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**AGENDA
TOWN OF CAMP VERDE
COUNCIL HEARS PLANNING AND ZONING MATTERS
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JUNE 26, 2019 at 6:30 P.M.**

If you want to speak ON ANY ITEM ON THE AGENDA, PLEASE complete the Request to Speak Form

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

1. Call to Order

2. Roll Call. Council Members Buck Buchanan, Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German.

3. Pledge of Allegiance

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

a) Approval of the Minutes:

b) Set Next Meeting, Date and Time:

- 1) Wednesday, July 3, 2019 at 6:30 p.m. – Regular Session – CANCELLED per Resolution 2018-1016
- 2) Wednesday, July 10, 2019 at 5:30 p.m. - Work Session
- 3) Wednesday, July 17, 2019 at 6:30 p.m. – Regular Session
- 4) Wednesday, July 24, 2019 at 6:30 p.m. – Council Hears Planning & Zoning Matters

c) Possible approval of the Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy. [Staff Resource: Mike Showers]

5. Special Announcements and presentations:

6. 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))

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7. Business. Legal action can be taken.

7.1. Discussion, consideration and possible approval of Resolution 2019-1024, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving an amendment to “The Silverado Development Agreement”, between the Town of Camp Verde and Verde Ranch MH, LLC, an Arizona Corporation, in order to provide for development of certain Real Property, generally located east of State Route 260 and north of Finnie Flat Rd. within the Corporate Limits of the Town of Camp Verde, Yavapai County, Arizona. [Staff Resource: Carmen Howard]

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7.2. Discussion, consideration and possible approval of Resolution 2019-1025, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving a Final Development Plan/Site Plan submitted by Brad Woodruff, Verde Ranch Estates MH, LLC, for Verde Ranch Estates Phase 1A, Zoned R1-PAD. The proposed project is generally located north of Finnie Flat Rd. and east of Hwy 260 on approximately 28 Acres, APN #403-23-103P, 403-23-429, 403-23-423E, 403-23-432D, 403-23-430B in Camp Verde, Yavapai County, Arizona. [Staff Resource: Carmen Howard]

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7.3. Discussion, consideration and possible approval of Resolution 2019-1026, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving a Preliminary Plat to develop a Small Home Community submitted by Dave Meier, property owner. The proposed subdivision generally located east of Nichols St. and south of Meckem Ln. on approximately 2.68 Acres, APN #404-30-029D, 404-23-013A, And 404-23-050A, in Camp Verde, Yavapai County, Arizona. [Staff Resource: Carmen Howard]

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7.4. Discussion, consideration and possible approval of an application form and general license agreement for video services as required by SB1440 in 2018 by the state legislature. This is consideration of the form of application and agreement for such a license in the future. [Staff Resource: Russ Martin]

8. Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)

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

10. Manager/Staff Report Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion,

consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

11. Adjournment

Posted by: _____

Date/Time: _____

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021

Agenda items may be taken out of order.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - A. 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 A.R.S. §38-431.03(A)(2) and (A)(3), the Council may vote to go into Executive Session for the purpose of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

Camp Verde Council Meetings are recorded and may be viewed on the Camp Verde website. Pursuant to A.R.S. §1-602(A)(9), parents and legal guardians have the right to consent before the Town of Camp Verde makes a video or voice recording of a minor child. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request in advance to the Town Clerk that your child not be recorded.

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Agenda Item 4.c)



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: June 26, 2019

Consent Agenda *Decision Agenda* *Executive Session Requested*

Presentation Only *Action/Presentation* *Special Session*

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Discussion & possible approval of The Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy.

List Attached Documents: 1) The Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews Completed by:

Town Attorney Comments: N/A

Department Head:

Budgeted *Unbudgeted* *N/A*

Fiscal Impact: None. We are currently operating under these conditions

Comments: This document is required by the State and required “as is” except for specific items that apply only to our Town, ie funding amounts and percentages. There is no input needed from our attorney. This document must be approved prior to July 1st, 2019.

Background Information:

Recommended Action (Motion): Approval The Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy.

Instructions to the Clerk: Post on our website

Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the Town and to comply with new statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The Town's marshals employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund

has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The Town of Camp Verde has one trust fund for marshals employees.

Council formally accepts the assets, liabilities, and current funding ratio of the Town's PSPRS trust funds from the June 30, 2018 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Camp Verde Police	\$4,139,529	\$6,783,051	\$2,643,522	61%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036.

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the Town of Camp Verde's liability
- The fluctuating cost of an UAAL causes strain on the Town's budget, affecting our ability to provide services
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY19 is \$278,195 and will be able to be paid from operating funds without diminishing Town services.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2018 Actuarial Valuation.

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Town of Camp Verde



**Agenda Item Submission Form / Section I: Resolution 2019-1024
approving an amendment to the Simonton Development Agreement**

Meeting Date: June 26, 2019 Town Council Meeting

- Consent Agenda
 Recommendation to Council
 Executive Session Requested
 Presentation Only
 Action/Presentation

Requesting Department: Community Development
 Staff Resource/Contact Person: Carmen Howard, Community Development Director

Agenda Title (be exact):

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AN AMENDMENT TO "THE SILVERADO DEVELOPMENT AGREEMENT" BETWEEN THE TOWN OF CAMP VERDE AND VERDE RANCH MH, LLC, AN ARIZONA CORPORATION, IN ORDER TO PROVIDE FOR DEVELOPMENT OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF STATE ROUTE 260 AND NORTH OF FINNIE FLAT RD. WITHIN THE CORPORATE LIMITS OF THE TOWN OF CAMP VERDE.

List Attached Documents:

- Resolution 2019-1024
- Development Agreement Amendment
- Original Development Agreement

Estimated Presentation Time: 5 minutes.
Estimated Discussion Time: 10 minutes

Reviews Completed by:

- Department Head: Carmen Howard
 Town Attorney review:



RESOLUTION NO. 2019-1024

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AN AMENDMENT TO "THE SILVERADO DEVELOPMENT AGREEMENT" BETWEEN THE TOWN OF CAMP VERDE AND VERDE RANCH MH, LLC, AN ARIZONA CORPORATION, IN ORDER TO PROVIDE FOR DEVELOPMENT OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF STATE ROUTE 260 AND NORTH OF FINNIE FLAT RD. WITHIN THE CORPORATE LIMITS OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

WHEREAS, pursuant to ARS §9-500.05A, a municipality may, by resolution or ordinance, enter into a development agreement relating to property within the municipality, provided that the development agreement is consistent with the general plan applicable to the property on the date the development agreement is executed; and

WHEREAS, the agreement may by law include the duration, permitted uses of the property, densities and maximum heights of buildings, provisions for reservation of dedication of land for public purposes, provisions to protect environmentally sensitive lands, provisions for preservation and restoration of historic structures, phasing or time of construction or development of the property, requirements for public infrastructure, conditions for special taxing districts, and other matters relating to the development of the property; and

WHEREAS, The Town entered into a Development Agreement (the "**Prior Agreement**") with CFT Ventures, LLC, an Arizona Corporation (the "**Prior Developer**") on January 3, 2018; and

WHEREAS, The Prior Agreement required the Prior Developer to obtain a sufficient interest in the Property to carry out the Developer's obligation under the Prior Agreement and to obtain title to the Property prior to Final Development Plan Approval and the issuance of any building permits; and

WHEREAS, The Prior Developer has acquired no additional interest in the Property other than the Prior Agreement and has not acquired title to the Property; and

WHEREAS, Under the Prior Agreement, failure to commence the development of Phase I no later than January 3, 2022 allows the Town to initiate the process to revert the PAD zoning; and

WHEREAS, The Town and Verde Ranch desire to accomplish this Amendment in order to provide time for Verde Ranch to commence development of Phase I to avoid potential reversion of the PAD zoning.

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby resolve as follows:

1. That certain Amendment to the Development Agreement dated June 26, 2019 by and between the Town of Camp Verde, a municipal corporation of Arizona (hereinafter the "Town") and Verde Ranch MH, LLC, an Arizona Corporation (hereinafter the "Developer"), said agreement being attached hereto and expressly made a part hereof and is attached as Exhibit A, be hereby entered into.
2. That the Amendment to the Development Agreement shall be effective thirty (30) days after passage and approval of this Resolution and in accordance with ARS §9-500.05.

RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY,
ARIZONA ON JUNE 26, 2019.

Charles C. German, Mayor Date:

Attest:

Approved as to form:

Judith Morgan, Town Clerk Date:

Town Attorney

WHEN RECORDED RETURN TO:

Town of Camp Verde
473 S Main St Suite 102
Camp Verde, Arizona 86322

Amendment to Silverado Development Agreement

THIS AMENDMENT TO THE SILVERADO DEVELOPMENT AGREEMENT (“Amendment”) is entered into this ___ day of _____, 2019, by and between the Town of Camp Verde, an Arizona municipal corporation (“Camp Verde” or “Town”), and Verde Ranch MH, LLC, an Arizona corporation (the “Developer,” “Owner” or “Verde Ranch”).

RECITALS

- A. The Town entered into a Development Agreement (the “**Prior Agreement**”) with CFT Ventures, LLC, an Arizona Corporation (the “**Prior Developer**”) on January 3, 2018;
- B. The Prior Agreement required the Prior Developer to obtain a sufficient interest in the Property to carry out the Developer’s obligation under the Prior Agreement and to obtain title to the Property prior to Final Development Plan Approval and the issuance of any building permits;¹
- C. The Prior Developer has acquired no additional interest in the Property other than the Prior Agreement and has not acquired title to the Property;
- D. Under the Prior Agreement, failure to commence the development of Phase I no later than January 3, 2022 allows the Town to initiate the process to revert the PAD zoning.
- E. The Town and Verde Ranch desire to accomplish this Amendment in order to provide time for Verde Ranch to commence development of Phase I to avoid potential reversion of the PAD zoning.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the Parties hereto state, confirm and agree as follows:

- 1, Section 7.2 of the Prior Agreement is amended as follows:

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Prior Agreement.

“The Town, in recognition of the valuable considerations being provided by Developer pursuant to this Silverado Agreement and the financial investment of the Developer in developing the Property, hereby agrees that the Property may be developed in phases. A preliminary phasing plan is attached as Exhibit “A”. The Town will permit the Developer to make the determination of the phases in which the Property will be developed and the order in which the phases will be completed.”

2. Section 7.4 of the Prior Agreement is amended as follows:

“The Town acknowledges and agrees that Verde Ranch is a gated, private community and the roadway infrastructure will remain private. The Town agrees the Developer can avail itself of rural road standards built to MAG specifications and attached as Exhibit “B”. The Town acknowledges that construction plans for all roadways shall be reviewed and approved by the Town Engineer prior to commencement of construction.”

3. The first paragraph of Section 7.7 of the Prior Agreement is amended as follows:

“The Town has expressed an interest in having public access to the Verde River area and sees a community benefit in the need for public restroom and parking facilities. Developer has an option to purchase the land known as Parcel 12 and agrees to dedicate land to the Town for public restrooms and parking as shown generally in Exhibit “B” of the Silverado Agreement (the “Public Improvements”) if the Developer completes the purchase of Parcel 12. The Public Improvements shall be designed and included in the Final Development Plan for Parcel 12 and shall be installed by Developer at its own cost and expense. The Town agrees to grant temporary access to the Developer to construct the Public Improvements and the Town agrees to maintain the Public Improvements thereafter after dedication to the Town and acceptance by the Town Engineer”

4, 12.3 of the Prior Agreement is amended as follows:

Appointment of Representatives. The Parties shall cooperate in the implementation of this Agreement. To facilitate such cooperation, each of Owner and Camp Verde shall designate a representative to act as a liaison with the other Party. The Parties may change their representatives at any time, but each Party agrees to have a current active representative at all times. The representatives shall be as follows:

Camp Verde: Russ Martin, Town Manager
473 S. Main Street, #102
Camp Verde, AZ 86322

Developer: Brad Woodruff
Red Moon Development
4320 S Priceless View Dr.
Gold Canyon AZ, 85118-5871

With a copy to:

Brad Woodruff
Red Moon Development
4320 S. Priceless View Drive
Gold Canyon, AZ 85118-5871

The representatives shall be available at all reasonable times at the request of either Party to discuss and review the performance of this Agreement and the development of the Property pursuant to this Amendment and the Applicable Rules.

5. Verde Ranch shall attempt to obtain an assignment of the Prior Agreement from the Prior Developer. If Verde Ranch fails to obtain such assignment, Verde Ranch shall not transfer any interest in the Property to the Prior Developer and shall defend and indemnify the Town and its officials, officers, employees and agents for any claim by the Prior Developer in connection with the Prior Agreement.

6. All other terms and conditions of the Prior Agreement remain in full force and effect and are incorporated herein by this reference except that Exhibit C is deleted.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective 30 days after the date and time a resolution approving and adopting this Amendment is approved by the Camp Verde Town Council per ARS §9-500.05 (G).

CAMP VERDE:

TOWN OF CAMP VERDE, ARIZONA,
an Arizona municipal corporation

By: _____

Its: _____

DEVELOPER:

Verde Ranch MH, LLC
an Arizona corporation

By:  _____

Its: Member _____



RESOLUTION NO. 2018-996

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CAMP VERDE AND CFT VENTURES, LLC, AN ARIZONA CORPORATION, IN ORDER TO PROVIDE FOR LONG-TERM DEVELOPMENT OF CERTAIN REAL PROPERTY ON APPROXIMATELY 173 ACRES GENERALLY LOCATED NORTH OF W FINNIE FLAT ROAD AND EAST OF W STATE ROUTE 260 WITHIN THE CORPORATE LIMITS OF THE TOWN OF CAMP VERDE.

WHEREAS, pursuant to ARS §9-500.05A, a municipality may, by resolution or ordinance, enter into a development agreement relating to property within the municipality, provided that the development agreement is consistent with the general plan applicable to the property on the date the development agreement is executed; and

WHEREAS, the agreement may by law include the duration, permitted uses of the property, densities and maximum heights of buildings, provisions for reservation of dedication of land for public purposes, provisions to protect environmentally sensitive lands, provisions for preservation and restoration of historic structures, phasing or time of construction or development of the property, requirements for public infrastructure, conditions for special taxing districts, and other matters relating to the development of the property; and

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby resolve as follows:

1. That certain Development Agreement dated January 3, 2018, by and between the Town of Camp Verde, a municipal corporation of Arizona (hereinafter the "Town") and CFT Ventures, LLC, an Arizona Corporation (hereinafter the "Developer"), said agreement being attached hereto and expressly made a part hereof and is attached as Exhibit A, be hereby entered into.
2. That the Development Agreement shall be effective thirty (30) days after passage and approval of this Resolution and in accordance with ARS §9-500.05.
3. The Waiver of Diminution of Value Claim has been signed by the developer and is attached as Exhibit B.

RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA ON JANUARY 3, 2018.

Charles C. German, Mayor Date:

Attest:

Judy Morgan, Town Clerk Date:

Approved As To Form:

Town Attorney

WHEN RECORDED RETURN TO:

TOWN OF CAMP VERDE
473 S MAIN STREET
CAMP VERDE, ARIZONA 86322

SILVERADO DEVELOPMENT AGREEMENT
BETWEEN
TOWN OF CAMP VERDE
AND
CFT VENTURES, LLC

DEVELOPMENT AGREEMENT
Silverado

THIS SILVERADO DEVELOPMENT AGREEMENT (“Silverado Agreement “or “Agreement”) is entered into this 3rd day of January, 2018, by and between the Town of Camp Verde, an Arizona municipal corporation (“Camp Verde”), and CFT Ventures, LLC, an Arizona corporation.

RECITALS

- A. The Town of Camp Verde (the “Town”) and Harvard Investments, Inc. entered into a Development Agreement pursuant to adopted Ordinance No. 99-A142 on April 28, 1999 and recorded May 14, 1999 at Recording No. 3148200, Official Records of Yavapai County, Arizona (the “Original Agreement”)
- B. The Original Development Agreement related to the construction and development of The Homestead at Camp Verde (subsequently known as Simonton Ranch) – a mixed use development incorporating 800 single-family and 300 multi-family residences together with other land uses covering 393 acres of land generally located east of the northeast corner of State Route 260 and Interstate 17 in Camp Verde, Arizona.
- C. Pursuant to the Original Development Agreement, various phases, elements, construction and development of parts of the original Homestead at Camp Verde have been completed while other parts of the remaining 393 acres remain undeveloped.
- D. CFT Ventures, LLC (“Developer”) intends to develop approximately 172.5 acres of land that was previously a part of the original 393-acre Homestead at Camp Verde project. The 172.5 acres are generally located east of State Route 260 and north of Finnie Flat Road in Camp Verde, Arizona, (the “Property”), legally described on Exhibit A.
- E. Developer has filed an application to rezone the Property to R1 and C2 with a PAD Overlay (Case no. 2017-0395) (referred to as either the “PAD” or the “PAD Overlay”) in order to develop a residential subdivision called Silverado at Simonton Ranch (the “Development” or “Preliminary Development Plan” as defined below), which will consist of 585 single family manufactured residential homes with amenities, a commercial parcel, trailhead parking lot and restrooms as shown on the Preliminary Site Plan at Exhibit B.
- F. This Silverado Agreement is entered into by and between the Parties for the purpose of incorporating (i) the 2017 Rezone and PAD Overlay approved by the Town Council concurrently with the approval of this Development Agreement, and (ii) confirming the respective rights and obligations of the Parties hereunder.

- G. The 2017 PAD application modifies the prior development plan for the Property by (i) establishing uniform zoning for the Property, (ii) establishing a conceptual lot plan and phasing plan, and (iii) permitting manufactured housing as a residential use type for the Development. The 2017 PAD does not affect the land use entitlements and development rights on the balance of the original Homestead at Camp Verde/Simonton Ranch parcels and acreage that are not a part of the Silverado Development.
- H. Camp Verde acknowledges the development of the Property pursuant to this Silverado Agreement is consistent with Camp Verde's General Plan.
- I. The Parties acknowledge that entering into this Silverado Agreement will benefit the economic viability of Camp Verde, provide greater diversity of housing, and improve the general quality of life in Camp Verde.
- J. Developer and Camp Verde are entering into this Agreement pursuant to the provisions in A.R.S. § 9-500.05, which authorizes Camp Verde to enter into development agreements with land owners and persons having an interest in real property located in Camp Verde. The Camp Verde Town Council has authorized execution of this Agreement by Resolution No. 2018-996.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the Parties hereto state, confirm and agree as follows:

AGREEMENTS

1. Definitions. The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

- 1.1 "**Applicable Rules**" has the meaning given to it in Section 8.1 of this Agreement.
- 1.2 "**Approvals**" means all approvals by Camp Verde of any rezoning, replatting, site plans, building plans or other matters requiring such approval in connection with the development of the Property or any portion thereof, which shall be in accordance with Applicable Rules. An "Approval" related to construction of the Public Improvements shall refer to the approval of any Approving Authority (defined below), as applicable.
- 1.3 "**Approving Authority**" means Camp Verde and/or any other governmental or quasi-governmental body having the authority to approve or disapprove the permission sought.
- 1.4 "**Costs of Traffic Signal**" means all soft costs, such as engineering, design and inspection fees, costs of any required payment and performance or other bonds, and all hard costs, including costs of labor and materials and contractor's fees paid or incurred to construct a traffic signal on Finnie Flat Road adjacent to the Property.
- 1.5 "**Effective Date**" means 30-days after approval of this Agreement per ARS 19-142, as recorded in the Yavapai County Recorder's Office.

1.6 “**Final Development Plan**” means the Final Site Plan, to be reviewed by the Planning and Zoning Commission, and approved by the Town of Camp Verde Town Council per Town of Camp Verde Section 203 L.2. PAD (Planned Area Development), Scope, Site Plan requirements, Section 400 D.1. as a part of the PAD final approval process to be accomplished prior to obtaining building permits for each respective phase of development as defined in Section 1.13.

1.7 “**Force Majeure**” means flood, earthquake, fire, explosion, quarantine, tornado or windstorm, act of war (declared or undeclared), riot or other civil disturbance, strikes or other labor disturbances, acts of God or the public enemy (including acts of terrorism), sabotage, expropriation, unavailability of fuel, power or raw materials provided there are no reasonable alternatives, that wholly or partly prevents or delays the performance of any obligation arising under this Agreement and is beyond the control of the party claiming relief from such obligation. Economic conditions are force majeure.

1.8 “**Camp Verde**” means the Town of Camp Verde, Arizona, an Arizona municipal corporation.

1.9 “**Camp Verde Rules**” means all ordinances, rules, regulations, permit requirements, insurance and other requirements and other official policies or requirements of Camp Verde in effect from time to time.

1.10 “**Yavapai County**” means the County of Yavapai, Arizona, an Arizona political subdivision.

1.11 “**Developer**” means CFT Ventures, LLC, an Arizona corporation.

1.12 “**Party**” and “**Parties**” mean Camp Verde and Developer and their permitted successors and assigns.

1.13 “**Phase**” means a progressive unit or step in the development process per phasing described on Exhibit “B”, Preliminary Site Plan.

1.14 “**Phase Developer**” means any permitted assignee of the development rights under this Agreement permitted by Section 14.6 .

1.15 “**Preliminary Development Plan**” or “**Preliminary Site Plan**” means the preliminary site plan which provides initial site design and information to support a proposed PAD application.

1.16 “**Project**” means the development of the Property in accordance with the Final Development Plan and use of the Property as a residential planned area development subdivision in accordance with the Applicable Rules and the Camp Verde Rules.

1.17 “**Property**” means the real property described on Exhibit A.

1.18 “**Public Improvements**” means the improvements described in Section 7.7 and shown on Exhibit B.

1.19 “**Term of this Agreement**” means a period beginning on the Effective Date and ending twenty (20) years thereafter; provided however, that the Town’s obligation to provide municipal services to the Property, once commenced, shall survive termination of this Silverado Agreement, subject to modification as permitted by law.

2. **Incorporation of Recitals.** The Recitals stated above are true and correct and are incorporated herein.

3. **Town Services.** The Town shall provide municipal services to the Property, to the same extent and upon the same terms and conditions as those services are provided to other real properties in the Town, except as otherwise provided herein.

4. **Utilities.** The Town and Developer acknowledge and agree that the Developer will provide the Town with a “will serve” letter from the utility providers whom will be providing service to the subject project prior to Final Development Plan approval, as required by Town of Camp Verde Section 203 L.2. PAD (Planned Area Development), Scope, Site Plan requirements, Section 400 D.1.

5. **Wastewater.** For each phase, no site plan or plat will be approved by the Town and no building permit in connection with such site plan or plat will be approved unless the Developer provides on-site wastewater improvements, and any off-site wastewater improvements as approved by the Town.

6. **Phased Infrastructure Assurances; Easements.**

6.1 The Developer acknowledges and agrees that the Town, prior to the release of infrastructure improvements permits for a particular phase of development, shall require the Developer to obtain Final Development Plan Approval for such infrastructure and provide assurances which are appropriate and necessary to assure that the installation of the required infrastructure improvements for only that specific phase of development to be completed (“Phase Infrastructure Assurance”). Methods of assurances shall be provided by the developer for each phase per Town of Camp Verde Planning and Zoning Code Section 507 B, Construction and Financial Assurances.

6.2 The Developer and its agents shall have the right to enter, remain upon, and cross over any Town easements or rights-of-way to the extent reasonably necessary to design and/or construct Property improvements, provided that the Developer’s use of such right does not materially impede or materially adversely affect the Town’s use and enjoyment of the subject property and provided also that the Developer shall restore such easements and rights-of-way to substantially the same condition as existed prior to Developer’s entry. Any improvements constructed by the Developer within the Town easements and right-of-way shall be constructed in compliance with all applicable codes, regulations and policies of the Town and, upon completion, such improvements shall be inspected by the Town Engineer, and once accepted, maintained by the Town upon dedication to and acceptance of the improvements.

7. **PAD Plan.**

7.1 The Development shall be constructed in accordance with the PAD Final Development Plan, to be reviewed by the Planning and Zoning Commission, and approved by the Town of Camp Verde Town Council per Town of Camp Verde Section 203 L.2. PAD (Planned Area Development), Scope, Site Plan requirements, Section 400 D.1. Camp Verde agrees to use best efforts with existing resources to expedite its regulatory process with respect to all aspects of

development of the Property, including but not limited to, zoning, use permits, variances, platting, building permits and inspection processes; provided that any processes must comply with the Camp Verde Rules.

7.2 The Town, in recognition of the valuable considerations being provided by Developer pursuant to this Silverado Agreement and the financial investment of the Developer in developing the Property, hereby agrees that the Property may be developed in phases. A preliminary phasing plan is attached at Exhibit B. The Town will permit the Developer to make the determination of the phases in which the Property will be developed and the order in which the phases will be completed, however, Developer agrees Phase 1 shall include the roadways and infrastructure leading to Parcel 12 as well as the Trailhead Improvements planned at Homestead Parkway. Additionally, failure to commence development of Phase 1 within four (4) years of the effective date of this agreement shall allow the Town the option of initiating the process to revert the PAD zoning classification pursuant A.R.S. § 9-462.01. E. For the purposes of this section, “commence development” shall mean applying for and obtaining building permits and commencing construction on the Public Improvements required by Section 7.7 below.

7.3 The Homestead at Camp Verde PAD Plan (subsequently known as Simonton Ranch) provides for a maximum of 800 single-family units and a maximum of 300 apartment units, together with the other land uses. The Silverado at Simonton Ranch Preliminary Site Plan, identified on Exhibit B, provides for a maximum of 585 residential units, which are a portion of, but which do not preclude, the potential development of the balance of the overall residential units permitted on the remaining parcels within the formerly approved Homestead at Camp Verde/Simonton Ranch PAD Plan.

7.4 The Town acknowledges and agrees that the Developer can avail itself of the modified street sections and standards previously approved by the Town by Ordinance 2005-A313, and included on Exhibit C. The Town acknowledges that construction plans for all roadways shall be reviewed and approved by the Town Engineer prior to commencement of construction.

7.5 The Developer shall submit an updated traffic study (the “Traffic Study”) to the Town that includes the Silverado at Simonton Ranch Development. The Traffic Study shall be used as a basis to determine the traffic impacts of the Silverado development and whether a future traffic signal or other traffic control device is warranted. If a traffic signal is warranted, the Traffic Study shall provide recommendations on which mechanism, or phase of the development area within the subject project, shall trigger the installation of the traffic signal. Such Traffic Study shall advise certain proportionate costs to be shared among the Town, Developer, and future developers of other development parcels within the Homestead at Camp Verde/Simonton Ranch planned area. While the future proportionate costs are yet unknown, if a future traffic device signal is warranted by the Traffic Study, the Town agrees it will be responsible for the proportion determined by the traffic study and the Developer shall be responsible for the proportion determined by the Traffic Study.

7.6 Common areas within each phase of the Property shall be developed as that phase is developed and maintained by the Developer. The Developer agrees that the Town and its agents shall have the right to enter, remain upon, and cross over any Developer property to the extent reasonably necessary to maintain and clean any of the drainages or washes that run through the development from time to time. The Town’s use of such right shall not materially impede or materially adversely affect the Developer’s use and enjoyment of the Property and provided also

that the Town shall restore such property to substantially the same condition as existed prior to Town's entry.

7.7 The Town has expressed an interest in having public access to the Verde River area and sees a community benefit in the need for public restroom and parking facilities. Developer agrees to dedicate land to the Town on the Final Plat for public restrooms and parking (the "Public Improvements"). The Public Improvements shall be designed and included in the Final Development Plan in Phase 1 and shall be installed by Developer at its own cost and expense, as generally shown on Exhibit B. The Town agrees to grant temporary access to the Developer to construct the Public Improvements and the Town agrees to maintain the Public Improvements thereafter after dedication to the Town and acceptance by the Town Engineer.

When the Public Improvements have been completed in accordance with the requirements of this Agreement and built according to Town standards as determined by the Town Engineer, they shall be dedicated to and accepted by Camp Verde upon such reasonable and customary conditions as Camp Verde may impose, including without limitation a one (1) year workmanship and materials contractor's warranty. Upon acceptance by Camp Verde, Public Improvements constructed by Developer shall become public facilities and property of Camp Verde, and Camp Verde shall be solely responsible for all subsequent maintenance, replacement or repairs. As to the Public Improvements that are dedicated and owned by Camp Verde, Camp Verde (without waiving any absolute or qualified immunity) shall bear the risk of and indemnify the Developer, its successors and assigns and their respective affiliates, members, managers, agents and representatives for, from and against any claims arising out of Camp Verde's negligence or willful misconduct after dedication to Camp Verde. This indemnification shall survive termination of this Agreement.

7.8 If the PAD and Final Development Plan is not approved by the Town Council, or is approved subject to conditions or stipulations not acceptable to Developer, Developer shall have no obligation to construct any of the improvements provided for in this Silverado Development Agreement or the PAD Final Development Plan. If market conditions and/or development financing materially changes the feasibility of the PAD Final Development Plan, Developer may interrupt development until market conditions and/or development financing are again favorable, at which time continued development of the Property will be in accordance with the PAD Final Development Plan, subject to Section 7.2 of this Agreement.

7.9 The Town agrees that issuance of the construction permits, water and sewer permits, occupancy permits, and other permits and approvals required from the Town to develop the Property pursuant to this Silverado Agreement and the PAD Final Development Plan shall not be unreasonably delayed or withheld, provided the Developer complies with all applicable permit requirements and pays all required fees.

7.10 The Town and Developer acknowledge and agree that amendments to the PAD Final Development Plan may be necessary from time to time to reflect changes in market conditions and development financing and/or to meet the new requirements of one of more of the potential users or builders of any part of the Property. If and when the Town and Developer find that changes or adjustments are necessary or appropriate, they shall effectuate minor changes of adjustments through administrative amendments approved by the Town Planning and Zoning Director, which, after execution, shall be attached to the PAD Final Development Plan as an addendum and become

a part thereof, and may be further changed and amended from time to time as necessary with the approval of the Town and Developer. No such minor amendment shall require prior notice or hearing. All major changes of amendments shall be reviewed by the Planning and Zoning Commission and approved by the Town Council in the exercise of the Council's discretion. The parties shall cooperate in good faith to agree upon and use reasonable best efforts to process, any minor or major amendments to the PAD Final Development Plan. The Developer and the Town agree that such amendments shall be incorporated by this reference into this Agreement with the same force and effect as if set forth herein and shall not require corresponding amendment to this Agreement.

7.11 For purposes of this Agreement, a major amendment to the PAD Final Development Plan shall involve (a) an increase in the approved number of dwelling units of leasable area within the PAD; (b) a change in the zoning boundaries for the PAD; (c) any change in the PAD that could have significant impact on area adjoining the PAD; and (d) any change in the PAD that could have a significant traffic impact on roadways adjacent or external to the PAD. All other proposed changes shall be deemed minor amendments per Section 203 L 3&4, PAD Major and Minor Amendments, of the Town of Camp Verde Planning and Zoning Ordinance and Subdivision Regulations, as may be amended from time to time.

8. Applicable Rules.

8.1 The development of the Property shall be subject to all federal, Yavapai County and State of Arizona requirements, Camp Verde Rules in existence as of the Effective Date and applicable to the Property and such additional rules as are allowed by this paragraph (all of which are collectively referred to as the "**Applicable Rules**"). Camp Verde shall not apply to the Property any modifications of Applicable Rules or adopt any future Camp Verde Rules that would (i) substantially adversely impact the Project, the use or development of the Property (including, without limitation, decreasing the intensity or increasing the cost of development); and/or, (ii) amend or modify its obligations under this Agreement, with the following exceptions, which shall be included in the Applicable Rules:

8.1.1 Future Camp Verde Rules specifically agreed to in writing by Developer, except as otherwise set forth in Paragraphs 8.1.2, 8.1.3 and 8.1.4;

8.1.2 Amended or new Camp Verde Rules that are necessary to comply with state, county and federal laws or regulations in effect at that time, provided the same are not retroactively applied to the Development unless retroactive application is mandated by state, county or federal laws or regulations;

8.1.3 Changes to taxes, utility service fees, Development Fees, filing fees, review fees, inspection fees that are imposed on or charged by Camp Verde to all similarly situated persons and entities, provided the same are not retroactively applied to the Development. For the purpose of this Section 8.1.3 the prohibition on the retroactive application of this section shall only apply to services and utilities provided or delivered prior to the date of the change in the Applicable Rule and shall not apply to services and utilities provided after the date of the change in the Applicable Rule; and

8.1.4 Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety-related codes, such as the International Building Code, which updates and amendments are generated by a nationally

recognized construction safety organization or by the county, state, or federal government, or by the Yavapai Association of Governments, provided that such building or safety code updates and amendments are not applied retroactively or discriminatorily against any portion of the Property, unless retroactive application is mandated by the State of Arizona, the county, Federal law, the Yavapai Association of Governments or by health and safety concerns as determined by Camp Verde's building official.

Nothing herein shall be interpreted as relieving Developer from any obligations which it may have with respect to applicable regulations enacted by the Federal government, the county, or the State of Arizona. Nothing in this Agreement shall alter or diminish the authority of Camp Verde to exercise its eminent domain powers. Camp Verde shall not initiate any changes or modifications to the zoning of any portion of the Property, except at the written request of Developer.

9. **Anti-Moratorium.** Except in compliance with A.R.S. §9-463.06, no moratorium or other rule imposing a limitation on the development, conditioning, rate, timing or sequencing of the development of property within Camp Verde shall apply to or govern the development of the Property or any portion thereof during the Term of this Agreement, whether affecting final plats, building permits, occupancy permits or other entitlements to use issued or granted by Camp Verde or the provision of municipal services to the Property or any portion thereof.

10. **Cooperation during Development.** Developer and Camp Verde shall work together cooperatively using reasonable efforts throughout the development stages to resolve any Developer or Camp Verde comments or concerns regarding development of the Property expeditiously, reasonably and in good faith.

11. **Vesting.** Camp Verde agrees that Developer shall have a right to undertake and complete the development and use of the Property in accordance with this Silverado Agreement without being subject to amendment of the Camp Verde Rules except as provided in Paragraph 8.1.1 through 8.1.4., which shall be deemed fully vested as of the Effective Date without further performance or proof of reliance by Developer.

12. **Default** and Mediation

12.1 In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Yavapai State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

12.2 **Default.** Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement within the cure periods provided in this Section 12.1 after written notice thereof from the other Party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within thirty (30) days of delivery of written notice to the defaulting party, the non-defaulting Party shall have all rights and remedies available at law or in equity, including without limitation the right to specifically enforce any term or provision hereof and/or the right the right to institute an action for damages (except as otherwise expressly limited herein); provided, however, if such default is non-monetary and cannot reasonably be cured within such thirty (30) days period, then the breaching party shall have such additional time to cure the default as is reasonably required so long as the breaching party is diligently acting to cure such default. Should the breaching party fail to diligently act to cure, the non-defaulting party shall have the right to terminate this Agreement by written notice to the defaulting party, which termination shall be effective thirty (30) calendar days following the mailing of the notice by certified mail (provided the defaulting party has not cured such default). All monies due and payable but not paid after thirty (30) days of delivery of the written notice shall bear interest at the rate of 7% per annum until paid.

12.3 **Appointment of Representatives.** The Parties shall cooperate in the implementation of this Agreement. To facilitate such cooperation, each of Owner and Camp Verde shall designate a representative to act as a liaison with the other Party. The Parties may change their representatives at any time, but each Party agrees to have a current active representative at all times. The initial representatives shall be as follows:

Camp Verde: Russ Martin, Town Manager
473 S. Main Street, #102
Camp Verde, AZ 86322

Developer: Patrick Clifton/Ian Clifton, CFT Ventures, LLC
13591 N. Scottsdale
Scottsdale, AZ 85257

With a copy to: Adam Baugh, Withey Morris, PLC
2525 E. Arizona Biltmore Circle, A-212
Phoenix, AZ 85016

The representatives shall be available at all reasonable times at the request of either Party to discuss and review the performance of this Agreement and the development of the Property pursuant to this Agreement and the Applicable Rules.

12.4 **Time of the Essence; Force Majeure.** Time is of the essence in implementing the terms of this Agreement. Notwithstanding the foregoing or any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such Party by the terms hereof due to Force Majeure or delay caused by any Approving Authority's inability or failure to grant approval(s), the time period provided herein for the performance by such Party of such duty or shall be extended for a period equal to the delay occasioned by such events.

13. **Notices and Filings.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

Camp Verde: Russ Martin, Town Manager
473 S. Main Street, #102
Camp Verde, AZ 86322

Developer: Patrick Clifton/Ian Clifton, CFT Ventures, LLC
13591 N. Scottsdale
Scottsdale, AZ 85257

With a copy to: Adam Baugh, Withey Morris, PLC
2525 E. Arizona Biltmore Circle, A-212
Phoenix, AZ 85016

or to such other addresses as either party hereto may from time to time designate in writing and delivery in a like manner.

14. **General:**

14.1 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Camp Verde or Owners of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

14.2 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

14.3 **Construction and Interpretation.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The parties hereby acknowledge and agree that each party and its counsel have reviewed, negotiated, and revised this Agreement to each party's satisfaction and that the rule of construction that ambiguities are to be resolved against the drafting party shall not be applicable to this Agreement or any amendments or exhibits hereto. Unless otherwise expressly provided herein: the term "**including**" shall not be construed as limiting, and the rule of *exclusio alterius* shall not apply; the specific shall not overrule the general; the term "**from**" shall mean from and including; the terms "**to**" and "**until**" shall mean "to but excluding"; the term "**and/or**" shall mean any, all, or any combination of the conjoined items; and masculine, feminine, and neuter terms shall be deemed to include all genders. Except as otherwise specifically provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP. "**Written**" or "**in writing**" includes communication by e-mail, facsimile transmission, telegraph, or cable. "**Reasonable discretion**" shall mean commercially reasonable and "**sole discretion**" shall mean sole and absolute. Any consent, approval, satisfaction, determination, decision or similar action pursuant to this Agreement must be given or

acknowledged in writing and must be given or withheld in the reasonable discretion of the applicable party, unless a different standard of discretion is expressly provided.

14.4 **Exhibits**. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

14.5 **Further Acts**. Each of the Parties hereto shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

14.6 **Successors and Assigns**. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to A.R.S. § 9-500.05(D), except as provided below. The rights of the Developer under this Agreement may be transferred or assigned, in whole or in part, by written instrument to any subsequent owner of all or any portion of the property as described in Exhibit "A", upon the prior written consent of the Town, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, without the consent of the Town, the Developer may freely assign its rights under this Agreement to an entity that directly or indirectly controls, is controlled by, or is under common control of the Developer. Notice of any transfer or assignment in accordance with this Section shall be provided to the Town at least fifteen (15) days before such transfer or assignment. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties hereto and their permitted successors in interest and assigns. The Developer's rights and obligations hereunder may only be assigned as permitted by this Section 14.6 to a person or entity that has an interest in the property described in Exhibit "A" or a portion thereof and only by a written instrument, recorded in the official records of Yavapai County, Arizona, expressly assigning such rights and obligations.

14.7 **Entire Agreement**. This Silverado Development Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

14.8 **Amendment**. This Agreement may not be amended nor may any provision hereof be waived except by a written amendment executed by both Camp Verde and Developer. Within ten (10) days after any approved amendment to this Agreement, such approved amendment shall be recorded in the Official Records of Yavapai County, Arizona.

14.9 **Good Standing; Authority**, Developer is a limited liability company duly formed and validly existing under the laws of the State of Arizona and is qualified to transact business as a foreign limited liability company in the State of Arizona, and the individual executing this Agreement on behalf of Developer is authorized and empowered to do so. The Town acknowledges that the Developer does not currently own the property but is in the process of purchasing it. The Developer represents that it has or will have a sufficient interest in this property as described in Exhibit "A" to carry out its obligations under this Agreement and will obtain title to the property prior to Final Development Plan approval and issuance of any building permits. Camp Verde is a municipal corporation duly formed and validly existing under the laws of the State of Arizona, and the individual executing this Agreement on behalf of Camp Verde is authorized and empowered to do so.

14.10 **Order of Priority**. In the event of any conflict or inconsistency between the Applicable Rules and the provisions of this Agreement, the Applicable Rules shall have priority.

14.11 **Limited Severability.** The Parties each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Rules. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Camp Verde to do any act in violation of any Applicable Rules or other applicable legal requirement, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as was intended by the original provisions hereof, and the Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

14.12 **Governing Law.** This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

14.13 **Recordation.** This Agreement shall be recorded in its entirety in the Official Records of Yavapai County, Arizona not later than ten (10) days after this Agreement takes effect in recordable form by each of Camp Verde and Developer.

14.14 **Status Statements.** Any Party to this Agreement (the "Requesting Party") may, at any time, and from time to time, deliver written notice to any other Party (a "Status Request") requesting such other Party (the "Providing Party") to certify in writing (a "Status Statement"): (a) that this Agreement is in full force and effect and a binding obligation of the Providing Party; (b) that this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendment(s); (c) that to the knowledge of the Providing Party, the Requesting Party is not in default in the performance of its obligations under this Agreement or, if in default, describing the nature and amount of any such defaults; and (d) that the Requesting Party has substantially developed its portion of the Public Improvements in accordance with the requirements of this Agreement or, if not, specifying any portion thereof remaining to be completed. A Providing Party shall execute and return such Status Statement within ten (10) days following receipt of a Status Request. The Camp Verde Town Manager or any Assistant Town Manager shall have the right to execute any Status Statement requested by Developer hereunder. Camp Verde acknowledges that a Status Statement hereunder may be relied upon by Developer, any Phase Developer and/or any Lender or other party providing construction or permanent financing for any Public or Private Improvements; provided that Camp Verde shall have no liability for monetary damages to Developers, and transferee, Lender or other mortgagee, or any other person in connection with, resulting from or based upon the issuance of any Status Statement hereunder.

14.15 **Attorneys' Fees.** Should litigation, or other form of formal conflict resolution, such as, but without limitation, mediation and arbitration, be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the prevailing Party. Nothing herein shall preclude nonbinding arbitration if the Parties so elect in the event of a dispute hereunder.

14.16 **Covenants Running With Land; Inurement.** The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such Property.

14.17 **Good Faith of Parties.** Except where any matter is expressly stated to be in the unfettered discretion of a Party, the Parties must act in good faith in all matters relating to the performance of this Agreement or in considering any requested extension of time or other matters, will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

14.18 **Rights of Lenders.** Camp Verde is aware that Developer or any Phase Developer may obtain financing or refinancing for acquisition, development and/or construction of the real property and/or improvements to be constructed on the Property, in whole or in part, from time to time, by one or more lenders (individually a "**Lender**", and collectively the "**Lenders**"). In the event of an Event of Default by Developer or any Phase Developer, Camp Verde shall provide written notice of such Event of Default, at the same time written notice is provided to Developer and such Phase Developer, to any Lenders previously designated by Developer and such Phase Developer to receive such notice (the "**Designated Lenders**") whose names and addresses were provided by written notice to Camp Verde in accordance with Section 13 of this Agreement. Camp Verde shall give Developer and the applicable Phase Developer copies of any such notice provided to such Designated Lenders and, unless Developer and the applicable Phase Developer notifies Camp Verde that the Designated Lenders' names or addresses are incorrect (and provides Camp Verde with the correct information) within three (3) business days after Developer and the applicable Phase Developer receives its copies of such notice from Camp Verde, Camp Verde will be deemed to have given such notice to the Designated Lenders even if their names or addresses are incorrect. Developer and any Phase Developer may provide copies of any notices to other Lenders, even if Camp Verde has not received prior notice of such Lenders. Camp Verde agrees that any Lender shall have until the later of (i) thirty (30) days after the expiration of the applicable cure period or (ii) thirty (30) days after receipt of the written notice of default by such Lender in which to cure any default of Developer and the applicable Phase Developer; provided, however, if such default cannot reasonably be cured by the Lender within such thirty (30) days period, then Camp Verde shall give the Lender such additional time to cure the default as is reasonably required so long as the Lender is diligently acting to cure such default, including, without limitation, taking any necessary actions to foreclose its lien and take title to the applicable portion of the Property; and Camp Verde further agrees to recognize the Lender as a successor under this Agreement and to permit the Lender to assume all of the rights and obligations of Developer and such Phase Developer under this Agreement. Camp Verde shall, at any time upon reasonable request by Developer, any Phase Developer or any Lender, provide to any Lender a Status Statement. Upon request by a Lender, Camp Verde will enter into a separate non-disturbance and attornment agreement with such Lender consistent with the provisions of this Agreement.

[remainder of page intentionally blank – Signature Page follows]

[Signature Page for Silverado Development Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective 30 days after the date and time a resolution approving and adopting this Agreement is approved by the Camp Verde Town Council per ARS §9-500.05 (G).

CAMP VERDE:

TOWN OF CAMP VERDE, ARIZONA,
an Arizona municipal corporation

By: 
Its: Mayor

DEVELOPER:

CFT Ventures, LLC
An Arizona Limited Liability Corporation

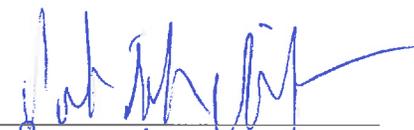
By: 
Its: PRINCIPAL

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Exhibit A

That part of the Southwest Quarter of Section 30, Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 31 from which the Northwest Corner of said Section 31 bears South 89 degrees 59 minutes 25 seconds West, a distance of 2425.11 feet;

Thence South 00 degrees 14 minutes 06 seconds East, along the North-South Midsection line of said Section 31, a distance of 87.73 feet;

Thence South 89 degrees 59 minutes 32 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING;

Thence South 00 degrees 14 minutes 06 seconds East, a distance of 572.86 feet;

Thence South 89 degrees 58 minutes 51 seconds West, a distance of 1273.04 feet;

Thence South 00 degrees 15 minutes 01 seconds East, a distance of 645.05 feet;

Thence South 89 degrees 44 minutes 59 seconds West, a distance of 20.00 feet;

Thence North 00 degrees 15 minutes 01 seconds West, a distance of 645.05 feet;

Thence North 89 degrees 57 minutes 28 seconds West, a distance of 203.75 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 225.58 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 226.91 feet;

Thence North 44 degrees 01 minutes 06 seconds East, a distance of 186.33 feet;

Thence North 24 degrees 35 minutes 24 seconds East, a distance of 159.76 feet;

Thence North 43 degrees 10 minutes 54 seconds East, a distance of 239.21 feet;

Thence North 00 degrees 01 minutes 25 seconds West, a distance of 78.92 feet;

Thence North 56 degrees 26 minutes 58 seconds East, a distance of 102.34 feet;

Thence North 22 degrees 19 minutes 02 seconds East, a distance of 20.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 33.21 feet;

Thence South 72 degrees 01 minutes 09 seconds East, a distance of 129.49 feet;

Thence South 65 degrees 08 minutes 42 seconds East, a distance of 370.02 feet;

Thence South 58 degrees 52 minutes 51 seconds East, a distance of 83.47 feet;

Thence South 37 degrees 30 minutes 47 seconds East, a distance of 174.46 feet;

Thence South 48 degrees 26 minutes 32 seconds East, a distance of 545.20 feet to the POINT OF BEGINNING.

Old Republic National Title Insurance Company – Issued by
Yavapai Title Agency, Inc.

Order No. 09004884-009-EJ-TLR
Your No.: TLRjvh1
12/01/2017/1

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CAMP VERDE, IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That Part of the Southeast Quarter of Section 25, Township 14 North, Range 4 East, and the Southwest Quarter of Section 30, Township 14 North, Range 5 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet;

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet to the POINT OF BEGINNING;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet;

Thence South 00 degrees 06 minutes 11 seconds East, a distance of 383.67 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 176.45 feet;

Thence South 83 degrees 07 minutes 47 seconds West, a distance of 121.36 feet;

Thence South 89 degrees 52 minutes 30 seconds West, a distance of 148.75 feet;

Thence North 76 degrees 36 minutes 49 seconds West, a distance of 34.90 feet;

Thence North 51 degrees 47 minutes 23 seconds West, a distance of 112.98 feet;

Thence North 47 degrees 50 minutes 25 seconds West, a distance of 131.39 feet;

Thence North 31 degrees 39 minutes 02 seconds West, a distance of 106.31 feet;

Thence North 21 degrees 32 minutes 18 seconds West, a distance of 123.85 feet;

Thence North 31 degrees 29 minutes 16 seconds West, a distance of 42.98 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 72.40 feet to the POINT OF BEGINNING.

Old Republic National Title Insurance Company – Issued by
Yavapai Title Agency, Inc.

Order No.: 09004804-EJ
Your No.: TLR\jh\3
12/01/2017\3

SCHEDULE A - continued

Exhibit A

That Part of the Southwest Quarter of Section 30, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet;

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 53 minutes 49 seconds East, a distance of 531.31 feet;

Thence South 67 degrees 27 minutes 52 seconds East, a distance of 341.40 feet;

Thence South 76 degrees 26 minutes 09 seconds East, a distance of 16.29 feet;

Thence South 10 degrees 57 minutes 35 seconds West, a distance of 164.07 feet;

Thence South 49 degrees 47 minutes 27 seconds West, a distance of 86.14 feet;

Thence South 51 degrees 12 minutes 28 seconds West, a distance of 182.00 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 202.14 feet;

Thence North 56 degrees 46 minutes 08 seconds West, a distance of 56.01 feet;

Thence North 40 degrees 32 minutes 49 seconds West, a distance of 103.11 feet;

Thence North 48 degrees 04 minutes 15 seconds West, a distance of 164.13 feet;

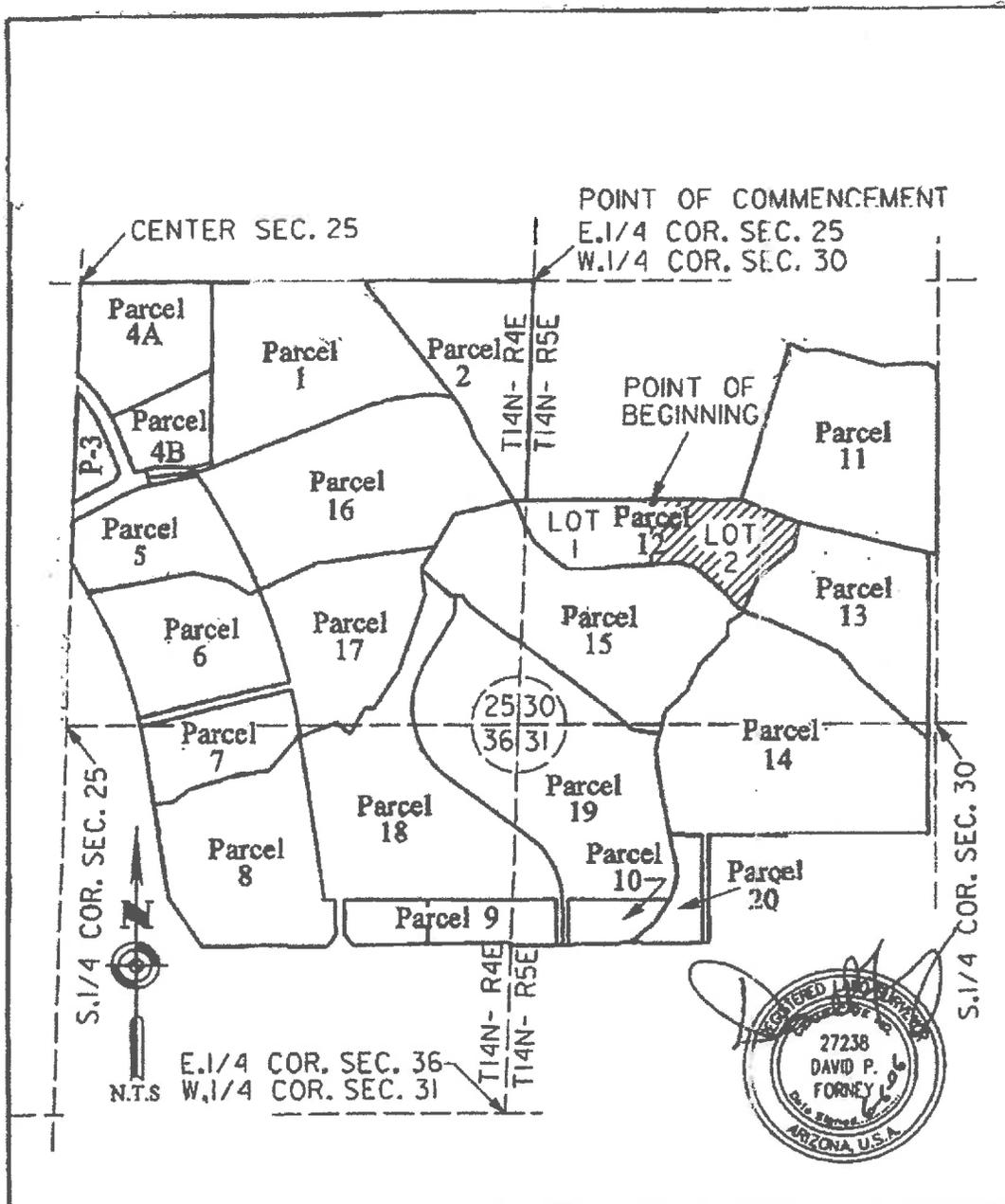
Thence North 54 degrees 07 minutes 26 seconds West, a distance of 71.29 feet;

Thence North 75 degrees 10 minutes 49 seconds West, a distance of 55.96 feet;

Thence North 86 degrees 49 minutes 52 seconds West, a distance of 48.16 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 150.56 feet;

Thence North 00 degrees 06 minutes 11 seconds West, a distance of 383.67 feet to the POINT OF BEGINNING.




Hoskin-Ryan Consultants Inc.
civil and engineering services
 3003 N. Central Avenue, Suite 1500, Phoenix, Arizona 85012-2502
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

HOMESTEAD PARCEL 12 LOT 2
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Exhibit A

That part of the Southwest Quarter of Section 30, Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 31 from which the Northwest Corner of said Section 31 bears South 89 degrees 59 minutes 25 seconds West, a distance of 2425.11 feet;

Thence South 00 degrees 14 minutes 06 seconds East, along the North-South Midsection line of said Section 31, a distance of 87.73 feet;

Thence South 89 degrees 59 minutes 32 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING;

Thence South 00 degrees 14 minutes 06 seconds East, a distance of 572.86 feet;

Thence South 89 degrees 58 minutes 51 seconds West, a distance of 1273.04 feet;

Thence South 00 degrees 15 minutes 01 seconds East, a distance of 645.05 feet;

Thence South 89 degrees 44 minutes 59 seconds West, a distance of 20.00 feet;

Thence North 00 degrees 15 minutes 01 seconds West, a distance of 645.05 feet;

Thence North 89 degrees 57 minutes 28 seconds West, a distance of 203.75 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 225.58 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 226.91 feet;

Thence North 44 degrees 01 minutes 06 seconds East, a distance of 186.33 feet;

Thence North 24 degrees 35 minutes 24 seconds East, a distance of 159.76 feet;

Thence North 43 degrees 10 minutes 54 seconds East, a distance of 239.21 feet;

Thence North 00 degrees 01 minutes 25 seconds West, a distance of 78.92 feet;

Thence North 56 degrees 26 minutes 58 seconds East, a distance of 102.34 feet;

Thence North 22 degrees 19 minutes 02 seconds East, a distance of 20.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 33.21 feet;

Thence South 72 degrees 01 minutes 09 seconds East, a distance of 129.49 feet;

Thence South 65 degrees 08 minutes 42 seconds East, a distance of 370.02 feet;

Thence South 58 degrees 52 minutes 51 seconds East, a distance of 83.47 feet;

Thence South 37 degrees 30 minutes 47 seconds East, a distance of 174.46 feet;

Thence South 48 degrees 26 minutes 32 seconds East, a distance of 545.20 feet to the POINT OF BEGINNING.

**Legal Description
Sunset at Camp Verde
Parcel 16**

That part of the Southeast Quarter of Section 25, Township 14 North, Range 4 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the Center of said Section 25, monumented with a marked stone, from which the East Quarter Corner of said Section 25, monumented with an Iron Bar with Aluminum Cap marked LS 12218, bears South 89 degrees 50 minutes 00 seconds East, a distance of 2,648.54 feet;

Thence South 89 degrees 50 minutes 00 seconds East, along the East-West Midsection Line of said Section 25, a distance of 1,639.29 feet;

Thence South 36 degrees 46 minutes 24 seconds East, departing said East-West Midsection Line, a distance of 325.83 feet;

Thence South 37 degrees 35 minutes 25 seconds East, a distance of 104.97 feet;

Thence South 37 degrees 33 minutes 01 seconds East, a distance of 263.69 feet;

Thence South 37 degrees 05 minutes 03 seconds East, a distance of 6.27 feet to the **POINT OF BEGINNING**;

Thence continuing South 37 degrees 05 minutes 03 seconds East, a distance of 218.49 feet;

Thence South 31 degrees 13 minutes 14 seconds East, a distance of 70.13 feet;
Thence South 24 degrees 05 minutes 59 seconds East, a distance of 94.27 feet;
Thence South 20 degrees 51 minutes 13 seconds East, a distance of 86.79 feet;
Thence South 34 degrees 50 minutes 09 seconds East, a distance of 154.03 feet;
Thence South 31 degrees 29 minutes 16 seconds East, a distance of 278.31 feet;
Thence South 77 degrees 05 minutes 30 seconds West, a distance of 366.84 feet;
Thence South 30 degrees 41 minutes 07 seconds West, a distance of 222.64 feet;
Thence South 82 degrees 27 minutes 13 seconds West, a distance of 700.58 feet;

Thence South 65 degrees 29 minutes 50 seconds West, a distance of 369.81 to a point on a 3,864.79-foot radius non-tangent curve, whose center bears South 67 degrees 57 minutes 43 seconds West;

Thence Northwesterly, along said curve, through a central angle of 11 degrees 22 minutes 24 seconds, a distance of 767.17 feet;

Thence South 77 degrees 46 minutes 38 seconds West, a distance of 263.53 feet to a point on a 550.00-foot radius non-tangent curve, whose center bears South 09 degrees 55 minutes 24 seconds East;

Thence Southwesterly, along said curve, through a central angle of 02 degrees 55 minutes 27 seconds, a distance of 28.07 feet;

Thence North 18 degrees 04 minutes 16 seconds West, a distance of 100.22 feet to a point on a 500.00-foot radius non-tangent curve, whose center bears South 15 degrees 56 minutes 25 seconds East;

Thence Easterly, along said curve, through a central angle of 13 degrees 34 minutes 14 seconds, a distance of 118.43 feet;

Thence North 87 degrees 37 minutes 49 seconds East, a distance of 159.51 feet to the beginning of a tangent curve of 440.00-foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of 19 degrees 32 minutes 43 seconds, a distance of 150.10 feet;

Thence North 68 degrees 05 minutes 06 seconds East, a distance of 1,359.41 feet to the beginning of a tangent curve of 630.00-foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 02 degrees 00 minutes 33 seconds, a distance of 22.09 feet to the **POINT OF BEGINNING**.

Except the following described property:

That part of Section 25, Township 14 North, Range 4 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at East Quarter corner of said Section 25, monumented with an aluminum capped iron bar marked "LS 12218" from which the Center of said Section 25, monumented with a marked stone bears North 89°50'00" West, a distance of 2648.54 feet;

Thence North 89°50'00" West , along the East-West mid-section line of said Section 25, a distance of 1,009.26 feet;

Thence South 36°46'24" East, a distance of 325.83 feet; Thence South 37°35'25" East, a distance of 104.97 feet; Thence South 37°33'01" East, a distance of 263.69 feet;

Thence South 37°05'03" East, a distance of 6.27 feet to the **POINT OF BEGINNING**;

Thence continuing South 37°05'03" East, a distance of 63.12 feet to a point on a 570.00-foot radius non-tangent curve, whose center bears South 18°01'53" East;

Thence Southwesterly along said curve, through a central angle of 03°53'01", a distance of 38.63 feet;

Thence South 68°05'06" West, a distance of 1,359.41 feet to the beginning of a tangent curve of 500.00-foot radius concave Northwesterly;

Thence Southwesterly along said curve through a central angle of 09°41'32", a distance of 84.58 feet;

Thence South 77°46'38" West, a distance of 312.15 feet to a point on a 550.00-foot radius non-tangent curve whose center bears South 09°55'24" East;

Thence Southwesterly along said curve, through a central angle of 02°55'27", a distance of 28.07 feet;

Thence North 18°04'16" West, a distance of 100.22 feet to a point on a 500.00-foot radius non-tangent curve whose center bears South 15°56'25" East;

Thence Easterly along said curve, through a central angle of 13°34'14", a distance of 118.43 feet;

Thence North 87°37'49" East, a distance of 159.51 feet to the beginning of a tangent curve of 440.00-foot radius, concave Northwesterly;

Thence Northeasterly along said curve through a central angle of 19°32'43", a distance of 150.10 feet;

Thence North 68°05'06" East, a distance of 1,359.41 feet to the beginning of a tangent curve of 630.00 -foot radius, concave Southeasterly;

Thence Northeasterly along said curve through a central angle of 02°00'33", a distance of 22.09 feet to the POINT OF BEGINNING.



March 16, 2007

**Legal Description
 Homestead Camp Verde
 Parcel 18**

That part of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36 Township 14 North, Range 4 East of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36 from which the Northeast Quarter Corner of said Section 36 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East, along the East line of said Section 36, a distance of 1,341.78 feet to a point on the Northerly right of way of Finney Flat Road;

Thence South 89 degrees 11 minutes 05 seconds West, along said right of way, a distance of 953.36 feet to the POINT OF BEGINNING;

Thence continuing South 89°11'05" West, along said right of way, a distance of 105.00 feet;

Thence North 44°11'05" East, a distance of 28.28 feet;

Thence North 00°48'55" West, a distance of 250.89 feet;

Thence North 89°59'02" West, a distance of 65.66 feet;

Thence North 08°24'55" West, a distance of 991.72 feet;

Thence North 69°46'31" East, a distance of 228.93 feet to the most Westerly North Boundary Corner of "Silverado at Simonton Ranch", recorded in Book 57 of Maps and Plats, Page 67, Yavapai County Records;

Thence, along the Westerly Boundary of said "Silverado at Simonton Ranch", the following courses:

Thence South 00°00'58" West, a distance of 200.21 feet to the Southwest Corner of Tract "R", shown on said Final Plat;

Thence South 89°59'02" East, a distance of 380.47 feet;

Thence North 63°00'08" East, a distance of 99.53 feet to a point on a 534.00-foot radius non-tangent curve, whose center bears North 63°00'08" East;

March 16, 2007
Legal Description
Homestead Camp Verde - Parcel 18

Thence Southeasterly along said curve, through a central angle of 21°07'38", a distance of 196.91 feet to the beginning of a tangent reverse curve of 25.00-foot radius, concave Westerly;

Thence Southerly, along said curve, through a central angle of 82°01'19", a distance of 35.79 feet;

Thence South 47°15'39" East, a distance of 50.68 feet a point on a 25.00-foot radius non-tangent curve, whose center bears South 57°17'37" East;

Thence Easterly, along said curve, through a central angle of 94°05'46", a distance of 41.06 feet;

Thence South 53°11'51" East, a distance of 577.08 feet the beginning of a 446.00-foot radius tangent curve, concave Southwesterly;

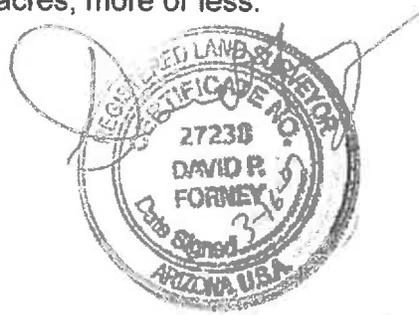
Thence Southeasterly, along said curve, through a central angle of 51°31'23", a distance of 401.06 feet;

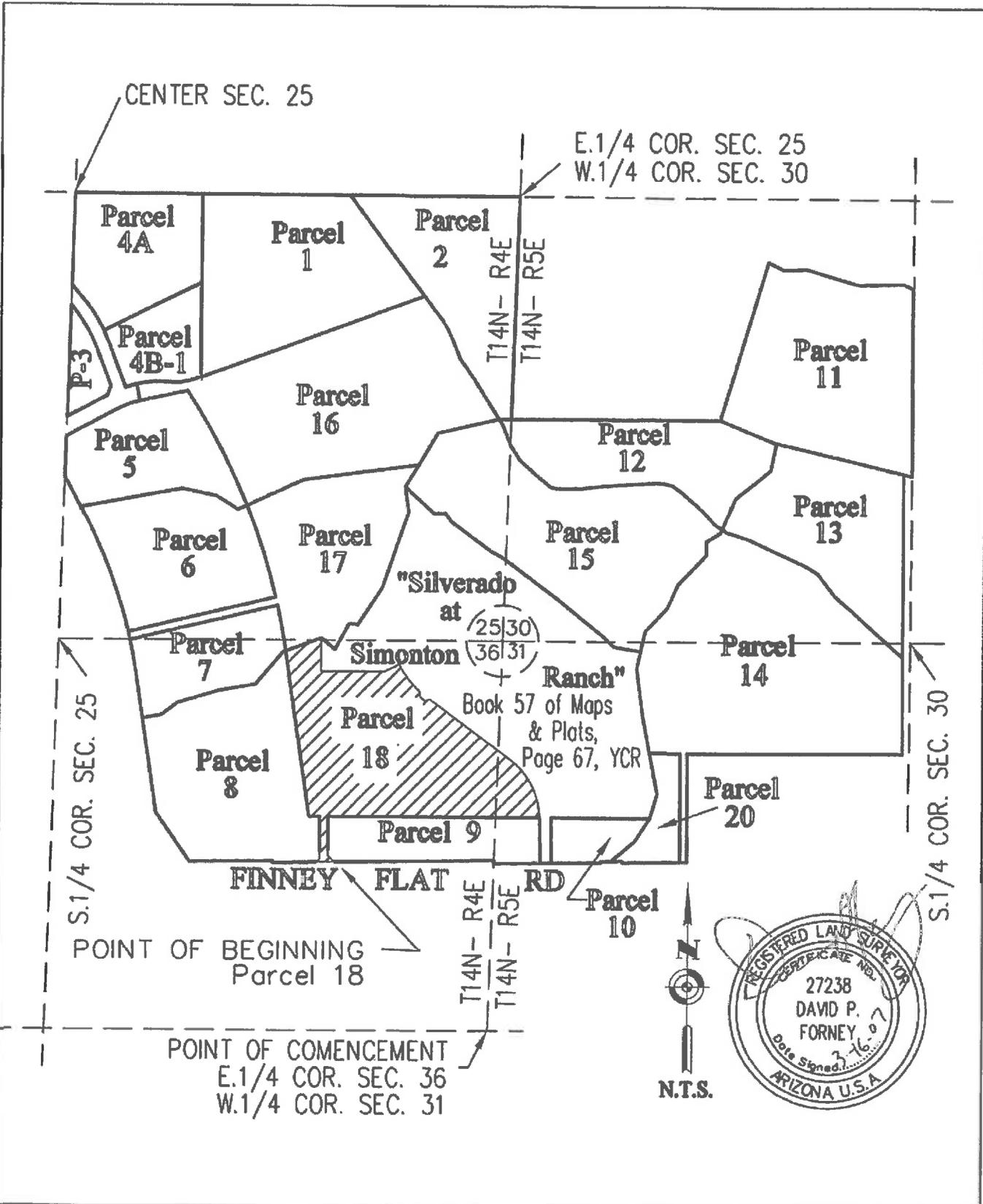
Thence, departing said Boundary, North 89°59'02" West, a distance of 1,260.48 feet;

Thence South 00°48'55" East, a distance of 235.16 feet;

Thence South 45°48'55" East, a distance of 49.50 feet to the POINT OF BEGINNING.

The above described parcel contains 22.97 acres, more or less.






Heekin & Ryan Consultants Inc.
creative engineering solutions
 201 East Indian School Road, Phoenix, Arizona 85013
 Office: (602) 252-4304 Fax: (602) 252-4305 www.heekinryan.com

HOMESTEAD PARCEL 18
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

G:\PROJECTS\04\04-108 HOMESTEAD COMP VERDE\01 SURVEYS, LEGALS-SIMONTON\PARCEL 18

EXHIBIT "A"
LEGAL DESCRIPTION

CLUBHOUSE AREA

That portion of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36, Township 14 North, Range 4 East and the Northwest Quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Meridian, Yavapai County, more particularly described as follows:

COMMENCING at a found B.L.M. brass capped iron post monumenting the Northwest corner of said Section 31, from which a found marked stone monumenting the West Quarter corner of said Section 31 bears South 01°48'50" West, a measured geodetic bearing and Basis of Bearings for this description, a distance of 2,645.28 feet;

THENCE South 01°48'50" West, along the West line of said Section 31, a distance of 1,322.56 feet to a found plastic capped iron bar stamped "LS 18214" monumenting a point on the North Right of Way line of Finnie Flat Road;

THENCE North 89°11'26" East, departing from said West line, along said North Right of Way line, a distance of 252.89 feet to a calculated point, being the **TRUE POINT OF BEGINNING**;

THENCE North 44°11'26" East, departing from said North Right of Way line, a distance of 28.28 feet to a calculated point;

THENCE North 00°48'34" West, a distance of 244.29 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 89°11'26" West, a distance of 446.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 407.80 feet, through a central angle of 52°23'17", said curve being subtended by a chord bearing of North 27°00'13" West and a chord length of 393.74 feet to the end of said curve;

THENCE North 53°11'51" West, a distance of 577.09 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southerly, the radius point of which bears South 36°48'09" West, a distance of 25.00 feet;

THENCE Northwesterly, Westerly and Southwesterly, along a curve to the left, an arc length of 41.06 feet, through a central angle of 94°05'46", said curve being subtended by a chord bearing of South 79°45'16" West and a chord length of 36.60 feet to the end of said curve;

THENCE North 47°15'39" West, a distance of 50.68 feet to a calculated point, being the point of curvature of a circular, non-tangent curve, concave Westerly, the radius point of which bears North 56°06'12" West, a distance of 25.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 35.79 feet, through a central angle of 82°01'19", said curve being subtended by a chord bearing of North 07°06'51" West and a chord length of 32.81 feet to the end of said curve, being the point of curvature of a

circular, tangent reverse curve, concave Northeasterly, the radius point of which bears North 41°52'30" East, a distance of 534.00 feet;

THENCE Northwesterly, along a curve to the right, an arc length of 196.91 feet, through a central angle of 21°07'38", said curve being subtended by a chord bearing of North 37°33'41" West and a chord length of 195.79 feet to the end of said curve;

THENCE South 63°00'08" West, a distance of 99.53 feet to a calculated point;

THENCE North 89°59'02" West, a distance of 380.47 feet to a calculated point;

THENCE North 00°00'58" East, a distance of 200.21 feet to a calculated point;

THENCE South 49°39'30" East, a distance of 105.38 feet to a calculated point;

THENCE North 29°26'07" East, a distance of 176.87 feet to a calculated point;

THENCE South 83°55'39" East, a distance of 52.00 feet to a calculated point;

THENCE North 33°18'36" East, a distance of 264.66 feet to a calculated point;

THENCE North 19°07'31" East, a distance of 476.79 feet to a calculated point;

THENCE North 08°38'34" West, a distance of 153.11 feet to a calculated point;

THENCE South 44°00'57" East, a distance of 106.08 feet to a calculated point;

THENCE South 51°04'41" East, a distance of 130.62 feet to a calculated point;

THENCE North 89°26'19" East, a distance of 25.00 feet to a calculated point;

THENCE South 00°33'41" East, a distance of 76.84 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Westerly, the radius point of which bears South 89°26'19" West, a distance of 100.00 feet;

THENCE Southerly, along a curve to the right, an arc length of 56.47 feet, through a central angle of 32°21'15", said curve being subtended by a chord bearing of South 15°36'56" West and a chord length of 55.72 feet to the end of said curve;

THENCE South 31°47'34" West, a distance of 310.64 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Easterly, the radius point of which bears South 58°12'26" East, a distance of 500.00 feet;

THENCE Southwesterly, Southerly and Southeasterly, along a curve to the left, an arc length of 741.68 feet, through a central angle of 84°59'24", said curve being subtended by a chord bearing of South 10°42'08" East and a chord length of 675.53 feet to the end of said curve;

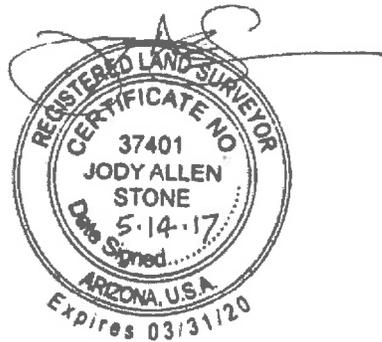
THENCE South 53°11'51" East, a distance of 627.98 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 36°48'09" West, a distance of 480.00 feet;

THENCE Southeasterly and Southerly, along a curve to the right, an arc length of 438.89 feet, through a central angle of 52°23'17", said curve being subtended by a chord bearing of South 27°00'13" East and a chord length of 423.76 feet to the end of said curve;

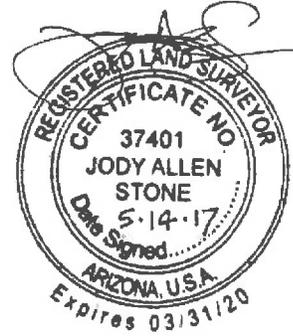
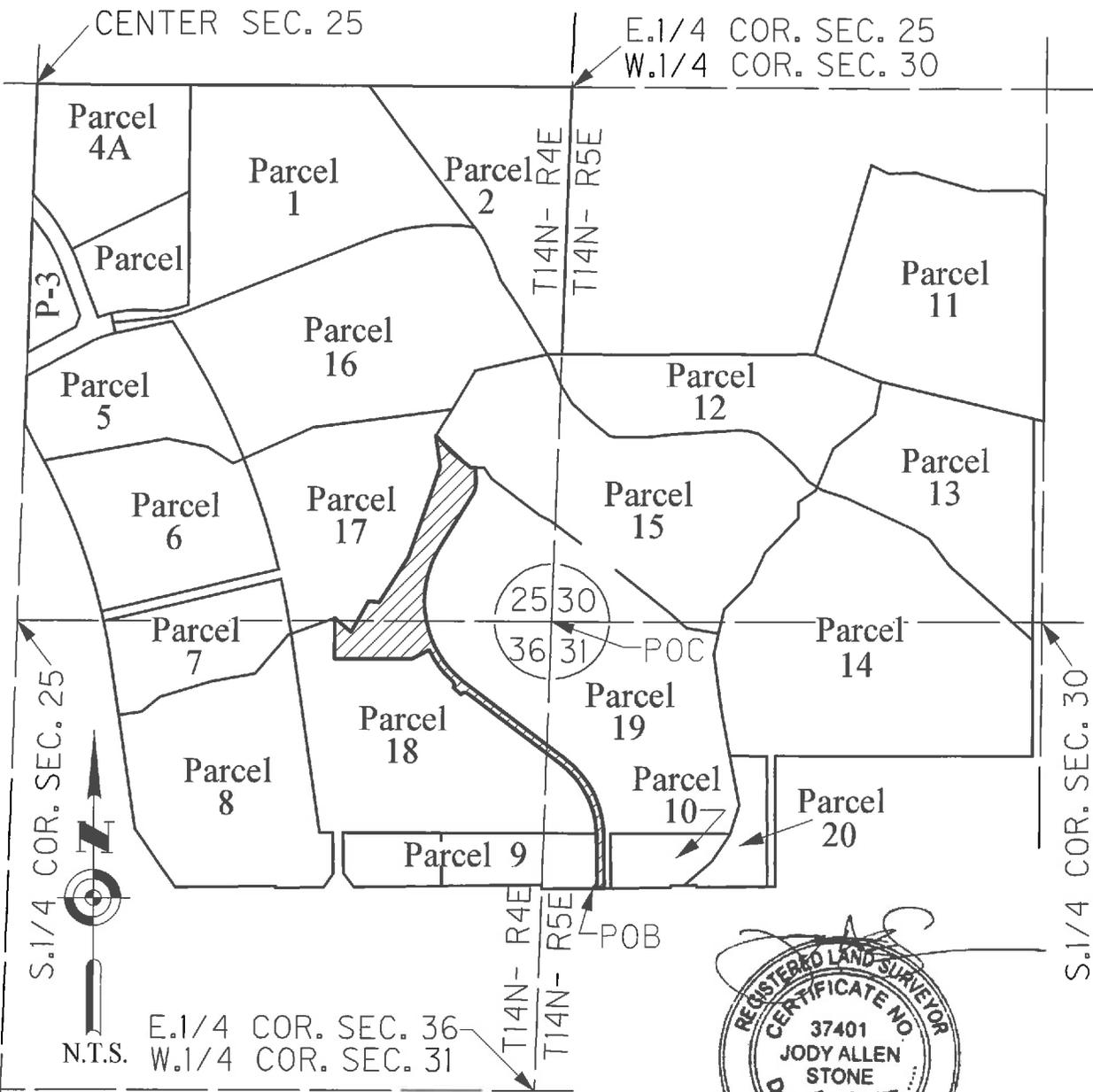
THENCE South 00°48'34" East, a distance of 264.29 feet to a calculated point on said North Right of Way line of said Finnie Flat Road;

THENCE South 89°11'26" West, along said North Right of Way line, a distance of 54.00 feet to the **TRUE POINT OF BEGINNING**.

Comprising 294,975 square feet or 6.77 acres.



P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT



 **Hoskin-Ryan Consultants Inc.**
creative engineering solutions
 5050 N 40th Street, Phoenix, Arizona 85018
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

**SILVERADO AT SIMONTON RANCH
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

\$FILES
 \$DATES



Hoskin • Ryan Consultants, Inc.
Professional Engineering Consultants

May 8, 2006

**Legal Description
Homestead Camp Verde
Parcel 9 – Lot 3**

That part of the Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36, monumented with a marked stone, from which the Northeast Corner of said Section 36, monumented with a BLM Brass Cap, bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the East line of said Section 36, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 117.89 feet to the POINT OF BEGINNING;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 273.25 feet;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 154.97 feet to a point on a 446.00 foot radius, non-tangent curve, whose center bears South 88 degrees 19 minutes 32 seconds West;

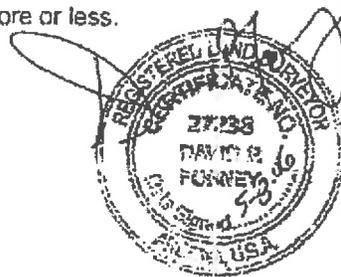
Thence Southerly along said curve, through a central angle of 00 degrees 51 minutes 54 seconds, a distance of 6.73 feet;

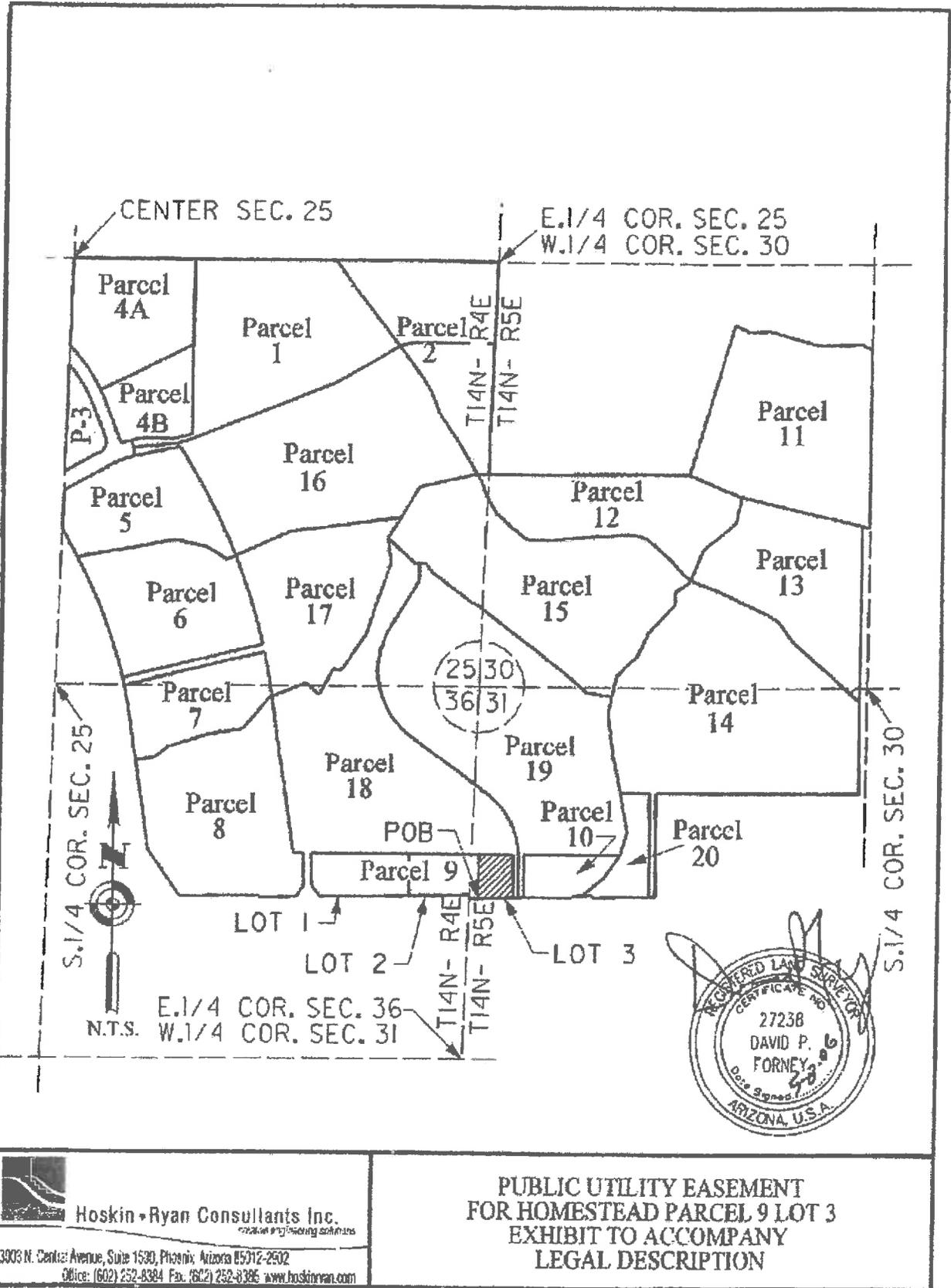
Thence South 00 degrees 48 minutes 34 seconds East, a distance of 244.29 feet;

Thence South 44 degrees 11 minutes 26 seconds West, a distance of 23.28 feet;

Thence South 89 degrees 11 minutes 26 seconds West, a distance of 135.00 feet to the POINT OF BEGINNING.

The above described parcel contains 0.96 acres, more or less.





G:\Projects\04134 108 Homestead Camp Verde\NOI Surveys, Legal - S\MONTGOMERY-PUB-PAR9_LO13.dwg 5/18/2006

Corrected Exhibit A

PARCEL I:

That part of the Southeast Quarter of Section 25 Township 14 North, Range 4 East and the Southwest Quarter of Section 30, Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30 from which the Southwest Corner of Section 30 bears South 01 degrees 50 minutes 26 seconds West, a distance of 2642.08 feet;

Thence South 01 degrees 50 minutes 26 seconds West along the West line of said Section 30, a distance of 1321.04 feet;

Thence South 89 degrees 53 minutes 49 seconds West, a distance of 72.40 feet to the POINT OF BEGINNING;

Thence South 31 degrees 29 minutes 16 seconds East, a distance of 42.98 feet;

Thence South 21 degrees 32 minutes 18 seconds East, a distance of 123.85 feet;

Thence South 31 degrees 39 minutes 02 seconds East, a distance of 106.31 feet;

Thence South 47 degrees 50 minutes 25 seconds East, a distance of 131.39 feet;

Thence South 51 degrees 47 minutes 23 seconds East, a distance of 112.98 feet;

Thence South 76 degrees 36 minutes 49 seconds East, a distance of 34.90 feet;

Thence North 89 degrees 52 minutes 30 seconds East, a distance of 148.75 feet;

Thence North 83 degrees 07 minutes 47 seconds East, a distance of 121.36 feet;

Thence North 86 degrees 17 minutes 36 seconds East, a distance of 327.01 feet;

Thence South 86 degrees 49 minutes 52 seconds East, a distance of 48.16 feet;

Thence South 75 degrees 10 minutes 49 seconds East, a distance of 55.96 feet;

Thence South 54 degrees 07 minutes 26 seconds East, a distance of 71.29 feet;

Thence South 48 degrees 04 minutes 15 seconds East, a distance of 164.13 feet;

Thence South 40 degrees 32 minutes 49 seconds East, a distance of 103.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 56.01 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 20.11 feet;

Thence South 56 degrees 26 minutes 58 seconds West, a distance of 102.34 feet;

Thence South 00 degrees 01 minutes 25 seconds East, a distance of 78.92 feet;

Thence South 43 degrees 19 minutes 54 seconds West, a distance of 239.21 feet;

Thence South 24 degrees 35 minutes 24 seconds West, a distance of 159.76 feet;

Thence South 44 degrees 01 minutes 06 seconds West, a distance of 186.33 feet;

Thence South 12 degrees 46 minutes 24 seconds West, a distance of 123.86 feet;

Thence North 77 degrees 13 minutes 36 seconds West, a distance of 156.36 feet;
Thence North 53 degrees 11 minutes 51 seconds West, a distance of 1566.16 feet;
Thence North 08 degrees 38 minutes 34 seconds West, a distance of 2.00 feet;
Thence North 31 degrees 50 minutes 08 seconds East, a distance of 152.96 feet;
Thence North 30 degrees 41 minutes 07 seconds East, a distance of 222.64 feet;
Thence North 77 degrees 05 minutes 30 seconds East, a distance of 366.84 feet to the POINT OF BEGINNING.

PARCEL 2:

That part of the Southeast Quarter of Section 25, part of the Northeast Quarter of Section 36, Township 14 North, Range 4 East and part of the Southwest Quarter of Section 30, part of the Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 31 from which the Northwest Quarter Corner of said Section 31 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the West line of said Section 31, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 306.89 feet to the POINT OF BEGINNING,

Thence continuing North 89 degrees 11 minutes 26 seconds East, a distance of 34.00 feet;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 264.29 feet to the beginning of a tangent curve whose radius bears South 89 degrees 11 minutes 26 seconds West, a distance of 514.00 feet;

Thence Northerly along the arc of said curve through a central angle of 00 degrees 38 minutes 29 seconds, an arc length of 5.75 feet to a point of non tangency;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 593.80 feet;

Thence North 16 degrees 35 minutes 14 seconds East, a distance of 148.95 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 474.09 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 103.05 feet;

Thence North 80 degrees 25 minutes 35 seconds West, a distance of 160.33 feet to the beginning of a non-tangent curve whose radius point bears South 44 degrees 44 minutes 40 seconds West, a distance of 1010.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 06 degrees 09 minutes 12 seconds, an arc length of 108.47 feet to a point of tangency;

Thence North 51 degrees 24 minutes 33 seconds West, a distance of 348.24 feet;

Thence North 53 degrees 20 minutes 14 seconds West, a distance of 154.22 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 249.41 feet;

Thence North 62 degrees 39 minutes 36 seconds West, a distance of 60.83 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 300.00 feet;

Thence North 34 degrees 45 minutes 45 seconds West, a distance of 63.25 feet;

Thence South 89 degrees 26 minutes 19 seconds West, a distance of 41.50 feet;

Thence South 00 degrees 33 minutes 41 seconds East, a distance of 76.84 feet to the beginning of a tangent curve whose radius point bears South 89 degrees 26 minutes 19 seconds West, a distance of 100.00 feet;

Thence Southerly along the arc of said curve through a central angle of 32 degrees 21 minutes 15 seconds, an arc length of 56.47 feet to a point of tangency;

Thence South 31 degrees 47 minutes 34 seconds West, a distance of 310.64 feet to the beginning of a tangent curve whose radius point bears South 58 degrees 12 minutes 26 seconds East, a distance of 500.00 feet;

Thence Southerly along the arc of said curve through a central angle of 84 degrees 59 minutes 24 seconds, an arc length of 741.68 feet to a point of tangency;

Thence South 53 degrees 11 minutes 51 seconds East, a distance of 627.98 feet to the beginning of a tangent curve whose radius point bears South 36 degrees 48 minutes 09 seconds West, a distance of 480.00 feet;

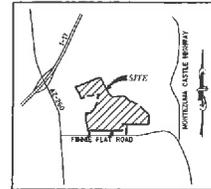
Thence Southerly along the arc of said curve through a central angle of 52 degrees 23 minutes 17 seconds, an arc length of 438.89 feet to a point of tangency;

Thence South 00 degrees 48 minutes 34 seconds East, a distance of 264.29 feet to the Point of Beginning.

EXHIBIT B
PRELIMINARY DEVELOPMENT SITE PLAN

PRELIMINARY SITE PLAN EXHIBIT FOR SILVERADO AT SIMONTON RANCH CAMP VERDE, ARIZONA

LOCATED IN A PORTIONS OF SECTIONS 25, 30, 31 & 36, TOWNSHIP 14 NORTH,
RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



VICINITY MAP
N.T.S.

CLIENT/DEVELOPER: DE SPACIO AT SIMONTON RANCH LLC
3300 N. SCOTTSDALE ROAD, SUITE 100
SCOTTSDALE, ARIZONA 85251

ENGINEER: J. J. WARDEN
8310 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251

CONTACT, PATRICK CLIFTON
PHONE: (480) 363-1257

CONTACT, MATTHEW J. WARDEN, P.E.
PHONE: (480) 363-1257
EMAIL: MATTHEW@JWWARDEN.COM

PARCEL	AREA (AC)	LOTS	DEENSITY	DEENSITY (AC)	OPEN SPACE (AC)	% OPEN SPACE
11	24.21	8	3.00	14.57	60.60	25.00
12	24.21	8	3.00	14.57	60.60	25.00
13	13.52	2	6.76	8.50	37.7	27.87
14	13.52	2	6.76	8.50	37.7	27.87
15	13.52	2	6.76	8.50	37.7	27.87
16	13.52	2	6.76	8.50	37.7	27.87
17	13.52	2	6.76	8.50	37.7	27.87
18	13.52	2	6.76	8.50	37.7	27.87
19	13.52	2	6.76	8.50	37.7	27.87
20	13.52	2	6.76	8.50	37.7	27.87
TOTAL	112.60	40	3.00	145.00	400.00	35.33

OVERALL SITE DATA:

PAPERS: 4-5

TOTAL LOTS (24): 40

GROSS AREA (AC): 112.60

GROSS DENSITY: 3.55

AREA OF LOTS: 112.60 ACRES

AREA OF OPEN SPACE: 40.00 ACRES

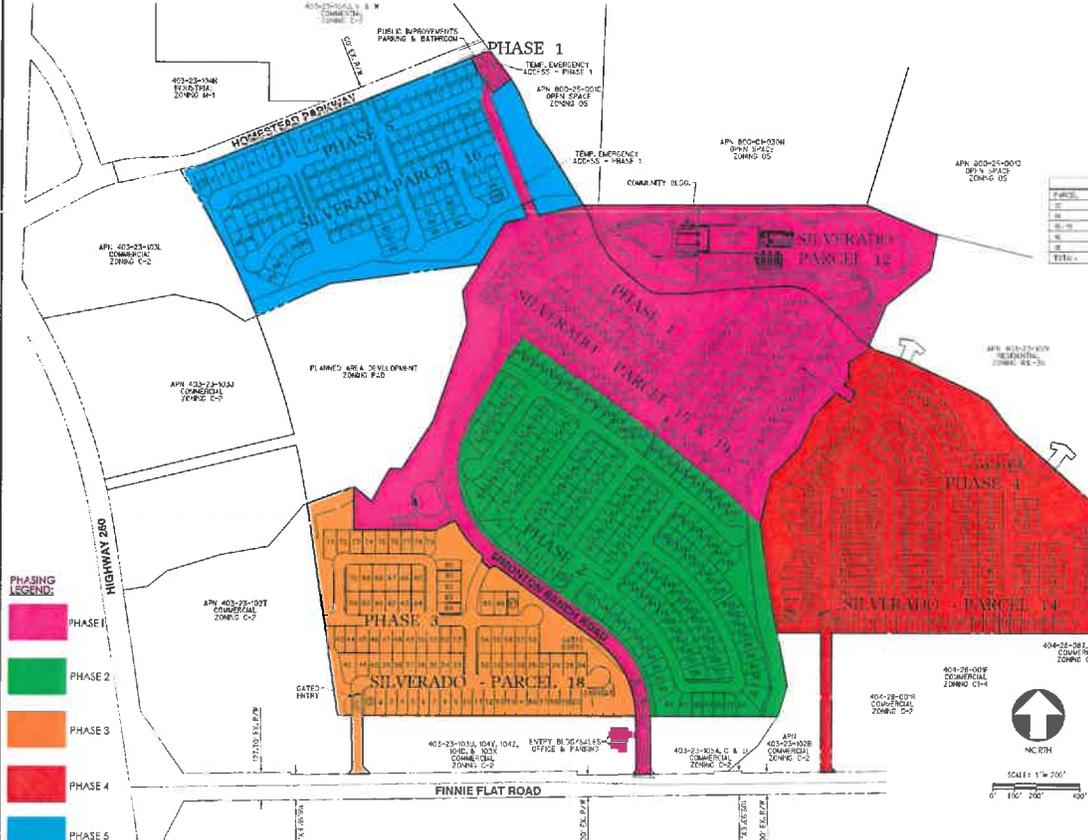
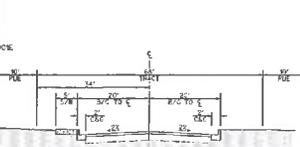
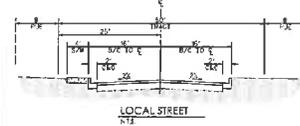
AREA OF TOTAL: 152.60 ACRES

MINIMUM LOT AREA: 13.52 AC

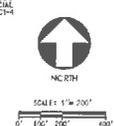
MAX. LOT COVERAGE: 80%

STREETS:

- 1- FRONT (REAR) SIDE DRIVE: 12' (8' FROM BACK OF SIDEWALK)
- FRONT FRONT SIDE GARAGE: 18' (8' FROM BACK OF SIDEWALK)
- REAR: 12'
- STREET SIDE: 12'
- EXISTING LAND USE: VACANT LAND
- EXISTING ZONING: PLS. OR -S, PR -1B, A, RS-25, RP-24D
- PROPOSED ZONING: C-2



- PHASING LEGEND:**
- PHASE 1
 - PHASE 2
 - PHASE 3
 - PHASE 4
 - PHASE 5



SILVERADO AT SIMONTON RANCH
 CAMP VERDE, ARIZONA
 PRELIMINARY SITE PLAN EXHIBIT

300engineering
 CIVIL ENGINEERING
 1000 N. CENTRAL AVENUE, SUITE 100
 PHOENIX, ARIZONA 85004
 PHONE: (602) 998-8888
 FAX: (602) 998-8889
 WWW.300ENGINEERING.COM

SHEET NO. 5035
 DATE: 06/26/19
 DRAWN BY: M. WARDEN
 CHECKED BY: J. WARDEN
 APPROVED BY: J. WARDEN
 CSDP1
 1 of 1

CLIENT/DEVELOPER:
SILVERADO AT SIMONTON RANCH LLC
3305 FL SCOTTSDALE BLVD, SUITE 105
SCOTTSDALE, ARIZONA 85254
CONTACT: PATRICK CLIFTON
PHON: (602) 363-8957

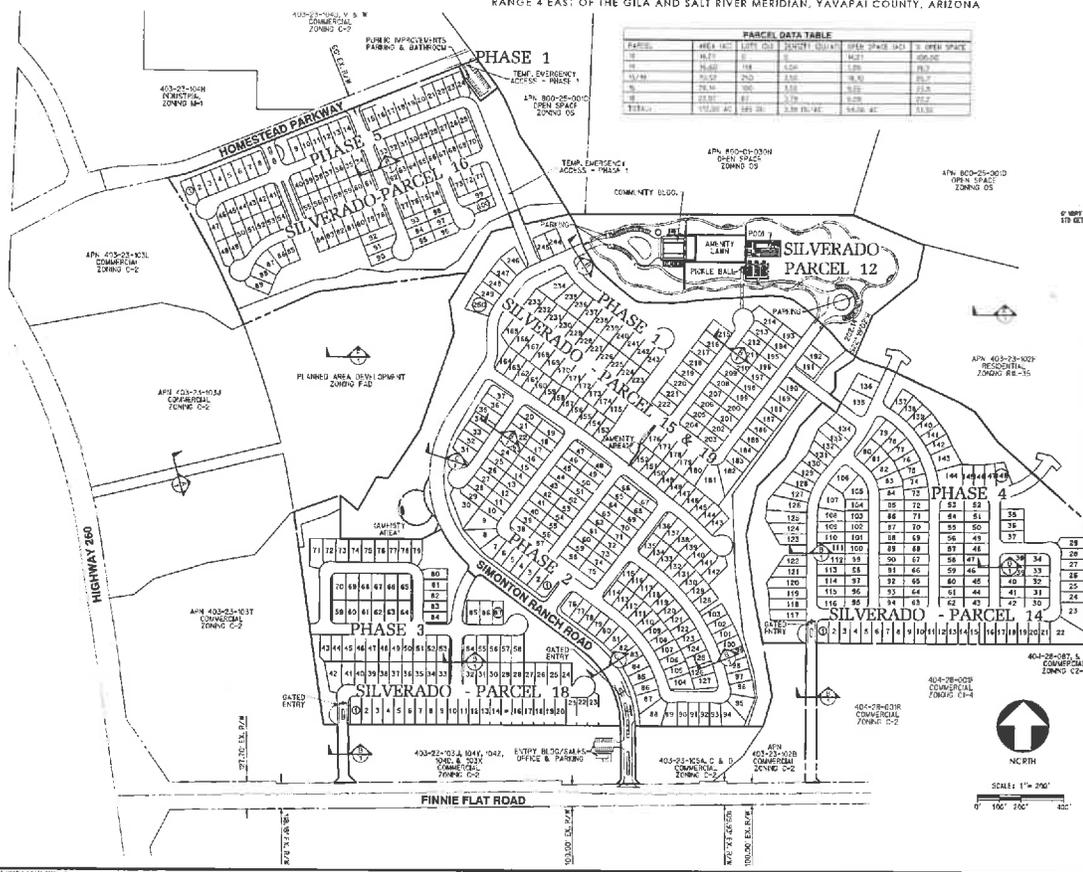
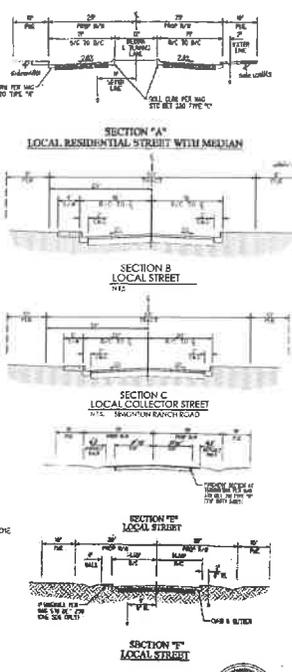
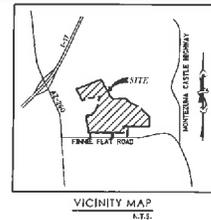
ENGINEER:
J. SPRINGER
2725 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251
CONTACT: MATTHEW L. MANCHEL, P.E.
PHONE: (602) 254-1887
EMAIL: MATTHEW@NCHENG.COM

STREET SECTION EXHIBIT FOR SILVERADO AT SIMONTON RANCH CAMP VERDE, ARIZONA

LOCATED IN A PORTIONS OF SECTIONS 25, 30, 31 & 36, TOWNSHIP 14 NORTH,
RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA

PARCEL DATA TABLE

PARCEL	AREA (AC)	LOT#	SECTION	TOWNSHIP	RANGE	OPEN SPACE (AC)	% OPEN SPACE
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3eengineering
CONSULTING ENGINEERS

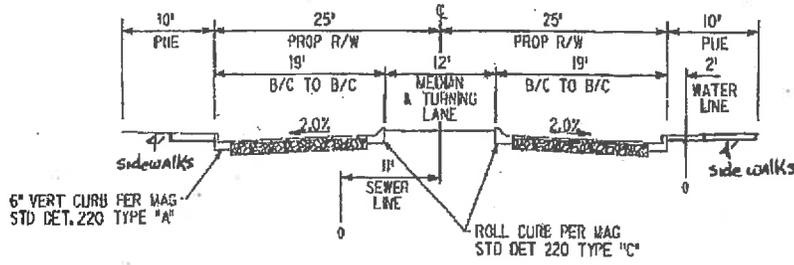
**SILVERADO AT SIMONTON RANCH
CAMP VERDE, ARIZONA
STREET SECTION EXHIBIT**

PROJECT NO. 19-001
DATE: 06/15/2019

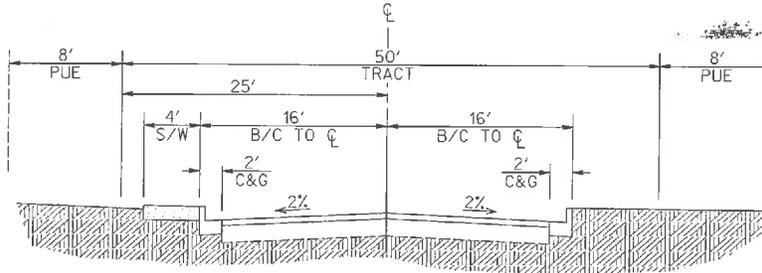
SCALE: 1" = 200'

1 of 1

EXHIBIT C
MODIFIED STREET SECTION

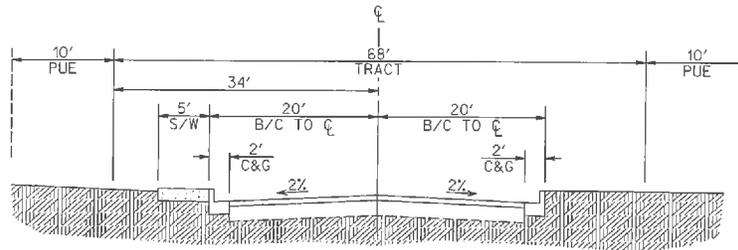


SECTION "A"
LOCAL RESIDENTIAL STREET WITH MEDIAN



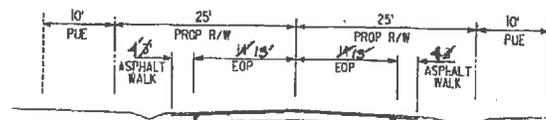
SECTION B
LOCAL STREET

N.T.S.



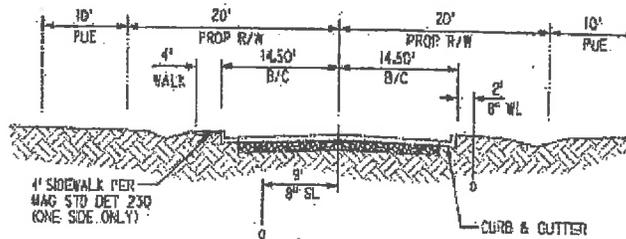
SECTION C
LOCAL COLLECTOR STREET

N.T.S. SIMONTON RANCH ROAD



PAVEMENT SECTION AT
TERMINATION PER MAG
STD DET 201 TYPE "A"
(TYP BOTH SIDES)

SECTION "E"
LOCAL STREET



SECTION "R"
LOCAL STREET

Town of Camp Verde



Agenda Item Submission Form / Section I: Resolution 2019-1025 Final Development Plan- Verde Ranch Estates Application # 2019-0196

Meeting Date: June 26, 2019 Town Council Meeting

- Consent Agenda
- Recommendation to Council
- Executive Session Requested
- Presentation Only
- Action/Presentation

Requesting Department: Community Development
 Staff Resource/Contact Person: Carmen Howard, Community Development Director

Applicant: Brad Woodruff, Verde Ranch MH, LLC
 Application: PAD Final Development Plan

Agenda Title (be exact): Resolution 2019-1025

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING A FINAL DEVELOPMENT PLAN/SITE PLAN SUBMITTED BY BRAD WOODRUFF, VERDE RANCH MH, LLC, TO DEVELOP VERDE RANCH ESTATES PHASE 1A, ZONED R1-PAD . THE PROPOSED PROJECT IS GENERALLY LOCATED NORTH OF FINNIE FLAT RD. AND EAST OF HWY 260 ON APPROXIMATELY 28 ACRES, APN #403-23-103P, 403-23-429, 403-23-423E, 403-23-432D, 403-23-430B IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

List Attached Documents:

- Staff Report
- Letter of Intent
- Application
- PAD Exhibits (provided 11X17, 24X36 in Com Dev Dept.)
- Draft June 13 P&Z minutes

Estimated Presentation Time: 10 minutes.

Estimated Discussion Time: 10 minutes

Reviews Completed by:

Department Head: Carmen Howard

Town Attorney review:

Comments: In Staff Report

Comments: Resolution for form

**Exhibit A – Staff Report: Resolution 2019-1025 Verde Ranch Estates Final Site Plan
Application # 2019-0196**

Town of Camp Verde: June 27, 2018 Town Council

BACKGROUND:

The subject property was originally zoned PAD in 1999 for a 360-acre commercial and residential development called The Homestead at Camp Verde. The PAD was amended twice in 2005 and twice more in 2006, which effectively changed the residential and commercial acreage, as well as adding new industrial zoning, land uses. In April 2006, the Town of Camp Verde approved a final plat for a portion of the property for a single-family subdivision. As the economic recession began in 2007, plans for the development stalled and the Property remains undeveloped to this day. CFT Ventures, LLC (CFT) tried to acquire the property with the intent of developing the site for a new subdivision of manufactured homes called Silverado at Simonton Ranch. On January 3, 2018, the property was rezoned to R1 PAD to accommodate this proposed development. CFT Ventures was unable to complete the purchase and Verde Ranch MH; LLC completed the purchase of approximately 110 acres of the 173 originally rezoned for this project in January 2019. The PAD designation requires approval of a Final Site Plan by the Town Council prior to issuing building permits. Verde Ranch MH is ready to commence development of the first phase of this project. The Planning and Zoning Commission reviewed the development plan and forwarded a recommendation for approval to the Town Council at their meeting on June 13, 2019.

THE FOLLOWING HAS BEEN COMPLETED BY THE APPLICANT AND/OR STAFF:

- The subject property received approval of a Zoning Map Change for R1-PAD on January 3, 2018, per Ordinance No. 2018-A429.
- The proposed plan complies with the Town of Camp Verde General Plan.
- The proposed plan complies with Building, Zoning and Fire District regulations.
- The Planning & Zoning Commission reviewed the Final Development Plan at their meeting on June 13, 2019 and forwarded a recommendation for approval to the Town Council.

STAFF RECOMMENDATION:

Staff recommends approval of the Final Development Plan, as proposed, to develop a manufactured home community with amenities.

RECOMMENDED MOTION:

A MOTION TO RECOMMEND APPROVAL OF RESOLUTION 2019-1025 FOR A FINAL DEVELOPMENT PLAN, AS REQUESTED BY VERDE RANCH MH, LLC. THE PROPERTY IS LOCATED NORTH OF FINNIE FLAT RD AND EAST OF HWY 260.



RESOLUTION NO. 2019-1025

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING A FINAL DEVELOPMENT PLAN/SITE PLAN SUBMITTED BY BRAD WOODRUFF, VERDE RANCH MH, LLC, FOR VERDE RANCH ESTATES PHASE 1A, ZONED R1-PAD . THE PROPOSED PROJECT IS GENERALLY LOCATED NORTH OF FINNIE FLAT RD. AND EAST OF HWY 260 ON APPROXIMATELY 28 ACRES, APN #403-23-103P, 403-23-429, 403-23-423E, 403-23-432D, 403-23-430B IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

WHEREAS, the subject property was originally zoned PAD in 1999 for a 360-acre commercial and residential development called The Homestead at Camp Verde; and

WHEREAS, the PAD was amended twice in 2005 and twice more in 2006, which effectively changed the residential and commercial acreage, as well as adding new industrial zoning, land uses; and

WHEREAS, on January 3, 2018, the property was rezoned to R1 PAD to accommodate a proposed development of manufactured homes; and

WHEREAS, the prior developer, CFT Ventures, was unable to complete the purchase and Verde Ranch MH; LLC completed the purchase of approximately 110 acres of the 173 originally rezoned for this project in January 2019; and

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

WHEREAS, the Planning and Zoning Commission reviewed the development plan and forwarded a recommendation for approval to the Town Council at their meeting on June 13, 2019; and

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby find as follows:

- A. A request for approval of Final Development Plan 2019-0196 was filed by Brad Woodruff, Verde Ranch MH, LLC, for a proposed manufactured home community on approximately 28 acres zoned R1-PAD.
- B. The Planning & Zoning Commission reviewed the request on June 13, 2019 and recommended approval of Final Development Plan 2019-0196.
- C. The proposed Development Plan will not constitute a threat to the health, safety, welfare or convenience to the public and should be approved.
- D. The proposed plan is in conformation with the Town of Camp Verde General Plan.

RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY,
ARIZONA ON JUNE 26, 2019.

Charles C. German, Mayor Date:

Attest:

Approved as to form:

Judith Morgan, Town Clerk Date:

Town Attorney



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com

info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889

June 6, 2019

Town of Camp Verde
Planning and Zoning Commission
473 South Main St. Suite 102
Camp Verde, AZ 86322

RE: Letter of Intent for Verde Ranch MH LLC

To Whom it May Concern,

We are pleased to provide this Letter of Intent and the supporting documentation for your review and approval.

Project Team

Verde Ranch MH LLC– Developer/Applicant
Krishan Ginige (SEC, Inc.) – Authorized Agent (Applicant)
SEC, Inc. – Planning, Engineering and Surveying
SBH Designs-Architect
Waibel & Associates- Landscape Designer

Overview

Verde Ranch MH LLC has purchased the properties consisting of parcels 403-23-102U, 102Z, 103P, 104L, 415B, 429, 430B, 432C, 432D, 432E, 432F & 432J (approximately 108 acres) within the Town of Camp Verde. The access to the site is from Finney Flat Road (multiple locations). The property was formally known as Simonton Ranch and the project is currently zoned as R1-PAD.

The project will be developed in phases. This submittal is for Phase 1A. Please refer to the phase map for the phase orientation.

Site Development

The proposed development will consist of 89 manufactured home sites, a clubhouse and various amenities (see Site Plan for details). The proposed development will gain access from Finney Flat Road in two different locations. The main entrance will be from Monarch

Lane, while a secondary access will be from a shared entrance with Verde Valley Medical Center.

There are 49 lots, all 50' wide with lot lengths varying from 110-130', with an additional 40 lots, all 60' wide with lot lengths varying from 110-125', for a total of 89 manufactured home sites.

The development will be a gated community with electronic key pad entry. The two gates will be motorized with remote and keypad access and there will not be a gate house for the development. The internal road system will consist of 24' wide paved roads with a 6' wide multi-use path on both sides of the road. This multi-use path will connect to the overall pedestrian circulation paths of the area. Monarch Lane will be the main circulation corridor, which will have a 36' wide paved road surface. A 12' corridor on both sides will consist of a multi-use path, as well as landscape/streetscape.

Based on the discussion with the Fire Department, an emergency access is provided between Elk Ranch Road and Mann Circle.

The main recreation area is to the north of the proposed development with a clubhouse and parking. Amenities will include, but are not limited to, a pool, splash pad, horseshoe pits, pickle ball courts and a dog park.

Utilities

The project will utilize Camp Verde Water System for water and Camp Verde Sanitary District for sewer. There is an existing sewer line and the project intends to connect to this line, however, due to the existing sewer lines within the perimeter of the project, the development has many options. Water supply will be supplied by Camp Verde Water System with two proposed connections from Finney Flat Road. Water and sewer plans have been designed, reviewed by the operating entities and approved by Yavapai County.

The electrical supply will be provided by APS. Unisource Energy Services will provide gas services and internet/phone service will be provided Suddenlink Communications. All of the above referenced services are under design.

Drainage

The natural drainage of the existing site is on a north, Northeast direction. The drainage from this development will flow to an unnamed wash to the north and eventually contribute to the Verde River. The site has retention basins excavated from the previous development. The intent of the new design is to utilize these drainage structures and patterns with modifications. All drainage structures will have an emergency spillway that will be connected to the regional drainage path. All proposed development is away from designated floodplains.

Architecture

The design intent of the architectural pallet is to blend into the use of native Southwest materials such as reclaimed antique wood beams, rusted standing seam roofs, horizontal lap siding, natural desert tone stone veneers and brownish-black sash, exterior lighting of a lantern style with rusted frames and will comply with the "Dark Sky Ordinance". The proposed building for the site is a clubhouse with an estimated square footage not to exceed 6,000 sf. Please reference the attached architectural plans.

Landscaping

The landscape of Verde Ranch is meant to provide residents with a range of experiences, from highly programmed recreational areas to meditative walking trails. Outdoor spaces will vary in scale and in social intensity, from the privacy of the outdoor living spaces within each lot, to larger shared spaces that encourage social gatherings.

The materiality and design language have been carefully curated to ensure a cohesive experience across the site. Materials have been chosen to give a contemporary feel, yet to blend in seamlessly with the rustic setting. Paths and terraces will be paved in a mixture of decomposed granite and precast concrete pavers, selected for their clean lines and contrast of textures. Native desert vegetation will be grouped in lush plantings, with species selected both for their resilience to drought and for their seasonality and year-round appeal. Desert trees and shrubs will be used to break up spaces, creating privacy, but also to create alluring naturalistic gardens. Regimented allées of trees will help visually reinforce central routes, while also providing shade. Please see the Site Plan for an illustration of the landscape concepts.

Following documents are made a part of this letter.

- Development Plan Exhibit. (Phase 1A)
- Phasing Map
- Architectural Plans

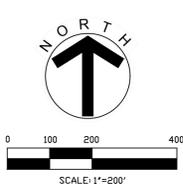
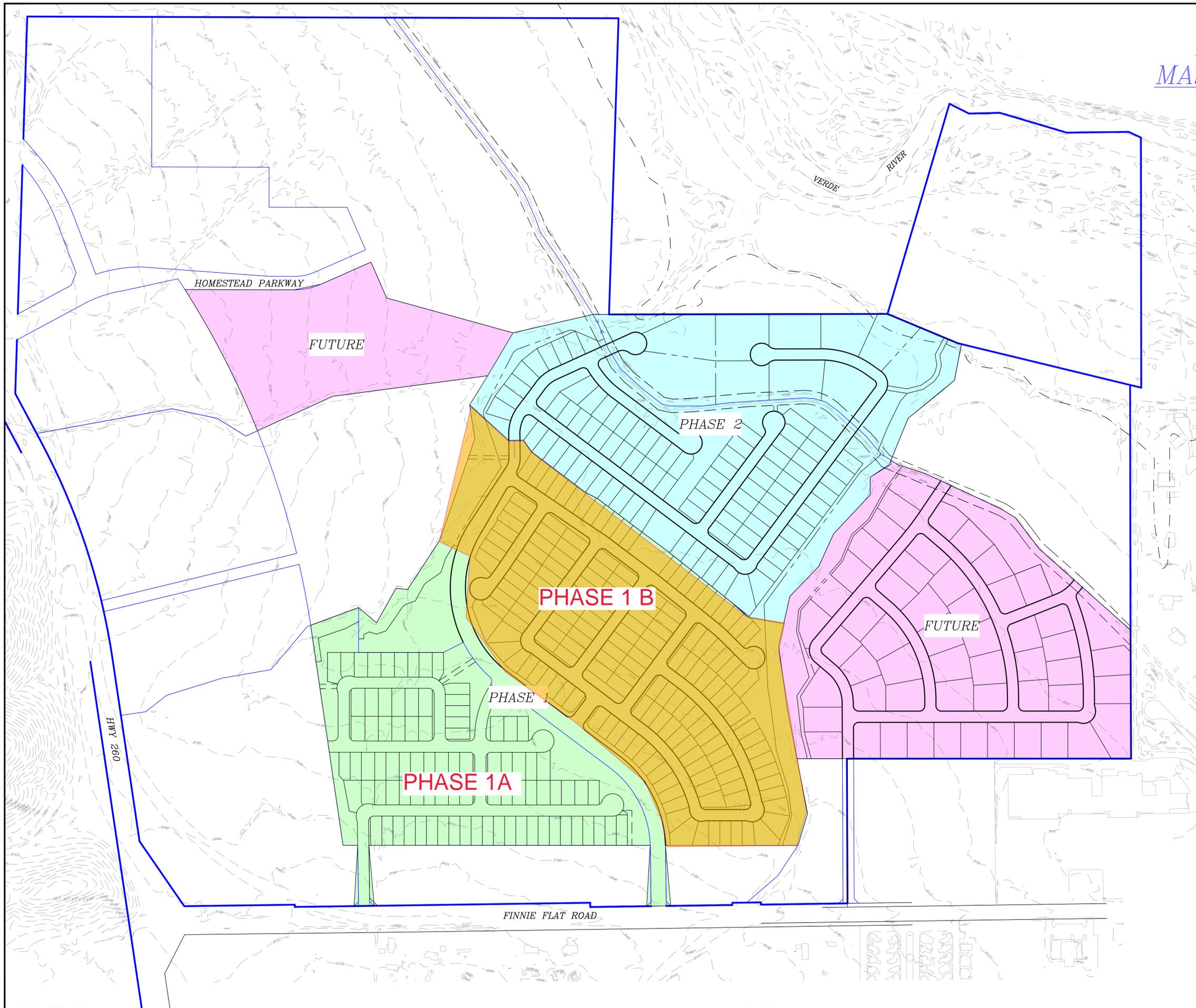
If you have any questions or need additional clarification, please feel to contact me at kginige@sec-landmgt.com or by phone at 928-634-5889 Ext 4219.

Sincerely



G. Krishan Ginige, P.E, MS, CFM
President

VERDE RANCH MASTER PLAN EXHIBITS



PRELIMINARY. NOT FOR CONSTRUCTION. FOR AGENCY REVIEW ONLY

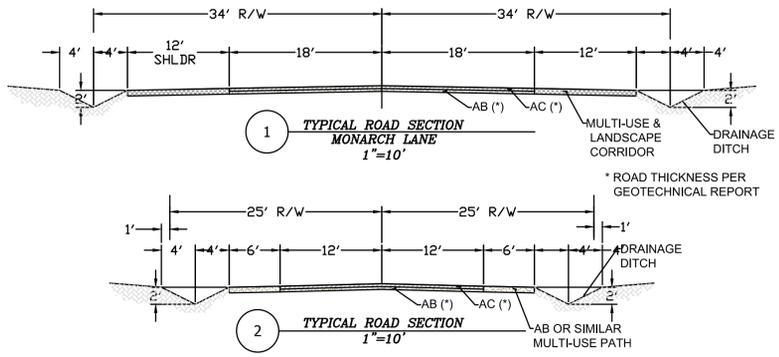
VERDE RANCH MASTER PLAN EXHIBIT

 825 COVE PARKWAY COTTONWOOD ARIZONA 86326 (928) 282-7787	PHASE MAP		
	DATE 1/15/2019	DRAWN NMW	SHEET 1 OF XX
SCALE AS SHOWN	CHECKED KG	PROJECT NO. XX	

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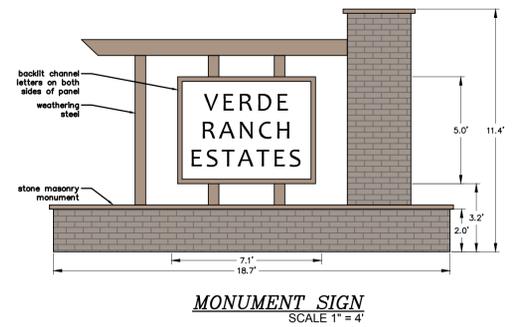
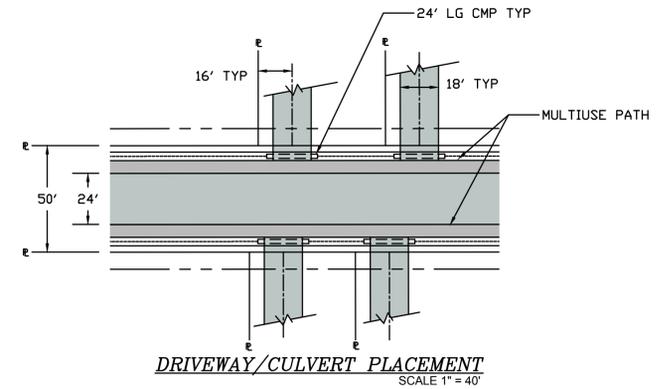
VERDE RANCH MH LLC

PHASE 1A - FINAL SITE PLAN / DEVELOPMENT PLAN



- DETENTION BASIN
- LANDSCAPED AREA
- RECREATION AMENITIES
- MULTIUSE PATH
- VEHICLE ACCESS
- PHASE 1A BOUNDARY

VERDE RANCH PHASE 1A PROJECT SUMMARY	
ZONING:	R1-PAD
AREA:	28.99 ACRES
No. OF LOTS:	89
MILES OF ROAD:	1.11
CLUB HOUSE:	5,840 SQ FT
29.3% OPEN SPACE	



NORTH

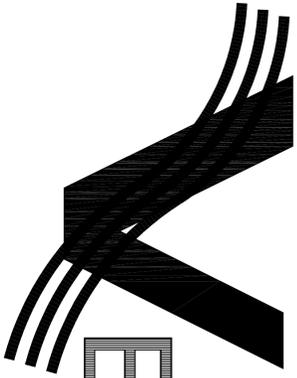
EXPIRES 3/31/2021

NOT FOR CONSTRUCTION. FOR INTERNAL REVIEW ONLY.

VERDE RANCH
PHASE 1A - FINAL SITE PLAN / DEVELOPMENT PLAN

SITE PLAN		
 825 COVE PARKWAY COTTONWOOD, AZ 86326 (928) 282-7787	DATE	SHEET
	6/5/19	1 OF 1
SCALE	CHECKED	PROJECT NO.
1" = 100'	KG	18-0602CE

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VERDE

RANCH CLUBHOUSE

CAMP VERDE, ARIZONA 86322

SHEET INDEX

- C1 COVER SHEET, SHEET INDEX
- A1 SITE PLAN, SITE AND BUILDING INFORMATION
- A1.5 SITE NOTES
- A2 FLOOR PLAN (NOTES), FINISHES AND DETAILS
- A3 FLOOR PLAN (DIMENSIONS)
- A3.5 ENCLOSED PLANS, INTERIOR ELEVATIONS
- A4 SECTION ELEVATIONS
- A5 REFLECTED CEILING PLAN
- A7 STRUCTURAL NOTES
- A8 FOUNDATION PLAN
- A9 FRAMING PLAN
- A10 DETAILS
- A11 DETAILS
- SP1 SPECIFICATIONS
- SP2 SPECIFICATIONS
- SP3 SPECIFICATIONS
- SP4 SPECIFICATIONS
- M1 MECHANICAL / PLUMBING
- E1 POWER PLAN
- E2 LIGHTING PLAN
- E3 ONELINE AND NOTES



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 EMAIL: sbhdesignstudio@gmail.com

NEW CLUBHOUSE FOR
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CAMP VERDE, ARIZONA 86322

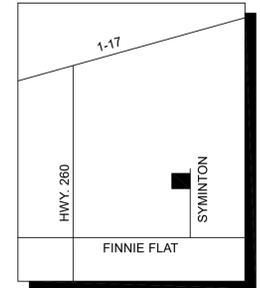


OWNER INFORMATION:
 VERDE FENCEPOST
 2800 NIAGRA LANE NORTH
 PLYMOUTH, MN 55447
 480 947-9253
 CONTACT: BRAD WOODRUFF

ARCHITECT:
 SBH DESIGNS LLC
 1565 N BOOT HILL DR.
 CAMP VERDE, ARIZONA 86322
 928 642-5816

LANDSCAPE ARCHITECT:
 SBH DESIGNS LLC
 1565 N. BOOT HILL DR.
 CAMP VERDE, ARIZONA 86322
 928 642-5816

CIVIL ENGINEER:
 SEC ENVIRONMENTAL CONSULTANTS
 825 COVE PARKWAY
 COTTONWOOD AZ 86326
 928 634-5889
 CONTACT: KRISHAN GINIGE



VICINITY MAP
 N.T.S.

PROJECT INFORMATION:

PROJECT ADDRESS: VERDE RANCH MODULAR PARK
 CAMP VERDE, AZ
 SITE ZONING: C2 - PAD
 OCCUPANCY: ASSEMBLY, GROUP A3

CONSTRUCTION TYPE:
 QUARTER SECTION:
 BUILDING SET BACKS:
 FRONT PER TOWN PAD STANDARDS
 REAR PER TOWN PAD STANDARDS
 SIDE PER TOWN PAD STANDARDS

SQUARE FOOTAGE & PARKING ANALYSIS:

BLVC.
 GROSS FLOOR AREA:
 ASSEMBLY AREAS: 2244 SQ. FT.
 RESTROOMS 308 SQ. FT.
 OFFICE/SALES/BILLARDS 2118 SQ. FT.
 KITCHEN 198 SQ. FT.
 MECHANICAL 66 SQ. FT.
 TOTAL BUILDING SQ. FT. 4934 SQ. FT.

PARKING ANALYSIS (NET SQ. FT.)
 ASSEMBLY AREAS 4362 >200 = 21 SPACES
 EMPLOYEES (3) = 3.0 SPACES
 TOTAL PARKING REQUIRED 24 SPACES
 TOTAL PARKING PROVIDED 27 SPACES

DESIGN CRITERIA:

GROUND SNOW LOAD: 20 LBS
 WIND DESIGN SPEED: 90 MPH EXPOSURE C
 SEISMIC DESIGN CATEGORY: C
 RVS. MODERATE
 FROST LINE DEPTH: 12 INCHES (305 MM)
 TERMITE: MODERATE TO HEAVY
 WINTER DESIGN TEMPERATURE: 20 DEGREES
 ICE BARRIER UNDERLAYMENT REQUIRED: NO
 FLOOD HAZARDS: REFER TO YAVAPAI CTY. FLOOD CONTROL
 AIR FREEZING INDEX: 194
 MEAN ANNUAL TEMPERATURE: 53 DEGREES
 CLIMATE ZONE: 2B

CODES

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS PER THE TOWN OF CAMP VERDE ADOPTING ORDINANCES.

- 2018 INTERNATIONAL BUILDING CODE (ICB) - (INCLUDING APPX. J)
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
- 2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
- 2018 INTERNATIONAL FIRE CODE (IFC) - (INCLUDING APPX. B, C & D)
- 2018 INTERNATIONAL FUEL GAS CODE (IFGC) - (INCLUDING APPX. A, B, C, D)
- 2018 INTERNATIONAL MECHANICAL CODE (IMC) - (INCLUDING APPX. A)
- 2017 NATIONAL ELECTRIC CODE (NEC)
- 2018 INTERNATIONAL PLUMBING CODE (IPC) - (INCLUDING APPX. F)
- 2018 INTERNATIONAL RESIDENTIAL CODE (IRC) - (INCLUDING APPX. M, N, Q)
- 2018 INTERNATIONAL SWIMMING POOL & SPA CODE (ISpsc)
- TOWN CODE - CHAPTER 7 BUILDING - ARTICLE 7-1-100 & ARTICLE 7-2

DEFERRED SUBMITTAL

1. FIRE SPRINKLER DESIGN & DRAWINGS
2. TRUSS PROFILES & CALCULATIONS

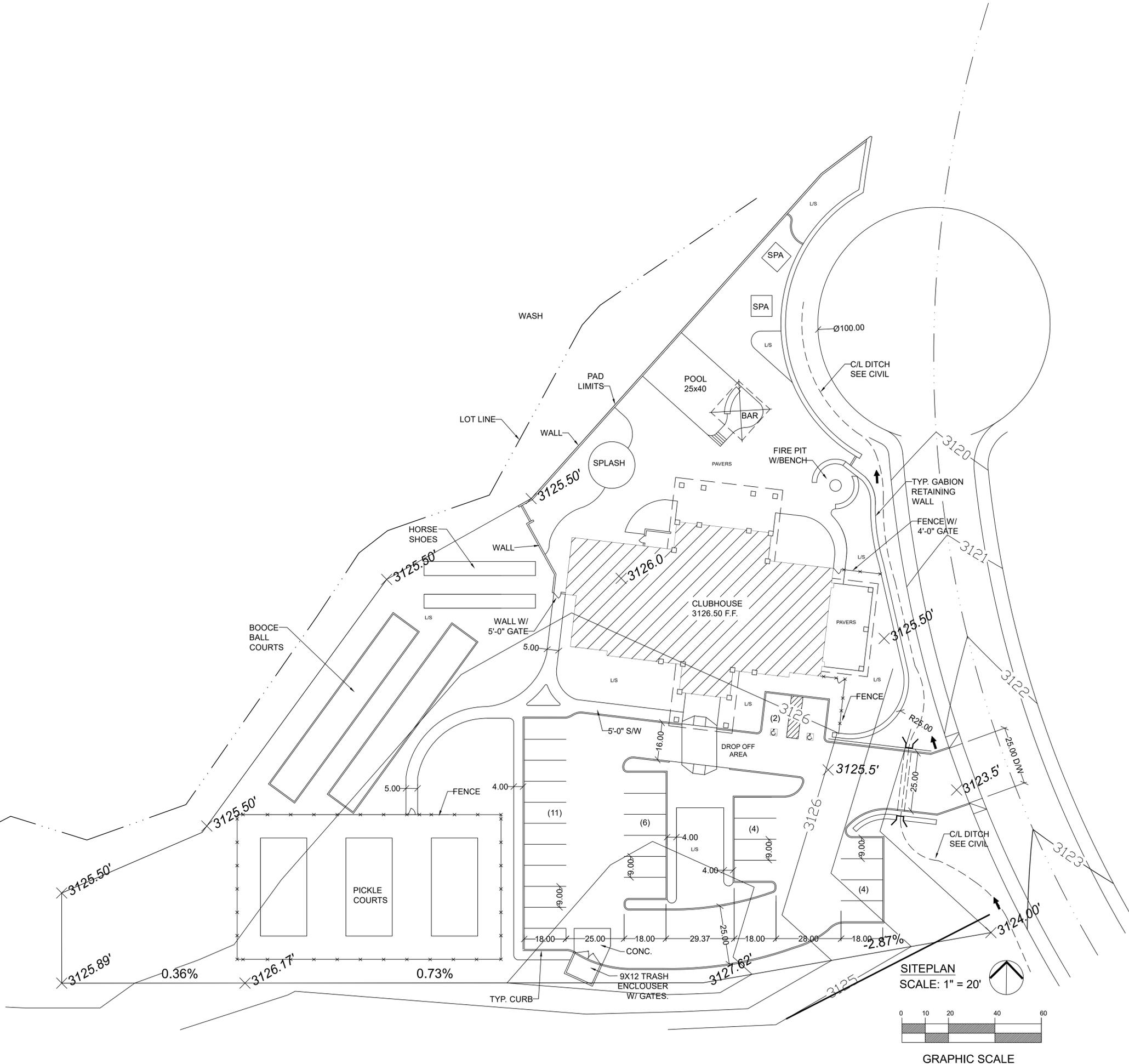


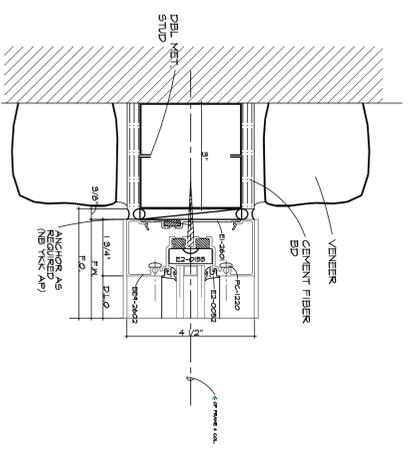
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 EMAIL: sbhdesignstudio@gmail.com

**NEW CLUBHOUSE FOR
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 CAMP VERDE, ARIZONA 96322**

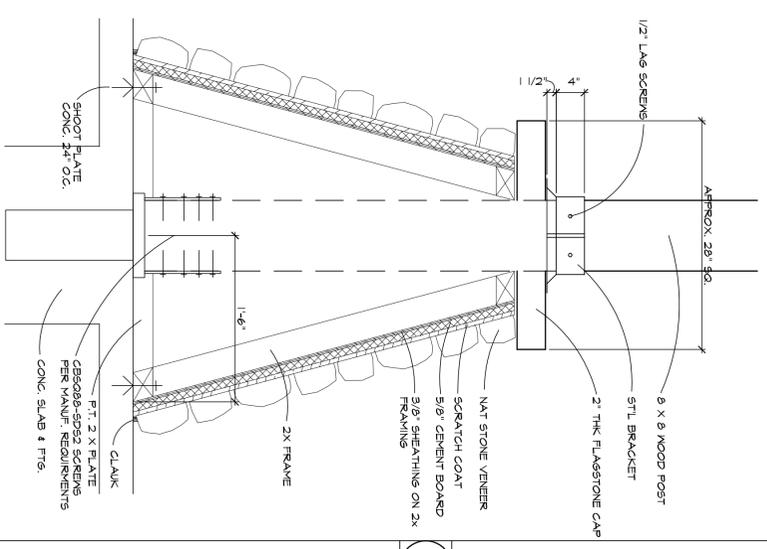
5/16/19

A1
 Page 70 of 151

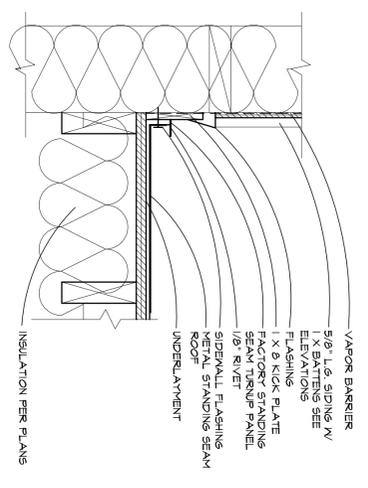




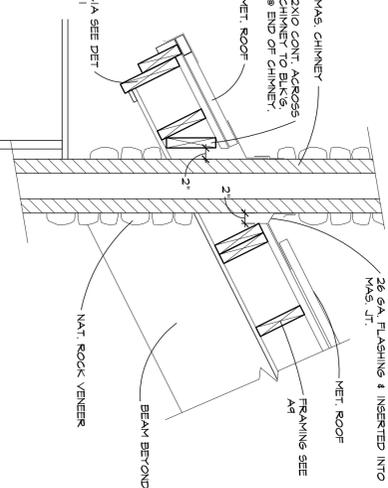
15 JAMB @ VENEER
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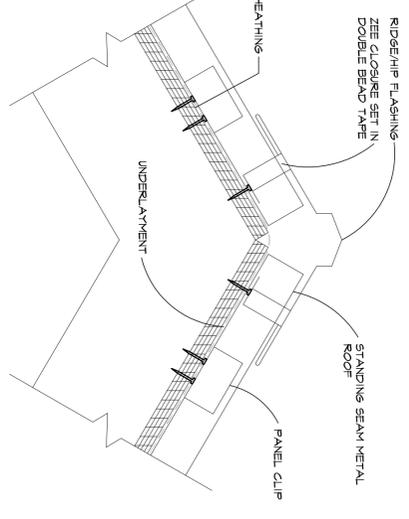
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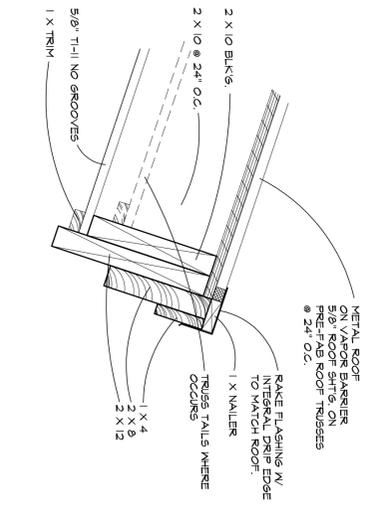
8 FLASHING @ WOOD
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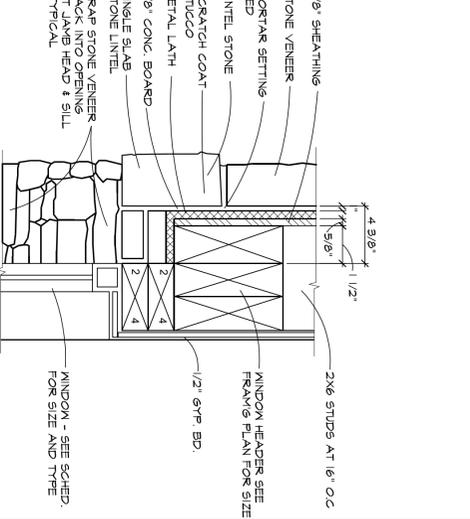
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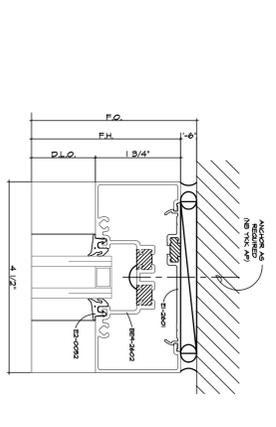
4 METAL ROOF @ RIDGE
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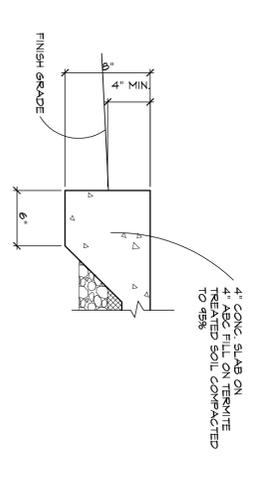
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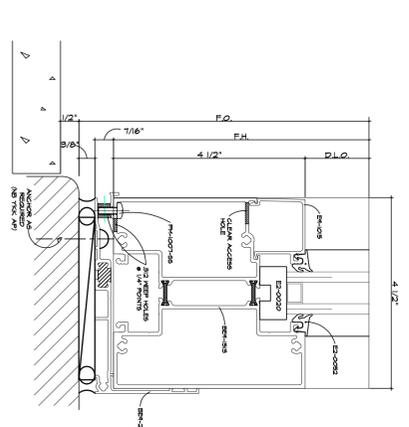
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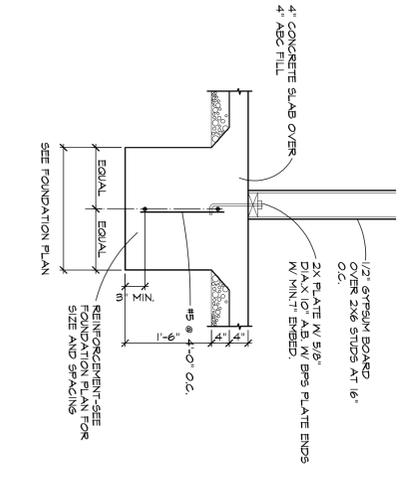
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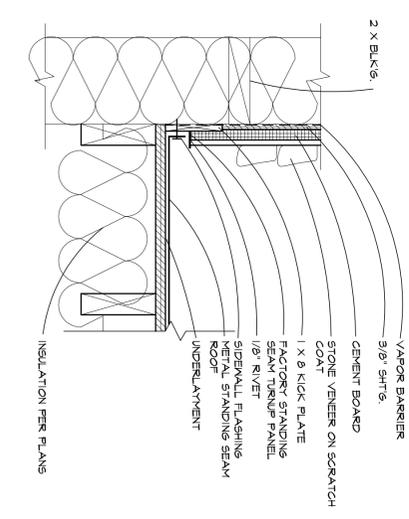
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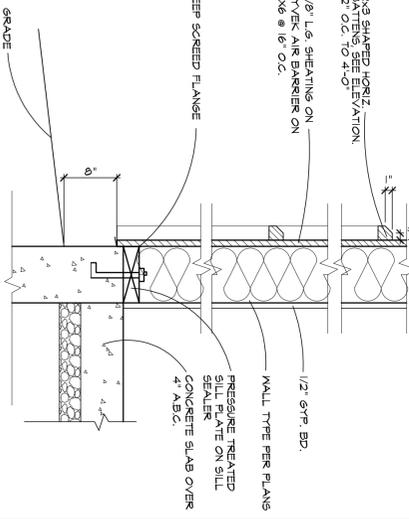
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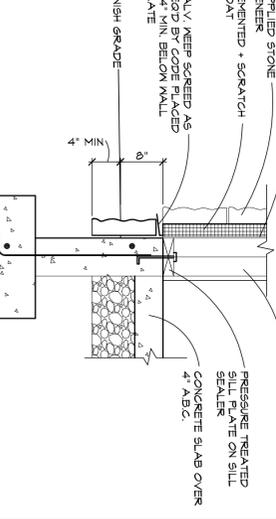
11 INT. FOOTING DETAIL
SCALE: 1\"/>



7 FLASHING @ STONE
SCALE: 3\"/>



3 WD SIDING DETAIL
SCALE: 1 1/2\"/>



2 FOUND. W/ STONE VENEER
SCALE: 1\"/>

16

14

11

7

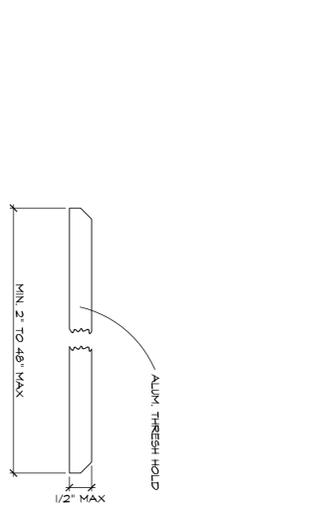
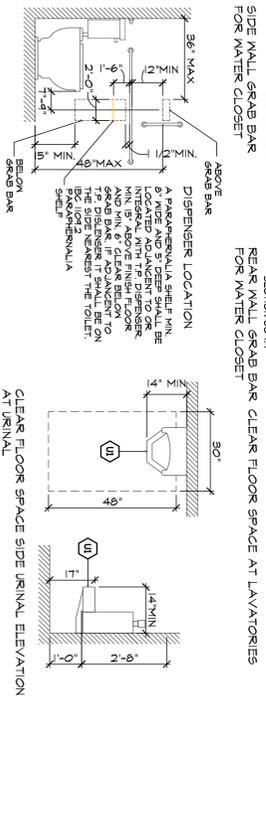
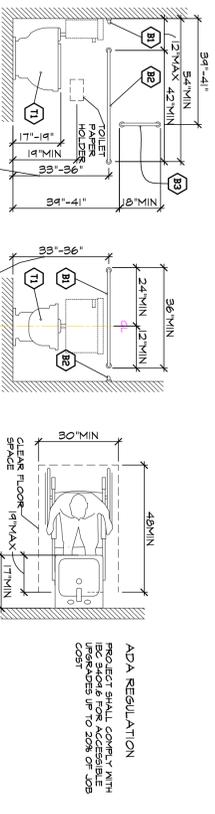
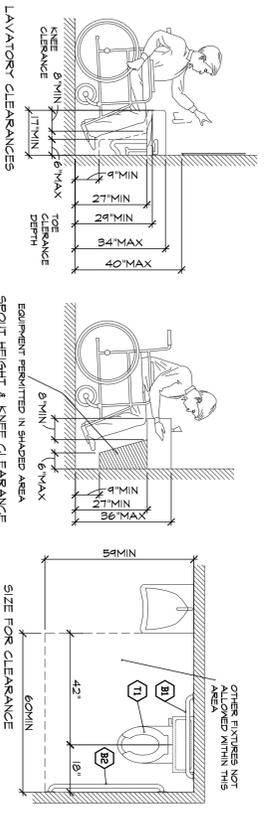
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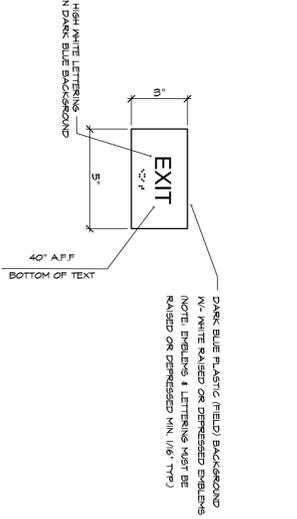
5/15/19

NEW CLUBHOUSE FOR VERDE RANCH ESTATES CAMP VERDE, ARIZONA 86322

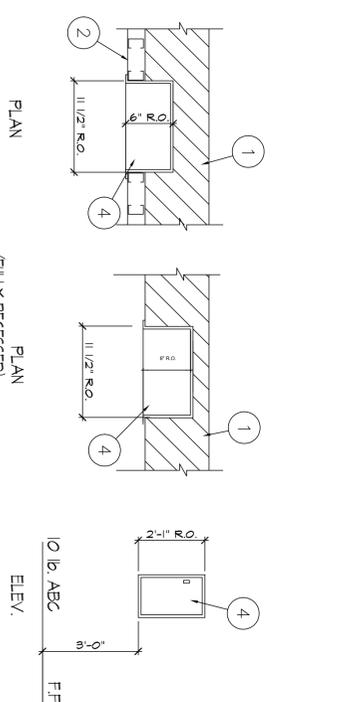
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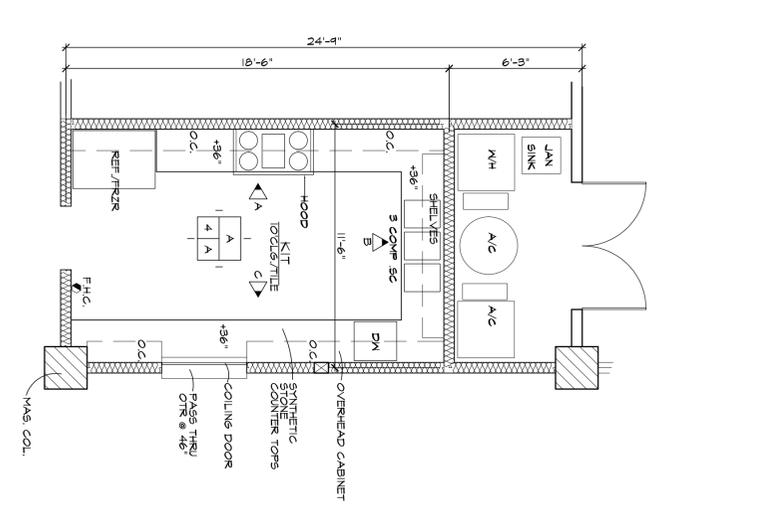
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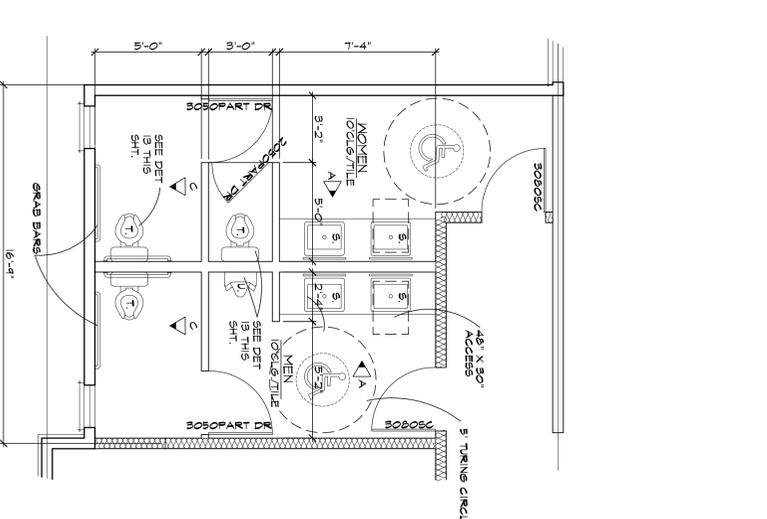
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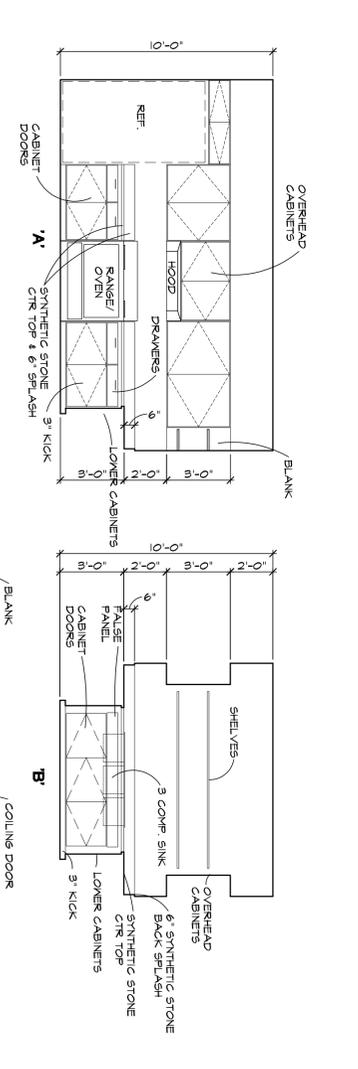
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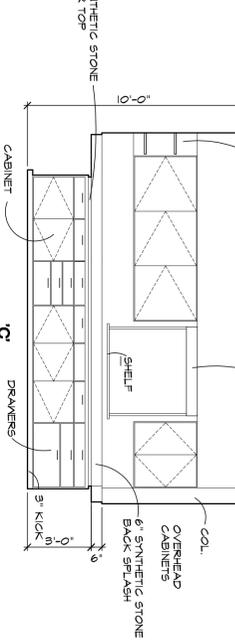
2 ENLARGED KITCHEN PLAN
SCALE: 1/4\"/>



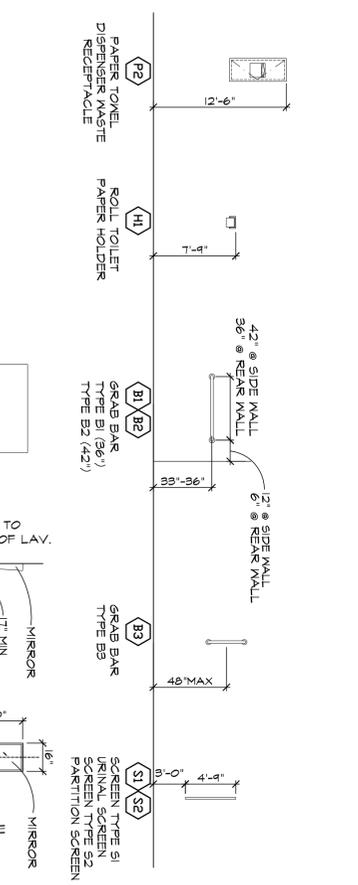
1 ENLARGED RESTROOM PLAN
SCALE: 1/4\"/>



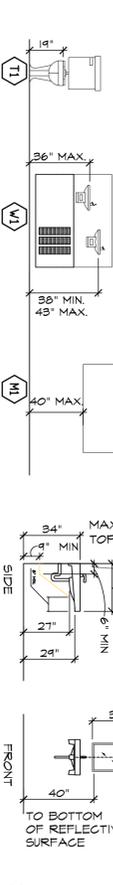
8 KITCHENS ELEVATIONS
SCALE: 1/4\"/>



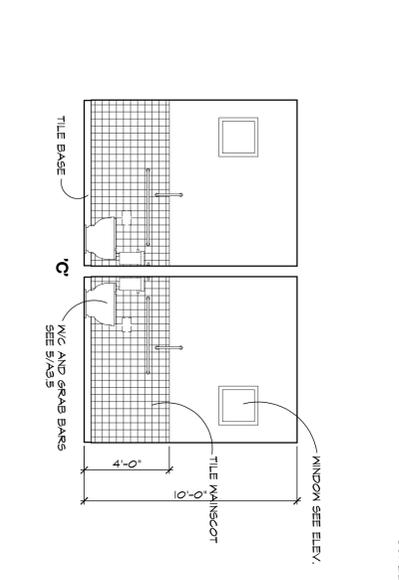
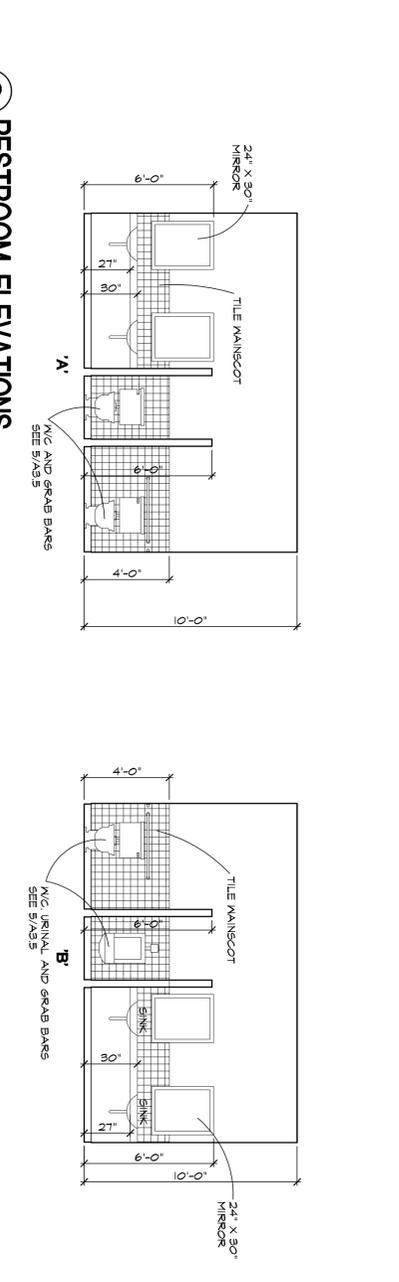
5 ADA RESTROOM CLEARANCES
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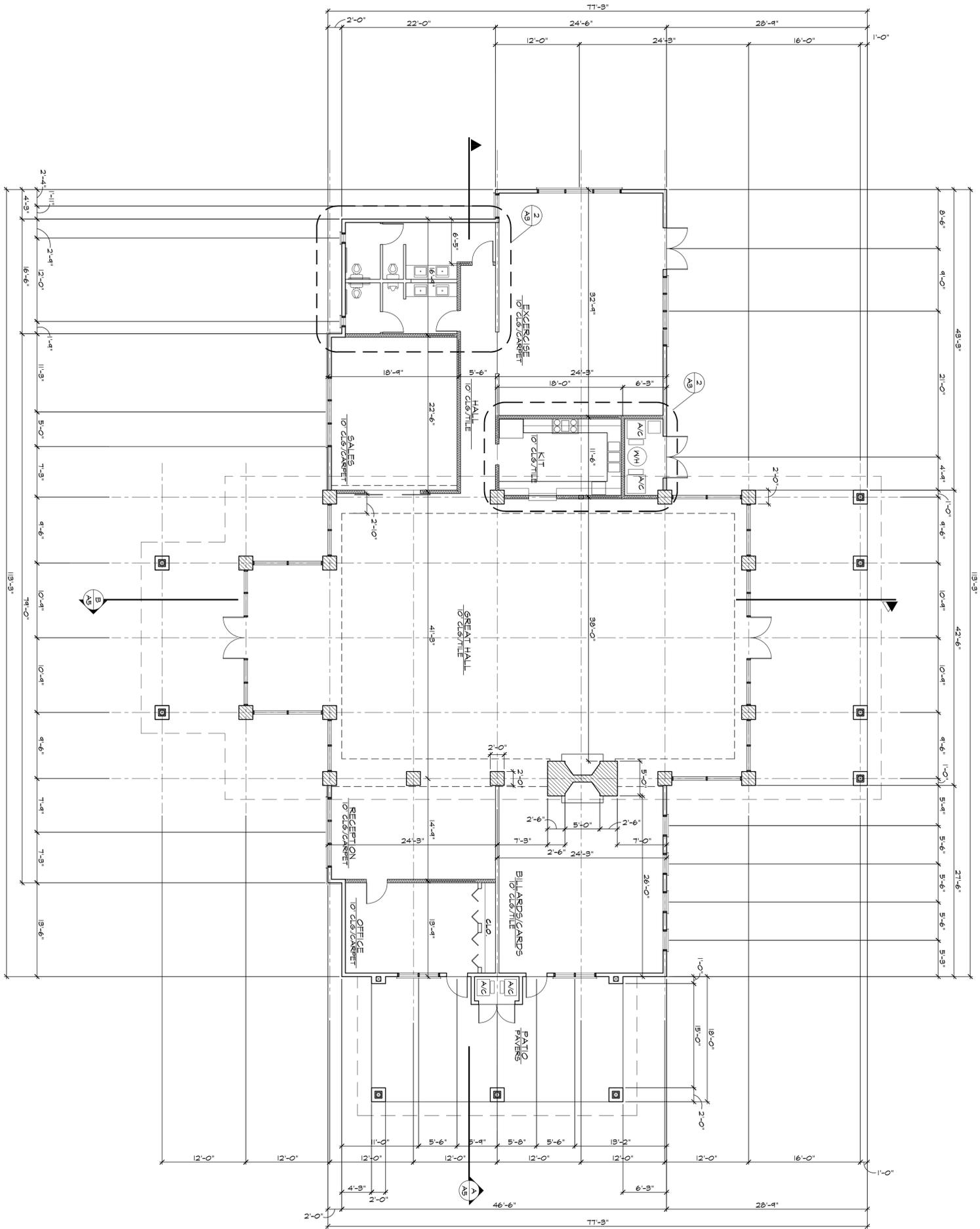


7 ADA PLUMBING FIXTURES & ACCESSORIES
SCALE: N.T.S.



9 RESTROOM ELEVATIONS
SCALE: 1/4\"/>





FLOOR PLAN

SCALE: 1/8" = 1'-0"

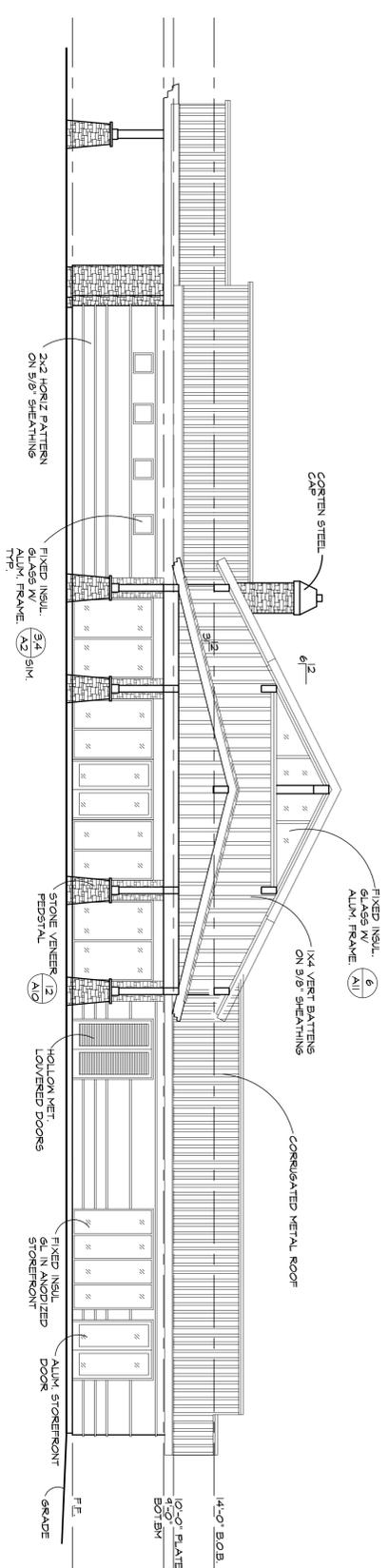


ASB

NEW CLUBHOUSE FOR VERDE RANCH ESTATES
 CAMP VERDE, ARIZONA 86322

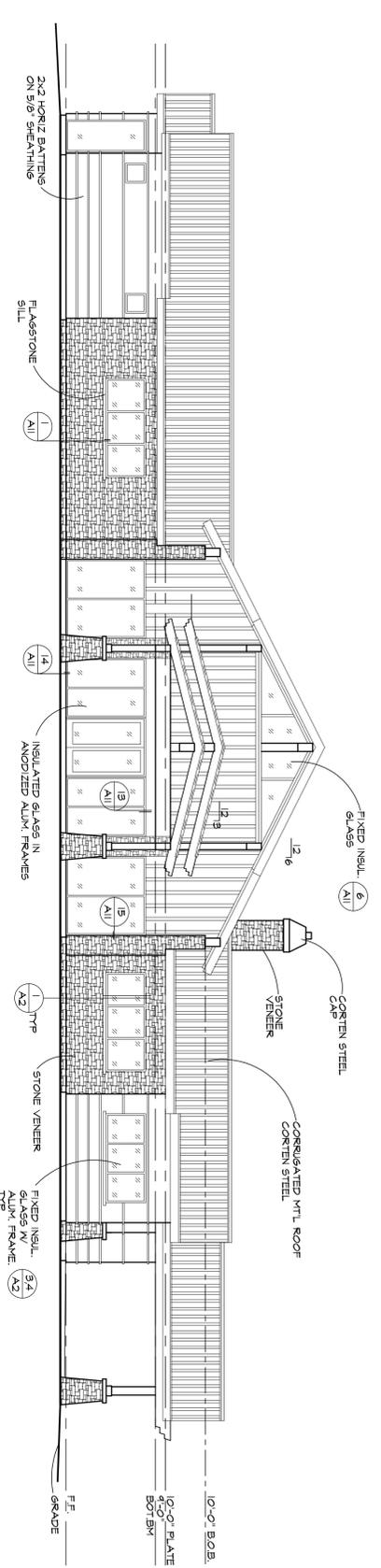
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 EMAIL: sbhdesignstudio@gmail.com

Empty rectangular boxes for stamps or signatures.

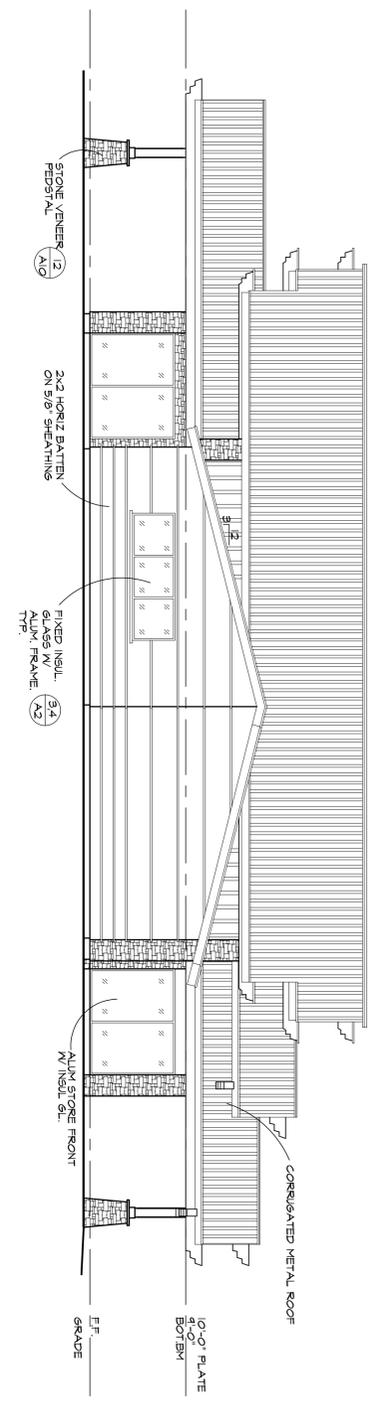


NORTH ELEVATION
SCALE: 1/8" = 1'-0"

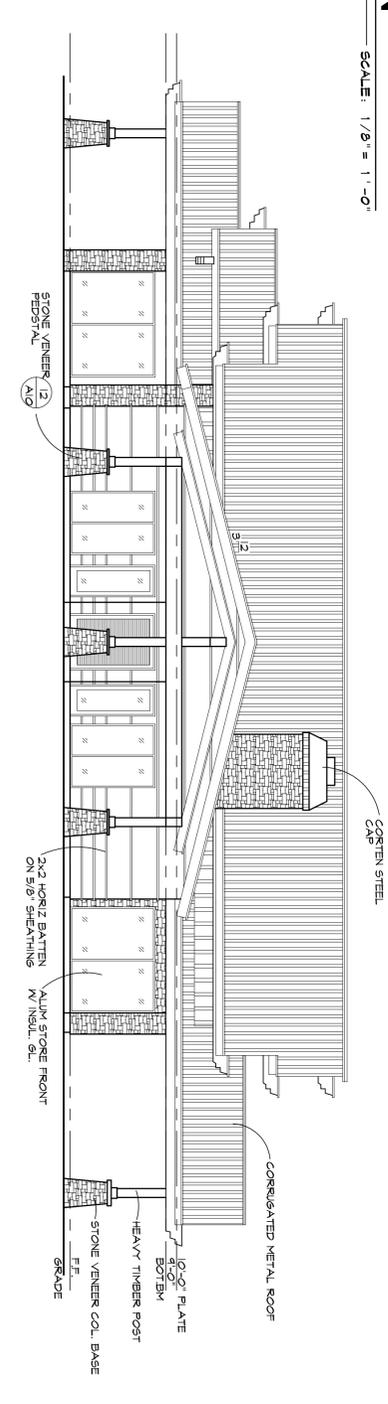
- ① VERTICAL BOARD AND BATTEN
L6 T6 SERIES CEDAR TEXTURE PANEL
10' LENGTH 1x3 1/2" 190 SERIES CEDAR
TEXTURE
- ② HORIZONTAL BOARD & BATTEN
L6 T6 SERIES CEDAR TEXTURE PANEL
8' LENGTH 1x3 1/2" 190 SERIES CEDAR
TEXTURE HORIZONTAL
- ③ STONE
ANASAZI NATURAL STONE, ARIZONA
BROWN SCHIST
- ④ ROOF
VGBI FBC PANELS 26 GA
CORNEN FINISH



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"

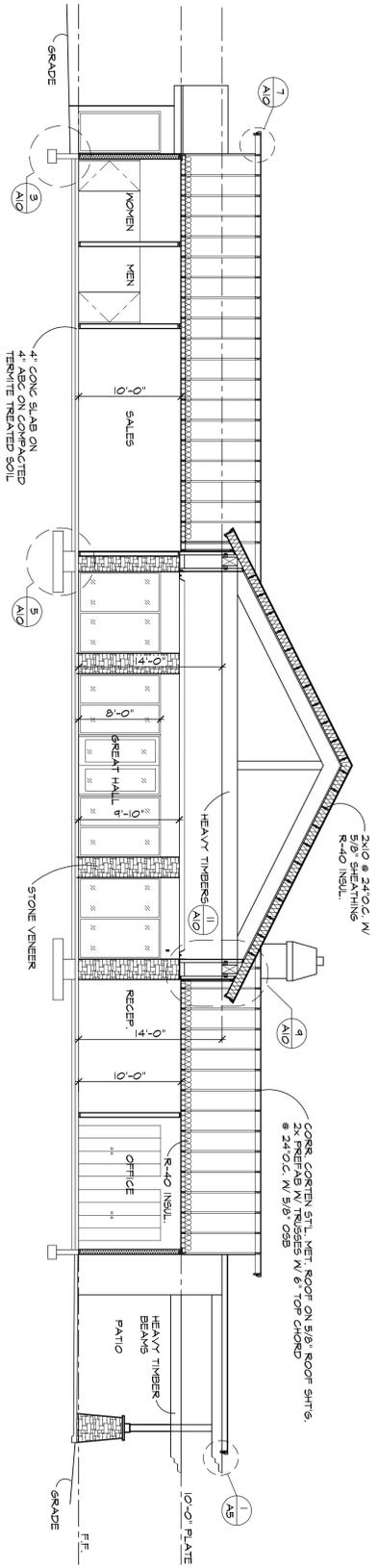


RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

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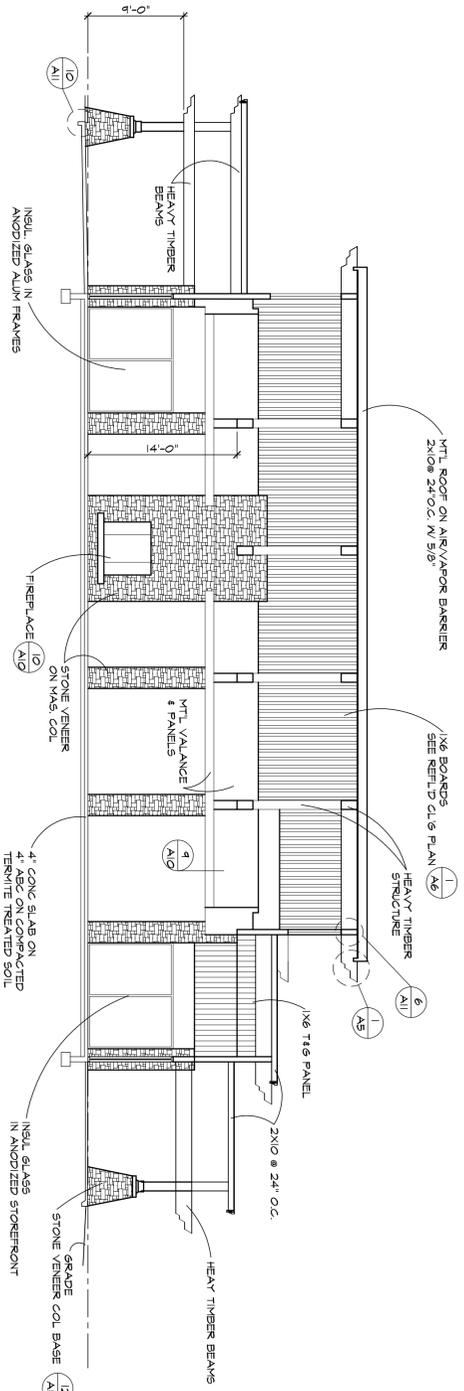
**NEW CLUBHOUSE FOR
VERDE RANCH ESTATES
CAMP VERDE, ARIZONA 86322**

5/15/19
A4



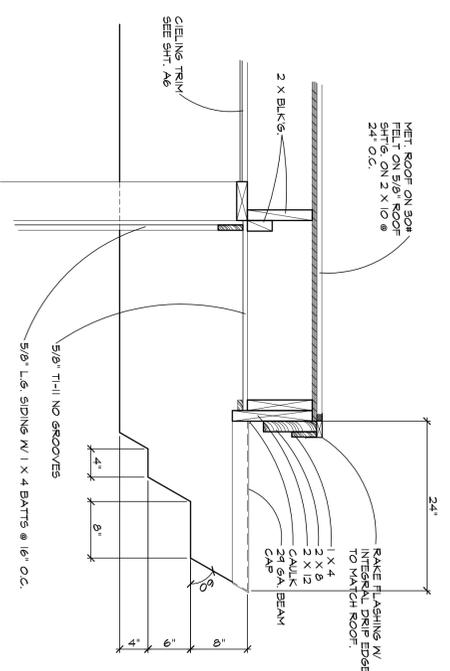
BUILDING SECTION "A"

SCALE: 1/8" = 1'-0"



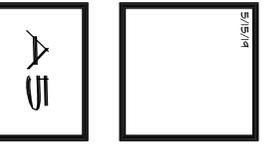
BUILDING SECTION "B"

SCALE: 1/8" = 1'-0"



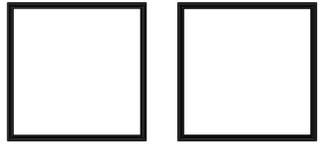
1 BEAM @ FACIA DETAIL

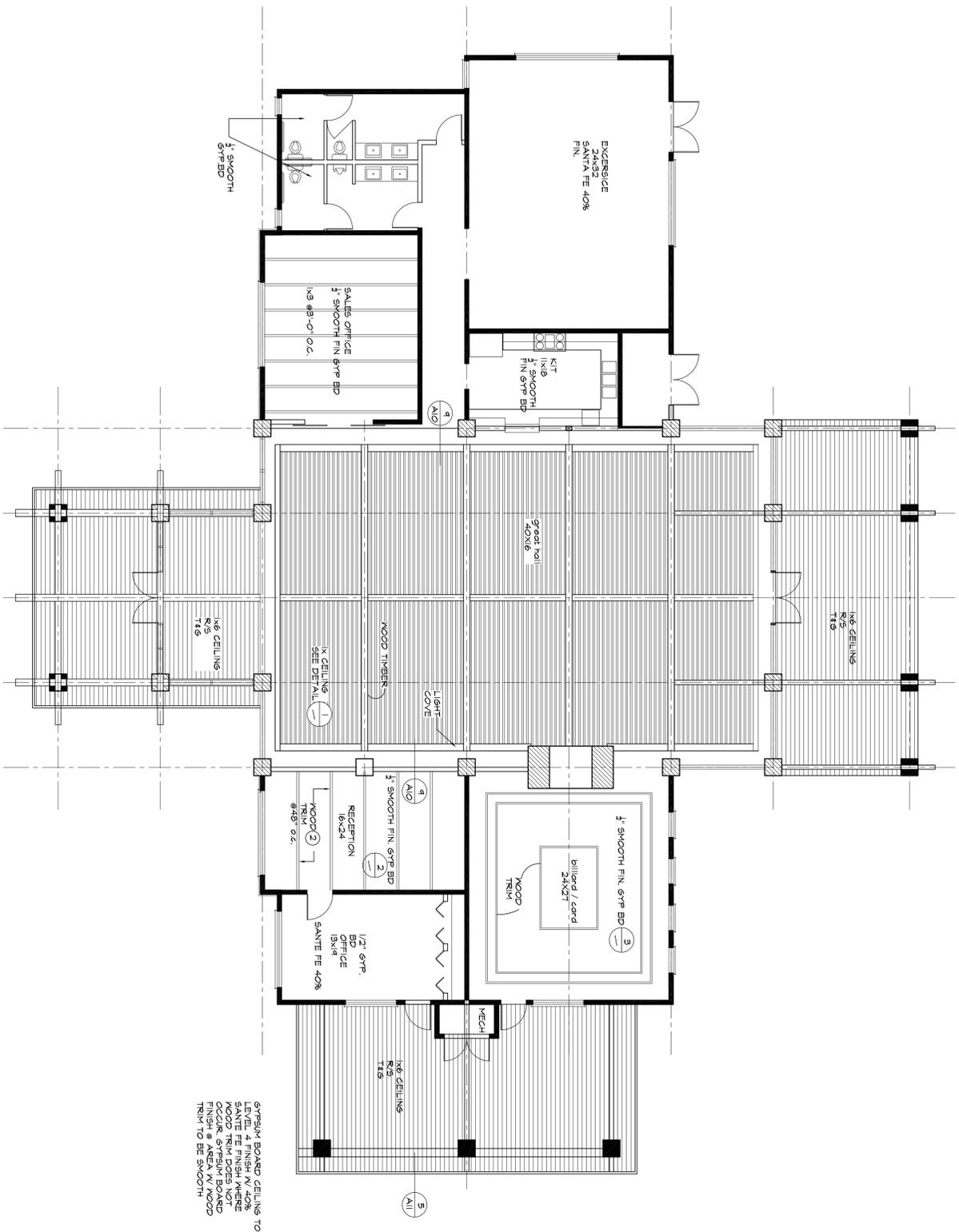
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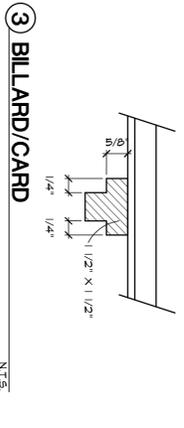
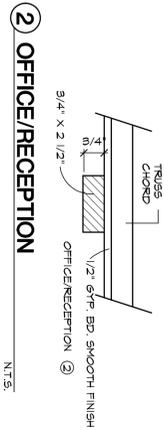
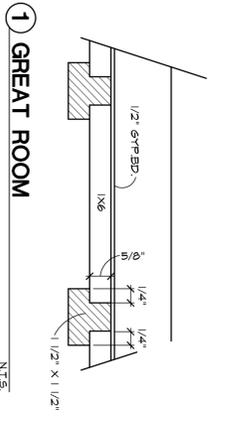
NEW CLUBHOUSE FOR VERDE RANCH ESTATES CAMP VERDE, ARIZONA 86322

SBH DESIGNS
 COMMERCIAL • RESIDENTIAL • LANDSCAPE
 OFFICE: 928-642-5816 - 602-885-6215
 EMAIL: sbhdesignstudio@gmail.com





GYPSUM BOARD CEILING TO OCCUR WHERE FINISH TRIM DOES NOT OCCUR. GYPSUM BOARD TRIM TO BE SMOOTH.



REFLECTED CEILING PLAN

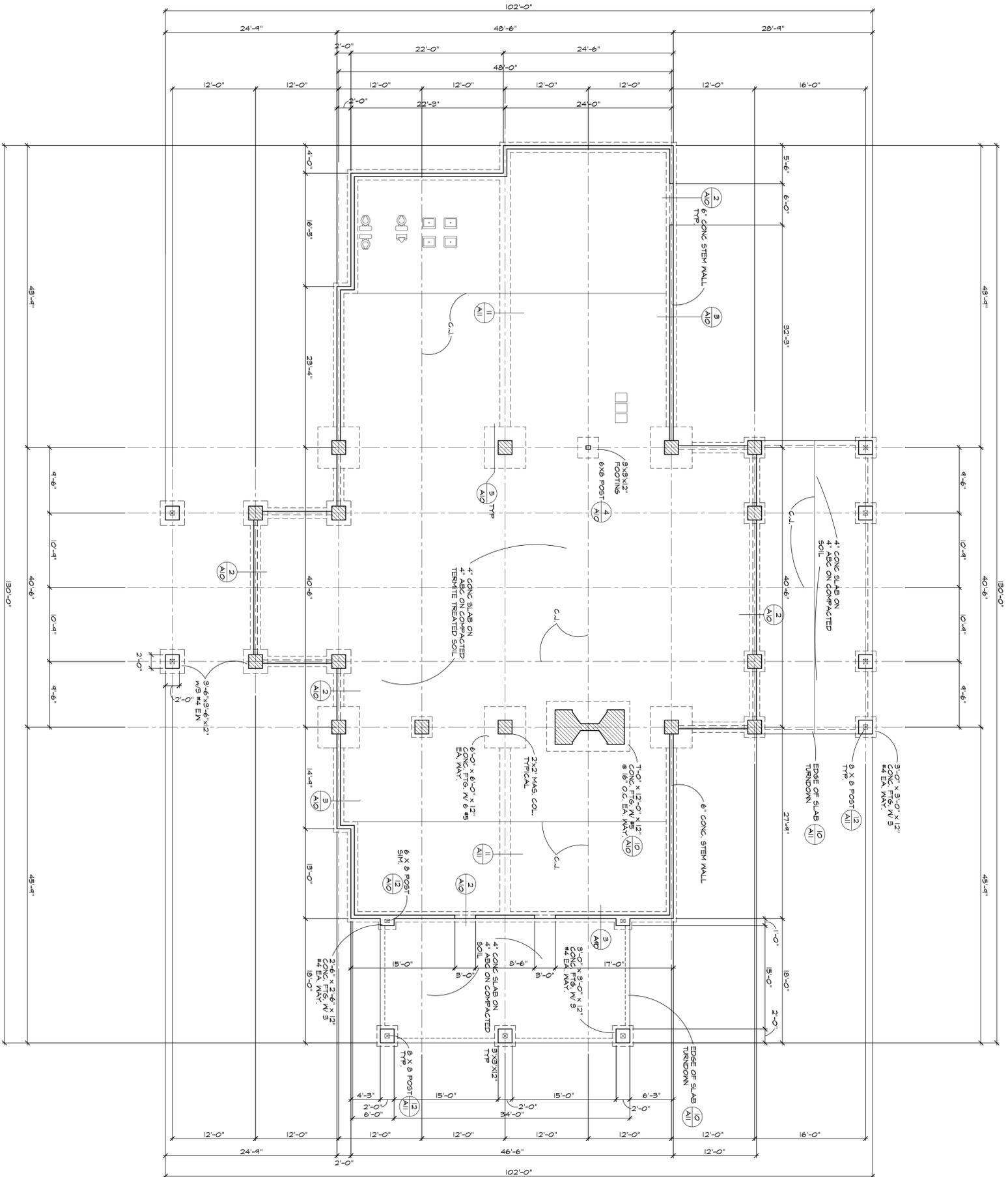
SCALE: 1/8" = 1'-0"



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NEW CLUBHOUSE FOR VERDE RANCH ESTATES
 CAMP VERDE, ARIZONA 86322

ASB
 5/15/19



FOUNDATION PLAN

SCALE: 1/8" = 1'-0"



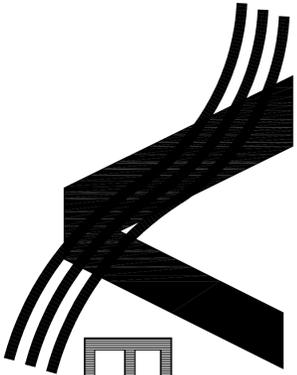
NORTH

AS

**NEW CLUBHOUSE FOR
VERDE RANCH ESTATES
CAMP VERDE, ARIZONA 86322**

SBH DESIGNS LLC

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VERDE

RANCH CLUBHOUSE

CAMP VERDE, ARIZONA 86322

SHEET INDEX

- C1 COVER SHEET, SHEET INDEX
- A1 SITE PLAN, SITE AND BUILDING INFORMATION
- A1.5 SITE NOTES
- A2 FLOOR PLAN (NOTES), FINISHES AND DETAILS
- A3 FLOOR PLAN (DIMENSIONS)
- A3.5 ENCLOSED PLANS, INTERIOR ELEVATIONS
- A4 SECTION ELEVATIONS
- A5 REFLECTED CEILING PLAN
- A7 STRUCTURAL NOTES
- A8 FOUNDATION PLAN
- A9 FRAMING PLAN
- A10 DETAILS
- SP1 SPECIFICATIONS
- SP2 SPECIFICATIONS
- SP3 SPECIFICATIONS
- SP4 SPECIFICATIONS
- M1 MECHANICAL / PLUMBING
- E1 POWER PLAN
- E2 LIGHTING PLAN
- E3 ONELINE AND NOTES

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 EMAIL: sbhdesignstudio@gmail.com

NEW CLUBHOUSE FOR
VERDE RANCH ESTATES
CAMP VERDE, ARIZONA 86322



Application #:

\$566.50

Fee: \$550.00
(plus Tech Fee)



Land Use Application Form

1. Application is made for:

- | | | |
|---|---------------------|----------------------|
| Zoning Map Change | Use Permit | Temporary Use Permit |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Final Site Plan Review | Variance | Appeal |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Administrative Review | Lot Line Adjustment | Zoning Verification |
| Development Standards Review (Commercial) | Other: | |

2. Project Name: Verde Ranch MH Phase 1A

3. Contact information: (a list of additional contacts may be attached)

Owner Name: VERDE RANCH MH, LLC Applicant Name: Brad Woodruff
 Address: 2900 Niagara Ln Address: 10025 E. Dynamite Blvd
 City: Plymouth State: MN Zip: 55447 City: Scottsdale State: AZ Zip: 85262
 Phone: 541-852-5597 Phone: 602-796-1800
 E-mail: tharold@crmgmt.com E-Mail: bwoodruff01@gmail.com

4. Property Description: Parcel Number 403-23-103P Acres: 29.7
 Address or Location: APN - 403-23-103P (address TBD)
 Existing Zoning: R1 PAD Existing Use: Vacant
 Proposed Zoning: N/A Proposed Use: Manufactured Housing community

5. Purpose: (describe intent of this application in 1-2 sentences)

Final Site Plan Review

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action. I have also attached a completed Permission to Enter form for consent to access the property regarding this action.

Owner: [Signature] Date: 5-29-19

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] Date: 5-29-19



Town of Camp Verde

Community Development

◆ 473 S. Main Street, Suite 108 ◆ Camp Verde, Arizona 86322

◆ Telephone: 928.554.0050 ◆ www.campverde.az.gov ◆

PERMISSION TO ENTER PROPERTY

APPLICATION #: _____ PARCEL NO: 403-29-103P

PROPERTY ADDRESS: TBD

PROPERTY OWNER'S NAME: VERDE RANCH MH, LLC

ADDRESS: 2800 NIAGARA LN, PLYMOUTH, MN, 55447

PHONE NO.: 541-852-5597

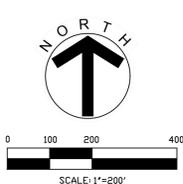
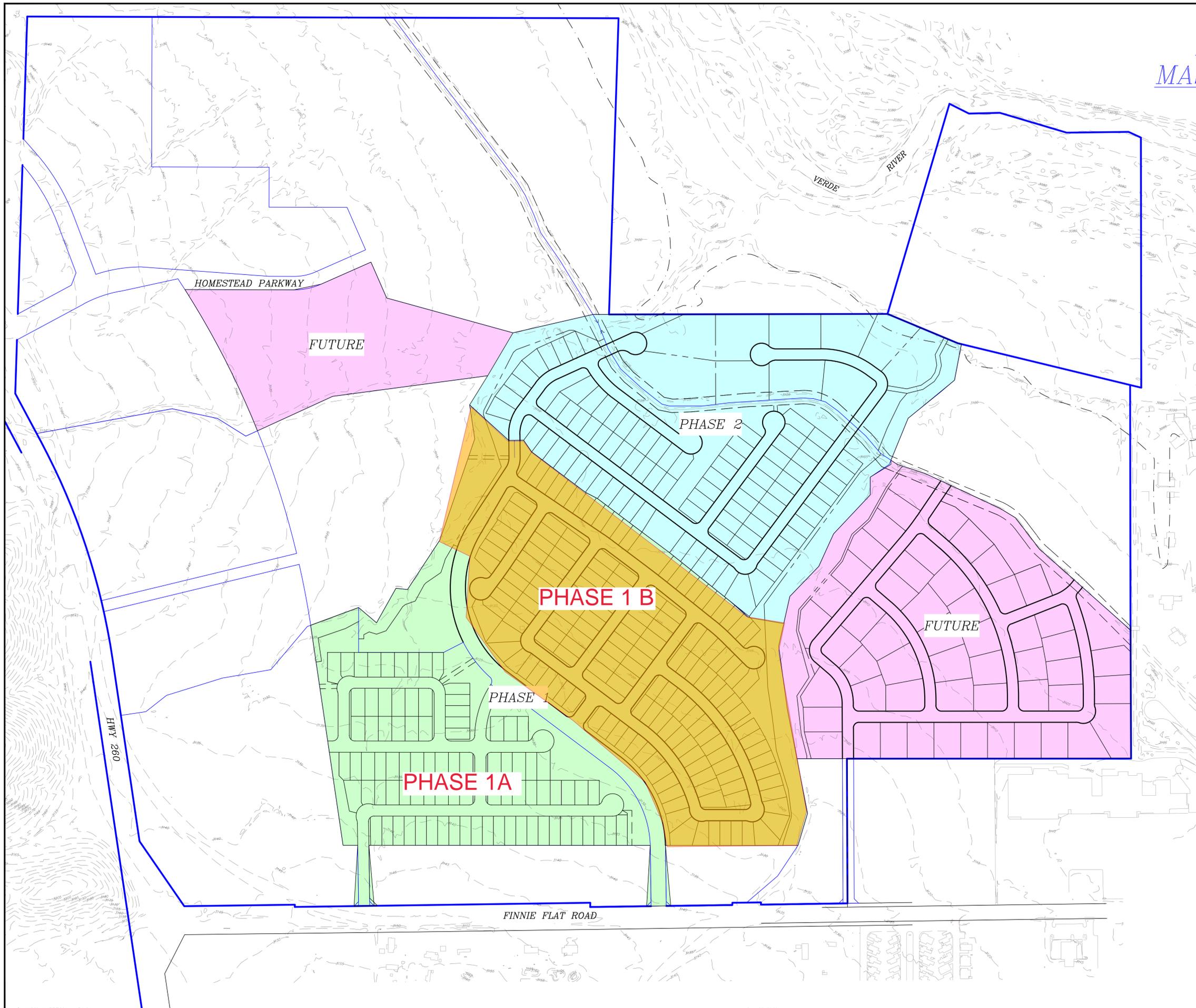
I, the undersigned, hereby give permission to the Town of Camp Verde Community Development Department or Public Official, in the discharge of duties stated herein, and for good and probable cause, to enter the above described property to inspect same in connection with the application made under the terms of Camp Verde Town Codes or Ordinances. Such investigation may be made to determine whether or not any portion of such property, building, grading or other structure is being placed, erected, maintained, constructed, or used, in violation of the Codes or Ordinances of the Town of Camp Verde or any other agencies that they have agreements with that pertain to the building, grading, placement of structures, or use associated with the property. Such entry shall be within 90 days of the date of my signature or within the active limitations of any permits issued to me by the Town of Camp Verde for land use, building, grading, erecting, maintaining or constructing. Such entry shall be limited between the hours of 7AM and 6PM MST. I understand that this permission to enter property is **OPTIONAL** and **VOLUNTARILY GIVEN** and may be withdrawn or revoked (either in writing or orally) at any time.

Property Owner or Designated Agent

6-7-19
Date

(Must have signed Designation of Agent from Property Owner on file)

VERDE RANCH MASTER PLAN EXHIBITS



PRELIMINARY. NOT FOR CONSTRUCTION. FOR AGENCY REVIEW ONLY

VERDE RANCH MASTER PLAN EXHIBIT



825 COVE PARKWAY
COTTONWOOD ARIZONA 86326
(928) 282-7787

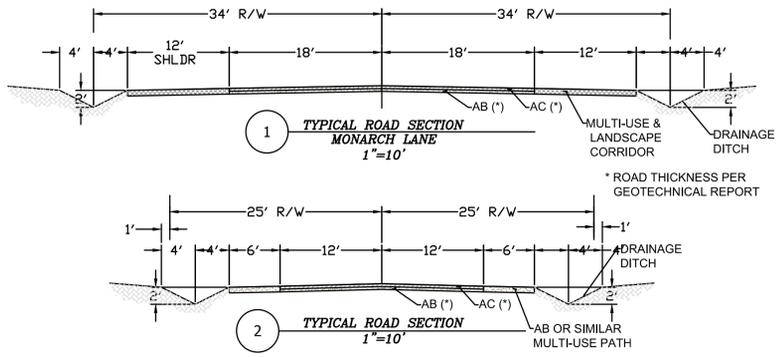
PHASE MAP

DATE 1/15/2019	DRAWN NMW	SHEET 1 OF XX
SCALE AS SHOWN	CHECKED KG	PROJECT NO. XX

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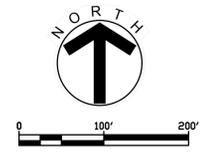
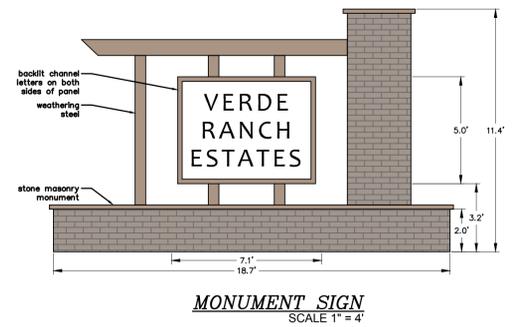
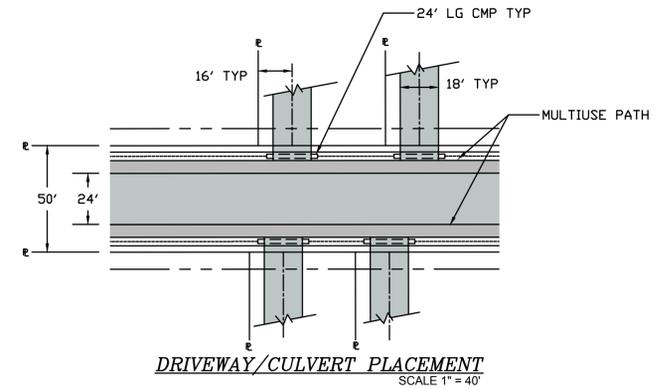
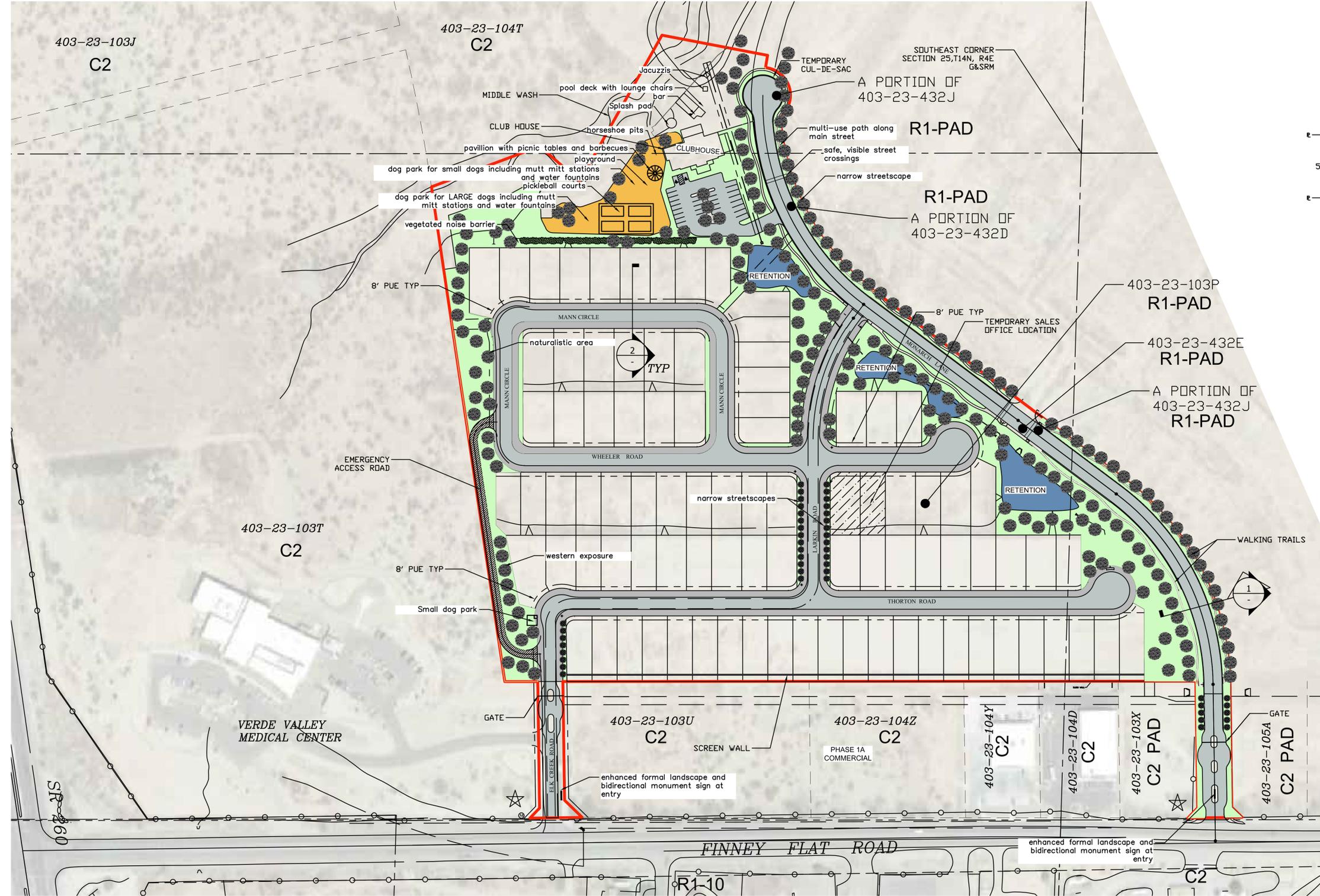
VERDE RANCH MH LLC

PHASE 1A - FINAL SITE PLAN / DEVELOPMENT PLAN



- DETENTION BASIN
- LANDSCAPED AREA
- RECREATION AMENITIES
- MULTIUSE PATH
- VEHICLE ACCESS
- PHASE 1A BOUNDARY

VERDE RANCH PHASE 1A PROJECT SUMMARY	
ZONING:	R1-PAD
AREA:	27.99 ACRES
No. OF LOTS:	89
MILES OF ROAD:	1.11
CLUB HOUSE:	5,840 SQ FT
29.3% OPEN SPACE	



NOT FOR CONSTRUCTION. FOR INTERNAL REVIEW ONLY.

VERDE RANCH PHASE 1A - FINAL SITE PLAN / DEVELOPMENT PLAN		
SITE PLAN		
 825 COVE PARKWAY COTTONWOOD, AZ 86326 (928) 282-7787	DATE	SHEET
	6/5/19	1 OF 1
SCALE	CHECKED	PROJECT NO.
1" = 100'	KG	18-0602CE

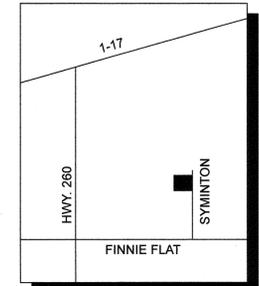
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OWNER INFORMATION:
 VERDE FENCEPOST
 2800 NIAGRA LANE NORTH
 PLYMOUTH, MN 55447
 480 947-9253
 CONTACT: BRAD WOODRUFF

ARCHITECT:
 SBH DESIGNS LLC
 1565 N. BOOT HILL DR.
 CAMP VERDE, ARIZONA 86322
 928 642-5816

LANDSCAPE ARCHITECT:
 SBH DESIGNS LLC
 1565 N. BOOT HILL DR.
 CAMP VERDE, ARIZONA 86322
 928 642-5816

CIVIL ENGINEER:
 SEC ENVIRONMENTAL CONSULTANTS
 825 COVE PARKWAY
 COTTONWOOD AZ 86326
 928 634-5889
 CONTACT: KRISHAN GINIGE



VICINITY MAP
 N.T.S.



SBH DESIGNS
 COMMERCIAL • RESIDENTIAL • LANDSCAPE
 OFFICE: 928-642-5816 • 602-885-6215
 EMAIL: sbhdesignstudio@gmail.com

**NEW CLUBHOUSE FOR
 VERDE RANCH ESTATES
 CAMP VERDE, ARIZONA 96322**

5/16/19

A1
 Page 87 of 151

PROJECT INFORMATION:

PROJECT ADDRESS: VERDE RANCH MODULAR PARK
 CAMP VERDE, AZ
SITE ZONING: C2 - PAD
OCCUPANCY: ASSEMBLY, GROUP A3

CONSTRUCTION TYPE:
QUARTER SECTION:
BUILDING SET BACKS:
FRONT: PER TOWN PAD STANDARDS
REAR: PER TOWN PAD STANDARDS
SIDE: PER TOWN PAD STANDARDS

SQUARE FOOTAGE & PARKING ANALYSIS:

BLVC:
GROSS FLOOR AREA:
ASSEMBLY AREAS: 2244 SQ. FT.
RESTROOMS: 308 SQ. FT.
OFFICE/SALES/BILLARDS: 2118 SQ. FT.
KITCHEN: 198 SQ. FT.
MECHANICAL: 66 SQ. FT.
TOTAL BUILDING SQ. FT.: 4934 SQ. FT.

PARKING ANALYSIS (NET SQ. FT.)
ASSEMBLY AREAS: 4362 > 200 = 21 SPACES
EMPLOYEES: (3) = 3.0 SPACES
TOTAL PARKING REQUIRED: 24 SPACES
TOTAL PARKING PROVIDED: 27 SPACES

DESIGN CRITERIA:

GROUND SNOW LOAD: 20 LBS
WIND DESIGN SPEED: 90 MPH EXPOSURE C
SEISMIC DESIGN CATEGORY: C
RVS: MODERATE
FROST LINE DEPTH: 12 INCHES (305 MM)
TERMITE: MODERATE TO HEAVY
WINTER DESIGN TEMPERATURE: 20 DEGREES
ICE BARRIER UNDERLAYMENT REQUIRED: NO
FLOOD HAZARDS: REFER TO YAVAPAI CTY. FLOOD CONTROL
AIR FREEZING INDEX: 194
MEAN ANNUAL TEMPERATURE: 53 DEGREES
CLIMATE ZONE: 2B

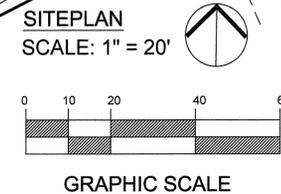
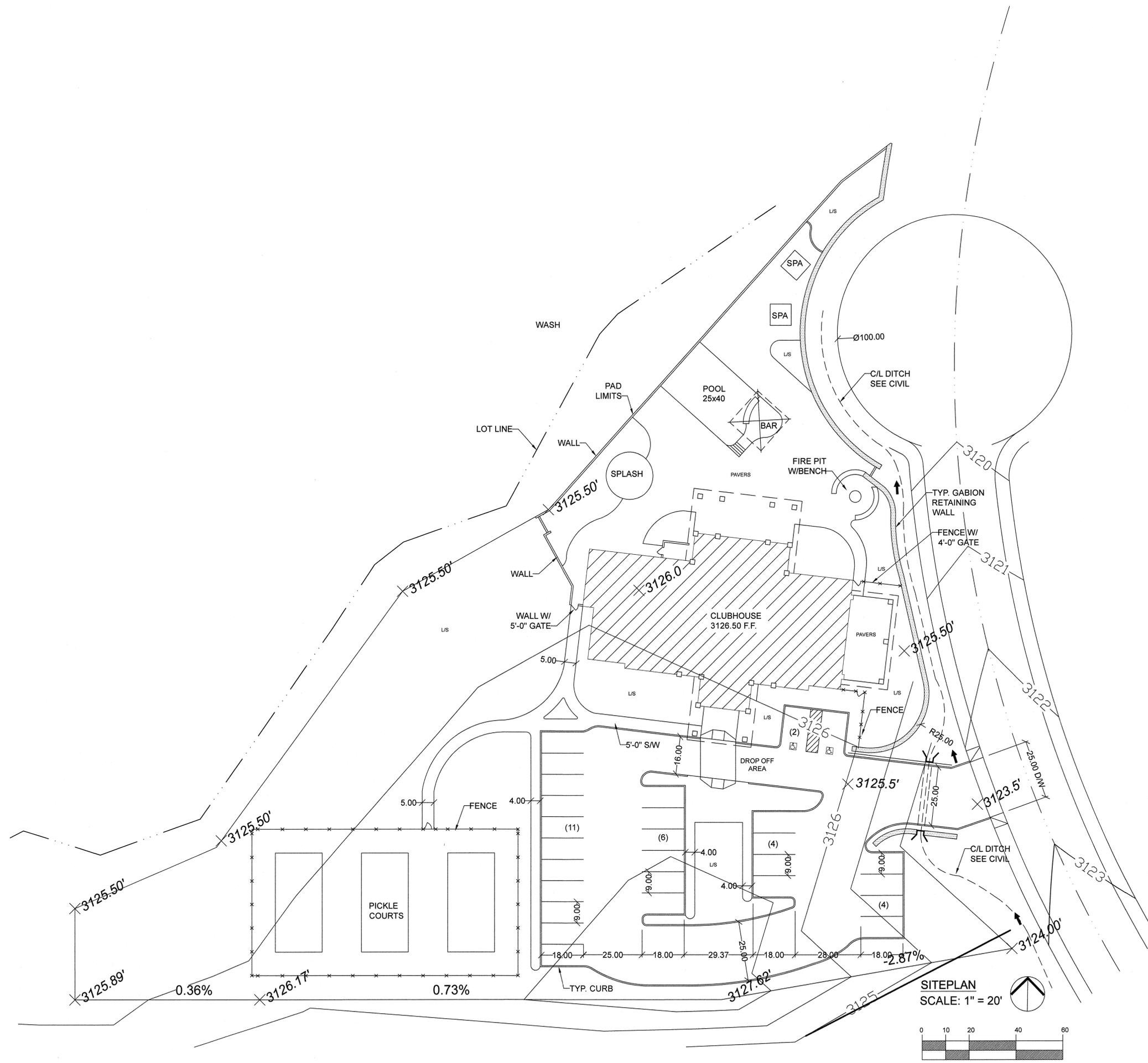
CODES

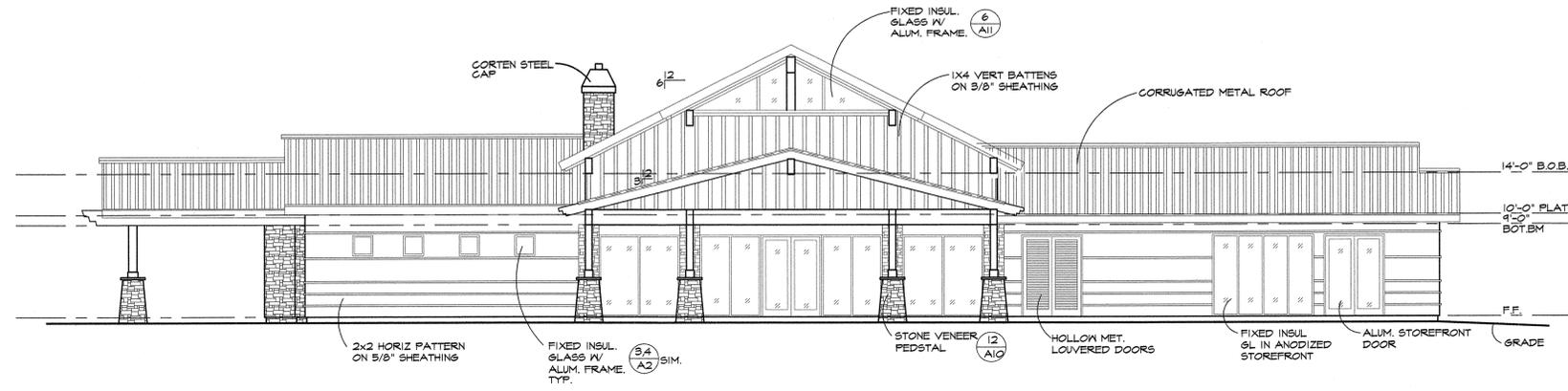
ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS PER THE TOWN OF CAMP VERDE ADOPTING ORDINANCES.

- 2018 INTERNATIONAL BUILDING CODE (ICB) - (INCLUDING APPX. J)
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
- 2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
- 2018 INTERNATIONAL FIRE CODE (IFC) - (INCLUDING APPX. B, C & D)
- 2018 INTERNATIONAL FUEL GAS CODE (IFGC) - (INCLUDING APPX. A, B, C, D)
- 2018 INTERNATIONAL MECHANICAL CODE (IMC) - (INCLUDING APPX. A)
- 2017 NATIONAL ELECTRIC CODE (NEC)
- 2018 INTERNATIONAL PLUMBING CODE (IPC) - (INCLUDING APPX. F)
- 2018 INTERNATIONAL RESIDENTIAL CODE (IRC) - (INCLUDING APPX. M, N, Q)
- 2018 INTERNATIONAL SWIMMING POOL & SPA CODE (ISPSC)
- TOWN CODE - CHAPTER 7 BUILDING - ARTICLE 7-1-100 & ARTICLE 7-2

DEFERRED SUBMITTAL

1. FIRE SPRINKLER DESIGN & DRAWINGS
2. TRUSS PROFILES & CALCULATIONS

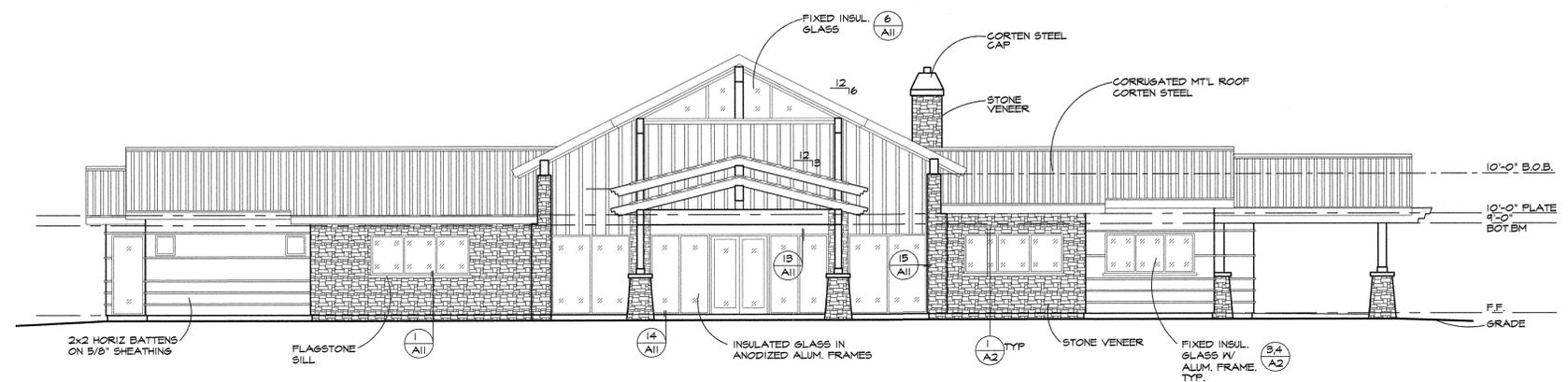




NORTH ELEVATION

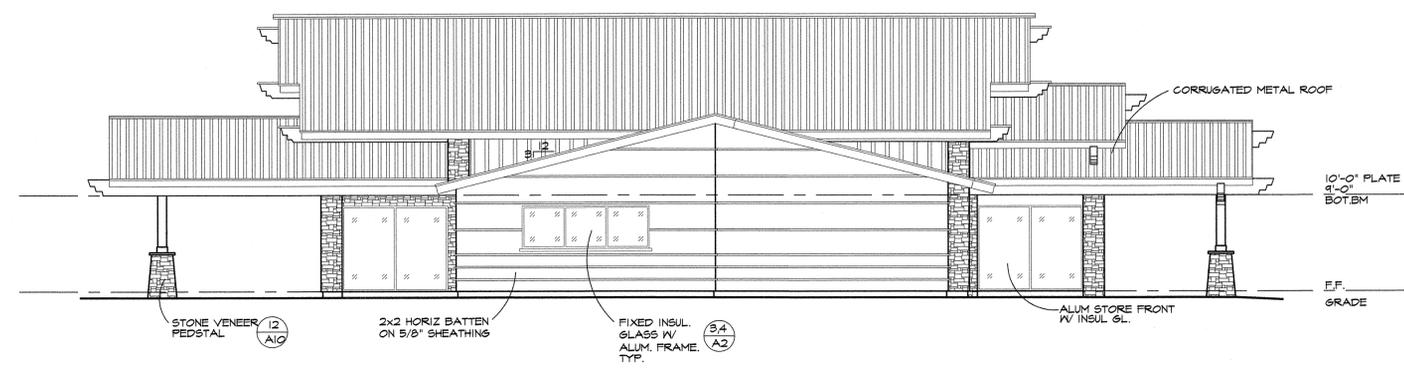
SCALE: 1/8" = 1'-0"

- ① VERTICAL BOARD AND BATTEN
L6 T6 SERIES CEDAR TEXTURE PANEL
10' LENGTH W/ 55' 150 SERIES CEDAR
TEXTURE
- ② HORIZONTAL BOARD & BATTEN
L6 T6 SERIES CEDAR TEXTURE PANEL
8' LENGTH HORIZONTAL INSTALLATION
W/ 2X2 DOUGLAS FIR BATTEN APPLIED
HORIZONTALLY
- ③ STONE
ANASAZI NATURAL STONE, ARIZONA
BROWN SCHIST
- ④ ROOF
MCB1 PBC PANELS 26 SA
CORTEN FINISH



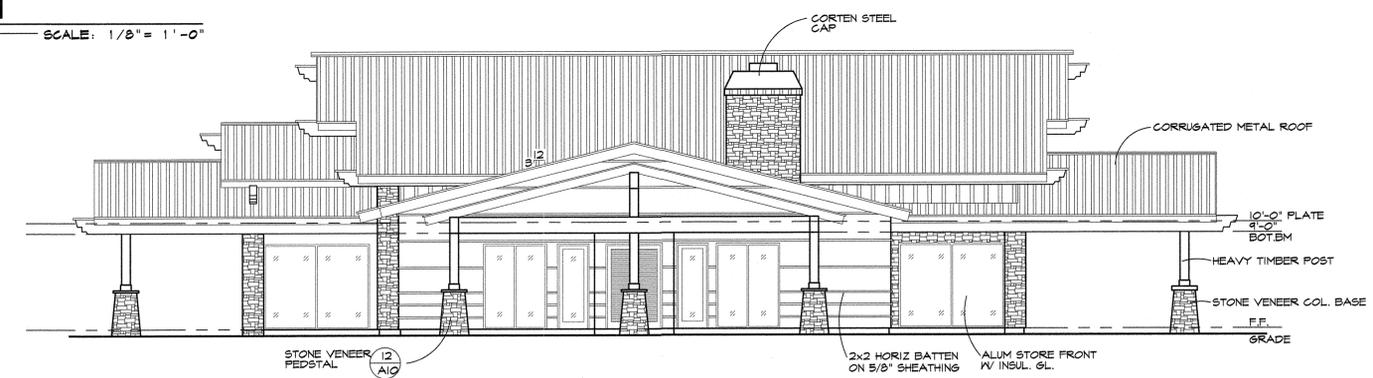
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



LEFT ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

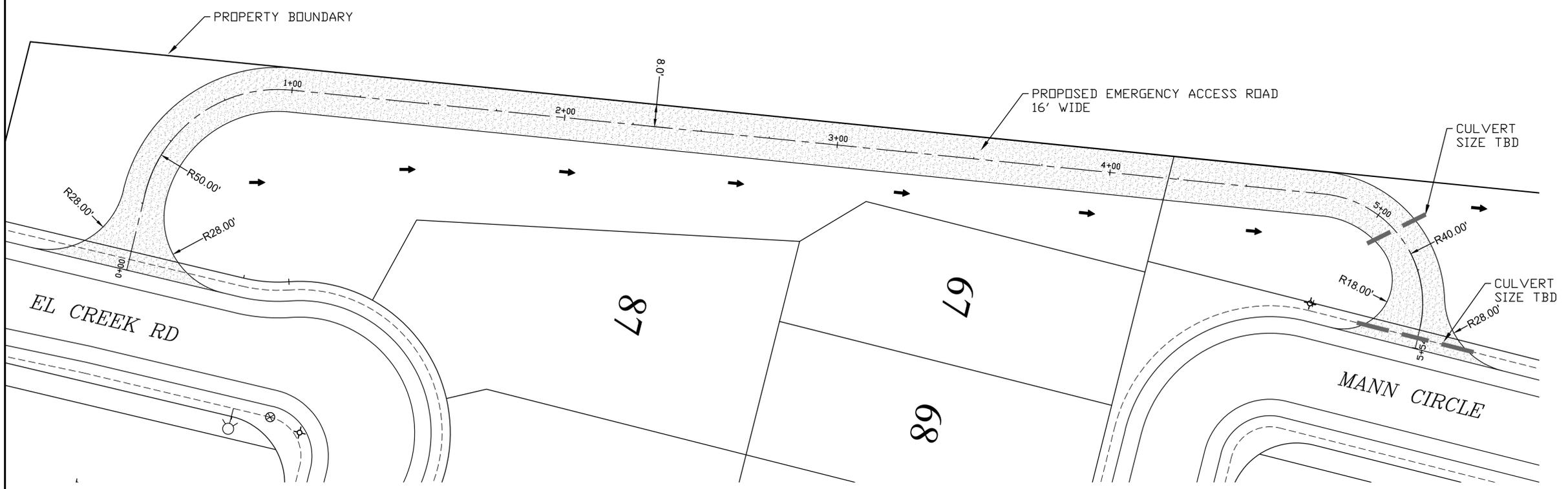
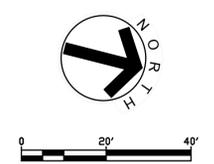
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**NEW CLUBHOUSE FOR
 VERDE RANCH ESTATES
 CAMP VERDE, ARIZONA 86322**

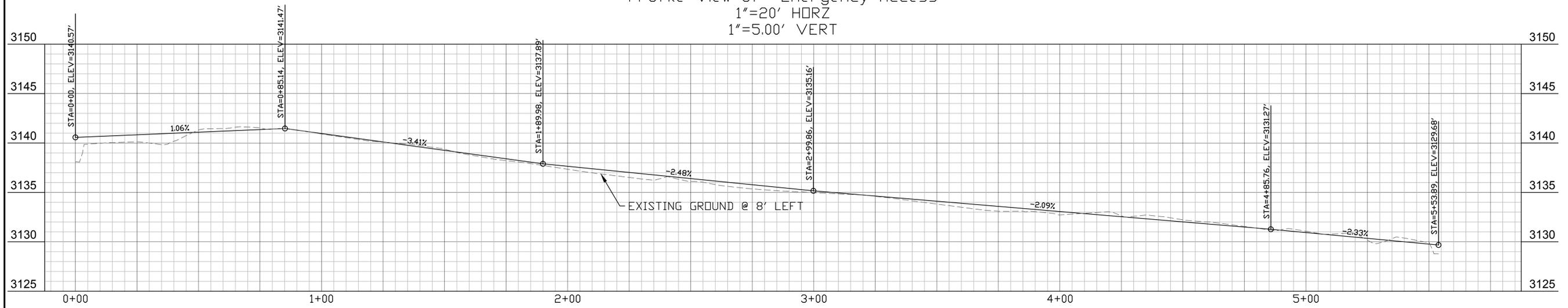
5/15/19

A4

Verde Valley Medical Center
403-23-103T



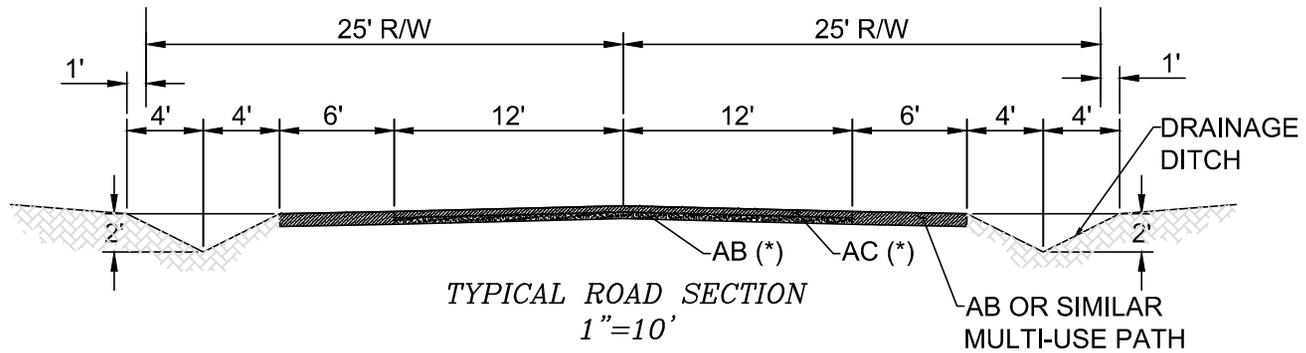
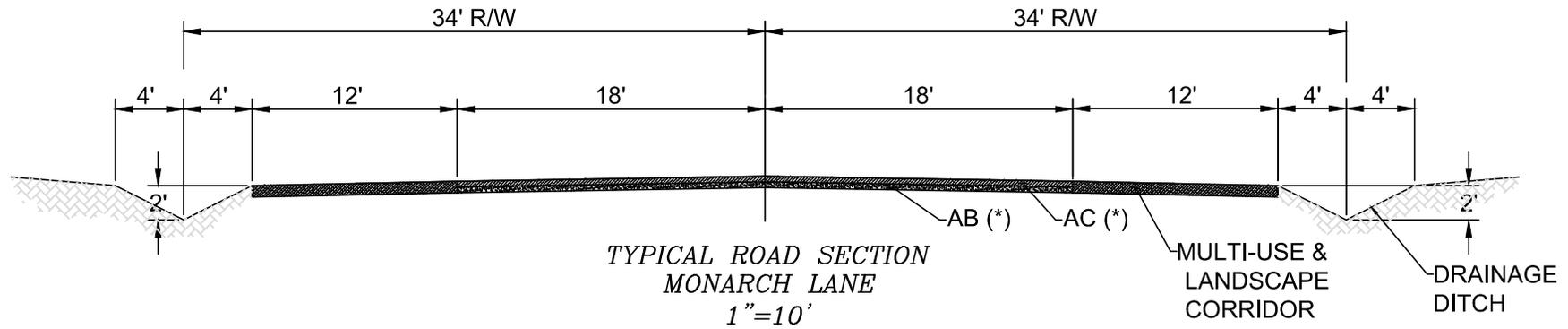
Profile View of Emergency Access
1"=20' HORZ
1"=5.00' VERT



NOT FOR CONSTRUCTION. FOR AGENCY REVIEW ONLY.

VERDE RANCH EMERGENCY ACCESS ROAD EXHIBIT		
PLAN AND PROFILE		
DATE 5/15/19	DRAWN NMW	SHEET 1 OF 1
SCALE AS SHOWN	CHECKED KG	PROJECT NO. 18-0602CE





* ROAD THICKNESS PER
GEOTECHNICAL REPORT

EXHIBIT. NOT FOR CONSTRUCTION. FOR AGENCY REVIEW ONLY

VERDE RANCH
CAMP VERDE, ARIZONA



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

TYPICAL ROAD SECTIONS

DATE 5/28/19	DRAWN NMW	SHEET 1 OF 1
SCALE 1" = 10'	CHECKED KG	PROJECT NO. 18-062CE



May 15, 2019

Krishan Ginige, PE/MS

Southwestern Environmental Consultants

RE: Verde Ranch Estates

Krishan,

Please accept this in response to the inquiries regarding street parking at Verde Ranch Estates. It is very typical and our intention to prohibit street parking in manufactured home communities. Due to the narrower street widths, we understand that street parking can limit access for emergency services which we want to prevent. Verde Ranch Estates will have operational procedures in place with the management team and staff enforcing this policy, which includes regular daily patrols, enforced towing, and parking/rule violation notices for non-compliance.

Management currently does not have any concerns about available parking as we are providing adequate clearance for 2-3 vehicle parking at each home site as well as overflow parking options at the clubhouse.

I hope this addresses your concerns and please let me know if you have any additional questions.

Regards,

A handwritten signature in black ink, appearing to read "Lisa Harold", with a large, stylized initial "L" and "H" and a long horizontal stroke extending to the right.

Lisa Harold, COO

Contemporary Resorts & Residences

DRAFT MINUTES
Regular Session & Public Hearing
THE PLANNING AND ZONING COMMISSION
TOWN OF CAMP VERDE 473 S. MAIN STREET
CAMP VERDE, AZ. 86322
COUNCIL CHAMBERS STE. 106
THURSDAY, JUNE 13, 2019
6:30 PM

Because All Commission meetings will end at 9 PM, any remaining agenda items will be heard at the next Commission meeting.

1. Call to Order

Chairman Norton called the meeting to order at 6:30 p.m.

2. Roll Call

Chairman Chip Norton, Vice Chairman Bruce George, Commissioners: Mike Hough, Greg Blue, Jackie Baker, Cris McPhail and are present. Commissioner Steve Vanlandingham will call in (7:17pm).

Also Present

Community Development Director Carmen Howard, Town Planner Melinda Lee, and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Commissioner McPhail led the Pledge.

4. *Consent Agenda - All those items listed below may be enacted upon by one motion and approved as Consent Agenda Items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Commission so requests.*

A. Approval of Minutes:

May 2, 2019 – Regular Session

B. Set Next Meeting, Date and Time:

TBD

Chairman Norton would like to move Item C before Item B.

Motion was made by Vice Chairman George to accept the consent agenda with the changes. Second was made by Commissioner McPhail. **Motion** carried unanimously with Chairman Norton, Vice Chairman George, Commissioners Blue, McPhail, Hough, and Baker approving.

5. *Call to the Public for Items Not on the Agenda*

(Residents are encouraged to comment about any matter not included on the agenda. State law prevents the Commission from taking any action on items not on the agenda, except to set them for consideration at a future date).

No public comments were made.

6. Public Hearing Items:

A. Public Hearing, Discussion, and Possible Recommendation to the Town Council regarding an application submitted by Dave Meier, property owner, for a Preliminary Plat to develop a small home community. The property subdivision encompasses three parcels amounting to 2.68 acres, 404-30-029D, 404-23-013A, and 404-23-050A, in Camp Verde, Yavapai County, Arizona.

Declare Actions:

Public Hearing Open: 6:33 pm

Call for Staff Presentation:

Town Planner Melinda Lee stated the applicant Dave Meier has submitted a preliminary plat to develop a small home community. The proposal incorporates 27 building sites for cottage homes (1,000 square feet max) and an area for designated green space. The interior consists of community space, golf cart paths, and walking paths. It will be pedestrian oriented. Ms. Lee reviewed the amenities that are planned. There will be parking along the outer edge of property. There are 14 spaces included in the overall parking that are proposed along Nichols Street as shared public parking for visitors attending events in the downtown area. There will be 6 units that will have private garages. An HOA will manage the community space.

If the Preliminary Plat application is approved, Mr. Meier will be able to proceed to the Final Plat stage process.

All requirements have been done and all issues and concerns have been resolved with the copy of this revised plat. There may be additional items that need addressed during the final plat phase.

Ms. Lee showed a slide show of the property and the proposed area. The property is within walking distance of Main Street and is in the Downtown Character Area. This project fits well within the General Plan goals.

Staff supports this project and recommends approval.

Commissioner McPhail asked if the roads were supposed to be 20 feet wide for fire lanes. Ms. Lee stated they renegotiated with the developer and approved 18 feet.

Commissioners asked about landscaping, streets, parking, storage sheds and golf carts. Community Development Director Carmen Howard stated that this is just the preliminary plat and Commissioners will see a Final Site Plan at a later date that will include all of these details. Mr. Meier is interested in the green aspects for the property. This is the actual dividing of the property into pieces, the Final Site Plan will show more details.

Call for Applicant Presentation:

Luke Sefton, Sefton Engineering, stated he has worked closely with staff on this project. He explained the CCR's will cover a lot of the details. He also addressed some of the Commissioners questions like, storage sheds will be set up for electrical golf carts, the HOA will be responsible for landscaping which are stated in the bylaws, parking along the street can be used for overflow traffic for uptown events and the inside main roads will be asphalt. Solar is planned for the whole site. Gas is still being considered but solar will make electrical cheaper. Mr. Sefton expects that if the Commission approves this Preliminary Plat tonight and then Council approves it, he should be back in about six weeks with the Final Plat.

Call for Comments from the Public:

Nearby property owner asked if Nichols Street was still going to be paved, if the power was going to be underground or on power poles and what is the plan for sewer. In addition, she asked if the developer was going to build the homes or sell that portion to a builder.

Ms. Howard stated Nichols Road will be paved. She added that the Town requires any new builds for power to be underground unless there was a compelling reason as not to.

The property owner stated that she asked about power because she was concerned about her power pole to her property that was located on the property line. Ms. Howard stated she isn't sure; she thinks this would be an APS question.

Ms. Howard stated she is not sure of how the lots will be sold. It could be either way, but it doesn't change the product of the development. **The property owner** is concerned about people buying lots and then never build. Ms. Howard stated this could happen because of the cost of construction right now. You have to be fluid to some degree. There will be parameters set.

The property owner asked if the property's boundary would still have the 6ft block wall between the property. Ms. Howard stated that yes, it is shown on the plat. Ms. Lee will email a copy of the Plat to this property owner.

Mr. Sefton stated they are planning gravity for sewer, there will be spec homes built but will be controlled by the Architectural Committee. In an HOA the property owners will still have to maintain the lots. They are working with APS for the main power line to go underground. She will still have her pole. They are still planning on paving Nichols Street.

Call for Staff and/or Applicant Rebuttal/Clarification, if appropriate: None

Declare Public Hearing Closed at 7:14 pm

Call for Commission Discussion: None

Call for Staff Comments: None

Call for Motion:

Motion was made by Vice Chairman George to recommend approval of an application for a Preliminary Plat, as requested by the property owner Dave Meier. The property is located at Fain and Nichols Street on parcels 404-30-029D, 404-23-013A, and 404-23-050A, in Camp Verde, Yavapai County, Arizona. Second was made by Commissioner Baker.

Call for Discussion of Motion: None

Call for the Question:

Motion carried unanimously with Chairman Norton, Vice Chairman George, Commissioners Blue, McPhail, Hough, and Baker approving.

C. Discussion and Possible Recommendation to the Town Council for a Final Site Plan, submitted by Brad Woodruff, Red Moon Development, for proposed Verde Ranch Estates, Phase 1A, in an R1-PAD (Residential: Single Family, Planned Area Development) District. This phase of the proposed development is approximately 28 acres, on parcel 403-23-103P, in Camp Verde, Yavapai County Arizona.

Commissioner Vanlandingham joined the meeting via telephone (7:17pm)

Community Development Director Carmen Howard reviewed the final site plan and the history of the property. The developer is motivated to get project going. She showed the property on the screen. She stated this will be a manufactured home community and will no longer be age restricted. Ms. Howard reviewed the specifics of the property and the amenities that are planned.

Vice Chairman George asked if the roads are private roads. Ms. Howard stated yes; the Town will have no maintenance requirements. Vice Chairman George asked if things change in the future would the roads meet the Town width and other requirements. Ms. Howard said yes.

Ms. Howard reviewed the site plans which were in front of each commissioner. She stated that the Fire Department commented that fire access needs to be improved on. Engineer provided an additional access road that would provide the secondary access for fire.

Ms. Howard went on to say there will be a manufacturer dealer specific to the project. And the lots will be 5,000 sq ft.

Krishan Ginige, SEC, INC, an agent for the applicant stated he was available for questions.

Commissioner McPhail asked if they would be using the same landscape company as the RV Park. Mr. Ginige stated the contractors are the same but the landscaping will be similar but different. Commissioners discussed landscaping options.

Commissioner Vanlandingham asked if staff recommended the project. Ms. Howard stated yes; staff recommends the project.

Motion was made by Commissioner Baker to recommend approval of an application for a final development site plan, as requested by Verde Ranch Estates LLC. The property is located northwest of I-17 and State Route 260 on parcel 403-23-103P, 403-23-423E, 403-23-429, 403-23-432D, and 403-23-430B. Second was made by Commissioner Blue. **Motion** carried unanimously with Chairman Norton, Vice Chairman George, Commissioners Blue, McPhail, Hough, Vanlandingham and Baker approving.

B. Public Hearing, Discussion, and Possible Recommendation to the Town Council for a Text Amendment to the Town of Camp Verde Planning and Zoning Ordinance amending Section 103, Definition of Terms; Section 301, Exceptions to Yard and Height Requirements, Section 403, Off-Street Parking, and Loading; and Section 404, Signs.

Chairman Norton recused himself from this item due to possible conflict of interest. Vice Chairman George presiding over this item.

Declare Actions:

Public Hearing Open: 7:55 pm

Call for Staff Presentation:

Community Development Director Carmen Howard stated this action is a continuance of a review of the Planning and Zoning Ordinance, being done by the Community Development Department to resolve issues within the code. Some issues need clarification, redefined or restructured to provide greater enforcement ability and provide development projects with greater flexibility.

Section 103 – Definition of Terms

Farm Stands as a use of rights, will be included in the term agriculture, and the definition of Farm Stands be added to Section 103 as well.

Commissioner Hough asked if farm stand structures are subject to permits/codes/building permits. Ms. Howard stated that a Farm Stand can be a temporary structure and a small structure that doesn't require a building permit. They would consider it a residential use. Commissioner Hough is concerned that it is not defined as it should be. Ms. Howard stated that in a residential zone, it would be considered an accessory to residential use, not a commercial operation.

Vice Chairman George asked about agritourism. Ms. Howard stated that a farm stand can be part of an agritourism use permit, but it is a separate entity.

Section 301 – Exceptions to Yard and Height Requirements

Yards and Courts- talk about Front Setbacks. Ms. Howard explained the last Commission wanted her to reword this section. There are no setback on Main Street and could be reduced to zero to match the neighbors. This would create uniformity.

Commissioner Hough would like to see this applied to all streets in town and not just Main Street. Ms. Howard stated the prior commission didn't feel it was appropriate for a zero setback. She would like to see restrictions lifted. Ms. Howard asked if direction to staff to change this to "allow zero front setbacks in the Town Site Plat as a whole".

Change this to: "Except front setbacks in the Town Site Plat may be reduced to match either of the adjacent front property setbacks all the way to zero".

Section 403 – Off Street Parking and Loading

D. Improvement and Design on Off Street Parking.

Ms. Howard stated that amending the parking requirements she is trying to give people an alternative to paved parking while keeping some standards with a permeable surface. This provides options.

Vice Chairman George said to delete the word "and" at the end of (c.)

Section 404 - Signs

Ms. Howard stated that Commission has seen this in the Joint Work Session. A Supreme Court action required them to change the way they regulated their signs. They could not be content based. This will make it clearer, give business adequate signage, and have standards. They have held meetings. They have eliminated a lot of things and condensed into the table in the back. They are still not allowing signs in the public right of way, except down Main Street with the A frame signs, this revision allows one A frame sign for every business but not in right away on private property only. Staff proposes some businesses to have offsite sign on provided light post or street sign that the town owns.

Commissioner Vanlandingham asked if existing signs that would not meet current code be grandfathered in. Ms. Howard stated yes; they are not subject to the new regulations until they come in to get a new sign.

Ms. Howard stated people wanted quality professional sign for commercial businesses, they should be held to a higher standard. Commercial signs should be professionally crafted. They do allow A frame signs in residential zones for farm stands.

Commissioner McPhail asked about "G. Permanent Commercial and Industrial Signs" under "Off-site Directional/Residential Event Related", "Additional Requirements", should the removal of the sign be changed from immediately to "...within 24hrs after the event" to clarify and tighten it up a little bit.

Ms. Howard stated she will change that to, "May be placed no earlier than 24 hours before the event and must be removed within 24 hours after the event".

Residential Project Identification

Ms. Howard stated she would like to change the maximum size (SQ FT) definition to read, "32 sq. ft. up to 100 sq. ft per sign may be monument only".

Free Standing Business Signs

Staff will be bringing to Council the Sign Code and will present the Commercial Tourism Zone. Ms. Howard stated on the 2nd to last page of table, she would like to change the wording "downtown zone", she is defining it as Commercial Tourism Zone, there will be a map defining that area. This is concerning political signs.

Call for Applicant Presentation: NONE

Call for Comments from the Public:

Tony Joyal asked about motion signs and is curious about sign spinners. Sign spinners are people who stand on the corner and spin signs. Ms. Howard stated that yes they are allowed by State Law. Mr. **Joyal** loves the idea of cleaning up signs. He likes the idea of monuments, that is beneficial to the businesses that can't afford rent on the Main Street, the difference between cleaning up and allowing A frame signs everywhere is 2 different concepts, totally opposites. Ms. Howard the reasoning behind this is political signs are in the right of way and they are not allowing any signs in the right of way. These A frame signs would only be allowed on private property.

Motion was made by Commissioner Baker to recommend to Town Council the approval of proposed Text Amendment to the Town of Camp Verde Planning and Zoning Ordinance amending Section 103, Definition of Terms; Section 301, Exceptions to Yard and Height Requirements, Section 403, Off-Street Parking, and Loading; and Section 404, Signs with the changes we have discussed and gave direction to our Director. Second was made by Commissioner McPhail. **Motion** carried unanimously with Vice Chairman George, Commissioners Blue, McPhail, Hough, Baker and Vanlandingham approving.

Chairman Norton returned to the meeting at 8:40pm.

7. Current Events

(Individual members of the Commission may provide brief summaries of current events and activities. These summaries are strictly for the purpose of informing the public of such events and activities. The Commission will take no discussion, consideration, or action on any such item, except that an individual Commission member may request an item be placed on a future agenda.)
None

8. Staff Comments

None

9. Adjournment

Motion was made by Commissioner Baker to adjourn the meeting. Second was made by Commissioner Blue. **Motion** carried unanimously with Chairman Norton, Vice Chairman George, Commissioners Blue, McPhail, Hough, Baker and Vanlandingham approving. Meeting was adjourned at 8:45 PM

Chairman Chip Norton

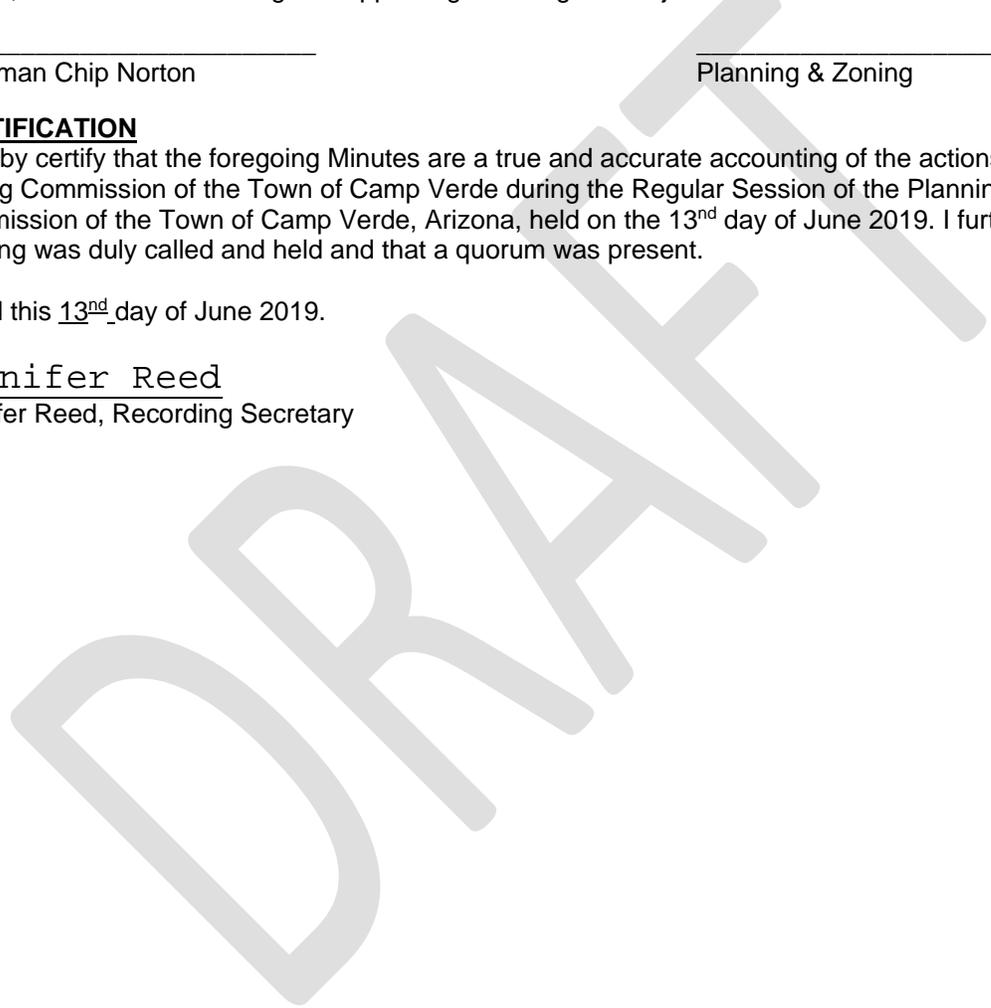
Planning & Zoning

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Planning & Zoning Commission of the Town of Camp Verde during the Regular Session of the Planning & Zoning Commission of the Town of Camp Verde, Arizona, held on the 13nd day of June 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 13nd day of June 2019.

Jennifer Reed
Jennifer Reed, Recording Secretary





RESOLUTION NO. 2019-1025

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING A FINAL DEVELOPMENT PLAN/SITE PLAN SUBMITTED BY BRAD WOODRUFF, VERDE RANCH MH, LLC, FOR VERDE RANCH ESTATES PHASE 1A, ZONED R1-PAD . THE PROPOSED PROJECT IS GENERALLY LOCATED NORTH OF FINNIE FLAT RD. AND EAST OF HWY 260 ON APPROXIMATELY 28 ACRES, APN #403-23-103P, 403-23-429, 403-23-423E, 403-23-432D, 403-23-430B IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

WHEREAS, the subject property was originally zoned PAD in 1999 for a 360-acre commercial and residential development called The Homestead at Camp Verde; and

WHEREAS, the PAD was amended twice in 2005 and twice more in 2006, which effectively changed the residential and commercial acreage, as well as adding new industrial zoning, land uses; and

WHEREAS, on January 3, 2018, the property was rezoned to R1 PAD to accommodate a proposed development of manufactured homes; and

WHEREAS, the prior developer, CFT Ventures, was unable to complete the purchase and Verde Ranch MH; LLC completed the purchase of approximately 110 acres of the 173 originally rezoned for this project in January 2019; and

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

WHEREAS, the Planning and Zoning Commission reviewed the development plan and forwarded a recommendation for approval to the Town Council at their meeting on June 13, 2019; and

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby find as follows:

- A. A request for approval of Final Development Plan 2019-0196 was filed by Brad Woodruff, Verde Ranch MH, LLC, for a proposed manufactured home community on approximately 28 acres zoned R1-PAD.
- B. The Planning & Zoning Commission reviewed the request on June 13, 2019 and recommended approval of Final Development Plan 2019-0196.
- C. The proposed Development Plan will not constitute a threat to the health, safety, welfare or convenience to the public and should be approved.
- D. The proposed plan is in conformation with the Town of Camp Verde General Plan.

RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY,
ARIZONA ON JUNE 26, 2019.

Charles C. German, Mayor Date:

Attest:

Approved as to form:

Judith Morgan, Town Clerk Date:

Town Attorney

Town of Camp Verde



**Agenda Item Submission Form / Section I: Resolution 2019-1026
Wee Hollow Preliminary Plat**

Meeting Date: June 26, 2019 Town Council Meeting

- Consent Agenda
- Recommendation to Council
- Executive Session Requested
- Presentation Only
- Action/Presentation

Requesting Department: Community Development
Staff Resource/Contact Person: Carmen Howard, Community Development Director

Applicant: David Meier

Agenda Title (be exact):

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING A PRELIMINARY PLAT TO DEVELOP A SMALL HOME COMMUNITY SUBMITTED BY DAVE MEIER, PROPERTY OWNER. THE PROPOSED SUBDIVISION GENERALLY LOCATED EAST OF NICHOLS ST. AND SOUTH OF MECKEM LN ON APPROXIMATELY 2.68 ACRES, APN #404-30-029D, 404-23-013A, AND 404-23-050A, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

List Attached Documents:

- Resolution 2019-1026
- Staff Report with Supporting Documents
- Meeting minutes from June 13, 2019 P & Z
-

Estimated Presentation Time: 10 minutes.

Estimated Discussion Time: 20 minutes

Reviews Completed by:

Department Head: Carmen Howard

Comments: In Staff Report

Town Attorney review:

Comments: Resolution for form

Town of Camp Verde: June 26, 2019 Town Council

BACKGROUND:

Dave Meier, property owner, submitted an application for a Preliminary Plat to develop a subdivision for cottage homes. In November 2018, Mr. Meier, received approval from the Town Council for a Zoning Map Change to R2-PAD (Residential: Duplex & Other Multi-Family Uses, Planned Area Development) District and an associated alley abandonment. The project encompasses three parcels, which the owner will be combining into one parcel.

The proposal incorporates 27 building sites for cottage homes (1000 square feet or less) and an area for designated community green space. The interior consists of community space, golf cart paths, and walking paths to provide a pedestrian-oriented environment. Vehicle and golf cart parking will be provided along the outer edge of the property, with 6 of the units providing private garages. There are 14 spaces included in the overall parking that are proposed along Nichols Street as shared public parking for visitors attending events in the downtown area.

With the approval of this Preliminary Plat application, Mr. Meier will be able to proceed to the Final Plat stage of the process. This will include the compilation of final documentation relating to the development of infrastructure and clarification of existing and new dedication of easements and rights-of-way, as appropriate.

THE FOLLOWING HAS BEEN COMPLETED BY THE APPLICANT AND/OR STAFF:

- The applicant conducted a neighborhood meeting in conjunction with the Zoning Map Change application, inviting property owners within 300' of the site, on August 20, 2018, at the Camp Verde Library.
- Community Development Staff mailed out sixteen 46 letters to properties owners within three hundred (300) feet of the subject parcel on May 22, 2019. This letter advised the neighbors of the tentative Planning & Zoning Public Hearing and Town Council meeting dates, times, and location.
- A Notice of Public Hearing was placed in the Verde Independent–Camp Verde Bugle newspaper on May 26, 2019, by Community Development Staff.
- A Notice of Public Hearing was posted on the subject property and in public places at May 28, 2019, by Community Development Staff.
- The Planning & Zoning Commission held a public hearing on June 13, 2019 and forwarded a recommendation of approval to the Town Council.

COMMUNICATIONS FROM AGENCIES/PUBLIC (Agency comments below have been addressed by the developer in revised copy provided to Commission and Council)

One member from the public spoke on this matter. See minutes from public hearing for comments and questions.

A summary of the comments received from reviewing agencies are shown below. Please see Exhibit C for complete descriptions.

Town of Camp Verde Public Works Department

Contact: Ron Long **Comments Received:** May 20, 2019

- Requested clarification of information regarding the title report, parcel numbers, culvert crossing, and road sections.
- Requested a plan and profile for onsite and offsite sewer connections for the project.
- Requested a Drainage Report, prepared by an engineer, and associated documentation and requirements for drainage and SWPPP.

Town of Camp Verde Community Development

Contact: Carmen Howard/Melinda Lee **Comments Received:** May 21, 2019

- Requested clarification and corrections for various elements of required documentation, per Section 505, Preliminary Subdivision Plat.

Town of Camp Verde Wastewater Division

Contact: Jerry Tinagero **Comments Received:** May 7, 2019

- Stated that there is no sewer hookup on the property at this time; however, included a will-serve letter from Troy Odell, Asst. Public Works Director, explaining the procedure to have sewer installed for the development

Copper Canyon Fire & Medical

Contact: Ken Krebbs, Fire Marshal and Gary Johnson, former Interim Fire Marshal

Comments Received: May 13, 2019 and June 5, 2019

- Requirements for fire access was provided.
- Addressing identification was provided.
- Requirements for water supply and locations of fire hydrants was provided.

Camp Verde Water Systems

Contact: Justin Bullard **Comments Received:** May 15, 2019

- Indicated that they currently do not serve parcel; however, water service is available based on extension of water lines for individual services and fire flow.

Arizona Public Service

Contact: Samantha Galvez **Comments Received:** May 7, 2019

- Provided the documentation needed to request installation of electric service to the site.

Yavapai County Cartography

Contact: Karen Remster **Comments Received:** May 10, 2019

- Provided preliminary comments regarding the plat boundaries; current ownership; and property taxation.

Unisource Energy Services

Contact: Rhonda Martin **Comments Received:** May 7, 2019

- Stated that there is no gas to the parcels; a mainline extension would be required to provide gas service to the development.

GENERAL PLAN:

This proposal is located in the Downtown Character Area. The vision of this Area is “pedestrian friendly” with shopping, entertainment, and nearby residential. The existing residential use includes a “diverse collection of bungalows and cottages”, with high density residential existing in the town’s center.

The commercial sector includes retail, services, restaurants, medical services, historic venues, schools, and churches. The Area describes preferred non-residential uses that support the continuation of what is already existing in the area, which, in turn, supports surrounding residential neighborhoods.

The proposed project complies with this Character Area through its promotion of maintaining a small-town character and walkability.

- Goal A.2 states “Encourage mixed-use development with multi-modal development”.
 - ✓ *Integrating a higher density residential use into the downtown business corridor helps alleviate dependence on a car and promotes use of alternate means of transportation.*
- Goal A.2 further states “Promote and integrate principles such as walkability, multi-modal transportation options and trails connectivity, public spaces, and streetscapes”.
 - ✓ *The project has a pedestrian-oriented concept, which promotes walking and alternate types of transportation. It also promotes connectivity to the downtown corridor; the use of public spaces with its common areas in the plan; and the sharing of public space through access to additional parking for residents and visitors.*

Goal C describes the concept of this proposal well. “Support healthy residential environments that provide safe and convenient access, open spaces, and recreational opportunities”.

- ❖ *The Wee Hollow design supports a healthy environment with a minimalist approach; safe and convenient access to Downtown amenities; open spaces within their design; and recreational opportunities by promoting walking, bicycling, or personal mobility devices, rather than driving, to the local entertainment, shopping, and dining options.*

Further,

- Goal C.1 says to “Encourage a diversity of housing types to meet the needs of all income levels and ages”.
 - ✓ *The proposed small house community is intended to provide an affordable housing option for the Town’s workforce and/or retired residents.*
- Goal C.2 states “Encourage all new development to provide pedestrian and multi-modal pathways within their development with connectivity to the Downtown Character Area and open space”.

- ✓ *The project includes pathways within their plan for recreation or interaction amongst neighbors. They are being designed to accommodate personal mobility devices so those with limited mobility may benefit from them also. They will provide connectivity to Downtown through its proximity to Main Street and park spaces nearby.*

STAFF RECOMMENDATION:

Staff recommends approval for a Preliminary Plat, which would allow for the development of a community for cottage homes.

RECOMMENDED MOTION:

1. **A MOTION TO RECOMMEND APPROVAL OF RESOLUTION 2019-1026
A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF
CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING A PRELIMINARY PLAT
TO DEVELOP A SMALL HOME COMMUNITY SUBMITTED BY DAVE MEIER,
PROPERTY OWNER. THE PROPOSED SUBDIVISION GENERALLY LOCATED
EAST OF NICHOLS ST. AND SOUTH OF MECKEM LN ON APPROXIMATELY 2.68
ACRES, APN #404-30-029D, 404-23-013A, AND 404-23-050A, IN CAMP VERDE,
YAVAPAI COUNTY, ARIZONA.**



RESOLUTION 2019-1026

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING A PRELIMINARY PLAT TO DEVELOP A SMALL HOME COMMUNITY SUBMITTED BY DAVE MEIER, PROPERTY OWNER. THE PROPOSED SUBDIVISION GENERALLY LOCATED EAST OF NICHOLS ST. AND SOUTH OF MECKEM LN ON APPROXIMATELY 2.68 ACRES, APN #404-30-029D, 404-23-013A, AND 404-23-050A, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

WHEREAS, a request for approval of a Preliminary Plat was filed by David Meier, property owner of the subject property on March 6, 2019; and

WHEREAS, the request was reviewed by the Planning and Zoning Commission on June 13, 2019 in a public hearing that was advertised and posted according to state law; and

WHEREAS, the purpose of the Preliminary Plat is to subdivide the subject property to provide a small house community; and

WHEREAS, the proposed Preliminary Plat is in compliance with the currently adopted General Plan and Planning and Zoning Ordinance, and the proposed use will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA HEREBY RESOLVE AS FOLLOWS:

1. The Mayor and Common Council of the Town of Camp Verde hereby approve Preliminary Plat 2019-0138 for the purpose of developing the Wee Hollow Subdivision.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, this 26th day of June, 2019.

Charles C. German, Mayor Date:

Attest:

Approved As To Form:

Judith Morgan, Town Clerk Date:

Town Attorney



Land Use Application Form

1. Application is made for:

- | | | |
|---|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PUD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | Utility Exemption |
| Site Plan Compatibility Review (Commercial) | | |
| Other: _____ | | |

2. Project Name: Wee Hollow
Please print or type legibly

3. Contact information: (a list of additional contacts may be attached)

Owner Name: Dave Meier Applicant Name: SAME

Address: 165 Sombart Lane Address: _____
Sedona, AZ 86336

Phone: 928-853-5009 Phone: _____

E-mail: dmeier73@gmail.com E-Mail: _____

4. Property Description:

Address or Location: 485 S. Nichols St., Camp Verde, AZ 86322

Existing Zoning: R2-PAD Existing Use: Residential

Proposed Zoning: _____ Proposed Use: _____

5. Purpose: (describe intent of this application in 1-2 sentences)

The purpose of this preliminary plat is to show that a small home community will provide a unique lifestyle that captures the character of CV - sustainable, healthy, & affordable.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: [Signature] Date: 3/6/19 AND

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] Date: 3/6/19



David Meier

928 853 5009 DMeier73@gmail.com 165 Sombart Lane #7 Sedona Arizona

March 19, 2019

To: Town of Camp Verde

RE: Letter of Intent for Wee Hollow

Dear Camp Verde officials,

Thank you for granting the rezoning of the property at 485 S. Nichols (approximate 2.70 acres) to a PAD for establishing a 27 "small home" subdivision called Wee Hollow.

This letter is to request your approval of a preliminary plat.

We have undergone lengthy collaboration with engineers for drainage and the practicality of a walking/golf cart mobility campus with trees and landscaping in and around the edges of the 27 small, site built, home sites. Parking will consist of six private garages, two carports and 20 open parking spaces on the perimeter.

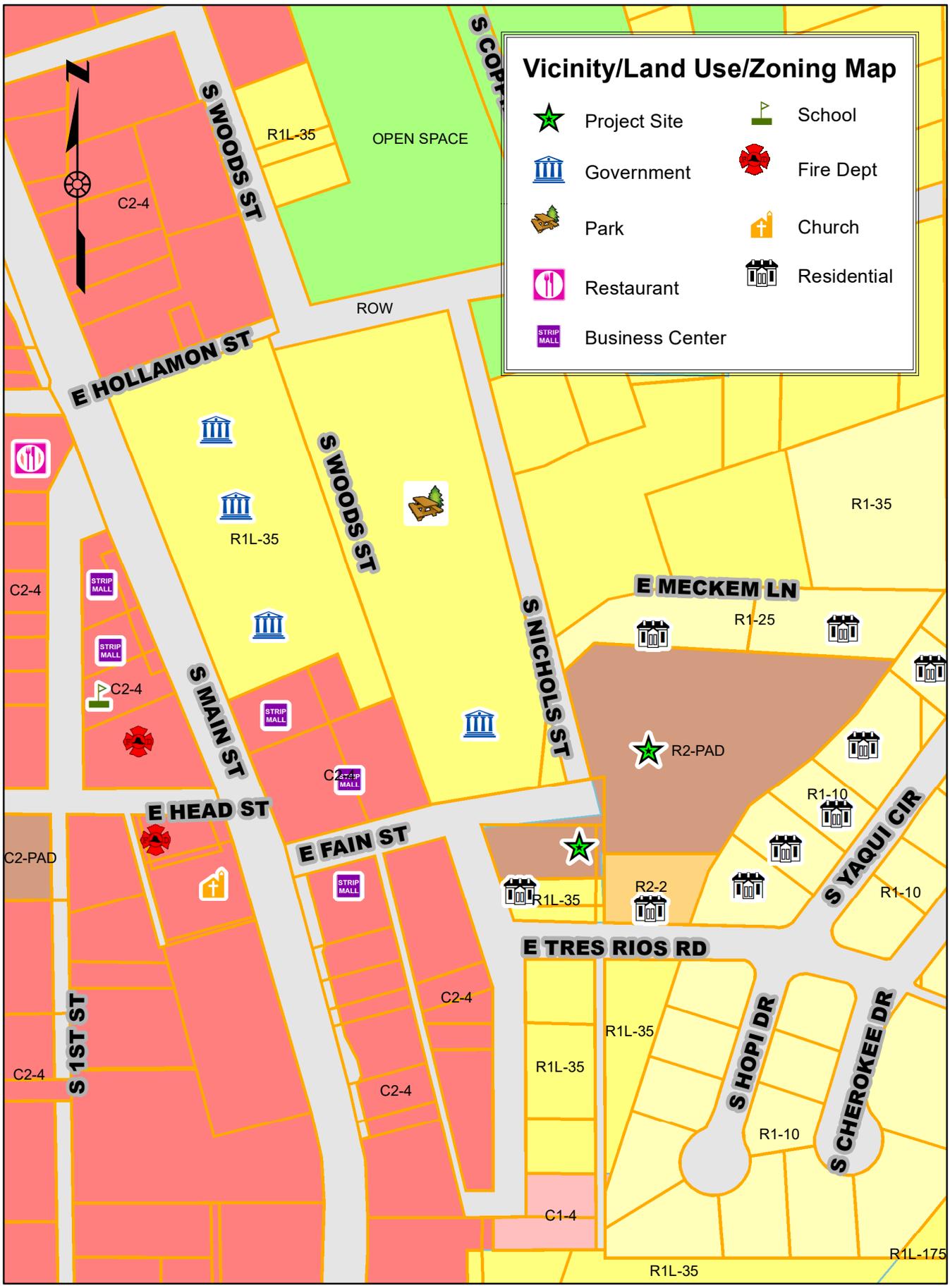
Attached for your review is the site plan of the layout including parking for the residents, the engineering drainage plan, utility reports, engineered sewer plan and a rough draft of the CC&R's for Wee Hollow.

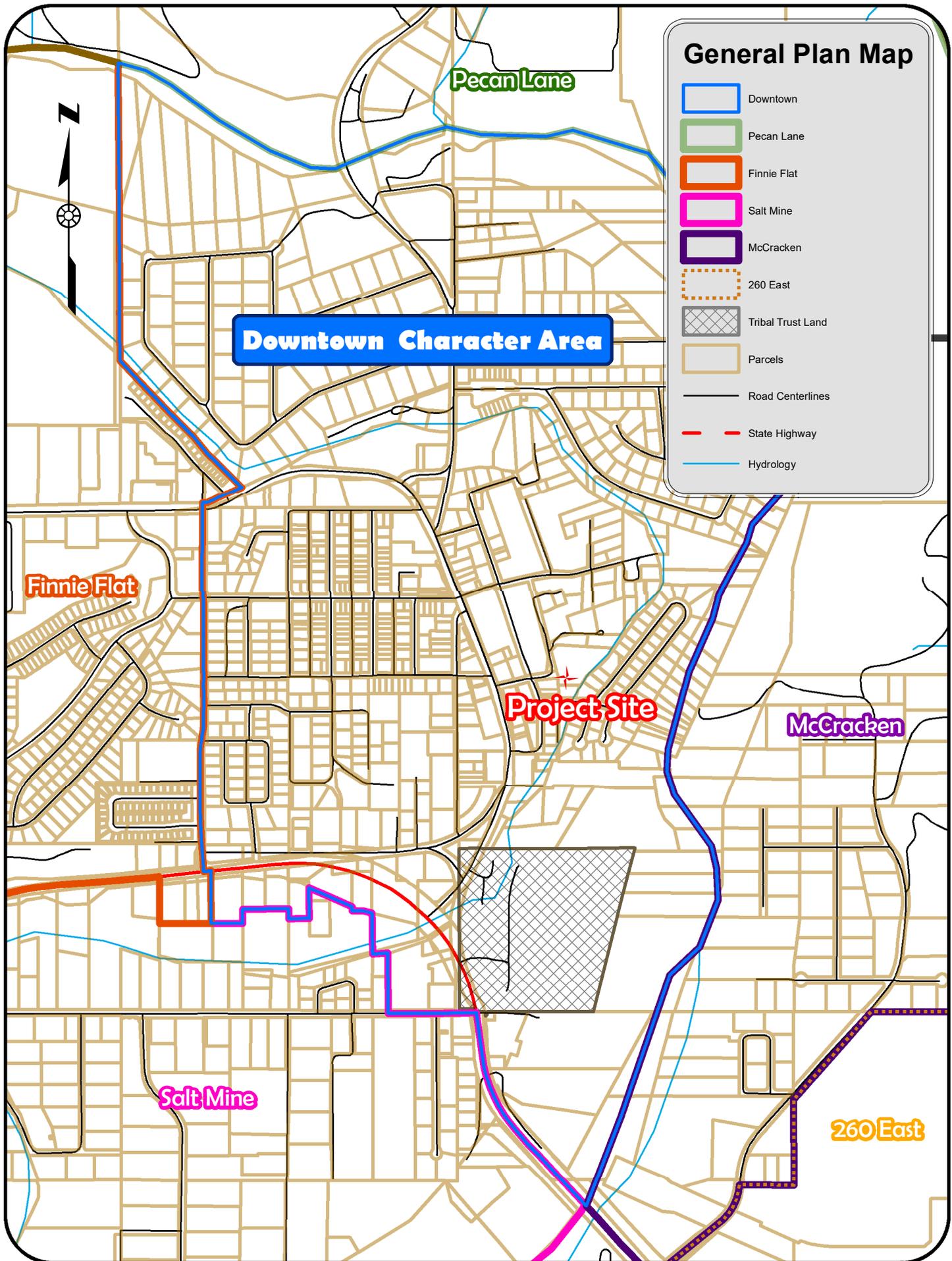
We look forward to responding to your questions and conclusion of this portion of the process so we can move forward to completion.

I can be reached via email at DMeier73@gmail.com, or phone: (928) 853-5009.

Sincerely yours,

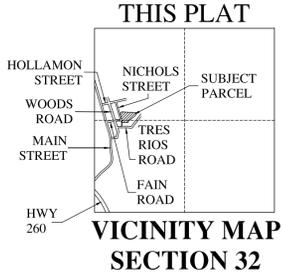
David Meier





PRELIMINARY PLAT WEE HOLLOW SUBDIVISION

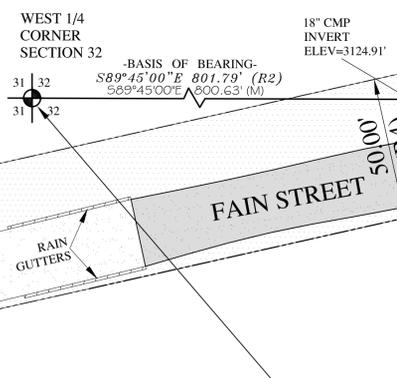
OF THE PROPOSED P.A.D. IN CAMP VERDE
PARCELS 404-30-029D, 404-23-050A, 404-23-013A
LOCATED IN THE WEST 1/2 OF SECTION 32,
T14N, R5E, G&SRM,
YAVAPAI COUNTY, ARIZONA



CAMP VERDE TOWNSITE
BOOK 2 PAGE 62
MAP & PLAT, YCR

404-30-367A
Zoned: R1-35

- *** LEGEND ***
- ⊙ - FOUND 1/2" RE-BAR W/ NO CAP OR TAG
 - ⊕ - FOUND 1/2" REBAR W/PLASTIC CAP STAMPED FOUND PT RLS 37401 N20°27'15"W 3.18 FROM ACCEPTED CORNER
 - ⊙ - FOUND 1/2" REBAR W/PLASTIC CAP ILLEGIBLE
 - - AFFIXED TAG STAMPED "LS 33873"
 - - COMMUNICATIONS RISER
 - FENCE
 - - SET 1/2" REBAR W/PLASTIC CAP STAMPED "LS 33873"
 - ⊙ - SECTION CORNER AS NOTED
 - ⊙ - FOUND COTTONPICKER SPINDLE W/TAG "LS 13015"
 - - FOUND 1/2" REBAR W/PLASTIC CAP ILLEGIBLE
 - ⊙ - FOUND 1/2" REBAR W/PLASTIC CAP STAMPED "LS 26925"
 - - CALCULATED POSITION NOTHING FOUND OR SET



This Plat was prepared for the benefit of a specific user and for a specific purpose pursuant to an agreement with the Client and as such, may be misleading as to purpose by others. Therefore, use by others is prohibited without the express written consent of the undersigned and no liability will be accepted by the undersigned for its use by others. This document should only be reproduced in total to maintain the integrity of the intended purpose.

This Plat was prepared from the field notes of actual surveys made under my direct supervision during the month of January through April, 2018, and is True and Correct to the best of my knowledge and belief.

- **Notes****
- This map is a compilation of S.G.S. Survey work. Data was also provided to us from Heritage Land surveying and mapping (Dugan McDonald R.L.S.).
 - This Map does not purport to verify ownership or identify Easements or other Encumbrances affecting any of the property shown.
 - This map was based in part upon an un-recorded map prepared by HERITAGE LAND SURVEYING AND MAPPING INC Job No.; 05-1225, dated 6/01/2007.
 - This Survey was performed using documents provided by the Client. No research was performed to verify ownership, easements or encumbrances.
 - A Title report for lots 1 and 2 was provided and did not have any plot-able schedule "B" items. A Title report was not provided for the Main parcel.
 - Parcels 404-30-029D, 404-23-050A and 404-23-013A are not within the Flood Hazard and 100-year Floodplain areas shown on Firm panels 04025C2186H and 04025C2178H.

- INDICATES OVERHEAD POWER LINE
- Ⓟ INDICATES POWER POLE
- Ⓜ INDICATES WATER-VALVE / WATER-METER
- Ⓢ INDICATES WELL

VERTICAL DATUM WAS FROM PREVIOUSLY PREPARED ENGINEERING PLANS BY HERITAGE. VERTICAL DATUM WAS NGVD29. CONTOUR LINES AND TOPOGRAPHIC FEATURES ARE SHOWN HEREON ON THE NGVD29 DATUM. A CONVERSION FACTOR OF +2.89 FEET IS NGVD29 TO NAVD88.

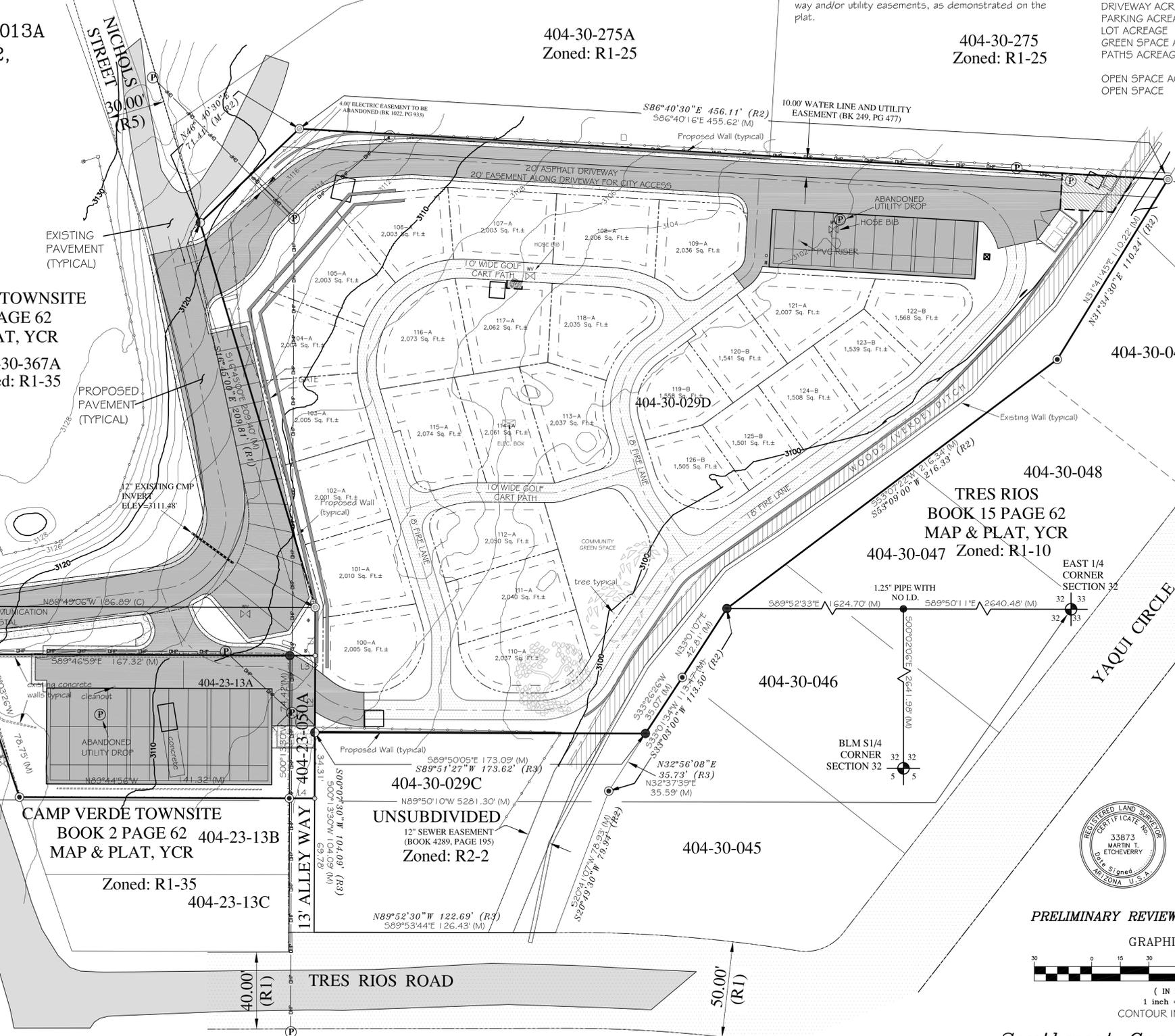
LINE	LENGTH	BEARING
L1	25.10	S00°13'30"W (M)
L2	40.11	S00°13'30"W (M)
L1 & L2	65.11	S00°13'30"W (M)
L1 & L2	65.55'	S00°07'30"W (R3)
L3	13.27	N89°46'30"W (M)
L4	13.27	N89°46'30"W (M)

- UTILITY PROVIDERS
- ELECTRICITY - APS
 - GAS - UNISOURCE ENERGY
 - TELEPHONE - CENTURYLINK
 - SOLID WASTE - PATRIOT DISPOSAL
 - SEWER - TOWN OF CAMP VERDE
 - WATER - CAMP VERDE WATER SYSTEM, INC.
 - FIRE DISTRICT - COPPER CANYON FIRE AND MEDICAL AUTHORITY
 - LAW ENFORCEMENT - CAMP VERDE MARSHAL'S OFFICE

Access to the site is from a paved Town right-of-way, to be improved through agreement between the developer and the Town of Camp Verde. Utilities will be provided to the site from existing right-of-way and/or utility easements, as demonstrated on the plat.

SUBDIVISION CONTAINS 28 TOTAL LOTS (including 1-Community Space)

AVERAGE LOT SIZE	1,899 SQ. FT.
CURRENT ZONING	R2-PAD
TOTAL ACREAGE	2.6853
DRIVEWAY ACREAGE	0.3491
PARKING ACREAGE	0.2276
LOT ACREAGE	1.1770
GREEN SPACE ACREAGE	0.0646
PATHS ACREAGE	0.2621
OPEN SPACE ACREAGE	1.3933
OPEN SPACE	51.4%



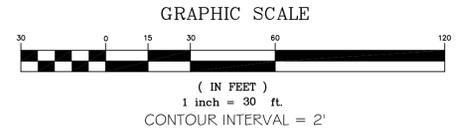
Owner/Developer
Dave Meier
1165 Dombard Lane #7
Sedona, Az, 86336
928-853-5009

Engineer
Luke Sefton, P.E., CFM
Sefton Engineering Consultants
40 Stutz Bearcat Drive
Sedona, AZ 86336
928-202-3999
P.E. 37322

Surveyor
Martin Etcheverry, R.L.S.
P.O. Box 2701
Cottonwood, AZ 86326
928-239-9525
R.L.S. 33873

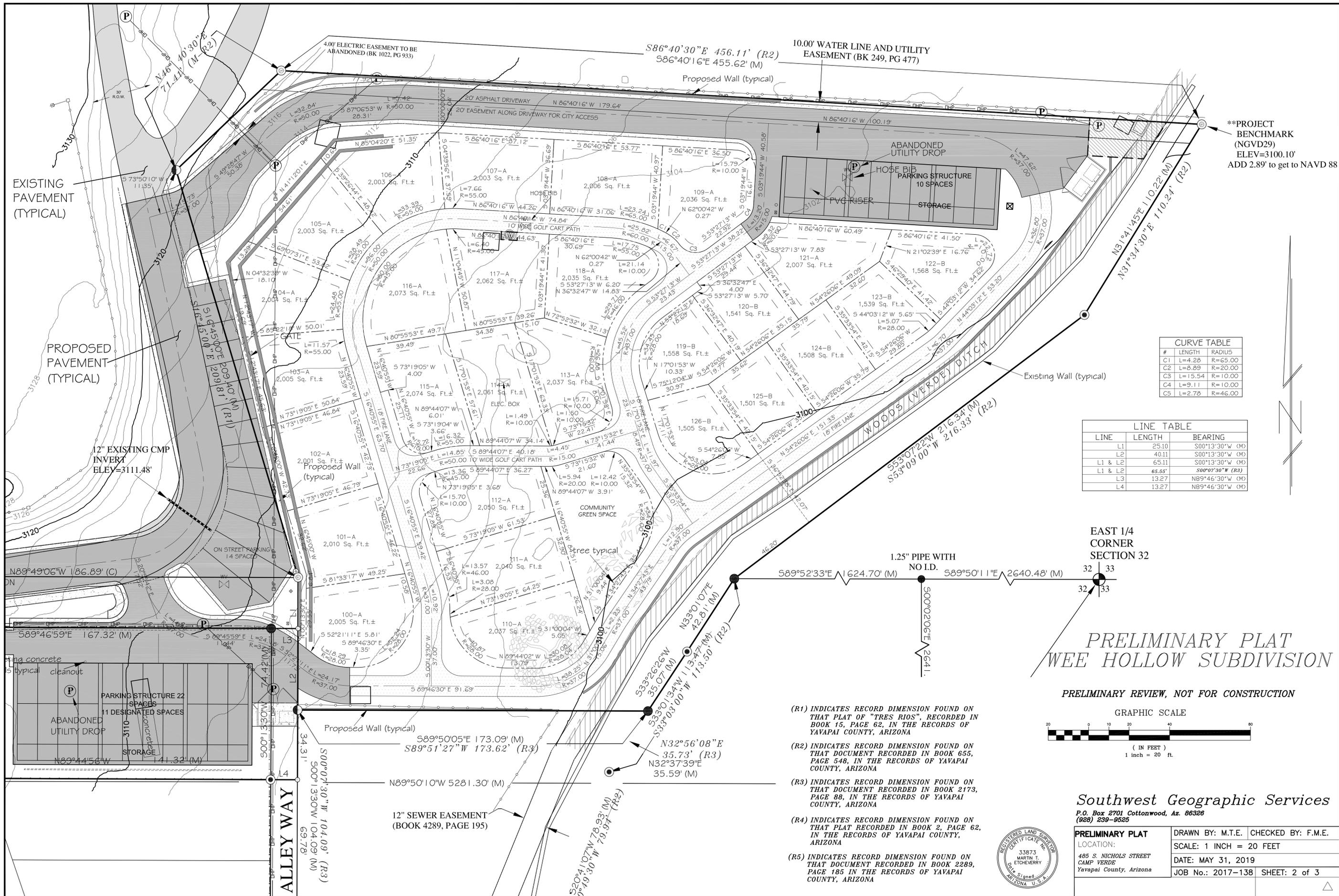


PRELIMINARY REVIEW, NOT FOR CONSTRUCTION



Southwest Geographic Services
P.O. Box 2701 Cottonwood, Az. 86326
(928) 239-9525

PRELIMINARY PLAT	DRAWN BY: M.T.E.	CHECKED BY: F.M.E.
LOCATION: 485 S. NICHOLS STREET CAMP VERDE Yavapai County, Arizona	SCALE: 1 INCH = 30 FEET	DATE: MAY 31, 2019
	JOB No.: 2017-138	SHEET: 1 of 3



****PROJECT BENCHMARK (NGVD29) ELEV=3100.10' ADD 2.89' to get to NAVD 88**

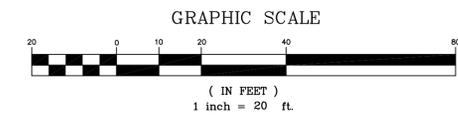
#	LENGTH	RADIUS
C1	L=4.28	R=65.00
C2	L=8.89	R=20.00
C3	L=15.54	R=10.00
C4	L=9.11	R=10.00
C5	L=2.78	R=46.00

LINE	LENGTH	BEARING
L1	25.10	S00°13'30"W (CM)
L2	40.11	S00°13'30"W (CM)
L1 & L2	65.11	S00°13'30"W (CM)
L1 & L2	65.55'	S00°07'30"W (R3)
L3	13.27	N89°46'30"W (CM)
L4	13.27	N89°46'30"W (CM)

EAST 1/4 CORNER SECTION 32

PRELIMINARY PLAT WEE HOLLOW SUBDIVISION

PRELIMINARY REVIEW, NOT FOR CONSTRUCTION



- (R1) INDICATES RECORD DIMENSION FOUND ON THAT PLAT OF "TRES RIOS", RECORDED IN BOOK 15, PAGE 62, IN THE RECORDS OF YAVAPAI COUNTY, ARIZONA
- (R2) INDICATES RECORD DIMENSION FOUND ON THAT DOCUMENT RECORDED IN BOOK 655, PAGE 548, IN THE RECORDS OF YAVAPAI COUNTY, ARIZONA
- (R3) INDICATES RECORD DIMENSION FOUND ON THAT DOCUMENT RECORDED IN BOOK 2173, PAGE 88, IN THE RECORDS OF YAVAPAI COUNTY, ARIZONA
- (R4) INDICATES RECORD DIMENSION FOUND ON THAT PLAT RECORDED IN BOOK 2, PAGE 62, IN THE RECORDS OF YAVAPAI COUNTY, ARIZONA
- (R5) INDICATES RECORD DIMENSION FOUND ON THAT DOCUMENT RECORDED IN BOOK 2289, PAGE 185 IN THE RECORDS OF YAVAPAI COUNTY, ARIZONA

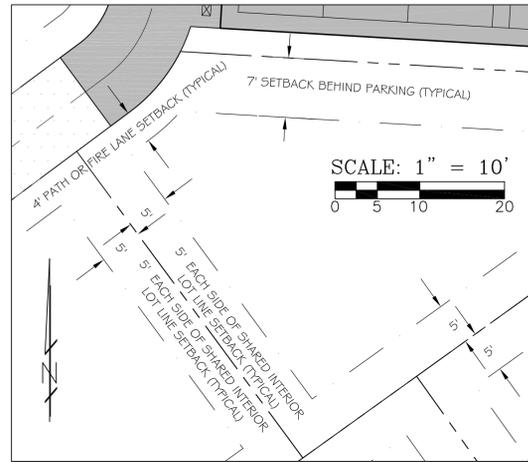


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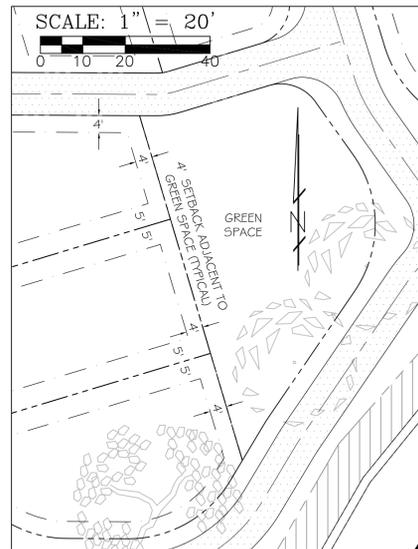
PRELIMINARY PLAT	DRAWN BY: M.T.E.	CHECKED BY: F.M.E.
LOCATION: 485 S. NICHOLS STREET CAMP VERDE Yavapai County, Arizona	SCALE: 1 INCH = 20 FEET	DATE: MAY 31, 2019
	JOB No.: 2017-138	SHEET: 2 of 3



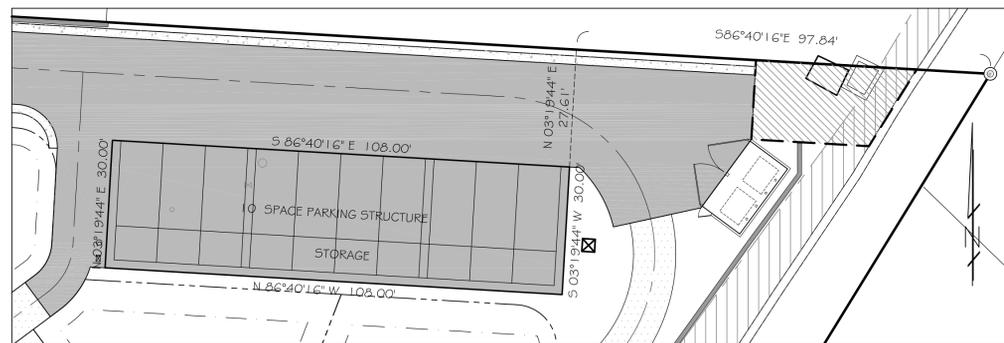
SCALE: 1" = 20'
0 10 20 40 SETBACK DETAILS FOR NON-TYPICAL LOTS



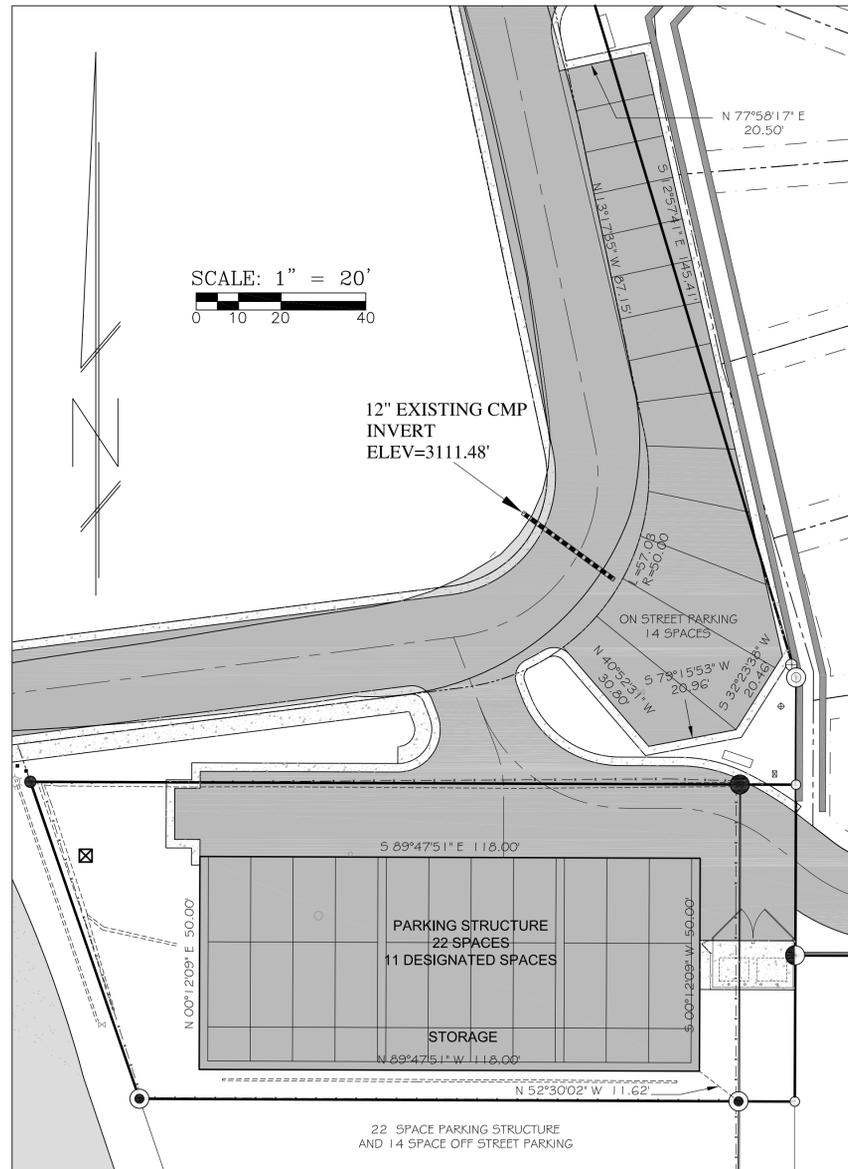
SCALE: 1" = 10'
0 5 10 20 SETBACK DETAILS (TYPICAL)



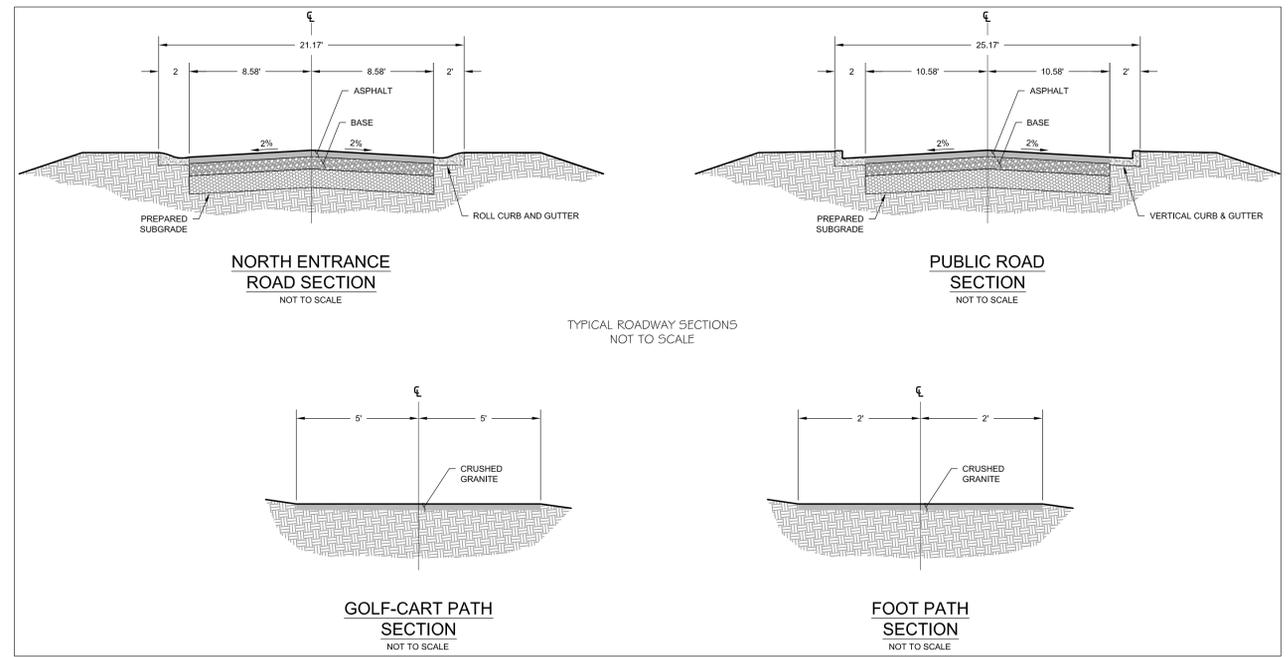
SCALE: 1" = 20'
0 10 20 40 SETBACK DETAILS FOR LOTS ADJACENT TO GREEN SPACE



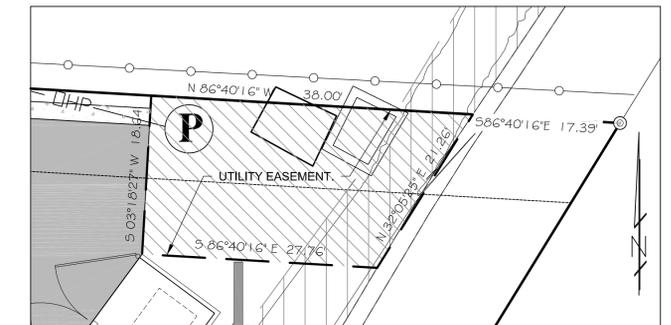
SCALE: 1" = 20'
0 10 20 40 10 SPACE PARKING STRUCTURE



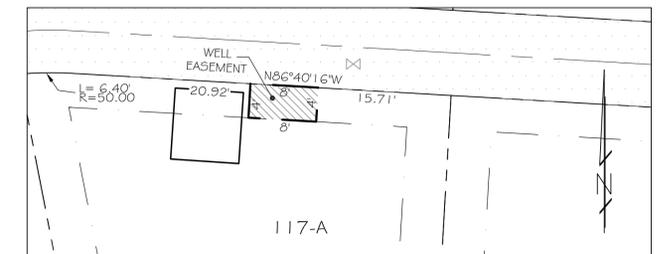
SCALE: 1" = 20'
0 10 20 40 22 SPACE PARKING STRUCTURE AND 14 SPACE OFF STREET PARKING



TYPICAL ROADWAY SECTIONS NOT TO SCALE



SCALE: 1" = 10'
0 5 10 20 UTILITY EASEMENT DETAIL



SCALE: 1" = 10'
0 5 10 20 WELL EASEMENT DETAIL (LOT 117-A)

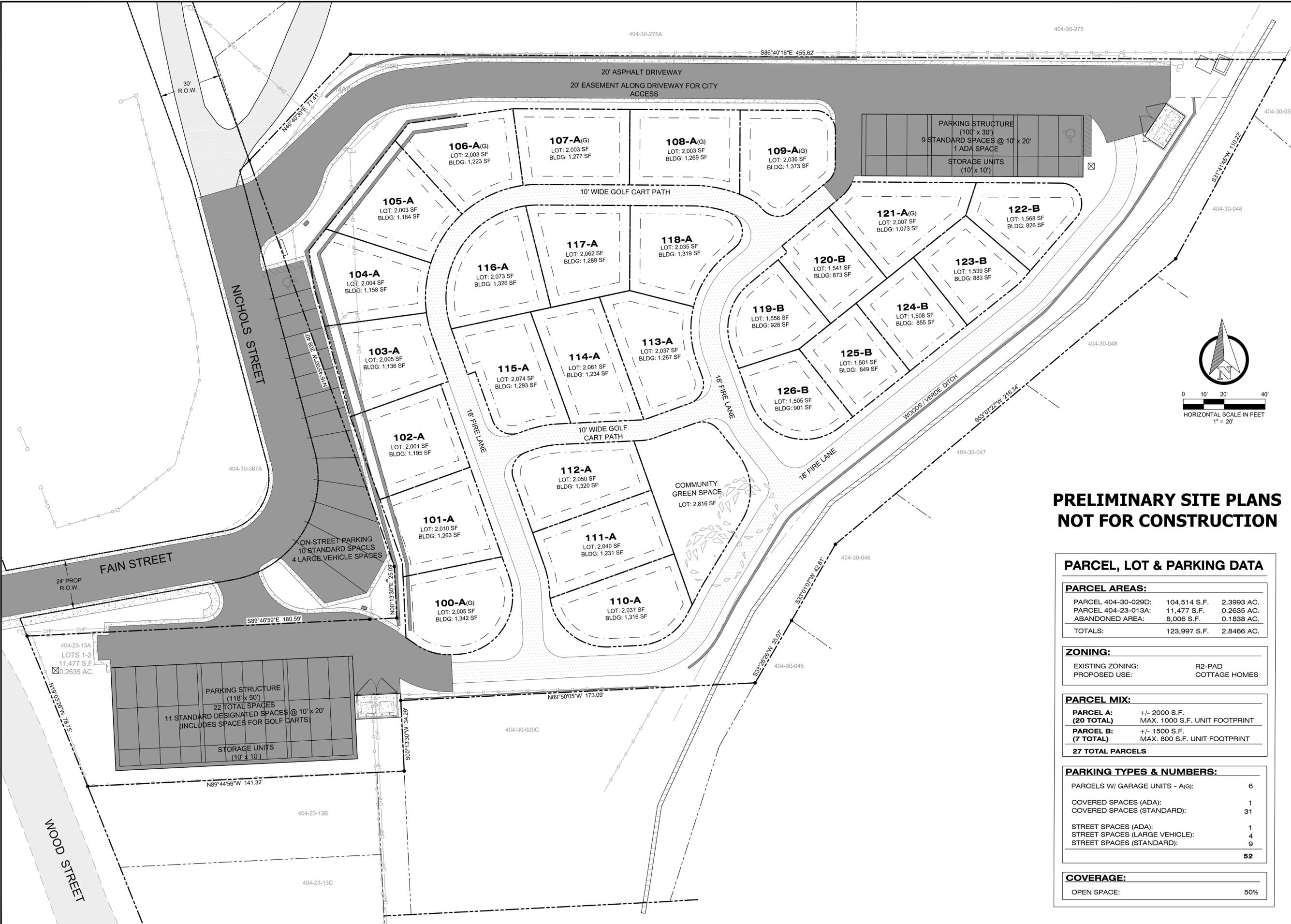
PRELIMINARY PLAT WEE HOLLOW SUBDIVISION

PRELIMINARY REVIEW, NOT FOR CONSTRUCTION
Southwest Geographic Services

P.O. Box 2701 Cottonwood, Az. 86326
(928) 239-9525



PRELIMINARY PLAT	DRAWN BY: M.T.E.	CHECKED BY: F.M.E.
LOCATION: 485 S. NICHOLS STREET CAMP VERDE Yavapai County, Arizona	SCALE: 1 INCH = AS NOTED	DATE: MAY 31, 2019
	JOB No.: 2017-138	SHEET: 3 of 3



**PRELIMINARY SITE PLANS
NOT FOR CONSTRUCTION**

PARCEL, LOT & PARKING DATA

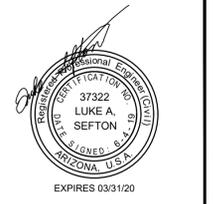
PARCEL AREAS:		
PARCEL 404-30-029D:	104,514 S.F.	2.3993 AC.
PARCEL 404-23-013A:	11,477 S.F.	0.2635 AC.
ABANDONED AREA:	8,006 S.F.	0.1838 AC.
TOTALS:	123,997 S.F.	2.8466 AC.

ZONING:	
EXISTING ZONING:	R2-PAD
PROPOSED USE:	COTTAGE HOMES

PARCEL MIX:	
PARCEL A:	+/- 2000 S.F.
(20 TOTAL)	MAX. 1000 S.F. UNIT FOOTPRINT
PARCEL B:	+/- 1500 S.F.
(7 TOTAL)	MAX. 800 S.F. UNIT FOOTPRINT
27 TOTAL PARCELS	

PARKING TYPES & NUMBERS:	
PARCELS W/ GARAGE UNITS - A(G):	6
COVERED SPACES (ADA):	1
COVERED SPACES (STANDARD):	31
STREET SPACES (ADA):	1
STREET SPACES (LARGE VEHICLE):	4
STREET SPACES (STANDARD):	9
	52

COVERAGE:	
OPEN SPACE:	50%



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PARCEL, LOT & PARKING DATA

WEE HOLLOW

485 SOUTH NICHOLS STREET CAMP VERDE, ARIZONA 86322

SHEET TITLE:

DRAWN BY: RJB

SCALE: 1" = 20'

DATE: 6/5/2019

PROJECT NO: 180103

SHEET NO.

C-2



**PRELIMINARY SITE PLANS
NOT FOR CONSTRUCTION**

LNETYPE LEGEND

- PROPOSED STORM SEWER LINE (SIZE PER PLAN)
- PROPOSED 6" WATER MAIN
- PROPOSED 1" WATER SERVICE
- PROPOSED 8" SANITARY MAIN
- PROPOSED 4" SANITARY SERVICE
- PROPOSED UNDERGROUND ELECTRIC LINE
- PROPOSED COMMUNICATION LINE
- PROPOSED GAS LINE
- PROPOSED ROAD CENTERLINE
- PROPERTY & RIGHT-OF-WAY LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED SIGHT DISTANCE TRIANGLE
- PROPOSED FLOW LINE
- PROPOSED FENCE
- PROPOSED MASONRY UNIT WALL
- EXISTING DITCH WALL



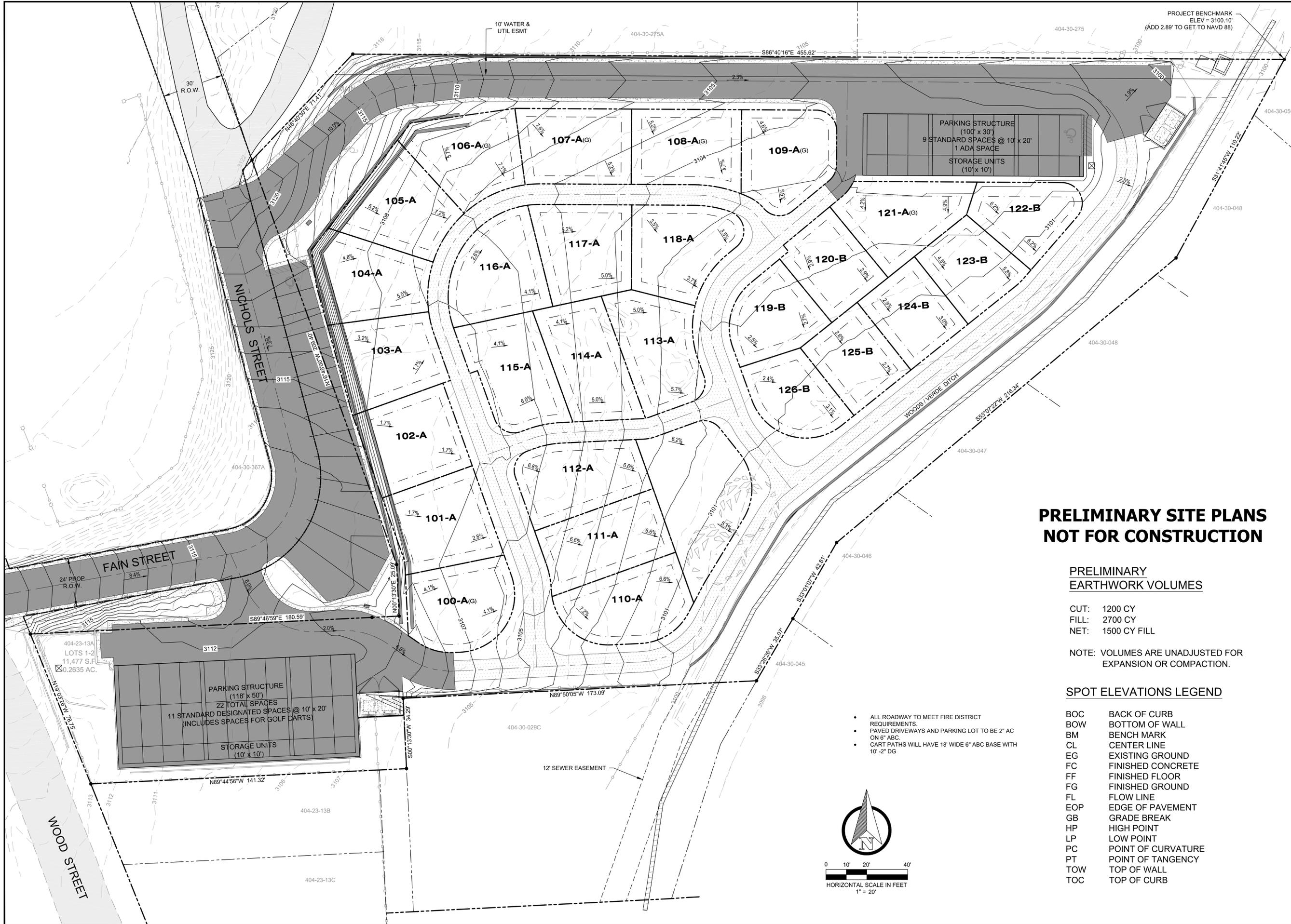
OVERALL SITE & UTILITY PLAN

WEE HOLLOW

485 SOUTH NICHOLS STREET CAMP VERDE, ARIZONA 86322

SHEET TITLE:	OVERALL SITE & UTILITY PLAN
PROJECT TITLE:	WEE HOLLOW
DRAWN BY:	RJB
SCALE:	1" = 20'
DATE:	6/5/2019
PROJECT NO.:	180103
SHEET NO.:	C-3

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**PRELIMINARY SITE PLANS
NOT FOR CONSTRUCTION**

**PRELIMINARY
EARTHWORK VOLUMES**

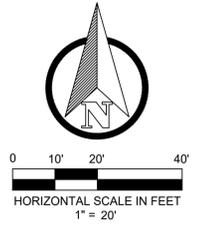
CUT: 1200 CY
 FILL: 2700 CY
 NET: 1500 CY FILL

NOTE: VOLUMES ARE UNADJUSTED FOR
 EXPANSION OR COMPACTION.

SPOT ELEVATIONS LEGEND

BOC	BACK OF CURB
BOW	BOTTOM OF WALL
BM	BENCH MARK
CL	CENTER LINE
EG	EXISTING GROUND
FC	FINISHED CONCRETE
FF	FINISHED FLOOR
FG	FINISHED GROUND
FL	FLOW LINE
EOP	EDGE OF PAVEMENT
GB	GRADE BREAK
HP	HIGH POINT
LP	LOW POINT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
TOW	TOP OF WALL
TOC	TOP OF CURB

- ALL ROADWAY TO MEET FIRE DISTRICT REQUIREMENTS.
- PAVED DRIVEWAYS AND PARKING LOT TO BE 2" AC ON 6" ABC.
- CART PATHS WILL HAVE 18" WIDE 6" ABC BASE WITH 10'-2" DG



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GRADING & DRAINAGE PLAN

WEE HOLLOW

485 SOUTH NICHOLS STREET CAMP VERDE, ARIZONA 86322

SHEET TITLE: GRADING & DRAINAGE PLAN

PROJECT TITLE: WEE HOLLOW

DRAWN BY: RJB

SCALE: 1" = 20'

DATE: 6/5/2019

PROJECT NO: 180103

SHEET NO. **C-4**

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Agenda Item 7.4.



Town of Camp Verde

Meeting Date: June 26, 2019

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration and possible approval of an application form and general license agreement for video services as required by SB1440 in 2018 by the state legislature. This is consideration of the form of application and agreement for such a license in the future.

List Attached Documents:

1. License Form (required approval by law)
2. Standard generic agreement (required by law)
3. Law for reference

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

- Department Head: Russ Martin** (comments included in report)
 Town Attorney Comments: Law requires the form and agreement to be adopted prior to July 1, 2019.
 Finance Department N/A

Background Information: The bill requires municipalities to issue a uniform video services license to video service providers (beginning Jan 1, 2020) and cities and towns must adopt a standard application/affidavit and agreement by **July 1, 2019**.

Please note that these forms closely track with the statutory requirements in SB1140 and have been reviewed and accepted by Cox (the proponent of SB1140) and the larger Telecommunications workgroup.

Recommended Action (Motion): Move to adopted the standard application form and license agreements for video licensing in the Town of Camp Verde

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE

Town of Camp Verde

I. Applicant:

Date:		
Applicant's Name:		
Principal Place of Business:		
Phone:	Address:	
Town: Camp Verde	State:	Zip:
Type of Entity: Municipal Corp.	Jurisdiction of Formation:	Email:

II. Applicant's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date:

V. For All Applications:

- A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.
- B. The term of the uniform video service license shall be (not to exceed ten years):

Years

- C. Applicant agrees to pay all lawful fees and charges imposed by the Town of Camp Verde as provided in Arizona Revised Statutes, Section 9-1414(B)(4).
- D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).
- E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

The Service Area consists of all the territory within the Town of Camp Verde:

The Service Area consists of all the territory within the area described on attached Exhibit A.

Applicant Verification

I certify that the information contained in this application for a video service license in the Town of Camp Verde is true and correct. I further affirm that I am authorized by _____ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

<i>Name and Title (printed):</i>	
<i>Signature:</i>	<i>Date:</i>

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this ____ day of _____, 20__; at _____.

Camp Verde, an Arizona municipal corporation (“Local Government”)

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

Model Uniform Video Service License Agreement
Date of Issuance: _____

This Uniform Video Service License Agreement (“License”) is made on the date of issuance hereof by and between the Town of Camp Verde, an Arizona municipal corporation (“Licensor”) and _____, a _____ (“Licensee”).

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes (“Licensing Statute”), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee’s principal place of business.

2.3 The names, titles and addresses of Licensee’s principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

3.2. Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statute and this License.

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the City/Town that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be [five (5)] percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day
of _____, 20__ by _____, Mayor of the Town of Camp Verde,
an Arizona municipal corporation, on its behalf.

(Seal)

EXHIBIT A

[Information about Licensee]

I. Licensee:

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Licensee's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

EXHIBIT B
[Service Area]

State of Arizona
Senate
Fifty-third Legislature
Second Regular Session
2018

CHAPTER 331
SENATE BILL 1140

AN ACT

AMENDING TITLE 9, ARIZONA REVISED STATUTES, BY ADDING CHAPTER 13; AMENDING SECTION 41-1092.01, ARIZONA REVISED STATUTES; RELATING TO VIDEO AND CABLE SERVICE PROVIDERS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 9, Arizona Revised Statutes, is amended by adding
3 chapter 13, to read:

4 CHAPTER 13

5 VIDEO SERVICE

6 ARTICLE 1. GENERAL PROVISIONS

7 9-1401. Definitions

8 IN THIS CHAPTER, UNLESS THE CONTEXT OTHERWISE REQUIRES:

9 1. "AFFILIATE" MEANS A PERSON THAT DIRECTLY OR INDIRECTLY, THROUGH
10 ONE OR MORE INTERMEDIARIES, CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON
11 CONTROL WITH A VIDEO SERVICE PROVIDER.

12 2. "AGREEMENT" MEANS ANY AGREEMENT OR CONTRACT.

13 3. "BOUNDARIES OF A LOCAL GOVERNMENT" OR "BOUNDARIES" MEANS:

14 (a) FOR A CITY OR TOWN, ALL OF THE AREA WITHIN THE CORPORATE LIMITS
15 OF THE CITY OR TOWN.

16 (b) FOR A COUNTY, ALL OF THE AREA OF THE COUNTY THAT IS NOT WITHIN
17 THE CORPORATE LIMITS OF ANY CITY OR TOWN, INCLUDING UNINCORPORATED
18 TERRITORY THAT IS SURROUNDED ON ALL SIDES BY A COMBINATION OF ONE OR MORE
19 CITIES, TOWNS OR INDIAN RESERVATIONS.

20 4. "CABLE OPERATOR" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED
21 STATES CODE SECTION 522.

22 5. "CABLE SERVICE" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED
23 STATES CODE SECTION 522.

24 6. "CABLE SYSTEM" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED
25 STATES CODE SECTION 522.

26 7. "COMMERCIAL MOBILE SERVICE PROVIDER" MEANS A PERSON THAT
27 PROVIDES COMMERCIAL MOBILE SERVICE AS DEFINED IN 47 UNITED STATES CODE
28 SECTION 332(d) OR COMMERCIAL MOBILE RADIO SERVICE AS DESCRIBED IN 47 CODE
29 OF FEDERAL REGULATIONS SECTION 20.9.

30 8. "DAY" MEANS A CALENDAR DAY, EXCEPT A SATURDAY OR SUNDAY OR A
31 HOLIDAY PRESCRIBED IN SECTION 1-301.

32 9. "GROSS REVENUE":

33 (a) MEANS ALL CASH, CREDITS, PROPERTY OF ANY KIND OR NATURE OR
34 OTHER CONSIDERATION THAT IS RECEIVED DIRECTLY OR INDIRECTLY BY A VIDEO
35 SERVICE PROVIDER, ITS AFFILIATES, OR ANY PERSON, FIRM OR CORPORATION IN
36 WHICH THE VIDEO SERVICE PROVIDER HAS A FINANCIAL INTEREST OR THAT HAS A
37 FINANCIAL INTEREST IN THE VIDEO SERVICE PROVIDER AND THAT IS DERIVED FROM
38 THE VIDEO SERVICE PROVIDER'S OPERATION OF ITS VIDEO SERVICE NETWORK TO
39 PROVIDE VIDEO SERVICE IN THE SERVICE AREA.

40 (b) INCLUDES ALL REVENUE FROM CHARGES FOR VIDEO SERVICE TO
41 SUBSCRIBERS AND ALL CHARGES FOR INSTALLATION, REMOVAL, CONNECTION OR
42 REINSTATEMENT OF EQUIPMENT NECESSARY FOR A SUBSCRIBER TO RECEIVE VIDEO
43 SERVICE AND ANY OTHER RECEIPTS FROM SUBSCRIBERS DERIVED FROM THE VIDEO
44 SERVICE PROVIDER'S OPERATION OF THE VIDEO SERVICE NETWORK TO PROVIDE VIDEO
45 SERVICE, INCLUDING RECEIPTS FROM FORFEITED DEPOSITS, SALE OR RENTAL OF

1 EQUIPMENT TO PROVIDE VIDEO SERVICE, LATE CHARGES, INTEREST AND SALE OF
2 PROGRAM GUIDES.

3 (c) DOES NOT INCLUDE:

4 (i) ANY REVENUE NOT RECEIVED, EVEN IF BILLED, SUCH AS BAD DEBT NET
5 OF ANY RECOVERIES OF BAD DEBT OR ANY REFUNDS, CREDITS, ALLOWANCES OR
6 DISCOUNTS TO SUBSCRIBERS TO THE EXTENT THAT THE REFUND, REBATE, CREDIT,
7 ALLOWANCE OR DISCOUNT IS ATTRIBUTED TO VIDEO SERVICE.

8 (ii) REVENUE FROM COMMERCIAL ADVERTISING ON THE VIDEO SERVICE
9 NETWORK, THE USE OR LEASE OF STUDIO FACILITIES OF THE VIDEO SERVICE
10 NETWORK, INTERNET ACCESS SERVICE, THE USE OR LEASE OF ITS FACILITIES
11 LOCATED IN THE HIGHWAYS, THE USE OR LEASE OF LEASED ACCESS CHANNELS OR
12 BANDWIDTH, THE USE OR LEASE OF TOWERS, THE PRODUCTION OF VIDEO PROGRAMMING
13 BY THE VIDEO SERVICE PROVIDER, THE SALE, EXCHANGE, USE OR CABLECAST OF ANY
14 PROGRAMMING BY THE VIDEO SERVICE PROVIDER IN THE SERVICE AREA, SALES TO
15 THE VIDEO SERVICE PROVIDER'S SUBSCRIBERS BY PROGRAMMERS OF HOME SHOPPING
16 SERVICES, REIMBURSEMENTS PAID BY PROGRAMMERS FOR LAUNCH FEES OR MARKETING
17 EXPENSES, LICENSE FEES, TAXES OR OTHER FEES OR CHARGES THAT THE VIDEO
18 SERVICE PROVIDER COLLECTS AND PAYS TO ANY GOVERNMENTAL AUTHORITY, ANY
19 INCREASE IN THE VALUE OF ANY STOCK, SECURITY OR ASSET, OR ANY DIVIDENDS OR
20 OTHER DISTRIBUTIONS MADE FROM ANY STOCK OR SECURITIES.

21 10. "HIGHWAY" MEANS ALL ROADS, STREETS AND ALLEYS AND OTHER
22 DEDICATED PUBLIC RIGHTS-OF-WAY THAT ARE OPERATED AND MAINTAINED BY A LOCAL
23 GOVERNMENT.

24 11. "HOLDER" MEANS A VIDEO SERVICE PROVIDER THAT HAS BEEN ISSUED A
25 UNIFORM VIDEO SERVICE LICENSE PURSUANT TO THIS CHAPTER.

26 12. "HOLDOVER CABLE OPERATOR" MEANS AN INCUMBENT CABLE OPERATOR
27 THAT ELECTS UNDER SECTIONS 9-1412 AND 9-1413 TO CONTINUE TO OPERATE WITHIN
28 ITS SERVICE AREA PURSUANT TO ITS LOCAL LICENSE.

29 13. "INCUMBENT CABLE OPERATOR" MEANS A CABLE OPERATOR OR OTHER
30 VIDEO SERVICE PROVIDER THAT ON DECEMBER 31, 2019 IS PROVIDING VIDEO
31 SERVICE IN THIS STATE PURSUANT TO A LOCAL LICENSE.

32 14. "INFORMATION SERVICE" HAS THE SAME MEANING PRESCRIBED IN 47
33 UNITED STATES CODE SECTION 153.

34 15. "INTERACTIVE COMPUTER SERVICE" HAS THE SAME MEANING PRESCRIBED
35 IN 47 UNITED STATES CODE SECTION 230(f).

36 16. "LICENSE" MEANS A FRANCHISE AS DEFINED IN 47 UNITED STATES CODE
37 SECTION 522.

38 17. "LICENSE FEE" MEANS A LICENSE FEE IMPOSED BY A LOCAL GOVERNMENT
39 ON A VIDEO SERVICE PROVIDER FOR USING THE HIGHWAYS TO PROVIDE AND FOR THE
40 PRIVILEGE OF PROVIDING VIDEO SERVICE.

41 18. "LOCAL GOVERNMENT" MEANS ANY CITY, INCLUDING A CHARTER CITY,
42 TOWN OR COUNTY.

43 19. "LOCAL LAW" MEANS ANY CHARTER, CODE, ORDINANCE, RESOLUTION,
44 REGULATION OR OTHER LAW OF A LOCAL GOVERNMENT.

1 20. "LOCAL LICENSE" MEANS ANY LICENSE, AGREEMENT, PERMIT OR SIMILAR
2 AUTHORIZATION THAT MEETS ALL OF THE FOLLOWING:

3 (a) ALLOWS A PERSON TO CONSTRUCT OR OPERATE A VIDEO SERVICE NETWORK
4 WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT.

5 (b) IS ISSUED, GRANTED, APPROVED, EXTENDED OR RENEWED BY THE LOCAL
6 GOVERNMENT BEFORE JANUARY 1, 2020 PURSUANT TO THE AUTHORITY OF ANY
7 FEDERAL, STATE OR LOCAL LAW IN EFFECT AT THE TIME OF THE ISSUANCE, GRANT,
8 APPROVAL, EXTENSION OR RENEWAL.

9 (c) IS EFFECTIVE UNDER FEDERAL, STATE OR LOCAL LAW ON DECEMBER 31,
10 2019 FOR THE PERSON TO CONTINUE TO CONSTRUCT OR OPERATE A VIDEO SERVICE
11 NETWORK WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT.

12 21. "MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTOR" HAS THE SAME
13 MEANING PRESCRIBED IN 47 UNITED STATES CODE SECTION 522.

14 22. "SERVICE AREA" MEANS THAT PART OF THE BOUNDARIES OF A LOCAL
15 GOVERNMENT WITHIN WHICH A VIDEO SERVICE PROVIDER IS AUTHORIZED TO PROVIDE
16 VIDEO SERVICE PURSUANT TO A UNIFORM VIDEO SERVICE LICENSE OR A LOCAL
17 LICENSE.

18 23. "SUBSCRIBER" MEANS ANY PERSON IN THIS STATE THAT PURCHASES
19 VIDEO SERVICE. SUBSCRIBER DOES NOT INCLUDE ANY PERSON THAT PURCHASES
20 VIDEO SERVICE FOR RESALE AND THAT, ON RESALE, IS REQUIRED TO PAY A LICENSE
21 FEE PURSUANT TO THIS CHAPTER OR THE TERMS OF A LOCAL LICENSE.

22 24. "TELECOMMUNICATIONS":

23 (a) MEANS THE TRANSMISSION, BETWEEN OR AMONG POINTS SPECIFIED BY
24 THE USER, OF INFORMATION OF THE USER'S CHOOSING, WITHOUT CHANGE IN THE
25 FORM OR CONTENT OF THE INFORMATION SENT AND RECEIVED, REGARDLESS OF THE
26 FACILITIES, EQUIPMENT OR TECHNOLOGY USED.

27 (b) DOES NOT INCLUDE COMMERCIAL MOBILE RADIO SERVICE, PAY PHONE
28 SERVICE, INTERSTATE SERVICE OR CABLE SERVICE.

29 25. "TELECOMMUNICATIONS PROVIDER" MEANS A PERSON THAT IS REQUIRED
30 TO OBTAIN FROM THE CORPORATION COMMISSION A CERTIFICATE OF PUBLIC
31 CONVENIENCE AND NECESSITY TO PROVIDE TELECOMMUNICATIONS SERVICE.

32 26. "TELECOMMUNICATIONS SERVICE" MEANS THE OFFERING OF
33 TELECOMMUNICATIONS FOR A FEE DIRECTLY TO THE PUBLIC, OR TO SUCH USERS AS
34 TO BE EFFECTIVELY AVAILABLE DIRECTLY TO THE PUBLIC, REGARDLESS OF THE
35 EQUIPMENT, FACILITIES OR TECHNOLOGY USED.

36 27. "UNIFORM VIDEO SERVICE LICENSE" MEANS A LICENSE THAT IS ISSUED
37 BY A LOCAL GOVERNMENT IN THE FORM OF A UNIFORM VIDEO SERVICE LICENSE
38 AGREEMENT AS ADOPTED PURSUANT TO SECTION 9-1411.

39 28. "VIDEO SERVICE":

40 (a) MEANS THE PROVISION OF MULTICHANNEL VIDEO PROGRAMMING GENERALLY
41 CONSIDERED COMPARABLE TO VIDEO PROGRAMMING DELIVERED BY A TELEVISION
42 BROADCAST STATION, VIDEO SERVICE OR OTHER DIGITAL TELEVISION SERVICE,
43 WHETHER PROVIDED AS PART OF A TIER, ON DEMAND OR ON A PER-CHANNEL BASIS,
44 WITHOUT REGARD TO THE TECHNOLOGY USED TO DELIVER THE VIDEO SERVICE,
45 INCLUDING INTERNET PROTOCOL TECHNOLOGY OR ANY SUCCESSOR TECHNOLOGY.

1 (b) INCLUDES CABLE SERVICE.
2 (c) DOES NOT INCLUDE ANY OF THE FOLLOWING:
3 (i) VIDEO PROGRAMMING PROVIDED SOLELY AS PART OF, AND THROUGH, A
4 SERVICE THAT ENABLES USERS TO ACCESS CONTENT, INFORMATION, E-MAIL,
5 MESSAGING OR OTHER SERVICES THAT ARE OFFERED VIA THE PUBLIC INTERNET.
6 (ii) DIRECT BROADCAST SATELLITE SERVICE.
7 (iii) WIRELESS MULTICHANNEL VIDEO PROGRAMMING THAT IS PROVIDED BY A
8 COMMERCIAL MOBILE SERVICE PROVIDER.
9 29. "VIDEO SERVICE NETWORK":
10 (a) MEANS A WIRELINE NETWORK, OR ANY COMPONENT OF A WIRELINE
11 NETWORK, THAT IS LOCATED IN THIS STATE, CONSTRUCTED IN WHOLE OR IN PART
12 IN, ON, UNDER OR OVER ANY HIGHWAY AND USED TO PROVIDE VIDEO SERVICE.
13 (b) INCLUDES A CABLE SYSTEM.
14 30. "VIDEO SERVICE PROVIDER":
15 (a) MEANS ANY PERSON THAT PROVIDES OR OFFERS TO PROVIDE VIDEO
16 SERVICE OVER A VIDEO SERVICE NETWORK TO SUBSCRIBERS IN THIS STATE.
17 (b) INCLUDES AN INCUMBENT CABLE OPERATOR THAT ELECTED PURSUANT TO
18 SECTIONS 9-1412 AND 9-1413 TO TERMINATE ITS LOCAL LICENSE AND A
19 MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTOR.
20 (c) DOES NOT INCLUDE A HOLDOVER CABLE OPERATOR.
21 9-1402. State preemption; uniform regulation and licensing
22 A. THE LICENSING OF VIDEO SERVICE PROVIDERS AND THE REGULATION AND
23 USE OF VIDEO SERVICE ARE MATTERS OF STATEWIDE CONCERN. EXCEPT AS PROVIDED
24 IN THIS CHAPTER, THE LICENSING OF VIDEO SERVICE PROVIDERS AND THE
25 REGULATION AND USE OF VIDEO SERVICE ARE NOT SUBJECT TO FURTHER REGULATION
26 BY A LOCAL GOVERNMENT. THE REGULATION OF VIDEO SERVICE PURSUANT TO THIS
27 CHAPTER, INCLUDING APPLICATION TO THE LOCAL LICENSES OF INCUMBENT CABLE
28 OPERATORS, IS REASONABLE AND NECESSARY TO PROMOTE ALL OF THE FOLLOWING:
29 1. PROVISION OF COMPETITIVE VIDEO, TELECOMMUNICATIONS AND
30 INFORMATION SERVICE THROUGHOUT THIS STATE.
31 2. MORE UNIFORM REGULATION OF COMPETITIVE VIDEO SERVICE THROUGHOUT
32 THIS STATE.
33 3. STREAMLINED LICENSING BY LOCAL GOVERNMENTS AND MORE UNIFORM
34 TERMS AND CONDITIONS FOR VIDEO SERVICE PROVIDERS THAT USE HIGHWAYS TO
35 PROVIDE VIDEO AND OTHER SERVICES OVER VIDEO SERVICE NETWORKS.
36 4. CONTINUED MANAGEMENT BY LOCAL GOVERNMENTS OF USE OF THEIR
37 HIGHWAYS WITH REASONABLE BURDENS ON CONSTRUCTION AND MAINTENANCE ACROSS
38 BOUNDARIES BETWEEN LOCAL GOVERNMENTS FOR VIDEO SERVICE PROVIDERS TO USE
39 HIGHWAYS TO PROVIDE VIDEO AND OTHER SERVICES OVER VIDEO SERVICE NETWORKS.
40 5. CONTINUED LEVYING OF LICENSE FEES BY LOCAL GOVERNMENTS ON
41 SUBSCRIBER SERVICE REVENUES DERIVED FROM OPERATING VIDEO SERVICE NETWORKS
42 TO PROVIDE VIDEO SERVICE.
43 6. SUPPORT FOR FEDERAL SUBSCRIBER SERVICE STANDARDS.
44 B. TO THE FULLEST EXTENT ALLOWED BY FEDERAL LAW, THIS CHAPTER
45 OCCUPIES THE ENTIRE FIELD OF LICENSING AND REGULATION OF VIDEO SERVICE.

1 C. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, FROM AND AFTER
2 DECEMBER 31, 2019 THIS CHAPTER PREEMPTS AND LIMITS THE ABILITY OF A LOCAL
3 GOVERNMENT TO REGULATE OR ENFORCE ALL OF THE FOLLOWING:

4 1. THE APPLICATION OF CHAPTER 5, ARTICLE 1.1 OF THIS TITLE TO VIDEO
5 SERVICE PROVIDERS.

6 2. ANY LOCAL LAW AND ANY AGREEMENT WITH A LOCAL GOVERNMENT THAT
7 DOES ANY OF THE FOLLOWING:

8 (a) REQUIRES A PERSON OTHER THAN A HOLDOVER CABLE OPERATOR TO
9 OBTAIN OR HOLD FROM A LOCAL GOVERNMENT ANY LICENSE, PERMIT OR SIMILAR
10 AUTHORIZATION THAT IS A PREREQUISITE TO PROVIDING VIDEO SERVICE OR TO
11 CONSTRUCTING, MAINTAINING OR USING THE HIGHWAYS TO OPERATE A VIDEO SERVICE
12 NETWORK IN THE HIGHWAYS WITHIN ITS BOUNDARIES.

13 (b) REGULATES THE PROVISION OF VIDEO SERVICE OR THE CONSTRUCTION OR
14 OPERATION OF A VIDEO SERVICE NETWORK IF THE LOCAL LAW DOES NOT CONFORM TO
15 THIS CHAPTER.

16 (c) IMPOSES ON A VIDEO SERVICE PROVIDER ANY REQUIREMENT THAT IS
17 RELATED TO INFRASTRUCTURE, FACILITIES OR DEPLOYMENT OF EQUIPMENT THAT DOES
18 NOT CONFORM TO THIS CHAPTER, INCLUDING OFFICE LOCATION, INSTITUTIONAL
19 NETWORK, BUILD-OUT, LINE EXTENSION, INVESTMENT OR OTHER OPERATIONAL
20 REQUIREMENTS THAT ARE NOT DIRECTLY RELATED TO THE LOCAL GOVERNMENT'S
21 MANAGEMENT OF THE HIGHWAYS.

22 (d) REQUIRES A VIDEO SERVICE PROVIDER TO OBTAIN A LICENSE OR OTHER
23 AUTHORIZATION FROM THE LOCAL GOVERNMENT TO PROVIDE TELECOMMUNICATIONS
24 SERVICE, INFORMATION SERVICE, INTERACTIVE COMPUTER SERVICE OR OTHER
25 SERVICE IF THE VIDEO SERVICE PROVIDER USES ITS VIDEO SERVICE NETWORK
26 WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT TO PROVIDE THE SERVICE.

27 (e) REQUIRES A VIDEO SERVICE PROVIDER TO PAY TO LOCATE IN DUCTS OR
28 CONDUITS OR ON POLES OWNED BY THE LOCAL GOVERNMENT IF THE LOCAL GOVERNMENT
29 REQUIRES INSTALLATION IN THE DUCTS OR CONDUITS OR ON THE POLES.

30 9-1403. Limited application

31 THIS CHAPTER DOES NOT:

32 1. PREVENT A TELECOMMUNICATIONS PROVIDER FROM EXERCISING ANY RIGHTS
33 OR AUTHORITY THAT THE TELECOMMUNICATIONS PROVIDER HAS AS A PUBLIC UTILITY
34 UNDER FEDERAL OR STATE LAW.

35 2. AFFECT ANY AUTHORITY OF A LOCAL GOVERNMENT, AN AGRICULTURAL
36 IMPROVEMENT DISTRICT, ANY SPECIAL TAXING DISTRICT OR ANY OTHER PERSON THAT
37 CONTROLS UTILITY POLES ON THE HIGHWAYS TO DENY, LIMIT, RESTRICT OR
38 DETERMINE THE RATES, TERMS AND CONDITIONS FOR THE USE OF OR ATTACHMENT BY
39 A VIDEO SERVICE PROVIDER TO UTILITY OR OTHER POLES OWNED BY THE LOCAL
40 GOVERNMENT OR OTHER PERSON. FOR THE PURPOSES OF THIS PARAGRAPH,
41 "AUTHORITY OF A LOCAL GOVERNMENT" INCLUDES POLICE POWERS.

42 3. VEST IN THE CORPORATION COMMISSION ANY AUTHORITY OR JURISDICTION
43 OVER VIDEO SERVICE, VIDEO SERVICE PROVIDERS OR VIDEO SERVICE NETWORKS OR
44 OVER THE RATES, TERMS AND CONDITIONS OF POLE ATTACHMENTS UNDER 47 UNITED
45 STATES CODE SECTION 224.

1 4. AFFECT OR PREEMPT ANY GENERALLY APPLICABLE LOCAL LAWS, INCLUDING
2 A LOCAL GOVERNMENT'S POLICE POWER, TO MANAGE THE USE AND OCCUPANCY OF THE
3 HIGHWAYS WITHIN THE LOCAL GOVERNMENT'S BOUNDARIES OR TO EXERCISE THE LOCAL
4 GOVERNMENT'S POLICE POWERS IF THE LOCAL GOVERNMENT APPLIES THE LOCAL LAWS
5 AND THE EXERCISE OF POLICE POWERS TO ALL USERS OF THE HIGHWAYS IN A
6 NONDISCRIMINATORY MANNER.

7 ARTICLE 2. LOCAL LICENSES

8 9-1411. Local governments; uniform video service license
9 agreements; forms; provisions

10 A. FROM AND AFTER DECEMBER 31, 2019, A LOCAL GOVERNMENT HAS THE
11 EXCLUSIVE AUTHORITY TO ISSUE A UNIFORM VIDEO SERVICE LICENSE TO A PERSON
12 TO PROVIDE VIDEO SERVICE AND TO CONSTRUCT AND OPERATE A VIDEO SERVICE
13 NETWORK IN ANY SERVICE AREA WITHIN ITS BOUNDARIES.

14 B. ON OR BEFORE JULY 1, 2019, EACH LOCAL GOVERNMENT SHALL ADOPT A
15 STANDARD FORM OF UNIFORM VIDEO SERVICE LICENSE AGREEMENT FOR VIDEO SERVICE
16 PROVIDERS TO BE USED BY THE LOCAL GOVERNMENT AND A STANDARD FORM OF
17 APPLICATION AND AFFIDAVIT AS DESCRIBED IN SECTION 9-1414. A LOCAL
18 GOVERNMENT SHALL PRESCRIBE OTHER FORMS ONLY AS NECESSARY TO IMPLEMENT THIS
19 CHAPTER.

20 C. THE UNIFORM VIDEO SERVICE LICENSE AGREEMENT ADOPTED UNDER
21 SUBSECTION B OF THIS SECTION MUST INCLUDE ALL OF THE FOLLOWING PROVISIONS
22 IN SUBSTANTIALLY THE FOLLOWING FORM AND MAY NOT INCLUDE ANY OTHER
23 PROVISIONS:

24 1. THE NAME OF THE VIDEO SERVICE PROVIDER, ITS TYPE OF ENTITY AND
25 ITS JURISDICTION OF FORMATION.

26 2. THE ADDRESS AND TELEPHONE NUMBER OF THE VIDEO SERVICE PROVIDER'S
27 PRINCIPAL PLACE OF BUSINESS.

28 3. THE NAME AND ADDRESS OF THE VIDEO SERVICE PROVIDER'S PRINCIPAL
29 EXECUTIVE OFFICERS OR GENERAL PARTNERS AND ANY PERSONS AUTHORIZED TO
30 REPRESENT THE VIDEO SERVICE PROVIDER BEFORE THE LOCAL GOVERNMENT.

31 4. IF THE VIDEO SERVICE PROVIDER IS NOT AN INCUMBENT CABLE
32 OPERATOR, THE DATE ON WHICH THE PROVIDER EXPECTS TO PROVIDE VIDEO SERVICES
33 IN THE AREA IDENTIFIED UNDER PARAGRAPH 5 OF THIS SUBSECTION.

34 5. AN EXACT DESCRIPTION OF THE SERVICE AREA TO BE SERVED, AS
35 IDENTIFIED BY A GEOGRAPHIC INFORMATION SYSTEM DIGITAL BOUNDARY THAT MEETS
36 OR EXCEEDS NATIONAL MAP ACCURACY STANDARDS.

37 6. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER PAY THE LICENSE
38 FEES REQUIRED UNDER THIS CHAPTER AND ALL OTHER LAWFUL FEES AND CHARGES
39 IMPOSED BY THE LOCAL GOVERNMENT.

40 7. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER FILE IN A TIMELY
41 MANNER WITH THE FEDERAL COMMUNICATIONS COMMISSION ALL FORMS REQUIRED BY
42 THAT AGENCY BEFORE OFFERING VIDEO SERVICE IN THE SERVICE AREA, INCLUDING
43 THE FORMS REQUIRED BY 47 CODE OF FEDERAL REGULATIONS SECTION 76.1801.

44 8. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER AGREES TO COMPLY
45 WITH AND BE SUBJECT TO ALL VALID AND ENFORCEABLE FEDERAL AND STATE LAWS.

1 9. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER AGREES TO COMPLY
2 WITH ALL GENERALLY APPLICABLE, NONDISCRIMINATORY LOCAL LAWS, INCLUDING
3 HIGHWAY USE, MAPPING, INSURANCE, PERFORMANCE BONDS, SECURITY FUND,
4 INDEMNIFICATION OR SIMILAR REQUIREMENTS THAT APPLY TO THE USE AND
5 OCCUPATION OF ANY HIGHWAY AND THAT CONFORM TO THIS CHAPTER.

6 10. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH THE
7 PUBLIC, EDUCATION AND GOVERNMENT PROGRAMMING REQUIREMENTS OF THIS CHAPTER.

8 11. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH ALL
9 CUSTOMER SERVICE RULES OF THE FEDERAL COMMUNICATIONS COMMISSION UNDER 47
10 CODE OF FEDERAL REGULATIONS SECTION 76.309(c) APPLICABLE TO CABLE
11 OPERATORS.

12 12. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH THE
13 CONSUMER PRIVACY REQUIREMENTS OF 47 UNITED STATES CODE SECTION 551
14 APPLICABLE TO CABLE OPERATORS.

15 13. A GRANT OF AUTHORITY BY THE LOCAL GOVERNMENT TO PROVIDE VIDEO
16 SERVICE IN THE SERVICE AREA AS DESCRIBED UNDER PARAGRAPH 5 OF THIS
17 SUBSECTION.

18 14. A GRANT OF AUTHORITY BY THE LOCAL GOVERNMENT TO USE AND OCCUPY
19 THE HIGHWAYS IN THE DELIVERY OF THE VIDEO SERVICE, SUBJECT TO THE LAWS OF
20 THIS STATE AND THE POLICE POWERS OF THE LOCAL GOVERNMENT.

21 15. THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE.

22 16. A REQUIREMENT THAT THE PARTIES TO THE AGREEMENT ARE SUBJECT TO
23 AND MUST COMPLY WITH THIS CHAPTER.

24 D. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, FROM AND AFTER
25 DECEMBER 31, 2019 A PERSON MAY NOT ACT AS A VIDEO SERVICE PROVIDER OR
26 CONSTRUCT OR OPERATE A VIDEO SERVICE NETWORK WITHIN THE BOUNDARIES OF A
27 LOCAL GOVERNMENT WITHOUT FIRST HAVING BEEN ISSUED AND CONTINUING TO HOLD A
28 UNIFORM VIDEO SERVICE LICENSE WITH A SERVICE AREA ENCOMPASSING THE
29 BOUNDARIES.

30 E. A LOCAL LICENSE SHALL REMAIN ENFORCEABLE IN ACCORDANCE WITH ITS
31 TERMS UNTIL TERMINATED UNDER SECTION 9-1412, SUBSECTION B.

32 9-1412. Incumbent cable operator; election on local license;
33 procedure to obtain uniform video service license
34 and terminate local license

35 A. FROM AND AFTER DECEMBER 31, 2019, AN INCUMBENT CABLE OPERATOR
36 MAY ELECT TO DO EITHER OF THE FOLLOWING:

37 1. CONTINUE TO OPERATE WITHIN A SERVICE AREA AS DEFINED IN THE
38 LOCAL LICENSE PURSUANT TO SECTION 9-1413.

39 2. TERMINATE THE INCUMBENT CABLE OPERATOR'S LOCAL LICENSE FOR A
40 SERVICE AREA BY APPLYING FOR AND OBTAINING A UNIFORM VIDEO SERVICE LICENSE
41 PURSUANT TO THIS ARTICLE.

42 B. ON OR BEFORE JULY 1, 2020, TO ELECT TO TERMINATE A LOCAL LICENSE
43 UNDER SUBSECTION A OF THIS SECTION IN THE SAME MANNER AS ANY OTHER VIDEO
44 SERVICE PROVIDER, AN INCUMBENT CABLE OPERATOR SHALL APPLY FOR A UNIFORM
45 VIDEO SERVICE LICENSE THAT INCLUDES ONLY THE SERVICE AREA THAT IS DEFINED

1 IN THE LOCAL LICENSE. IF AN INCUMBENT CABLE OPERATOR OBTAINS A UNIFORM
2 VIDEO SERVICE LICENSE FOR THE SERVICE AREA, BOTH OF THE FOLLOWING APPLY:

3 1. THE APPLICANT'S LOCAL LICENSE IS TERMINATED AS TO THE SERVICE
4 AREA BY OPERATION OF LAW FROM AND AFTER THE DATE THE LOCAL GOVERNMENT
5 ISSUES THE UNIFORM VIDEO SERVICE LICENSE.

6 2. THE INCUMBENT CABLE OPERATOR SHALL OPERATE WITHIN THE SERVICE
7 AREA DEFINED IN THE LOCAL LICENSE UNLESS THE INCUMBENT CABLE OPERATOR
8 ELECTS UNDER SECTION 9-1414, SUBSECTION C TO APPLY FOR A UNIFORM VIDEO
9 SERVICE LICENSE FOR A SERVICE AREA THAT CONSISTS OF THE BOUNDARIES OF THE
10 LOCAL GOVERNMENT.

11 9-1413. Incumbent cable operator; procedure to continue
12 operating under local license

13 A. IF AN INCUMBENT CABLE OPERATOR DOES NOT TIMELY ELECT TO
14 TERMINATE A LOCAL LICENSE FOR A SERVICE AREA PURSUANT TO SECTION 9-1412,
15 SUBSECTION B, THE PERSON SHALL CONTINUE TO OPERATE THE CABLE SYSTEM AS A
16 HOLDOVER CABLE OPERATOR WITHIN THE SERVICE AREA DEFINED IN THE LOCAL
17 LICENSE AND SHALL COMPLY WITH THE LOCAL LICENSE FOR AS LONG AS IT REMAINS
18 IN EFFECT FOR THE SERVICE AREA. THE LOCAL LICENSE IS NOT EFFECTIVE FOR
19 THE SERVICE AREA FROM AND AFTER THE DATE THE LOCAL LICENSE EXPIRES BY ITS
20 TERMS. THE LOCAL GOVERNMENT MAY NOT UNILATERALLY RENEW OR EXTEND THE TERM
21 OF THE LOCAL LICENSE FOR THE SERVICE AREA. THE LOCAL GOVERNMENT AND THE
22 HOLDOVER CABLE OPERATOR SHALL COMPLY WITH ALL OF THE FOLLOWING, WHICH
23 SHALL CONTINUE TO APPLY TO THE LOCAL LICENSE:

- 24 1. CHAPTER 5, ARTICLE 1.1 OF THIS TITLE.
- 25 2. SECTION 9-584.
- 26 3. CHAPTER 5, ARTICLE 8 OF THIS TITLE.
- 27 4. TITLE 11, CHAPTER 13, ARTICLE 1.

28 B. TO OPERATE WITHIN A SERVICE AREA FROM AND AFTER THE DATE THE
29 LOCAL LICENSE EXPIRES, THE HOLDOVER CABLE OPERATOR MUST APPLY FOR AND
30 OBTAIN A UNIFORM VIDEO SERVICE LICENSE IN THE SAME MANNER AS ANY OTHER
31 VIDEO SERVICE PROVIDER.

32 C. IF A HOLDOVER CABLE OPERATOR IS ISSUED A UNIFORM VIDEO SERVICE
33 LICENSE WITH A SERVICE AREA THAT INCLUDES THE SERVICE AREA DEFINED UNDER
34 THE LOCAL LICENSE WHILE OPERATING PURSUANT TO THE LOCAL LICENSE UNDER
35 SUBSECTION A OF THIS SECTION, THE UNIFORM VIDEO SERVICE LICENSE DOES NOT
36 BECOME EFFECTIVE UNTIL THE LOCAL LICENSE EXPIRES.

37 D. A HOLDOVER CABLE OPERATOR THAT ELECTS TO APPLY FOR A UNIFORM
38 VIDEO SERVICE LICENSE SHALL DO SO AT LEAST ONE MONTH BEFORE THE LOCAL
39 LICENSE EXPIRES.

40 9-1414. Uniform video service license; application; fees

41 A. TO OBTAIN A UNIFORM VIDEO SERVICE LICENSE, A PERSON SHALL FILE
42 WITH THE CLERK OF THE LOCAL GOVERNMENT AN APPLICATION AND AFFIDAVIT THAT
43 ARE SIGNED BY ONE OF THE PRINCIPAL EXECUTIVE OFFICERS OR GENERAL PARTNERS
44 OF THE APPLICANT AND THAT COMPLY WITH THIS SECTION.

1 B. THE APPLICATION AND AFFIDAVIT SHALL BE IN THE FORM REQUIRED BY
2 THE LOCAL GOVERNMENT AND SHALL BE REQUIRED TO CONTAIN ALL OF AND NOT MORE
3 THAN THE FOLLOWING:

4 1. EACH SERVICE AREA IN WHICH THE APPLICANT INTENDS TO PROVIDE
5 VIDEO SERVICE IN THE FORMAT AS DESCRIBED IN SECTION 9-1411, SUBSECTION C.
6 EXCEPT AS PROVIDED IN SECTION 9-1412, SUBSECTION B, PARAGRAPH 2, UNDER A
7 UNIFORM VIDEO SERVICE LICENSE THE BOUNDARIES OF THE LOCAL GOVERNMENT IS A
8 SINGLE SERVICE AREA AND THE SERVICE AREA CONSISTS OF ALL OF THE TERRITORY
9 WITHIN THE BOUNDARIES OF THAT LOCAL GOVERNMENT.

10 2. THE INFORMATION PRESCRIBED BY SECTION 9-1411, SUBSECTION C,
11 PARAGRAPHS 1 THROUGH 4. THE HOLDER SHALL NOTIFY THE LOCAL GOVERNMENT IN
12 WRITING OF CHANGES TO THIS INFORMATION WITHIN THIRTY DAYS AFTER THE CHANGE
13 OCCURS.

14 3. THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE, WHICH MAY NOT
15 EXCEED TEN YEARS.

16 4. AN AGREEMENT TO PAY ALL LAWFUL FEES AND CHARGES IMPOSED BY THE
17 LOCAL GOVERNMENT.

18 C. AN INCUMBENT CABLE OPERATOR DESCRIBED IN SECTION 9-1412,
19 SUBSECTION B, PARAGRAPH 2 MAY ELECT TO APPLY FOR A UNIFORM VIDEO SERVICE
20 LICENSE FOR A SERVICE AREA THAT CONSISTS OF THE BOUNDARIES OF A LOCAL
21 GOVERNMENT.

22 D. IF THE LOCAL GOVERNMENT DETERMINES THAT THE APPLICATION AND
23 AFFIDAVIT ARE INCOMPLETE OR OTHERWISE DEFICIENT FOR FAILURE TO COMPLY WITH
24 THIS SECTION, THE LOCAL GOVERNMENT SHALL PROVIDE WRITTEN NOTICE TO THE
25 APPLICANT NOT LATER THAN FIFTEEN DAYS AFTER THE DATE OF FILING OF THE
26 APPLICATION AND AFFIDAVIT. THE WRITTEN NOTICE SHALL DO BOTH OF THE
27 FOLLOWING:

28 1. EXPLAIN THE INCOMPLETENESS OR DEFICIENCY IN DETAIL.
29 2. SPECIFY THE INFORMATION OR OTHER ITEMS THAT ARE NECESSARY UNDER
30 THIS SECTION FOR PROPER COMPLETION OF THE APPLICATION AND AFFIDAVIT.

31 E. THE LOCAL GOVERNMENT MAY NOT DO ANY OF THE FOLLOWING:

32 1. CHARGE A FEE FOR FILING OR PROCESSING AN APPLICATION, AFFIDAVIT,
33 NOTICE OR OTHER DOCUMENT UNDER THIS CHAPTER.

34 2. VOTE ON OR TAKE OTHER OFFICIAL ACTION REGARDING THE APPLICATION,
35 AFFIDAVIT, NOTICE OR OTHER DOCUMENT.

36 3. REQUIRE THE APPLICANT TO OBTAIN THE APPROVAL OF THE LOCAL
37 GOVERNMENT REGARDING THE APPLICATION, AFFIDAVIT, NOTICE OR OTHER DOCUMENT.

38 4. REQUIRE THE APPLICANT TO ENTER INTO AN AGREEMENT AS DESCRIBED IN
39 SECTION 9-1442, SUBSECTION I.

40 9-1415. Authority granted by uniform video service license;
41 conditions and limitations prohibited; providing
42 video service

43 A. NOT LATER THAN THIRTY DAYS AFTER THE DATE AN APPLICANT FILES A
44 COMPLETED APPLICATION AND AFFIDAVIT PURSUANT TO SECTION 9-1414, THE LOCAL
45 GOVERNMENT SHALL ISSUE A UNIFORM VIDEO SERVICE LICENSE TO THE APPLICANT IN

1 THE FORM PRESCRIBED BY SECTION 9-1411. IF THE LOCAL GOVERNMENT DOES NOT
2 NOTIFY THE APPLICANT ABOUT THE COMPLETENESS OF THE UNIFORM VIDEO SERVICE
3 LICENSE AGREEMENT WITHIN THE TIME PERIOD PRESCRIBED BY SECTION 9-1414,
4 SUBSECTION D OR ISSUE THE AGREEMENT WITHIN THE TIME PERIOD REQUIRED UNDER
5 THIS SUBSECTION, THE AGREEMENT SHALL BE CONSIDERED COMPLETE AND ISSUED TO
6 THE APPLICANT IN THE FORM SUBMITTED.

7 B. THE UNIFORM VIDEO SERVICE LICENSE ISSUED TO AN APPLICANT,
8 INCLUDING AN INCUMBENT CABLE OPERATOR, BY A LOCAL GOVERNMENT IS A
9 NONEXCLUSIVE LICENSE GRANTING TO THE HOLDER OF THE UNIFORM VIDEO SERVICE
10 LICENSE THE AUTHORITY FOR THE TERM REQUESTED IN THE APPLICATION TO DO ALL
11 OF THE FOLLOWING:

12 1. PROVIDE VIDEO SERVICE IN ALL SERVICE AREAS DESIGNATED IN THE
13 APPLICATION AND AFFIDAVIT FILED WITH THE LOCAL GOVERNMENT.

14 2. CONSTRUCT AND OPERATE A VIDEO SERVICE NETWORK IN THE HIGHWAYS IN
15 EACH SERVICE AREA IN COMPLIANCE WITH THIS CHAPTER AND ALL LOCAL LAWS THAT
16 ARE NOT IN CONFLICT OR OTHERWISE DO NOT CONFORM TO THIS CHAPTER OR THE
17 PURPOSES AND OBJECTIVES OF THIS CHAPTER.

18 3. OPERATE AND MAINTAIN FACILITIES INSTALLED IN THE HIGHWAYS IN THE
19 SERVICE AREA UNDER A LOCAL LICENSE PURSUANT TO ALL OF THE FOLLOWING:

20 (a) SECTION 9-506, SUBSECTIONS I AND J.

21 (b) SECTION 9-584.

22 (c) CHAPTER 5, ARTICLE 8 OF THIS TITLE AND TITLE 11, CHAPTER 13,
23 ARTICLE 1.

24 C. A LOCAL GOVERNMENT MAY NOT CONDITION OR LIMIT A UNIFORM VIDEO
25 SERVICE LICENSE BY IMPOSING ANY OBLIGATION OR REQUIREMENT THAT IS NOT
26 AUTHORIZED BY THIS CHAPTER, INCLUDING ANY OF THE FOLLOWING:

27 1. ANY OFFICE LOCATION, INSTITUTIONAL NETWORK OR OTHER BUILD-OUT,
28 LINE EXTENSION, INVESTMENT OR OTHER REQUIREMENTS RELATING TO THE OVERALL
29 SCOPE, EXTENT AND TIMING OF INFRASTRUCTURE, FACILITIES OR DEPLOYMENT OF
30 EQUIPMENT.

31 2. ANY REQUIREMENTS TO PAY TO ANY PERSON ANY APPLICATION, DOCUMENT,
32 LICENSE, SERVICE OR OTHER FEE, TAX, CHARGE OR ASSESSMENT THAT IS NOT
33 AUTHORIZED BY THIS CHAPTER.

34 D. A HOLDER OF A UNIFORM VIDEO SERVICE LICENSE SHALL PROVIDE VIDEO
35 SERVICE IN ACCORDANCE WITH THE CERTIFICATIONS MADE BY THE HOLDER IN EACH
36 APPLICATION AND AFFIDAVIT THAT THE HOLDER FILES WITH A LOCAL GOVERNMENT
37 PURSUANT TO THIS ARTICLE.

38 9-1416. Amendment of uniform video service license to add
39 service area

40 A. TO ADD ONE OR MORE NEW SERVICE AREAS TO A UNIFORM VIDEO SERVICE
41 LICENSE, THE HOLDER SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT AN
42 APPLICATION FOR AN AMENDMENT TO THE UNIFORM VIDEO SERVICE LICENSE TO ADD
43 EACH NEW SERVICE AREA.

1 B. THE APPLICATION IS SUBJECT TO THE SAME PROCEDURES, REQUIREMENTS,
2 LIMITATIONS AND TIME PERIODS AS AN APPLICATION FOR ISSUANCE OF A UNIFORM
3 VIDEO SERVICE LICENSE PURSUANT TO SECTIONS 9-1414 AND 9-1415.

4 9-1417. Termination of service

5 A. TO TERMINATE THE AUTHORITY TO PROVIDE VIDEO SERVICE TO AN
6 EXISTING SERVICE AREA AUTHORIZED UNDER THE UNIFORM VIDEO SERVICE LICENSE,
7 THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL FILE WITH THE CLERK
8 OF THE LOCAL GOVERNMENT WRITTEN NOTICE OF THE TERMINATION.

9 B. THE HOLDER MAY TERMINATE SERVICE ON AND AFTER THE DATE THAT THE
10 HOLDER FILES THE WRITTEN NOTICE WITH THE CLERK OF THE LOCAL GOVERNMENT.

11 C. THE HOLDER SHALL:

12 1. COMPLY WITH APPLICABLE FEDERAL LAWS, INCLUDING RULES AND
13 REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION.

14 2. GIVE ALL AFFECTED SUBSCRIBERS AND LOCAL GOVERNMENTS NOTICE AT
15 LEAST NINETY DAYS BEFORE TERMINATION OF SERVICE IN ALL OF A SERVICE AREA
16 THAT CONSISTS OF THE BOUNDARIES OF THE LOCAL GOVERNMENT.

17 9-1418. Boundary change

18 EACH LOCAL GOVERNMENT WHOSE BOUNDARIES CHANGE SHALL NOTIFY IN A
19 TIMELY MANNER EACH VIDEO SERVICE PROVIDER THAT OPERATES IN THE BOUNDARIES.

20 9-1419. Transfer of uniform video service license

21 A. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION OR OTHERWISE
22 REQUIRED BY FEDERAL LAW, INCLUDING RULES AND REGULATIONS OF THE FEDERAL
23 COMMUNICATIONS COMMISSION, A UNIFORM VIDEO SERVICE LICENSE IS FULLY
24 TRANSFERABLE TO ANY PERSON WHETHER THE TRANSFER ARISES THROUGH MERGER,
25 SALE, ASSIGNMENT, RESTRUCTURING, CHANGE OF CONTROL OR OTHER TYPE OF
26 TRANSACTION. A TRANSFER DOES NOT INCLUDE AN ASSIGNMENT OF A UNIFORM VIDEO
27 SERVICE LICENSE FOR THE PURPOSE OF SECURING INDEBTEDNESS. A TRANSFER MAY
28 INCLUDE LESS THAN ALL SERVICE AREAS ASSOCIATED WITH A UNIFORM VIDEO
29 SERVICE LICENSE.

30 B. THE HOLDER SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT
31 WRITTEN NOTICE OF THE TRANSFER OF THE UNIFORM VIDEO SERVICE LICENSE. ON
32 THE FILING OF NOTICE UNDER THIS SUBSECTION THE TRANSFEREE BECOMES THE
33 HOLDER.

34 9-1420. Extension

35 A. TO EXTEND THE TERM OF A UNIFORM VIDEO SERVICE LICENSE, THE
36 HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL FILE WITH THE CLERK OF
37 THE LOCAL GOVERNMENT AT LEAST ONE MONTH BEFORE THE END OF THE TERM OF THE
38 UNIFORM VIDEO SERVICE LICENSE A NOTICE TO EXTEND THE TERM FOR A SPECIFIED
39 PERIOD NOT TO EXCEED TEN YEARS.

40 B. EFFECTIVE ON THE DATE THE HOLDER FILES THE WRITTEN NOTICE WITH
41 THE CLERK OF THE LOCAL GOVERNMENT, THE TERM IS EXTENDED FOR THE SPECIFIED
42 PERIOD FROM AND AFTER THE DATE OF THE END OF THE THEN-CURRENT TERM.

43 C. TRANSFERRING, AMENDING OR MODIFYING A UNIFORM VIDEO SERVICE
44 LICENSE UNDER OTHER SECTIONS OF THIS ARTICLE DOES NOT EXTEND THE TERM OF
45 THE UNIFORM VIDEO SERVICE LICENSE.

1 9-1421. Subscriber complaints
2 A. A SUBSCRIBER MAY SUBMIT COMPLAINTS ABOUT VIDEO SERVICE TO ANY OF
3 THE FOLLOWING:

- 4 1. THE LOCAL GOVERNMENT WHERE THE SUBSCRIBER RESIDES.
- 5 2. THE ATTORNEY GENERAL.
- 6 3. THE FEDERAL COMMUNICATIONS COMMISSION.
- 7 4. OTHER AUTHORITIES AS PROVIDED BY LAW.

8 B. A LOCAL GOVERNMENT MAY CHOOSE TO MONITOR AND ASSIST SUBSCRIBERS
9 WITH THE SUBSCRIBER SERVICE STANDARDS PURSUANT TO 47 CODE OF FEDERAL
10 REGULATIONS SECTION 76.309(c) OR TO BE IDENTIFIED ON BILLS TO SUBSCRIBERS
11 AS THE LOCAL FRANCHISE AUTHORITY FOR A SERVICE AREA CONSISTENT WITH RULES
12 OF THE FEDERAL COMMUNICATIONS COMMISSION.

13 ARTICLE 3. DUTIES OF VIDEO SERVICE PROVIDERS

14 9-1431. Video service; revocation for nonuse

15 A. NOT LATER THAN TWENTY-FOUR MONTHS AFTER THE DATE THAT A LOCAL
16 GOVERNMENT ISSUES A UNIFORM VIDEO SERVICE LICENSE PURSUANT TO SECTIONS
17 9-1414 AND 9-1415 OR AN AMENDED UNIFORM VIDEO SERVICE LICENSE PURSUANT TO
18 SECTION 9-1416, THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL
19 OFFER AND PROVIDE VIDEO SERVICE TO AT LEAST ONE SUBSCRIBER WITHIN EACH
20 SERVICE AREA AUTHORIZED BY THE UNIFORM VIDEO SERVICE LICENSE OR AMENDED
21 UNIFORM VIDEO SERVICE LICENSE UNLESS THE HOLDER CANNOT MEET THE
22 REQUIREMENT FOR REASONS BEYOND THE HOLDER'S CONTROL.

23 B. IF A HOLDER FAILS TO COMPLY WITH SUBSECTION A OF THIS SECTION, A
24 LOCAL GOVERNMENT MAY REVOKE THE HOLDER'S UNIFORM VIDEO SERVICE LICENSE FOR
25 AFFECTED SERVICE AREAS.

26 9-1432. Reports; confidentiality; definition

27 A. A VIDEO SERVICE PROVIDER THAT IS NOT AN INCUMBENT CABLE OPERATOR
28 AND THAT HOLDS A UNIFORM VIDEO SERVICE LICENSE WITH A SERVICE AREA WITHIN
29 THE BOUNDARIES OF A LOCAL GOVERNMENT SHALL PREPARE AND SUBMIT TO THE LOCAL
30 GOVERNMENT A SEMIANNUAL REPORT THAT IDENTIFIES THE LOCATIONS WITHIN THE
31 BOUNDARIES THAT ARE ABLE TO RECEIVE VIDEO SERVICE FROM THE VIDEO SERVICE
32 PROVIDER. THIS REPORTING REQUIREMENT APPLIES UNTIL THE VIDEO SERVICE
33 PROVIDER HAS CONSTRUCTED ALL OF THE FACILITIES THE VIDEO SERVICE PROVIDER
34 INTENDS TO CONSTRUCT WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT.

35 B. THE VIDEO SERVICE PROVIDER SHALL FILE THE REPORT WITH THE LOCAL
36 GOVERNMENT NOT LATER THAN TWENTY DAYS AFTER THE LAST DAY OF THE SECOND AND
37 FOURTH CALENDAR QUARTERS OF EACH YEAR.

38 C. INFORMATION CONTAINED IN A REPORT THAT IS SUBMITTED TO A LOCAL
39 GOVERNMENT PURSUANT TO THIS SECTION:

- 40 1. IS CONFIDENTIAL PROPRIETARY INFORMATION OF THE VIDEO SERVICE
41 PROVIDER.
- 42 2. IS NOT A PUBLIC RECORD.
- 43 3. MUST BE MANAGED SO THAT ANY CRITICAL INFRASTRUCTURE INFORMATION
44 CONTAINED IN THE REPORT IS PROTECTED AS PROVIDED BY LAW.

1 4. MAY NOT BE DISCLOSED TO ANY PERSON WHO IS NOT AN OFFICER OR
2 EMPLOYEE OF THE LOCAL GOVERNMENT UNLESS THE VIDEO SERVICE PROVIDER HAS
3 CONSENTED IN WRITING TO THE DISCLOSURE.

4 D. FOR THE PURPOSES OF THIS SECTION, "CRITICAL INFRASTRUCTURE
5 INFORMATION" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-1801.

6 9-1433. Nondiscriminatory manner; compliance with standards
7 and federal law

8 A. A VIDEO SERVICE PROVIDER SHALL ACTIVATE AND OFFER VIDEO SERVICE
9 IN A NONDISCRIMINATORY MANNER WITHIN EACH SERVICE AREA AND MAY NOT DENY
10 ACCESS TO VIDEO SERVICE TO ANY GROUP OF POTENTIAL RESIDENTIAL SUBSCRIBERS
11 WITHIN A PARTICULAR PART OF A SERVICE AREA BECAUSE OF THE INCOME PROFILE
12 OF THE PERSONS WHO RESIDE IN THAT PART OF THE SERVICE AREA.

13 B. IN PROVIDING VIDEO SERVICE, A VIDEO SERVICE PROVIDER SHALL
14 COMPLY WITH ALL OF THE FOLLOWING:

15 1. 47 UNITED STATES CODE SECTION 551.

16 2. ALL ENGINEERING AND SAFETY CODES APPLICABLE TO THE VIDEO SERVICE
17 PROVIDER'S CONSTRUCTION PRACTICES AND INSTALLATION OF EQUIPMENT.

18 3. ANY TECHNICAL STANDARDS GOVERNING THE DESIGN, CONSTRUCTION AND
19 OPERATION OF A VIDEO SERVICE NETWORK REQUIRED BY FEDERAL LAW.

20 4. 47 CODE OF FEDERAL REGULATIONS PART 11, AS ADOPTED AND AS MAY BE
21 AMENDED BY THE FEDERAL COMMUNICATIONS COMMISSION, TO THE EXTENT THOSE
22 PROVISIONS REQUIRE A VIDEO SERVICE PROVIDER TO PARTICIPATE IN THE
23 EMERGENCY ALERT SYSTEM.

24 5. 47 CODE OF FEDERAL REGULATIONS SECTIONS 76.309, 76.1601,
25 76.1602, 76.1603, 76.1604, 76.1618, 76.1619, 76.1620, 76.1621 AND 76.1622,
26 AS ADOPTED AND AS MAY BE AMENDED BY THE FEDERAL COMMUNICATIONS COMMISSION,
27 ON STANDARDS GOVERNING THE QUALITY OF VIDEO SERVICE AND SUBSCRIBER
28 SERVICE. A VIDEO SERVICE PROVIDER MAY NOT BE REQUIRED TO COMPLY WITH ANY
29 SUBSCRIBER SERVICE STANDARDS THAT ARE MORE BURDENSOME THAN THOSE SET FORTH
30 IN THIS PARAGRAPH.

31 ARTICLE 4. LOCAL GOVERNMENTS

32 9-1441. Management of highways; local governments; permits or
33 licenses

34 A. IN MANAGING A HIGHWAY UNDER LOCAL LAWS AS PRESCRIBED IN SECTION
35 9-1411, SUBSECTION C, PARAGRAPH 9, A LOCAL GOVERNMENT MAY MANAGE THE USE
36 OF THE HIGHWAY, INCLUDING ALL OF THE FOLLOWING:

37 1. REQUIRING A VIDEO SERVICE PROVIDER THAT IS CONSTRUCTING,
38 INSTALLING, WORKING WITHIN, MAINTAINING OR REPAIRING FACILITIES IN, ON,
39 UNDER OR OVER ANY HIGHWAY TO OBTAIN A CONSTRUCTION, ENCROACHMENT OR
40 OCCUPANCY PERMIT FOR THE WORK.

41 2. INSPECTING THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR REPAIR
42 WORK PERFORMED ON SUCH FACILITIES.

43 3. LIMITING THE INSTALLATION OF NEW AERIAL FACILITIES.

1 B. IF A VIDEO SERVICE PROVIDER REQUESTS A PERMIT OR INSPECTION, THE
2 LOCAL GOVERNMENT SHALL GRANT OR DENY THE REQUEST WITHIN THE TIME FRAME
3 THAT THE LOCAL GOVERNMENT HAS IN PLACE UNDER SECTION 9-835 OR 11-1605.

4 C. IF EMERGENCY RESPONSE WORK OR REPAIR BECOMES NECESSARY IN, ON,
5 UNDER OR OVER ANY HIGHWAY, A VIDEO SERVICE PROVIDER MAY BEGIN THAT WORK OR
6 REPAIR WITHOUT PRIOR APPROVAL FROM A LOCAL GOVERNMENT IF THE VIDEO SERVICE
7 PROVIDER NOTIFIES THE LOCAL GOVERNMENT AS PROMPTLY AS REASONABLY POSSIBLE
8 AFTER LEARNING THAT THE WORK OR REPAIR IS NECESSARY.

9 9-1442. Fees and charges; emergency alert; damage;
10 undergrounding; wireless facilities; definition

11 A. EXCEPT THE LICENSE FEE ON GROSS REVENUE AUTHORIZED BY SECTION
12 9-1443 AND TRANSACTION PRIVILEGE TAXES AS PROVIDED IN SUBSECTION B OF THIS
13 SECTION, A LOCAL GOVERNMENT MAY NOT LEVY A TAX, RENT, FEE OR CHARGE,
14 HOWEVER DENOMINATED, ON A VIDEO SERVICE PROVIDER FOR THE USE OF THE
15 HIGHWAYS TO PROVIDE VIDEO SERVICE OR LEVY A TAX, FEE OR CHARGE ON THE
16 PRIVILEGE OF ENGAGING IN THE BUSINESS OF PROVIDING VIDEO SERVICE IN THE
17 SERVICE AREA. TAXES, RENTS, FEES AND CHARGES INCLUDE ALL OF THE
18 FOLLOWING:

19 1. ACCESS CHANNEL SUPPORT EXCEPT FOR IN-KIND SERVICES, GOODS OR
20 PAYMENTS AS PROVIDED IN SUBSECTION C OF THIS SECTION.

21 2. RENTAL, APPLICATION, CONSTRUCTION, PERMIT, INSPECTION,
22 INCONVENIENCE AND OTHER FEES AND CHARGES RELATED TO A VIDEO SERVICE
23 PROVIDER'S USE OF THE HIGHWAYS, INCLUDING THE USE AUTHORIZED BY SUBSECTION
24 D OF THIS SECTION EXCEPT THAT A LOCAL GOVERNMENT MAY IMPOSE ON A VIDEO
25 SERVICE PROVIDER SOME OR ALL OF THE FEES AND CHARGES DESCRIBED IN THIS
26 PARAGRAPH. A VIDEO SERVICE PROVIDER SHALL OFFSET THE FEES AND CHARGES
27 IMPOSED PURSUANT TO THIS PARAGRAPH AGAINST THE NEXT LICENSE FEE PAYMENT
28 MADE PURSUANT TO SECTION 9-1443.

29 B. ANY TRANSACTION PRIVILEGE TAXES OTHERWISE AUTHORIZED BY LOCAL
30 LAW TO BE LEVIED ON THE BUSINESS OF PROVIDING VIDEO SERVICE OR IN RELATION
31 TO USE OF THE HIGHWAYS TO PROVIDE VIDEO SERVICE MAY BE LEVIED ON A VIDEO
32 SERVICE PROVIDER IF THE TAXES ARE LEVIED ONLY ON GROSS REVENUE AND THE
33 RATE OF THE TAXES IS SUBJECT TO THIS SUBSECTION. THIS SUBSECTION DOES NOT
34 AUTHORIZE THE IMPOSITION OF TRANSACTION PRIVILEGE TAXES ON INTERSTATE
35 TELECOMMUNICATIONS SERVICE. THE LICENSE FEE AND ANY TRANSACTION PRIVILEGE
36 TAXES LEVIED ON GROSS REVENUE CONSTITUTE A FRANCHISE FEE WITHIN THE
37 MEANING OF THE TERM IN 47 UNITED STATES CODE SECTION 542(g). THE TOTAL OF
38 THE RATES OF THE LICENSE FEE AND OF ANY TRANSACTION PRIVILEGE TAXES ON
39 GROSS REVENUE LEVIED OR ASSESSED BY A LOCAL GOVERNMENT FOR THE PRIVILEGE
40 OF PROVIDING VIDEO SERVICE AND RELATED USE OF THE HIGHWAYS TO PROVIDE
41 VIDEO SERVICE MAY NOT EXCEED A RATE OF FIVE PERCENT.

42 C. SUBSECTION A OF THIS SECTION DOES NOT PROHIBIT A LOCAL
43 GOVERNMENT FROM LEVYING FEES AND CHARGES ON A VIDEO SERVICE PROVIDER OR
44 ITS AFFILIATES PURSUANT TO SECTION 9-584 OR PURSUANT TO CHAPTER 5, ARTICLE

1 8 OF THIS TITLE OR TITLE 11, CHAPTER 13, ARTICLE 1 WITHOUT AN OFFSET
2 AGAINST LICENSE FEES.

3 D. A LOCAL GOVERNMENT MAY NOT REQUIRE A VIDEO SERVICE PROVIDER TO
4 PROVIDE IN-KIND GOODS OR SERVICES, MAKE IN-KIND PAYMENTS, ASSESSMENTS OR
5 OBLIGATIONS OR PAY A FEE IN ADDITION TO THE MONETARY LICENSE FEE LEVIED OR
6 ASSESSED AS PROVIDED IN SECTION 9-1443, EXCEPT FOR ANY OF THE FOLLOWING:

7 1. A LOCAL LAW MAY IMPOSE AND ENFORCE OBLIGATIONS EQUALLY AND
8 UNIFORMLY ON ALL VIDEO SERVICE PROVIDERS THAT ARE OPERATING WITHIN THE
9 BOUNDARIES OF A LOCAL GOVERNMENT AND ON ALL HOLDOVER CABLE OPERATORS THAT
10 HOLD A LOCAL LICENSE THAT REMAINS IN EFFECT UNDER SECTION 9-1414,
11 SUBSECTION A. UNDER THE LOCAL LAW, A LOCAL GOVERNMENT:

12 (a) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS TO PROVIDE CHANNEL
13 CAPACITY FOR THE VIDEO SERVICE PROVIDER TO TRANSMIT PROGRAMMING OVER WHICH
14 THE VIDEO SERVICE PROVIDER EXERCISES NO EDITORIAL CONTROL EXCEPT AS
15 AUTHORIZED BY 47 UNITED STATES CODE SECTION 531(e). THE CHANNEL CAPACITY
16 SHALL BE LIMITED TO ONE OF THE FOLLOWING:

17 (i) NOT MORE THAN TWO CHANNELS OF PUBLIC, EDUCATIONAL OR
18 GOVERNMENTAL ACCESS PROGRAMMING IN THE BASIC SERVICE TIER OF THE VIDEO
19 SERVICE NETWORK AND NOT MORE THAN TWO CHANNELS OF NONCOMMERCIAL
20 GOVERNMENTAL PROGRAMMING, AT LEAST ONE OF WHICH MAY BE PROGRAMMED BY THE
21 FEDERAL GOVERNMENT, IN THE DIGITAL PROGRAMMING TIER OF THE VIDEO SERVICE
22 NETWORK.

23 (ii) NOT MORE THAN TWO LINES OF ACCESS PROGRAMMING WITH EACH LINE
24 OF PROGRAMMING CARRIED ON UP TO TWO STANDARD DEFINITION CHANNELS AND TWO
25 SWITCHED DIGITAL HIGH-DEFINITION CHANNELS.

26 (b) SHALL SPECIFY THE PROGRAMMING AND THE VIDEO SERVICE PROVIDER
27 MAY REQUIRE THAT THE CHANNELS REGULARLY DISPLAY AN UNOBTRUSIVE LOGO OR
28 OTHER SUITABLE IDENTIFIER OF THE VIDEO SERVICE PROVIDER, IF THE LOCAL
29 GOVERNMENT REQUIRES CHANNEL CAPACITY PURSUANT TO SUBDIVISION (a) OF THIS
30 PARAGRAPH.

31 (c) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS TO INCUR COSTS AND
32 EXPENSES TO PROVIDE, MAINTAIN AND OPERATE FACILITIES AND EQUIPMENT OF THE
33 VIDEO SERVICE NETWORK, INCLUDING FACILITIES AND EQUIPMENT FOR SIGNAL
34 CARRIAGE, PROCESSING, REFORMATTING AND INTERCONNECTION FOR ALL OF THE
35 FOLLOWING:

36 (i) TO CONNECT THE VIDEO SERVICE NETWORK OR CABLE SYSTEM, AS IT MAY
37 BE RELOCATED FROM TIME TO TIME, TO TRANSMIT PROGRAMMING TO AND FROM
38 EXISTING LOCATIONS OF PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS
39 FACILITIES AND TO ALLOW MONITORING OF ACCESS PROGRAMMING AT THE
40 FACILITIES.

41 (ii) TO TRANSMIT PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
42 CHANNELS TO SUBSCRIBERS WITH THE SAME PREVAILING QUALITY, FUNCTIONALITY
43 AND IDENTIFICATION AS OTHER CHANNELS.

44 (d) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS AND INCUMBENT CABLE
45 OPERATORS TO PROVIDE AT NO INITIAL OR RECURRING CHARGE THE BASIC SERVICE

1 TIER OF VIDEO SERVICE TO ONE OUTLET AND ONE RECEIVING DEVICE AT EACH
2 BUILDING OCCUPIED BY THE LOCAL GOVERNMENT IF THE BUILDING IS NOT MORE THAN
3 TWO HUNDRED FEET FROM THE NEAREST TECHNICALLY AND COMMERCIALY FEASIBLE
4 POINT OF CONNECTION ON THE VIDEO SERVICE NETWORK.

5 2. A LOCAL GOVERNMENT MAY RETAIN NONRECEIVING EQUIPMENT THAT IT
6 OWNS WITHOUT CHARGE FOR THE EQUIPMENT'S USE AND AT THE LOCAL GOVERNMENT'S
7 EXPENSE, INCLUDING EQUIPMENT PREVIOUSLY PROVIDED BY AN INCUMBENT CABLE
8 OPERATOR.

9 E. A LOCAL LAW MAY NOT IMPOSE ANY OBLIGATION ON A VIDEO SERVICE
10 PROVIDER UNDER SUBSECTION D OF THIS SECTION THAT IS MORE BURDENSOME THAN
11 THE LEAST BURDENSOME REQUIREMENT UNDER ANY LOCAL LICENSE WITH A SERVICE
12 AREA WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT THAT WAS IN EFFECT ON
13 FEBRUARY 1, 2019.

14 F. NONE OF THE ANNUAL FAIR MARKET VALUE OF ANY CHANNEL CAPACITY
15 PROVIDED PURSUANT TO SUBSECTION D, PARAGRAPH 1, SUBDIVISION (a), THE
16 ANNUAL COSTS AND EXPENSES INCURRED PURSUANT TO SUBSECTION D, PARAGRAPH 1,
17 SUBDIVISION (c) AND THE ANNUAL FAIR MARKET VALUE OF BASIC SERVICE AND LINE
18 EXTENSION PROVIDED PURSUANT TO SUBSECTION D, PARAGRAPH 1, SUBDIVISION (d)
19 MAY BE OFFSET AGAINST THE LICENSE FEE LEVIED OR ASSESSED UNDER THIS
20 SECTION.

21 G. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, BY A
22 NONDISCRIMINATORY LOCAL LAW THAT IMPOSES AND ENFORCES THE OBLIGATIONS
23 EQUALLY AND UNIFORMLY ON ALL VIDEO SERVICE PROVIDERS OPERATING WITHIN THE
24 BOUNDARIES OF A LOCAL GOVERNMENT, A LOCAL GOVERNMENT MAY REQUIRE THAT A
25 VIDEO SERVICE PROVIDER BEAR ALL OF THE REASONABLE COSTS THAT ARE
26 ASSOCIATED WITH REPAIR AND RESTORATION OF DAMAGE CAUSED TO PRIVATE
27 PROPERTY OR HIGHWAYS BY THE REPAIR, REPLACEMENT, INSTALLATION,
28 CONSTRUCTION, MAINTENANCE OR OPERATION OF THE VIDEO SERVICE PROVIDER'S
29 FACILITIES IN THE HIGHWAYS AND THAT ARE IMPOSED ON A COMPETITIVELY NEUTRAL
30 AND NONDISCRIMINATORY BASIS IN RELATION TO COSTS BORNE BY
31 TELECOMMUNICATIONS CORPORATIONS UNDER SECTION 9-582, SUBSECTION C.

32 H. ON APPLICATION A LOCAL GOVERNMENT SHALL ISSUE TO A VIDEO SERVICE
33 PROVIDER OR ITS AFFILIATE A PERMIT TO ATTACH ALLOWED WI-FI RADIO EQUIPMENT
34 TO THE VIDEO SERVICE NETWORK IN THE HIGHWAYS WITHIN THE BOUNDARIES OF THE
35 LOCAL GOVERNMENT. THE PERMIT SHALL ALLOW INSTALLATION, OPERATION AND
36 MAINTENANCE OF ALLOWED WI-FI RADIO EQUIPMENT. A LOCAL GOVERNMENT MAY
37 REQUIRE THAT ALL OF THE ALLOWED WI-FI RADIO EQUIPMENT AT A SINGLE LOCATION
38 FIT WITHIN A FIFTEEN-INCH CUBE AND BE CONTAINED ENTIRELY WITHIN A
39 GROUND-MOUNTED PEDESTAL OR BE CONNECTED DIRECTLY TO AND MOUNTED AT THE
40 SAME HEIGHT AS ONE OF THE VIDEO SERVICE PROVIDER'S AERIAL HORIZONTAL
41 CONDUCTORS. THIS SUBSECTION DOES NOT DO ANY OF THE FOLLOWING:

42 1. PROHIBIT A LOCAL GOVERNMENT FROM REQUIRING A VIDEO SERVICE
43 PROVIDER TO PLACE UNDERGROUND AERIAL FACILITIES TO WHICH ALLOWED WI-FI
44 EQUIPMENT IS ATTACHED.

1 2. PROHIBIT THE IMPOSITION OF A TAX, RENT, FEE OR CHARGE ON REVENUE
2 FROM SERVICES PROVIDED THROUGH ALLOWED WI-FI RADIO EQUIPMENT.

3 3. AFFECT THE AUTHORITY OF A LOCAL GOVERNMENT TO MANAGE THE
4 HIGHWAYS WITHIN ITS BOUNDARIES OR TO EXERCISE ITS POLICE POWERS, INCLUDING
5 REVIEW AND APPROVAL OF AN APPLICATION BEFORE ISSUING A PERMIT.

6 4. AFFECT ANY AUTHORITY OF A POLITICAL SUBDIVISION, INCLUDING AN
7 AGRICULTURAL IMPROVEMENT DISTRICT OR ANY OTHER SPECIAL TAXING DISTRICT,
8 THE LOCAL GOVERNMENT OR ANY OTHER PERSON CONTROLLING UTILITY POLES IN THE
9 HIGHWAYS TO DENY, LIMIT, RESTRICT OR DETERMINE THE TERMS AND CONDITIONS
10 FOR THE USE OF OR ATTACHMENT TO THE UTILITY POLES OR ATTACHMENTS TO OTHER
11 POLES OF THE POLITICAL SUBDIVISION, LOCAL GOVERNMENT OR OTHER PERSON BY A
12 VIDEO SERVICE PROVIDER.

13 I. THIS SECTION DOES NOT PROHIBIT A VIDEO SERVICE PROVIDER FROM
14 AGREEING WITH A LOCAL GOVERNMENT TO PROVIDE IN-KIND SERVICES OR GOODS OR
15 MAKE IN-KIND PAYMENTS IN THE SERVICE AREA THAT ARE OTHERWISE PROHIBITED BY
16 THIS SECTION IF THE AGREEMENT WITH THE LOCAL GOVERNMENT IS NOT ENTERED
17 INTO AS A CONDITION OF OPERATING IN THE SERVICE AREA UNDER A UNIFORM VIDEO
18 SERVICE LICENSE ISSUED PURSUANT TO THIS CHAPTER. THE AGREEMENT MAY
19 AUTHORIZE THE VIDEO SERVICE PROVIDER TO RETAIN LICENSE FEES AND TAXES
20 COLLECTED FROM ITS SUBSCRIBERS IN THE AMOUNT OF ANY OFFSET TO LICENSE FEES
21 SPECIFIED IN THE AGREEMENT.

22 J. FOR THE PURPOSES OF THIS SECTION, "ALLOWED WI-FI RADIO
23 EQUIPMENT" MEANS RADIO EQUIPMENT THAT USES ONLY UNLICENSED RADIO SPECTRUM
24 AND THAT ENABLES WIRELESS COMMUNICATION WITH A COMMUNICATIONS NETWORK FOR
25 UNLICENSED SERVICES SUCH AS WI-FI SERVICE.

26 9-1443. License fee; requirements, conditions and
27 limitations; pass through to subscribers

28 A. FOR THE PRIVILEGE OF A VIDEO SERVICE PROVIDER TO OCCUPY OR USE,
29 IN WHOLE OR IN PART, ANY HIGHWAY WITHIN THE BOUNDARIES OF A LOCAL
30 GOVERNMENT TO PROVIDE VIDEO SERVICE THROUGH A VIDEO SERVICE NETWORK, THE
31 LOCAL GOVERNMENT MAY REQUIRE A VIDEO SERVICE PROVIDER TO PAY A LICENSE FEE
32 TO THE LOCAL GOVERNMENT BASED ON THE GROSS REVENUE THAT THE VIDEO SERVICE
33 PROVIDER RECEIVES FROM ITS SUBSCRIBERS LOCATED WITHIN THE BOUNDARIES OF
34 THE LOCAL GOVERNMENT. THE LICENSE FEE BOTH:

35 1. IS SUBJECT TO THE LIMIT PRESCRIBED IN SECTION 9-1442, SUBSECTION
36 B AND TO OFFSET, INCLUDING AMOUNTS COLLECTED FROM SUBSCRIBERS, AS
37 PRESCRIBED BY SECTION 9-1442, SUBSECTIONS A AND I AND SUBSECTION D OF THIS
38 SECTION.

39 2. SHALL BE DUE NO MORE OFTEN THAN QUARTERLY.

40 B. IF THE LOCAL GOVERNMENT REQUIRES A LICENSE FEE PURSUANT TO
41 SUBSECTION A OF THIS SECTION, THE LOCAL GOVERNMENT SHALL ADOPT A LOCAL LAW
42 THAT IMPOSES THE LICENSE FEE EQUALLY AND UNIFORMLY ON ALL OF THE FOLLOWING
43 THAT ARE OPERATING WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT:

- 44 1. VIDEO SERVICE PROVIDERS.
- 45 2. HOLDOVER CABLE OPERATORS.

1 C. A VIDEO SERVICE PROVIDER SHALL PAY THE ENTIRE AMOUNT OF THE
2 LICENSE FEE DIRECTLY TO THE LOCAL GOVERNMENT IN A CHECK, DRAFT OR NOTE OR
3 AUTOMATED CLEARING HOUSE TRANSACTION THAT IS PAYABLE IN LEGAL TENDER AS
4 DEFINED IN SECTION 43-1021.

5 D. A VIDEO SERVICE PROVIDER MAY DO ALL OF THE FOLLOWING:

6 1. PASS THE LICENSE FEE THROUGH TO AND COLLECT THE LICENSE FEE FROM
7 ITS SUBSCRIBERS WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT, INCLUDING
8 FOR AN INCUMBENT CABLE OPERATOR ANY CHANGE IN LICENSE FEES THAT RESULTS
9 FROM A CHANGE IN THE APPLICABLE DEFINITION OF GROSS REVENUE.

10 2. DESIGNATE THE AMOUNT OF THE LICENSE FEE COLLECTED FROM EACH
11 SUBSCRIBER AS A SEPARATE LINE ITEM ON THE SUBSCRIBER'S BILL.

12 9-1444. Ownership of a video service network

13 A. A CITY OR TOWN MAY NOT ACQUIRE AN OWNERSHIP INTEREST IN A VIDEO
14 SERVICE NETWORK UNLESS THE OWNERSHIP INTEREST IS ACQUIRED AT NOT LESS THAN
15 FAIR MARKET VALUE.

16 B. EXCEPT FOR THE PURPOSES OF ACTING AS AN INTERMEDIARY IN A
17 TRANSFER OF A UNIFORM VIDEO SERVICE LICENSE, A COUNTY MAY NOT OWN A VIDEO
18 SERVICE NETWORK.

19 9-1445. Review and audit; bundling discounts; action to
20 recover underpayment or overpayment

21 A. NOT MORE THAN ONCE EVERY THREE YEARS, A LOCAL GOVERNMENT MAY ON
22 REASONABLE WRITTEN NOTICE AUDIT THE BUSINESS BOOKS AND RECORDS OF A VIDEO
23 SERVICE PROVIDER TO THE EXTENT NECESSARY TO ENSURE PAYMENT OF LICENSE FEES
24 PURSUANT TO THIS CHAPTER. THE LOCAL GOVERNMENT MAY NOT AUDIT ANY PERIOD
25 THAT ENDS MORE THAN THREE YEARS BEFORE THE DATE THAT THE NOTICE OF AUDIT
26 IS RECEIVED. ANY AUDITS OF A PERIOD OF TIME BEFORE ISSUANCE OF A UNIFORM
27 VIDEO SERVICE LICENSE SHALL BE CONDUCTED PURSUANT TO THE LOCAL LAWS IN
28 EFFECT DURING THE PERIOD OF TIME.

29 B. EXCEPT AS OTHERWISE PROVIDED BY FEDERAL LAW, IF A VIDEO SERVICE
30 PROVIDER OFFERS VIDEO SERVICE BUNDLED WITH OTHER SERVICES THAT ARE NOT
31 VIDEO SERVICE FOR A SINGLE DISCOUNTED PRICE, ALL OF THE FOLLOWING APPLY:

32 1. THE METHOD THAT THE VIDEO SERVICE PROVIDER USES TO DETERMINE
33 GROSS REVENUE SUBJECT TO LICENSE FEES BY ALLOCATING THE SINGLE DISCOUNTED
34 PRICE AMONG THE BUNDLE OF VIDEO SERVICE AND NONVIDEO SERVICES SHALL BE
35 REASONABLE AND SUPPORTED BY THE VIDEO SERVICE PROVIDER'S BOOKS AND
36 RECORDS.

37 2. THE LOCAL GOVERNMENT SHALL ACCEPT AS REASONABLE, FOR PURPOSES OF
38 MEETING THE VIDEO SERVICE PROVIDER'S BURDEN OF PROOF, AN ALLOCATION BASED
39 ON AN OBJECTIVE AND VERIFIABLE METHOD USING THE BOOKS AND RECORDS THAT THE
40 VIDEO SERVICE PROVIDER KEPT IN THE REGULAR COURSE OF BUSINESS FOR OTHER
41 PURPOSES, INCLUDING NONTAX PURPOSES.

42 3. A VIDEO SERVICE PROVIDER MAY NOT USE BUNDLED OFFERINGS AS A
43 MEANS TO EVADE PAYING LICENSE FEES.

44 C. THE LOCAL GOVERNMENT AND THE VIDEO SERVICE PROVIDER SHALL EACH
45 PAY ITS OWN COSTS AND FEES RELATING TO EACH AUDIT PERFORMED PURSUANT TO

1 SUBSECTION A OF THIS SECTION. IF THE SUM DETERMINED TO BE UNDERPAID
2 EXCEEDS FIVE PERCENT OF THE TOTAL FEES THAT THE AUDIT DETERMINES SHOULD
3 HAVE BEEN PAID FOR THE PERIOD, THE VIDEO SERVICE PROVIDER SHALL PAY THE
4 LOCAL GOVERNMENT'S REASONABLE COSTS OF THE AUDIT.

5 D. THE RATE OF INTEREST FOR BOTH UNDERPAYMENTS AND OVERPAYMENTS IS
6 THE FEDERAL SHORT-TERM RATE DETERMINED PURSUANT TO 26 UNITED STATES CODE
7 SECTION 6621(b), PLUS THREE PERCENTAGE POINTS.

8 E. A PERSON THAT PERFORMS A REVIEW AND AUDIT UNDER SUBSECTION A OF
9 THIS SECTION MAY NOT RECEIVE COMPENSATION THAT IS BASED, IN WHOLE OR IN
10 PART, ON EITHER OF THE FOLLOWING:

- 11 1. FINDING A PARTICULAR RESULT.
- 12 2. THE AMOUNT OF ANY UNDERPAYMENT OR OVERPAYMENT OF THE LICENSE FEE
13 THAT IS IDENTIFIED BECAUSE OF THE REVIEW AND AUDIT.

14 F. A COMPLAINT BY A LOCAL GOVERNMENT FOR UNDERPAYMENT OF A LICENSE
15 FEE FROM A VIDEO SERVICE PROVIDER OR BY A VIDEO SERVICE PROVIDER FOR
16 OVERPAYMENT OF A LICENSE FEE TO A LOCAL GOVERNMENT SHALL BE MADE PURSUANT
17 TO ARTICLE 5 OF THIS CHAPTER.

18 G. A COMPLAINT FOR A VIOLATION OF THE LICENSE FEE OBLIGATIONS UNDER
19 THIS CHAPTER MAY NOT BE MADE UNLESS A WRITTEN DEMAND BY A LOCAL GOVERNMENT
20 FOR PAYMENT OF THE LICENSE FEES OR A WRITTEN DEMAND BY A VIDEO SERVICE
21 PROVIDER FOR REFUND OF LICENSE FEES IS MADE WITHIN FOUR MONTHS AFTER THE
22 LOCAL GOVERNMENT OR VIDEO SERVICE PROVIDER REALIZES IT HAS BEEN DAMAGED OR
23 KNOWS OR REASONABLY SHOULD KNOW OF THE DAMAGE CAUSED BY THE ALLEGED
24 VIOLATION.

25 H. A COMPLAINT MUST BE FILED PURSUANT TO ARTICLE 5 OF THIS CHAPTER
26 WITHIN TWO YEARS AFTER THE WRITTEN DEMAND IS MADE PURSUANT TO THIS
27 SUBSECTION BUT NOT SOONER THAN FOUR MONTHS AFTER THE WRITTEN DEMAND.

28 ARTICLE 5. ENFORCEMENT

29 9-1451. Enforcement; office of administrative hearings; fees;
30 fund

31 A. A LOCAL GOVERNMENT MAY FILE A WRITTEN COMPLAINT AGAINST A VIDEO
32 SERVICE PROVIDER AND A VIDEO SERVICE PROVIDER MAY FILE A WRITTEN COMPLAINT
33 AGAINST A LOCAL GOVERNMENT ALLEGING A VIOLATION OF THIS CHAPTER OR THE
34 UNIFORM VIDEO SERVICE LICENSE AGREEMENT. UNLESS OTHERWISE PROVIDED IN
35 SECTION 9-1445, SUBSECTIONS F, G AND H OR THIS SECTION:

- 36 1. ALL COMPLAINTS MUST BE FILED WITH THE OFFICE OF ADMINISTRATIVE
37 HEARINGS.
- 38 2. THE COMPLAINANT MUST SERVE A COPY OF THE COMPLAINT ON THE PARTY
39 THAT IS THE SUBJECT OF THE COMPLAINT BY PERSONAL DELIVERY OR CERTIFIED
40 MAIL, RETURN RECEIPT REQUESTED, OR BY ANY OTHER METHOD REASONABLY
41 CALCULATED TO EFFECT ACTUAL NOTICE TO THE LOCAL GOVERNMENT'S LAST ADDRESS
42 OF RECORD FOR THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT.
- 43 3. THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT MAY FILE A
44 RESPONSE TO THE COMPLAINT WITH THE OFFICE OF ADMINISTRATIVE HEARINGS
45 WITHIN TWENTY DAYS AFTER SERVICE PURSUANT TO PARAGRAPH 2 OF THIS

1 SUBSECTION. RESPONSES SHALL BE SERVED PURSUANT TO PARAGRAPH 2 OF THIS
2 SUBSECTION.

3 B. BEFORE FILING A COMPLAINT PURSUANT TO THIS SECTION ALL OF THE
4 FOLLOWING APPLY:

5 1. THE COMPLAINANT MUST PROVIDE NOTICE OF THE ALLEGED VIOLATION OF
6 THIS CHAPTER TO THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT.

7 2. THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT MUST HAVE A
8 PERIOD OF NOT LESS THAN TWENTY DAYS AFTER THE DATE IT RECEIVES THE NOTICE
9 TO RESOLVE THE ALLEGED VIOLATION.

10 C. A HEARING BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL BE
11 HELD IF A COMPLAINT THAT COMPLIES WITH THIS SECTION IS FILED WITH THE
12 OFFICE OF ADMINISTRATIVE HEARINGS. UNLESS OTHER DEADLINES ARE ESTABLISHED
13 FOR A PARTICULAR COMPLAINT, ALL OF THE FOLLOWING APPLY:

14 1. THE HEARING SHALL BE HELD WITHIN TWO MONTHS AFTER THE DATE THAT
15 THE COMPLAINT IS FILED AND SERVICE IS COMPLETED PURSUANT TO SUBSECTION A
16 OF THIS SECTION.

17 2. THE DATE SCHEDULED FOR THE HEARING MAY BE ADVANCED OR DELAYED ON
18 THE AGREEMENT OF THE PARTIES OR ON A SHOWING OF GOOD CAUSE.

19 D. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL PREPARE AND SERVE A
20 NOTICE OF HEARING ON ALL PARTIES AT LEAST ONE MONTH BEFORE THE HEARING
21 THAT STATES THE TIME AND PLACE OF THE HEARING.

22 E. A PREHEARING CONFERENCE MAY BE HELD PURSUANT TO SECTION
23 41-1092.05.

24 F. UNLESS IT CONFLICTS WITH THE REQUIREMENTS OF THIS SECTION, THE
25 HEARING SHALL BE CONDUCTED PURSUANT TO SECTION 41-1092.07.

26 G. THE COMPLAINANT HAS THE BURDEN OF PERSUASION AT A HEARING UNDER
27 THIS SECTION.

28 H. THE DECISION OF THE ADMINISTRATIVE LAW JUDGE IS THE FINAL
29 ADMINISTRATIVE DECISION WITH RESPECT TO THE COMPLAINT. THE OFFICE OF
30 ADMINISTRATIVE HEARINGS SHALL SERVE A COPY OF THE ADMINISTRATIVE LAW
31 JUDGE'S DECISION ON ALL PARTIES. THE FINAL ADMINISTRATIVE DECISION MAY BE
32 APPEALED TO THE SUPERIOR COURT PURSUANT TO TITLE 12, CHAPTER 7, ARTICLE 6.
33 NOTWITHSTANDING SECTION 12-910, THE SUPERIOR COURT PROCEEDING SHALL BE A
34 TRIAL DE NOVO.

35 I. A PARTY MAY MOVE FOR REHEARING PURSUANT TO SECTION 41-1092.09
36 AND THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL RULE ON THE MOTION. MOVING
37 FOR REHEARING OR REVIEW IS NOT NECESSARY FOR THE PARTY TO SEEK JUDICIAL
38 REVIEW OF THE DECISION OF THE ADMINISTRATIVE LAW JUDGE UNDER SUBSECTION H
39 OF THIS SECTION.

40 J. SERVICE IS COMPLETE ON PERSONAL SERVICE OR FIVE DAYS AFTER THE
41 DATE THAT THE OFFICE OF ADMINISTRATIVE HEARINGS MAILES THE FINAL
42 ADMINISTRATIVE DECISION TO EACH PARTY'S LAST KNOWN ADDRESS OF RECORD WITH
43 THE LOCAL GOVERNMENT.

44 K. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ADOPT RULES PURSUANT
45 TO TITLE 41, CHAPTER 6 TO ADMINISTER HEARINGS UNDER THIS CHAPTER.

1 L. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ESTABLISH,
2 ADMINISTER AND COLLECT FEES IN AN AMOUNT TO BE DETERMINED BY THE DIRECTOR
3 OF THE OFFICE OF ADMINISTRATIVE HEARINGS. THE DIRECTOR SHALL DEPOSIT,
4 PURSUANT TO SECTIONS 35-146 AND 35-147, ALL MONIES IN THE VIDEO SERVICE
5 PROVIDER COMPLAINT FUND ESTABLISHED BY SUBSECTION M OF THIS SECTION.

6 M. THE VIDEO SERVICE PROVIDER COMPLAINT FUND IS ESTABLISHED
7 CONSISTING OF MONIES COLLECTED PURSUANT TO SUBSECTION L OF THIS SECTION.
8 THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ADMINISTER THE FUND. MONIES
9 IN THE FUND ARE CONTINUOUSLY APPROPRIATED. THE OFFICE OF ADMINISTRATIVE
10 HEARINGS SHALL USE THE MONIES IN THE FUND FOR THE PURPOSE OF ADMINISTERING
11 THE DUTIES SPECIFIED IN THIS ARTICLE.

12 9-1452. Statute of limitations; costs and attorney fees;
13 federal subscriber service requirements

14 A. EXCEPT AS PROVIDED IN SECTION 9-1445, SUBSECTIONS F, G AND H, A
15 COMPLAINT UNDER THIS ARTICLE MUST BE FILED WITHIN TWO YEARS AFTER THE
16 COMPLAINANT REALIZES IT HAS BEEN DAMAGED AND KNOWS OR REASONABLY SHOULD
17 KNOW THE CAUSE, SOURCE, ACT, EVENT, INSTRUMENTALITY OR CONDITION THAT
18 CAUSED OR CONTRIBUTED TO THE ALLEGED VIOLATION.

19 B. EACH PARTY TO A DISPUTE UNDER THIS CHAPTER SHALL BEAR ITS OWN
20 ATTORNEY FEES AND COSTS.

21 C. THIS ARTICLE DOES NOT APPLY TO CLAIMS THAT A VIDEO SERVICE
22 PROVIDER HAS FAILED TO MEET SUBSCRIBER SERVICE STANDARDS PRESCRIBED BY
23 SECTION 9-1433, SUBSECTION B, PARAGRAPH 5 OR HAS VIOLATED TITLE 44,
24 CHAPTER 10, ARTICLE 7. CLAIMS OF VIOLATIONS OF FEDERAL SUBSCRIBER SERVICE
25 STANDARDS SHALL BE MADE PURSUANT TO THE PROCEDURE ESTABLISHED UNDER
26 FEDERAL LAW.

27 Sec. 2. Section 41-1092.01, Arizona Revised Statutes, is amended to
28 read:

29 41-1092.01. Office of administrative hearings; director;
30 powers and duties; fund

31 A. An office of administrative hearings is established.

32 B. The governor shall appoint the director pursuant to section
33 38-211. At a minimum, the director shall have the experience necessary for
34 appointment as an administrative law judge. The director also shall
35 possess supervisory, management and administrative skills, as well as
36 knowledge and experience relating to administrative law.

37 C. The director shall:

38 1. Serve as the chief administrative law judge of the office.

39 2. Make and execute the contracts and other instruments that are
40 necessary to perform the director's duties.

41 3. Subject to chapter 4, article 4 of this title, hire employees,
42 including full-time administrative law judges, and contract for special
43 services, including temporary administrative law judges, that are
44 necessary to carry out this article. An administrative law judge employed
45 or contracted by the office shall have graduated from an accredited

1 college of law or shall have at least two years of administrative or
2 managerial experience in the subject matter or agency section the
3 administrative law judge is assigned to in the office.

4 4. Make rules that are necessary to carry out this article,
5 including rules governing ex parte communications in contested cases.

6 5. Submit a report to the governor, speaker of the house of
7 representatives and president of the senate by November 1 of each year
8 describing the activities and accomplishments of the office. The
9 director's annual report shall include a summary of the extent and effect
10 of agencies' utilization of administrative law judges, court reporters and
11 other personnel in proceedings under this article and recommendations for
12 changes or improvements in the administrative procedure act or any
13 agency's practice or policy with respect to the administrative procedure
14 act.

15 6. Secure, compile and maintain all decisions, opinions or reports
16 of administrative law judges issued pursuant to this article and the
17 reference materials and supporting information that may be appropriate.

18 7. Develop, implement and maintain a program for the continuing
19 training and education of administrative law judges and agencies in regard
20 to their responsibilities under this article. The program shall require
21 that an administrative law judge receive training in the technical and
22 subject matter areas of the sections to which the administrative law judge
23 is assigned.

24 8. Develop, implement and maintain a program of evaluation to aid
25 the director in the evaluation of administrative law judges appointed
26 pursuant to this article that includes comments received from the public.

27 9. Annually report the following to the governor, the president of
28 the senate and the speaker of the house of representatives by December 1
29 for the prior fiscal year:

30 (a) The number of administrative law judge decisions rejected or
31 modified by agency heads.

32 (b) By category, the number and disposition of motions filed
33 pursuant to section 41-1092.07, subsection A to disqualify office
34 administrative law judges for bias, prejudice, personal interest or lack
35 of expertise.

36 (c) By agency, the number and type of violations of section
37 41-1009.

38 10. Schedule hearings pursuant to section 41-1092.05 upon the
39 request of an agency or the filing of a notice of appeal pursuant to
40 section 41-1092.03.

41 D. The director shall not require legal representation to appear
42 before an administrative law judge.

43 E. Except as provided in subsection F of this section, all state
44 agencies supported by state general fund sources, unless exempted by this
45 article, and the registrar of contractors shall use the services and

1 personnel of the office to conduct administrative hearings. All other
2 agencies shall contract for services and personnel of the office to
3 conduct administrative hearings.

4 F. An agency head, board or commission that directly conducts an
5 administrative hearing as an administrative law judge is not required to
6 use the services and personnel of the office for that hearing.

7 G. Each state agency, and each political subdivision contracting
8 for office services pursuant to subsection I of this section, shall make
9 its facilities available, as necessary, for use by the office in
10 conducting proceedings pursuant to this article.

11 H. The office shall employ full-time administrative law judges to
12 conduct hearings required by this article or other laws as follows:

13 1. The director shall assign administrative law judges from the
14 office to an agency, on either a temporary or a permanent basis, at
15 supervisory or other levels, to preside over contested cases and
16 appealable agency actions in accordance with the special expertise of the
17 administrative law judge in the subject matter of the agency.

18 2. The director shall establish the subject matter and agency
19 sections within the office that are necessary to carry out this
20 article. Each subject matter and agency section shall provide training in
21 the technical and subject matter areas of the section as prescribed in
22 subsection C, paragraph 7 of this section.

23 I. If the office cannot furnish an office administrative law judge
24 promptly in response to an agency request, the director may contract with
25 qualified individuals to serve as temporary administrative law
26 judges. These temporary administrative law judges are not employees of
27 this state.

28 J. The office may provide administrative law judges on a contract
29 basis to any governmental entity to conduct any hearing not covered by
30 this article. The director may enter into contracts with political
31 subdivisions of this state, and these political subdivisions may contract
32 with the director for the purpose of providing administrative law judges
33 and reporters for administrative proceedings or informal dispute
34 resolution. The contract may define the scope of the administrative law
35 judge's duties. Those duties may include the preparation of findings,
36 conclusions, decisions or recommended decisions or a recommendation for
37 action by the political subdivision. For these services, the director
38 shall request payment for services directly from the political subdivision
39 for which the services are performed, and the director may accept payment
40 on either an advance or reimbursable basis.

41 K. The office shall apply monies received pursuant to subsections E
42 and J of this section to offset its actual costs for providing personnel
43 and services.

1 L. THE OFFICE SHALL RECEIVE COMPLAINTS AGAINST A LOCAL GOVERNMENT
2 OR VIDEO SERVICE PROVIDER AS DEFINED IN SECTION 9-1401 AND SHALL COMPLY
3 WITH THE DUTIES IMPOSED ON THE OFFICE PURSUANT TO TITLE 9, CHAPTER 13.

4 Sec. 3. Legislative findings

5 Pursuant to section 41-1107, Arizona Revised Statutes, the
6 legislature has determined that it is reasonable and necessary to promote
7 a matter of statewide concern by regulating the licensure and provision of
8 video service to promote all of the following:

9 1. Provision of competitive video, telecommunications and
10 information service throughout this state.

11 2. More uniform regulation of competitive video service throughout
12 this state.

13 3. Streamlined licensing by local governments and more uniform
14 terms and conditions for video service providers that use highways to
15 provide video and other services over video service networks.

16 4. Continued management of local governments' use of their highways
17 with reasonable burdens on construction and maintenance across boundaries
18 between local governments for video service providers to use highways.

19 5. Continued levying of license fees by local governments on
20 subscriber service revenues derived from operating video service networks
21 to provide video service.

22 6. Support for federal subscriber service standards.

APPROVED BY THE GOVERNOR MAY 16, 2018.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 16, 2018.