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**AGENDA  
TOWN OF CAMP VERDE  
COUNCIL HEARS PLANNING AND ZONING MATTERS AND SPECIAL SESSION  
MAYOR AND COUNCIL  
473 S MAIN STREET, SUITE 106  
WEDNESDAY, APRIL 25, 2018 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.** Councilor Jackie Baker, Councilor Buck Buchanan, Councilor Dee Jenkins, Councilor Brad Gordon, Councilor Robin Whatley, Vice Mayor Jessie Murdock, 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:**

- 1) Work Session – April 11, 2018
- 2) Special Budget Session – April 13, 2018

**b) Set Next Meeting, Date and Time:**

- 1) Wednesday, May 2, 2018 at 6:30 p.m. - Regular Session
- 2) Friday, May 4, 2018 at 8:00 a.m. – Budget – Council review with Town Manager & Finance Director
- 3) Wednesday, May 9, 2018 at 5:30 p.m. – Work Session
- 4) Wednesday, May 16, 2018 at 6:30 p.m. – Regular Session
- 5) Wednesday, May 23, 2018 at 6:30 p.m. – Council Hears P&Z Matters

**c) Approval authorizing extension of High View LLC Mining Conditional Use Permit until May 3, 2019.**

**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

Page  
5

11

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))

- Page 17
- 7. Business - Council Hears P&Z Matters.** Legal action can be taken.
- 7.1. Ordinance 2018-A433, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for a Zoning Map Change from C2 (Commercial: General Sales & Service) to M1 (Industrial: General) for an Automobile Storage Yard. The approximately 1.08 acres is located just north of the intersection of Industrial Drive and Davidson Drive, Parcel No. 403-22-041B, in Camp Verde, Yavapai County. [Staff Resource: Carmen Howard]**
- 8. Special Session.** Legal action can be taken.
- n/a
- 8.1. Possible discussion in Executive Session, for direction whether to consider the purchase of approximately 3.7 acres of land located at 243 North Black Bridge Road, which includes parcels 404-20-025 and 404-20-051A.**
- 8.1.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03 (A) (7)** for discussion or consultation with the designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real properties located at 243 N Black Bridge Rd., Camp Verde, AZ 86322, including parcels 404-20-025 and 404-20-051A.
- 8.1.2. Reconvene Open Session.**
- 41
- 8.2. Discussion, negotiation and possible action on the Town Manager's employment contract.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item as covered under A.R.S. 38-431.03 (A)(1).
- 8.2.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1).** Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.
- 8.2.2. Reconvene Open Session.**
- 9. Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)**
- 10. 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.

**11. 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.

**12. 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 928-554-0023

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.

- Bashas's Community Board
- Town Hall
- Website

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**DRAFT MINUTES**  
**TOWN OF CAMP VERDE**  
**WORK SESSION**  
**MAYOR AND COUNCIL**  
**473 S MAIN STREET, SUITE 106**  
**WEDNESDAY, APRIL 11, 2018 at 5:30 P.M.**

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

**1. Call to Order**

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

**2. Roll Call**

Mayor Charles German, Councilor Robin Whatley, Councilor Dee Jenkins, Councilor Brad Gordon, Councilor Jackie Baker and Councilor Buck Buchanan were present. Vice Mayor Jessie Murdock was absent.

**Also Present**

Town Manager Russ Martin, Public Works Director Ron Long, Town Clerk Judy Morgan, and Recording Secretary Jennifer Reed.

**3. Pledge of Allegiance**

Mayor German led the Pledge.

Town Manager Russ Martin introduced Hugo Meixueiro from MerIT who is working on the transition of the new phone system at Town Hall.

**4. Work Session.** No legal action will be taken.

**4.1. Discussion on potential uses of the property, including but not limited to a park, transportation/street realignment options, if acquired, at 24 W Finnie Flat Rd/250 S. Main Street, Camp Verde, AZ 86322 (Parcels 404-28-007A and B; location of the former Circle K Store [Staff Resource: Russ Martin]**

Town Manager Russ Martin showed the Letter of Intent the Mayor has signed showing the Town's interest in purchasing this property. The two brothers who own the property are in general agreement with the Town's intent. The Town will have to look into the cost of removing the building and the liabilities of the underground structures. There will be a lot more information in a week that will be incorporated into a purchase agreement. The Letter of Intent says they will close (on the sale of real property) in the next 60 days.

Mr. Martin stated this meeting is to discuss ideas of what the Town would want to do with the property. This meeting will send a signal to the public to let them know that reserve funds will be used. The Revenue Report is showing they are about three hundred thousand ahead in revenues, from their projected number this fiscal year. Mr. Martin stated several times that a roundabout is not planned for this property as it wouldn't work for this location.

Public Works Director Ron Long passed out an aerial picture showing the property with proposals for new roadway and driveway locations.

Mr. Long suggested placing a signal at the main intersection, leaving the slip ramp but narrowing it down to one car lane for right-turn traffic and adding a sidewalk for pedestrian and bicycle traffic down to the library.

Mayor German stated a slip ramp is a definite plus for emergency medical services (EMS) because a right turn lane at the light would slow that flow down. Mr. Long stated they would have to change the grade, which would also give the car wash a better flow pattern. Mr. Martin stated that by bringing the roadway level up a retaining wall would no longer be necessary.

Councilor Gordon suggested by bringing everyone up to the light they could see there is a town on Main St.

Council talked about pedestrian/traffic flow and street lighting.

Mr. Long stated the irrigation ditch would stay in the same place, but additional drainage would be necessary.

Councilors talked about the "open spaces" that could possibly be used as additional parking. They also talked about adding a kiosk to give visitors additional information about the area. A fountain could be placed in the open space.

Councilors are encouraged to talk to the public about ideas of what to do with this space.

Mayor German suggested asking the surrounding businesses about what the town could do to help them.

The Council agreed that this proposed map looks like a good start, and they like what was presented as a starting point.

**5. Adjournment**

Mayor adjourned the meeting at 6:07 p.m.

\_\_\_\_\_  
Mayor Charles German

\_\_\_\_\_  
Attest: Town Clerk Judy Morgan

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Work Session of the Town Council of Camp Verde, Arizona, held on April 11, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Judy Morgan, Town Clerk



*Support your local merchants*  
**DRAFT MINUTES**  
**TOWN OF CAMP VERDE**  
**SPECIAL SESSION – BUDGET**  
**(COUNCIL BUDGET PRESENTATIONS DAY 1)**  
**MAYOR AND COUNCIL**  
**473 S MAIN STREET, SUITE 106**  
**FRIDAY, APRIL 13, 2018 at 8:00 AM**

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

**1. Call to Order.**

Mayor German called the meeting to order at 8:00 a.m.

**2. Roll Call.**

Mayor Charles German, Vice Mayor Jessie Murdock, Council Members Jackie Baker, Dee Jenkins, Brad Gordon, Buck Buchanan and Robin Whatley were present.

**Also Present:** Town Manager Russ Martin, Town Clerk Judy Morgan, Finance Director Mike Showers, Library Director Kathy Hellman, Economic Development Director Steve Ayres, Human Resources Barbara Bridge, Acting Marshal Brian Armstrong, Magistrate Judge Paul Schlegel, Court Supervisor Veronica Pineda, and Recording Secretary Lynn Riordan.

**3. Pledge of Allegiance.**

Led by Mayor German.

**4. Special Session for FY2018-19 Budget Deliberation – Day 1 of Council Budget Presentations.** Legal action can be taken. Council deliberation and possible action to modify Preliminary Budget content.

**4.1. Discussion between Council and Staff regarding Departmental Budget Presentations for Fiscal Year 2019 Budget.** [Staff Resource: Michael Showers]

Finance Director Michael Showers presented the Mayor and Council with a handout that included General Revenues and General Fund, and overview of the 2016-17 Actual Budget, 2017-18 Actual to Date, 2018-19 Department requests and 2018-19 Manager's recommendations. Town Manager Russ Martin advised that revenues and the economy is currently strong, however, it is critical to continue maintaining balance with reserves, capital, revenues and projections.

Library: Library Director Kathy Hellman addressed the Mayor and Common Council advising the Library has approximately 38 volunteers that provide approximately 7500 labor hours each year (hand-out provided). Ms. Hellman advised she is not opposed to the Manager's recommendations, except for her request for an additional part-time employee which is needed to coordinate the volunteer schedules and departments.

Mayor German announced that the volunteer luncheon will be held on Sunday, April 15, 2018.

Economic Development: Economic Development Director Steve Ayres addressed the Mayor and Common Council advising he concurred with the Manager's recommendations, stating his department was requesting a part-time receptionist.

Mr. Ayres advised that although the Town lost some prospective investors (subdivisions), other prospective investors have shown interest. At the request of Council, Mr. Ayres confirmed that Retail Strategies has not yet produced any new businesses.

Councilmember Whatley stated concern that Cornfest had been discontinued and stated she would like to see the Economic Development Department seek out possibilities to get Cornfest restored for the next calendar year, and requested that the Town not allow Fort Verde Days to be cancelled.

Councilmember Baker stated the Economic Development Department had stated they would present the Council with a 5-year strategic market plan; Councilmember Baker requested a copy for the Council to review. Mr. Ayres advised that his department had been very busy; strategy and other investments were in the process of change, therefore, the strategic marketing plan was not completed.

Municipal Court: Judge Paul Schlegel addressed the Mayor and Common Council advising the Court must meet AOC (Supreme Court - Administrative Office of the Courts) security standards; the security standards are set up to be completed in three years; the Court has applied for grants to comply with the required security standards; safety is a priority in the Court and is currently a serious concern. Judge Schlegel advised, that although he believes the Court needs a full-time judge (rather than a part-time judge), his priority this year is additional staff. Judge Schlegel advised that staff has been cut over the past several years and the Court is now in a position where the need for additional staff is critical, citing new staff and the recent integration of the statewide court software (AJACS), the court is not able to meet mandatory deadlines. Judge Schlegel invited the Mayor and all Council Members to visit the Court to observe.

Mayor German stated he had visited the Court, and concurred that safety and additional staff needs are critical at this time.

Councilmember Baker and Vice Mayor Murdock inquired if Court consolidation was a possibility; if CVMO or YCSO could provide additional security, and if the Court Enhancement fund could be used for security matters and/or additional staff.

Judge Schlegel advised that logistically, consolidation with another municipal or justice court was not feasible; CVMO and YCSO provide security only on days that inmates are transported from the detention facility, and Court Enhancement funds could be used for some security installations if grant funding was not available, but could not be used for staff or other wages. Additionally, the Court used most of the Court Enhancement Funds for the new Court building last year.

Finance: Finance Director Michael Showers addressed the Mayor and Common Council advising he concurred with the Manager's recommendations, which includes a small reduction from last year's operating budget. Mr. Showers stated he would like to purchase the wastewater software this year if funding is available – under the CIP budget, advising that the new software would also accommodate water and would save the Town money in the long run. The cost for the new software is approximately \$21,000.00. Mayor German requested Mr. Showers provide the Council with actual costs and installation time tables to be discussed at the next budget work session.

Non-Departmental: Town Manager Russ Martin advised there were no changes from last year except the business incentive expense (Corey). Mayor German suggested an attorney review the contract and advise the Town with respect to this expense. Mr. Martin advised the Town Attorney has reviewed the contract – the contract and expense is valid - the Town entered into a 20-year contract that was attached to Corey Properties (which included Jones Ford) – the contract will mature and expire in 8 or 9 years.

The next budget work session is set for Friday, April 20, 2018 at 8:00 a.m.

**5. Adjournment.**

Mayor German adjourned the Special Budget Session at 9:08 a.m.

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Charles German, Mayor

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ATTEST: Judy Morgan, Town Clerk

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Budget Work Session of the Town Council of Camp Verde, Arizona, held on April 13, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Judy Morgan, Town Clerk

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Town of Camp Verde

**Exhibit A - Agenda Item Submission Form – Section I**

**Meeting Date: April 25, 2018**

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

**Requesting Department: Community Development**

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

**Agenda Title (be exact): Approval authorizing extension of High View LLC Mining Conditional Use Permit until May 3, 2019.**

**List Attached Documents:**

1. Resolution 2015-939
2. Email from Bonding Company relating to Bond Renewal

**Estimated Presentation Time:**

**Estimated Discussion Time:**

**Reviews Completed by:**

Department Head:

Carmen Howard, Community Dev Director and Troy Odell, Deputy Public Works Director

Town Attorney Comments:

Finance Department

**Background Information:**

An application for Use Permit #20150033, to mine, quarry and extract natural resources from the subject parcel was filed by Joe Link, Agent for Altman Land & Cattle III & IV, LLC. The owner of parcels 403-15-002Y & 403-15-003C, located on State Route 260 at milepost 214.27. Use Permit #20150033 was approved and issued by the Town Council on April 22, 2015. The Use Permit was approved after receiving a favorable recommendation by the Planning and Zoning Commission with conditions (see attached copy of Resolution 2015-939). A request to transfer the Mining Use Permit from Aultman Land & Cattle to High View LLC was received on May 1, 2015 with no changes in conditions and approved by the Town Council on May 6, 2015. Condition 4. of the Use Permit States:

*"4. The term of this Use Permit shall be year to year, with the total number of years capped at ten (10), such that the Use Permit expires on the tenth (10<sup>th</sup>) anniversary date of the Notice to Implement the Use Permit. On or about each anniversary date of the Notice to Implement the Use Permit the Use Permit shall be reviewed by Council to determine compliance with all federal, state, county, Town and other local laws (collectively, "Laws and Regulations"). If during the twelve month period prior to such review the Applicant's use of the Property pursuant to this Use Permit has violated any Laws and Regulations, the Town Council may revoke the Use Permit as allowed pursuant to Town Code Section 9-4-5.B. This annual review shall occur on each anniversary date of the Notice to Implement the Use Permit until the ninth (9<sup>th</sup>) anniversary date. On the tenth (10<sup>th</sup>) anniversary date of the Notice to Implement the Use Permit the Use Permit will expire (the "Use Permit Expiration Date"). If the Applicant wishes to renew the Use Permit and not have any interruption with the mining process, the Applicant must submit an application for a new Use Permit at least 8 months prior to the Use Permit Expiration Date. There is no guaranty that any subsequent Use Permit will be approved by Council and will be decided upon the prior years of operation and adherence to the conditions for the approval of the Use Permit or any new impacts to the surrounding properties."*

Staff recommends and requests Council approval to extend the Use Permit for a year or May 3, 2019. The Use Permit date of implementation is May 3, 2016. High View LLC is currently operating a temporary site outside of the permanent use and site approvals of Use Permit 20150033 to provide aggregate materials for the Hwy 260 roadway project. Deputy Public Works Director Troy Odell and Community Development Director Carmen Howard have been working with High View to comply with site requirements until which time as High View will be developing their permanent site as Use Permit 20150033.

***Recommended Action (Motion):***

**A MOTION TO APPROVE (OR DENY) EXTENSION OF HIGH VIEW LLC MINING CONDITIONAL USE PERMIT 20150033 UNTIL MAY 3, 2019.**



## RESOLUTION 2015-939

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE (“TOWN”), ARIZONA, YAVAPAI COUNTY, ON USE PERMIT 20150033, AN APPLICATION SUBMITTED BY JOE LINK – AGENT FOR OWNER AULTMAN LAND & CATTLE III & IV, LLC OF A PORTION OF PARCEL 403-15-002Y, AND A PORTION OF 403-15-003C. THE USE PERMIT WILL ALLOW AN OPERATION THAT WILL MINE, QUARRY AND EXTRACT NATURAL RESOURCES FROM THE PROPERTY WHICH WILL BE A TOTAL OF 195.33 ACRES. THE PROPERTY IS LOCATED ON STATE ROUTE 260 AT MILEPOST 214.27 ON PARCELS 403-15-002Y & 403-15-003C.**

The Common Council and the Town of Camp Verde hereby resolves as follows:

1. The Common Council hereby finds as follows:
  - A. A request for approval of Use Permit 20150033 was filed by Mr. Joe Link - Agent for Altman Land & Cattle III & IV, LLC owner of parcels 403-15-002Y & 403-15-003C (“Property”), located on State Route 260 at milepost 214.27.
  - B. Per Article 9-4-3, Item 1 of the Town of Camp Verde Town Code: **The establishment or expansion of mining or quarrying operations may occur in any zoning district if the Council approves a Conditional Use Permit.**
  - C. The request was reviewed by the Planning and Zoning Commission on April 2, 2015 and by the Common Council on April 22, 2015 in public hearings that were advertised and posted according to state law.
  - D. A neighborhood meeting was held on March 2, 2015 by the Owner as required by the Town of Camp Verde Planning & Zoning Ordinance, Part 6, Section 601 (Zoning Decisions) A.3.a-e. This meeting also met the requirements of Part Eight, Section 806.1.h of the Town of Camp Verde Planning & Zoning Ordinance.
  - E. The purpose of the Use Permit is to allow for commercial or industrial operations involving extraction, removal, processing, quarrying or transportation of natural resources and related products, and the storage, stockpiling, distribution and sale thereof from the site where such resources were derived. Such operations include the extraction, removal and the delivery of the product off-site, of natural resources for monetary gain, regardless of the size of the site or the volume of extraction.
  - F. This Use Permit is not an approval by the Town of any use or activity that is prohibited by any other governmental agency or private covenant.
  - G. The purpose of the use will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved and the Council hereby finds that the uses covered by the Use Permit and the manner of its conduct will not be detrimental to persons residing or working in the vicinity, to

1.

adjacent property, to the neighborhood or to the public welfare generally and the uses shall be in conformity to the conditions, requirements and standards of the Town Code.

The Common Council of the Town of Camp Verde hereby resolves as follows:

**(Conditions of Approval)**

1. A bond is to be posted in the amount of reclamation as estimated by an Arizona Registered Civil Engineer and that this bond is to remain in effect until such time that the Town releases the bond. The bond shall remain effective until after the completion of all reclamation required pursuant to the Excavation & Reclamation Plan pursuant to Section 5 of this Use Permit. Also the Town needs to be listed as the single beneficiary of the bond or as determined by the Town Attorney.

2. The Use Permit may not be implemented until all required permits and approvals are obtained from all applicable county, state and federal agencies. A time frame of one year shall be allowed the Applicant to obtain all permits and approvals before implementation. If prior to the anniversary date of the issuance of this Use Permit all such permits and approvals have not been obtained, the Applicant shall resubmit the Use Permit to Council review and approval per Section 9-4-5, Item A (Subsequent Review and Expirations of Permits), which review and approval is subject to the sole discretion of the Town Council.

3. Once all other agency permits have been submitted to the satisfaction of staff, a final Engineer's Cost Estimate of the total restoration of the site per an updated Excavation and Reclamation Plan will be required and reviewed by staff and once an administrative approval has been reached by the Town Engineer, Community Development Director and the Town Attorney a **Notice to Implement the Use Permit** shall be issued to the Applicant and the Applicant can begin mining operations. Per Section 9-4-4, Item B (Implementation of Use Permit) of the Town Code.

4. The term of this Use Permit shall be year to year, with the total number of years capped at ten (10), such that the Use Permit expires on the tenth (10<sup>th</sup>) anniversary date of the Notice to Implement the Use Permit. On or about each anniversary date of the Notice to Implement the Use Permit the Use Permit shall be reviewed by Council to determine compliance with all federal, state, county, Town and other local laws (collectively, "Laws and Regulations"). If during the twelve month period prior to such review the Applicant's use of the Property pursuant to this Use Permit has violated any Laws and Regulations, the Town Council may revoke the Use Permit as allowed pursuant to Town Code Section 9-4-5.B. This annual review shall occur on each anniversary date of the Notice to Implement the Use Permit until the ninth (9<sup>th</sup>) anniversary date. On the tenth (10<sup>th</sup>) anniversary date of the Notice to Implement the Use Permit the Use Permit will expire (the "Use Permit Expiration Date"). If the Applicant wishes to renew the Use Permit and not have any interruption with the mining process, the Applicant must submit an application for a new Use Permit at least 8 months prior to the Use Permit Expiration Date. There is no guaranty that any subsequent Use Permit will be approved by Council and will be decided upon the prior years of operation and adherence to the conditions for the approval of the Use Permit or any new impacts to the surrounding properties.

2.

5. At the time that the Use Permit holder deems that all mining will cease, due to the depletion of aggregate resources, the permit holder will submit to the Town of Camp Verde Community Development Department a notice advising of the projected date of cessation of all mining. Reclamation of the area subject to this Use Permit must be completed within one year from the notice advising the Town of cessation of all mining or the Town will withdraw the provided assurances and complete the reclamation per the currently staff approved "Excavation & Reclamation Plan".

6. For all access points from Highway 260 into the mining area, as defined on the approved Site Plan and the Excavation & Reclamation Plan for the Use Permit, the Use Permit holder shall install a vehicle turn around culdesac having a minimum of a 50 feet radius. The culdesacs shall be situated at the access security gates on the Highway 260 side. These security gates are to have a Knox box for emergency responders and are to be located inside the mining property so that proper grading can be accomplished.

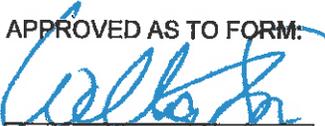
7. Per Section 9-4-4 (General Regulations) Item A.2 (SETBACKS) of the Town Code: "The setback requirements of mining or quarrying operations will be a maximum of 300 feet from the property line. However, Council will regulate the setback requirement on a case-by-case basis as determined by, but not limited to, topography and adjacent land uses." Therefore, the setbacks will stand as shown and approved on the EXCAVATION AND RECLAMATION PLAN as approved with Use Permit 20150033 by a Majority Vote of the Common Council on April 22, 2015. The setbacks for mining areas that may lie within the proposed additional right of way needed by ADOT for the State Route 260 Highway widening project shall be adjusted so that a minimum setback of 20 feet from the additional ADOT right of way is established.

The Common Council of the Town of Camp Verde hereby approves Use Permit 20150033 for the purpose of Mining on Parcel 403-15-002Y and a portion of parcel 403-15-003C in the specified location as shown on the submitted site plan and per the conditions of approval listed above under items 1-7 of this Resolution.

**PASSED AND ADOPTED BY MAJORITY VOTE OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON April 22, 2015 WHICH DATE WILL BE KNOWN AS THE USE PERMIT ISSUANCE DATE.**

  
Charles German – Mayor

5-5-2015  
Date

APPROVED AS TO FORM:  
  
Bill Sims – Town Attorney

Attest:   
Virginia Jones, Town Clerk

3.

## Carmen Howard

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**From:** Lori Spelde <Lori@comlwest.com>  
**Sent:** Monday, April 9, 2018 3:56 PM  
**To:** Carmen Howard; Jeremy Bach; 'Morgan Dubs'  
**Cc:** Troy Odell; 'Dugan McDonald'; Judy Morgan  
**Subject:** RE: Reclamation Bond Renewal of 113 8378  
**Attachments:** InvPrintLS.PDF

Hello,

The reclamation bond has been renewed, per attached invoice.  
It has been renewed effective 5/3/2018 to expire on 5/3/2020.  
Bond #1138378 amount \$271,000

If the bond should not be renewed, please send me the release for the bond.  
Otherwise, please remit your payment directly to our office on or before 5/3/18.

Let me know if you have any questions.

Thank you,

*Lori Spelde, CISR, CRIS*

Lead Account Manager



971 North Gilbert Rd. Ste. 203  
Gilbert, AZ 85234

Phone: 480.961.5400 Ext. 107  
Fax: 480.961.5401

PLEASE NOTE: Our server will be down beginning at 11 am on April 20, 2018 for maintenance. If you have requests for bonds or certificates of insurance, please get them to us at your earliest convenience, and no later than 2:00 pm on Thursday, April 19, 2018 so we will have time to process them for you. Thank you.

E-Mail Confidentiality Notice: The information contained in this electronic message and any attachments transmitted herewith are confidential and for the sole use of the intended recipient. If you are not the intended recipient, you are hereby notified that any dissemination, forwarding, printing, disclosure, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by reply e-mail and permanently delete the original and any copies and printouts, including attachments thereof.

Our office hours are Monday – Friday 8:30 am to 4:30 pm

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**From:** Carmen Howard [mailto:Carmen.Howard@campverde.az.gov]  
**Sent:** Wednesday, March 28, 2018 10:40 AM  
**To:** Jeremy Bach <jeremy@abisaz.com>; 'Morgan Dubs' <morgan.heritagesurvey@gmail.com>  
**Cc:** Lori Spelde <Lori@comlwest.com>; Troy Odell <Troy.Odell@campverde.az.gov>; 'Dugan McDonald' <dbmcdonald78@gmail.com>; Judy Morgan <Judith.Morgan@campverde.az.gov>  
**Subject:** RE: Reclamation Bond Renewal of 113 8378

Hello All!

*Town of Camp Verde*



**Agenda Item Submission Form / Section I: Ordinance 2018-A433 Zoning Map Change Application #2018-0081 Harry Hansen**

**Meeting Date: April 25, 2018 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:** Harry Hansen  
**Application:** Zoning Map Change 2018-0018 request to rezone 1.08 approximate acres.

**Agenda Title (be exact): Ordinance 2018-A433**  
 AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA FOR A ZONING MAP CHANGE FROM C2 (COMMERCIAL: GENERAL SALES & SERVICE) TO M1 (INDUSTRIAL: GENERAL) FOR AN AUTOMOBILE STORAGE YARD. THE APPROXIMATELY 1.08 ACRES IS LOCATED JUST NORTH OF THE INTERSECTION OF INDUSTRIAL DRIVE AND DAVIDSON DRIVE, PARCEL NO. 403-22-041B, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

**List Attached Documents:**

- Ordinance 2018-A433
- Staff Report
- Draft Minutes from the February 8, 2018 Planning & Zoning Commission Public Hearing with Recommendation to Council

**Estimated Presentation Time: 10 minutes.**  
**Estimated Discussion Time: 20 minutes**

**Reviews Completed by:**

- Department Head: Carmen Howard     
  Town Attorney review:  
 Comments: In Staff Report     
 Comments: Ordinance for form



**ORDINANCE 2018 A433**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA FOR A ZONING MAP CHANGE FROM C2 (COMMERCIAL: GENERAL SALES & SERVICE) TO M1 (INDUSTRIAL: GENERAL) FOR AN AUTOMOBILE STORAGE YARD. THE APPROXIMATELY 1.08 ACRES IS LOCATED JUST NORTH OF THE INTERSECTION OF INDUSTRIAL DRIVE AND DAVIDSON DRIVE, PARCEL NO. 403-22-041B, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.**

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

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

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

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

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

**Section 1. The Town Council hereby finds as follows:**

- A. A request for **Zoning Map Change 2018-0018** was filed by Harry Hansen, property owner, to rezone the subject parcel FROM C2 (COMMERCIAL: GENERAL SALES & SERVICE) TO M1 (INDUSTRIAL: GENERAL) for the following described real property: The legal description is attached as exhibit "A". The above described parcel contains an area of approximately 1.08 acres.
- B. The Planning & Zoning Commission reviewed the request on April 12, 2018 in a public hearing that was advertised and posted according to state law and recommended approval of Zoning Map Change 2018-0018.
- C. The proposed Zoning Map Change Amendment will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.

D. The Waiver of Diminution of Value Claim has been signed by the property owners and is attached as exhibit "B".

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

**Section 3.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**Section 4.** This ordinance is effective upon the expiration of a thirty 30-day period following the adoption hereof and completion of publication and any posting as required by law.

PASSED AND APPROVED BY A MAJORITY VOTE OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON THIS 25TH DAY OF APRIL, 2018.

\_\_\_\_\_  
Charles German - Mayor

Date: \_\_\_\_\_

Approved as to form:

Attest: \_\_\_\_\_  
Judith Morgan, Town Clerk

\_\_\_\_\_  
Bill Sims - Town Attorney

EXHIBIT A

LEGAL DESCRIPTION  
PARCEL "A"  
(SPLIT OF 403-22-027W)

New Parcel No.  
403-22-041B

A portion of that parcel described as "Parcel 3", in Reception No. 2012-0012552, YCR lying Northeasterly of Davidson Drive, described in Book 3827, Page 15, Yavapai County Recorder, (YCR), a portion of Southwest Quarter (SW4) of Section 25, Township 14N, Range 4E, Gila and Salt River Base and Meridian, Yavapai County, Arizona more particularly described as follows:

BEGINNING at the center of Section 25, Township 14 North, Range 4 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, a found MAG nail in concrete base of fence post with aluminum tag LS 27238, from which the West quarter corner of said Section 25, a found 5/8" rebar with aluminum tag LS 15573, bears N 89°55'08" W 2658.76 feet;

Thence S 01°44'40" W (basis of bearings S 01°44'57"W R) 258.90 feet to a set 1/2 inch rebar with cap LS 32230;

Thence North 64°25'28" West 248.68 feet to a set 1/2 inch rebar on the easterly right of way of Industrial Drive (60.00 foot right of way);

Thence along said right of way North 00°48'59" East 151.76 feet to a set MAG nail in concrete with aluminum washer LS 32230;

Thence South 89°55'08" East 230.03 feet the POINT OF BEGINNING.

CONTAINING: 46,900 square feet +/- or 1.08 acres of land, more or less and as shown on that particular results of survey of even date made a part hereof by this reference.

01-02-18

digitally sealed 01-02-18

IVO W. BUDDEKE, LS 32230

When Recorded Return To:  
Town of Camp Verde  
473 S. Main St  
Camp Verde, Arizona 86322

**AGREEMENT  
TO WAIVE CLAIM FOR DIMINUTION IN VALUE  
REGARDING ACTION  
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner ("Agreement") made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Camp Verde, a municipal corporation of Arizona ("Town") and:

Larry D Hansen ("Owner(s)");

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, "land use law" includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

Exhibit B

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in **Exhibit "A"** attached hereto and expressly made a part hereof ("Property") and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town's land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

20180081  
**Town Application Number**

and, are based on certain application(s), copies of which ("Applications") are shown as **Exhibit "B"** attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

TOWN OF CAMP VERDE, a municipal corporation of Arizona, (Town)

\_\_\_\_\_  
Charles German, Mayor

ATTEST:

\_\_\_\_\_  
Judith Morgan, Town Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
William Sims, Town Attorney

Dated this 27 day of February, 2018

OWNER:

Harry D Hansen  
Print Name

Harry D Hansen  
Signature

OWNER:

N/A  
Print Name

N/A  
Signature

STATE OF ARIZONA )

County of Yavapai ) ss.

On this 27 day of February, 2018, before me, the undersigned Notary Public,  
personally appeared Harry D. Hansen, who acknowledged that this document was  
executed for the purposes therein contained.

A. Skinner  
Notary Public

My Commission Expires: 8-18-2020

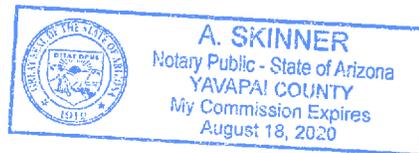


EXHIBIT A

LEGAL DESCRIPTION  
PARCEL "A"  
(SPLIT OF 403-22-027W)

New Parcel No.  
403-22-041B

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Thence S 01°44'40" W (basis of bearings S 01°44'57"W R) 258.90 feet to a set 1/2 inch rebar with cap LS 32230;

Thence North 64°25'28" West 248.68 feet to a set 1/2 inch rebar on the easterly right of way of Industrial Drive (60.00 foot right of way);

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Thence South 89°55'08" East 230.03 feet the **POINT OF BEGINNING**.

**CONTAINING:** 46,900 square feet +/- or 1.08 acres of land, more or less and as shown on that particular results of survey of even date made a part hereof by this reference.

01-02-18

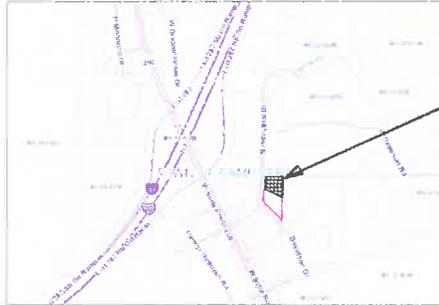
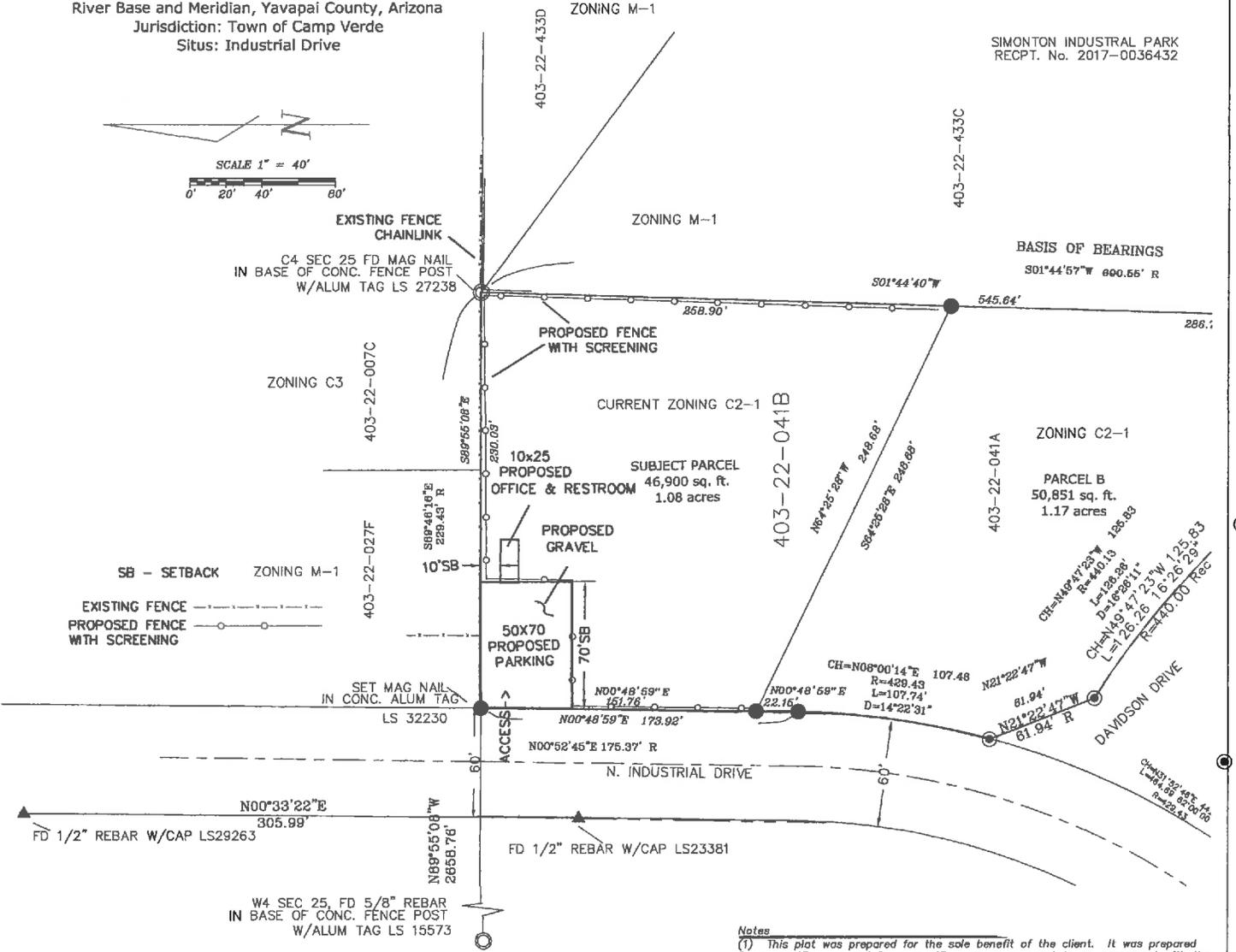
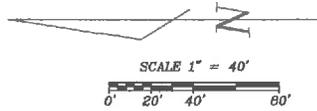


digitally sealed 01-02-18

IVO W. BUDDEKE, LS 32230

# EXHIBIT A ZONING MAP CHANGE

Reception No. 2018-0007531  
 Yavapai County Recorder, (YCR) a portion of Southwest Quarter (SW4) of Section 25, Township 14N, Range 4E, Gila and Salt River Base and Meridian, Yavapai County, Arizona  
 Jurisdiction: Town of Camp Verde  
 Situs: Industrial Drive



- LEGEND**
- ▲ - FOUND 1/2" REBAR AS NOTED
  - - SET 1/2" REBAR LS 32230 OR AS NOTED
  - - FOUND ADOT ALUM CAP IN CONC.
  - - FOUND ADOT CONC. BASE NO ALUM CAP
  - - MAG NAIL IN CONC. BASE OF FENCE POST OR AS NOTED

**Notes**

(1) This plot was prepared for the sole benefit of the client. It was prepared for a specific user and for a specific purpose pursuant to an agreement with the client and as such its purpose may be misleading to others. All documents including reports, drawings and specifications prepared or furnished by the Surveyor pursuant to this Agreement are instruments of service with respect to the project and the Surveyor shall retain an ownership and property interest therein. Such documents are not intended or represented to be suitable for use or reuse by the Client or others on the project, on extension of the project, or on any other project without Surveyor's participation. Any reuse without written verification or adaptation by the Surveyor for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Surveyor and the Client shall defend, indemnify and hold harmless the Surveyor from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Surveyor to further compensation at surveyor's current hourly rate. For these reasons, use by others is forbidden without the express written consent of the certifier signed hereon.

(2) This survey is subject to all conditions, restrictions, reservations, rights-of-way, abandonments, easements and all pertinent documents of record which may be revealed by a current title report.

(3) The Client agrees to limit the Surveyor's liability to the Client due to Surveyor's professional negligent acts, errors or omissions such that the total aggregate liability of the Surveyor to all those named shall not exceed the Surveyor's total fee for services rendered on this project.

(4) CLIENT WISHES TO APPLY FOR ZONING MAP CHANGE

**RIMROCK**  
 LAND SURVEYS, LLC  
 Ivo W. Buddke III, R.L.S.  
 5280 Bentley Dr., Rimrock, Arizona 86335  
 Phone (928) 567-1414

Job No. 180102HH
Client HARRY HANSEN
Result of Survey No. 2018-0007531
AP03-22-041B
Qtr   Sec   Twp   Rng
SW   25   14N   4E
Page 26 of 32

EXHIBIT B

FEB 28 '18 PM 3:23



# Land Use

## Application Form

**1. Application is made for:**

- |   |                                    |                        |
|---|------------------------------------|------------------------|
| <u>Zoning Map Change</u>                  | Use Permit                         | General Plan Amendment |
| Conceptual Plan Review                    | Preliminary Plat                   | Final Plat             |
| PAD Zoning                                | Variance                           | Sign                   |
| Street Abandonment                        | Minor Land Division                | Wireless Tower         |
| Appeal                                    | Verification of Non-Conforming Use |                        |
| Development Standards Review (Commercial) | Other: _____                       |                        |

2. Project Name: \_\_\_\_\_

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

Owner Name: Harry D Hansen Applicant Name: \_\_\_\_\_  
 Address: 11135 E State Route 69 Address: \_\_\_\_\_  
 City: Dewey State: AZ Zip: 86327 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: 1-928-830-0112 Phone: \_\_\_\_\_  
 E-mail: harryhansen0823@ E-Mail: \_\_\_\_\_  
hotmail.com

4. Property Description: Parcel Number 403-22-041B Acres: 1.08

Address or Location: \_\_\_\_\_  
 Existing Zoning: C-2 Existing Use: Vacant  
 Proposed Zoning: M-1 Proposed Use: Vehicle Storage

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

This lot will be used for temporary vehicle storage. It is a holding lot till we accumulate enough vehicles to transport by semi vehicle carrier

**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: Harry D Hansen Date: 2-28-2018 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: Harry D Hansen Date: 2-28-2018

## Town Council Meeting April 25, 2018

### **BACKGROUND:**

Mr. Harry Hansen, property owner and applicant, approached the Town with a proposal to develop a parcel for the temporary storage of vehicles. It was determined that the zoning districts that would allow such a use were C3, PM, M1, and M2. Mr. Hansen found a parcel he was interested in using for this project, that was in C2-1 District, and larger than what he needed for his purpose. It is located on the east side of Industrial Drive, just north of the intersection of Davidson Drive. Further discussion with staff showed that he could divide the parcel, using the existing topography to create two lots at different elevations. The parcel at the lower elevation, and further north of the intersection, was the portion he determined would suit his needs and chose to request a zoning map change. Although the use could be accomplished with a C3 designation, Mr. Hansen chose to change to an M1 designation, due to being obscured from general view and its proximity to existing M1 District zoning and uses. Retaining the C2-1 District zoning on the other parcel, which is more visible from State Route 260 and closer to the existing C2 zoning and uses along this corridor, is still a compatible zoning for this location.

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

- The applicant posted the subject property and mailed out letters to property owners within 300', which invited them to the neighborhood meeting on March 9, 2018 at 2:00 p.m.
- The meeting was held at 395 S. Main Street, Room 204. There were no attendees at the meeting.
- Community Development Staff mailed out fourteen (14) letters to properties owners within three hundred (300) feet of the subject parcel on March 7, 2018. This letter advised the neighbors of the tentative Planning & Zoning Public Hearing and Town Council meeting dates, times, and location.
- A Public Hearing was held before the Planning and Zoning Commission on April 12, 2018 and the Commission voted unanimously to forward a recommendation of approval to the Town Council.

### **COMMUNICATIONS FROM AGENCIES/PUBLIC:**

Staff has received no comments from the public regarding this request.

Agencies were not solicited for comments on this project at this time. When the proposal moves to the Development Standards Review phase, applicable agencies will be contacted for to review the project.

**GENERAL PLAN:**

The proposed project is located within the Finnie Flat Character Area. The western edge of this area borders Interstate 17 and has primarily commercial-industrial based uses. The plan indicates that the existing uses on the north end of Industrial Drive and along Davidson Drive are C3, M1. It states that the preferred non-residential zoning districts along these same areas is to retain the commercial zoning districts and associated uses, starting with RS, up to M.

Goal A states: "Promote regional commercial and employment opportunities".

*Implementation Strategy A.4* further states "Promote commercial and mixed use development adjacent to State Route 260 and Finnie Flat Road". This project is located just northwest of the intersection of Industrial Drive and State Route 260; the current zoning of the adjoining lot and the proposed zoning for this parcel will promote a variety of commercial uses.

*Implementation Strategy A.6* encourages the consideration of improvements for "aspects such as streetscapes, public spaces, safety and overall community appearance". The location of the M1 parcel at a lower elevation and behind the C2 parcel utilizes the topography well by placing the more intense use in a more obscure location and next to existing M1 zoning and use.

A Zoning Map Change was needed to allow the applicant to use the property for an automobile storage facility, which is permitted in C3, PM, M1, and M2 Districts. The M1 District was chosen due to the adjoining M1 properties north and east of the subject property.

Mr. Hansen's request complies with the intent of the General Plan for the Finnie Flat Character Area.

**STAFF RECOMMENDATION:**

Staff recommends approval of the request for a Zoning Map Change from C2 to M1, which would allow an Automobile Storage Yard.

**RECOMMENDED MOTION:**

A motion to recommend approval of Ordinance 2018-A433 for a Zoning Map Change, from C2 (Commercial: General Sales & Service) to M1 (Industrial: General), for an Automobile Storage Yard. The property is 1.08 acres and is located just north of the intersection of Industrial Drive and Davidson Drive, Parcel No. 403-22-041B, in Camp Verde, Yavapai County, Arizona.

FEB 28 '18 PM 3:23



# Land Use Application Form

**1. Application is made for:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Zoning Map Change              | <input type="checkbox"/> Use Permit                         | <input type="checkbox"/> General Plan Amendment |
| <input type="checkbox"/> Conceptual Plan Review                    | <input type="checkbox"/> Preliminary Plat                   | <input type="checkbox"/> Final Plat             |
| <input type="checkbox"/> PAD Zoning                                | <input type="checkbox"/> Variance                           | <input type="checkbox"/> Sign                   |
| <input type="checkbox"/> Street Abandonment                        | <input type="checkbox"/> Minor Land Division                | <input type="checkbox"/> Wireless Tower         |
| <input type="checkbox"/> Appeal                                    | <input type="checkbox"/> Verification of Non-Conforming Use |   |
| <input type="checkbox"/> Development Standards Review (Commercial) | <input type="checkbox"/> Other: _____                       |   |

2. Project Name: \_\_\_\_\_

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

Owner Name: Harry D Hansen Applicant Name: \_\_\_\_\_  
 Address: 11135 E State Route 69 Address: \_\_\_\_\_  
 City: Dewey State: AZ Zip: 86327 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: 1-928-830-0112 Phone: \_\_\_\_\_  
 E-mail: harryhansen0823@ E-Mail: \_\_\_\_\_  
hotmail.com

4. Property Description: Parcel Number 403-22-041B Acres: 1.08

Address or Location: \_\_\_\_\_

Existing Zoning: C-2 Existing Use: Vacant

Proposed Zoning: M-1 Proposed Use: Vehicle Storage

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

This lot will be used for temporary vehicle storage. It is a holding lot till we accumulate enough vehicles to transport by semi vehicle carrier.

**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: Harry D Hansen Date: 2-28-2018 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: Harry D Hansen Date: 2-28-2018

19 February 2018

To whom it may concern:

We have recently purchased a land parcel, identified as "Parcel 3" in reception No. 2012-0012552. Lying Northeasterly of Davidson Drive as described in book 3827, page 15 Yavapai County Recorder. Please see map enclosed.

We would like to purpose that this lot be rezoned to M1. Currently, this lot is zoned as a C2 while the lots adjacent and surrounding are zoned as M1.

Our purpose for the lot and our request is to utilize the parcel for temporary vehicle storage. The lot will be a holding area until we accumulate enough vehicles to transport by semi vehicle carrier. We will be transporting vehicles regularly to our processing facility.

We will not have a retail location at this lot and therefore do not expect much traffic to this area. We will fence and screen the lot completely with access being given to our employees only. We will place a small office building on this site in compliance with all regulations, and access will be during normal business hours.

You are receiving this notice because you are within 300 feet of the property described. Additionally, you are invited to attend a neighborhood meeting set to take place on March 9<sup>th</sup> at 2 PM. Located at, 395 S Main St. Camp Verde AZ, 86322. Room 204

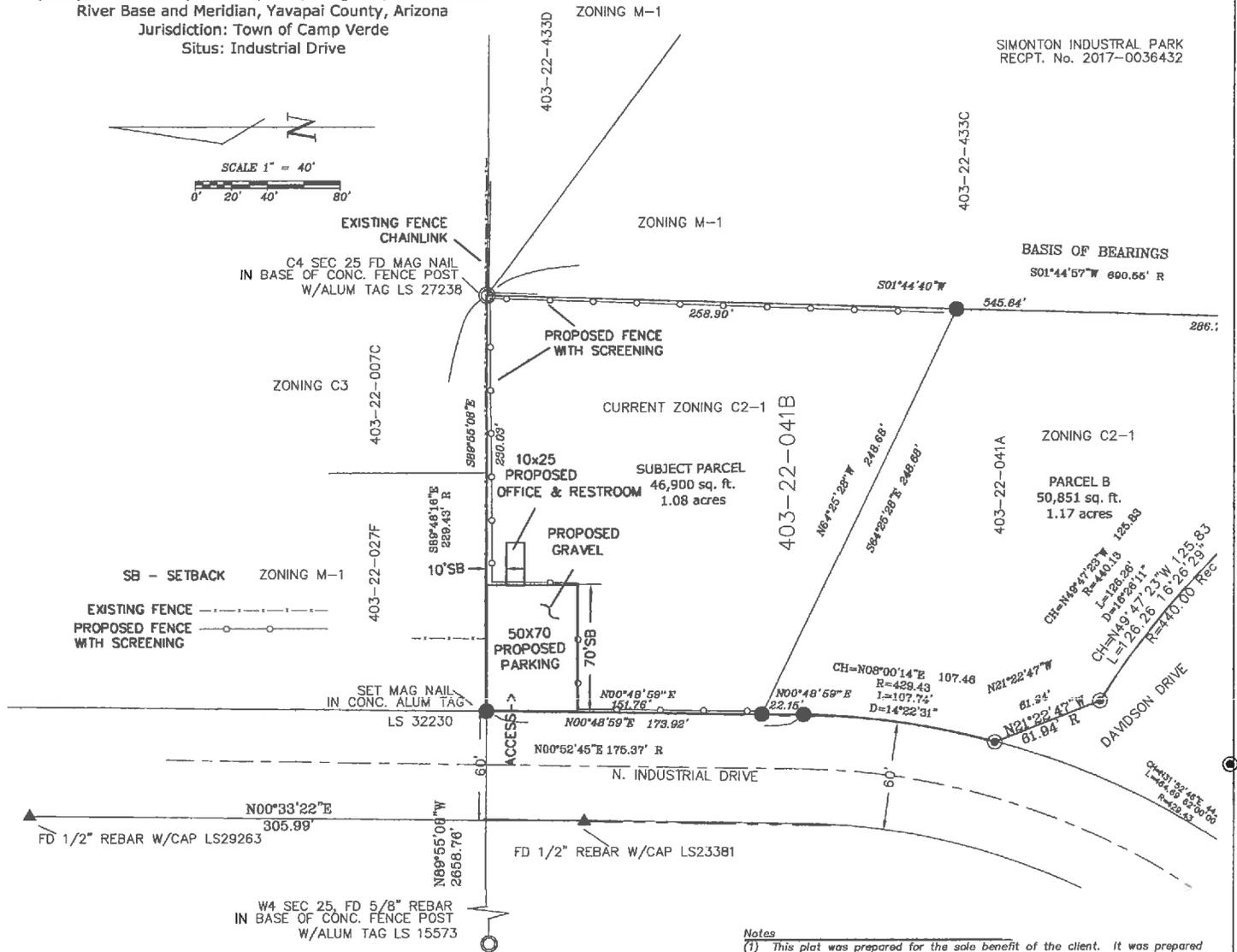
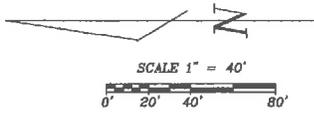
Thank you for your attention and we look forward to seeing you at the neighborhood meeting.

Harry D. Hansen

  
928/830-0112

# EXHIBIT A ZONING MAP CHANGE

Reception No. 2018-0007531  
 Yavapai County Recorder, (YCR) a portion of Southwest Quarter  
 (SW4) of Section 25, Township 14N, Range 4E, Gila and Salt  
 River Base and Meridian, Yavapai County, Arizona  
 Jurisdiction: Town of Camp Verde  
 Situs: Industrial Drive



- LEGEND**
- ▲ - FOUND 1/2" REBAR AS NOTED
  - - SET 1/2" REBAR LS 32230 OR AS NOTED
  - - FOUND ADOT ALUM CAP IN CONC.
  - - FOUND ADOT CONC. BASE NO ALUM CAP
  - - MAG NAIL IN CONC. BASE OF FENCE POST OR AS NOTED

**Notes**

- (1) This plot was prepared for the sole benefit of the client. It was prepared for a specific user and for a specific purpose pursuant to an agreement with the client and as such its purpose may be misleading to others. All documents including reports, drawings and specifications prepared or furnished by the Surveyor pursuant to this Agreement are instruments of service with respect to the project and the Surveyor shall retain an ownership and property interest therein. Such documents are not intended or represented to be suitable for use or reuse by the Client or others on the project, on extension of the project, or on any other project without Surveyor's participation. Any reuse without written verification or adaptation by the Surveyor for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Surveyor and the Client shall defend, indemnify and hold harmless the Surveyor from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Surveyor to further compensation at surveyor's current hourly rate. For these reasons, use by others is forbidden without the express written consent of the certifier signed hereon.
- (2) This survey is subject to all conditions, restrictions, reservations, rights-of-way, abandonments, easements and all pertinent documents of record which may be revealed by a current title report.
- (3) The Client agrees to limit the Surveyor's liability to the Client due to Surveyor's professional negligent acts, errors or omissions such that the total aggregate liability of the Surveyor to all those named shall not exceed the Surveyor's total fee for services rendered on this project.
- (4) CLIENT WISHES TO APPLY FOR ZONING MAP CHANGE

## RIMROCK

LAND SURVEYS, LLC  
 Ivo W. Buddeke III, R.L.S.

Job No. 180102HH  
 Client  
**HARRY HANSEN**  
 Result of Survey  
 No. 2018-0007531  
 APR03-22-041B  
 Qtr Sec Twp Rng  
 SW 25 14N 4E

5280 Bentley Dr., Rimrock, Arizona 86335  
 Phone (928) 587-1414



# Town of Camp Verde

## Community Development

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

◆ Telephone: 928.554.0050 ◆ Fax: 928.567.7401 ◆

◆ [www.campverde.az.gov](http://www.campverde.az.gov) ◆

### PERMISSION TO ENTER PROPERTY

APPLICATION #: 20180081 PARCEL NO: 403-22-0276 <sup>new APN</sup>  
 PROPERTY ADDRESS: TBD  
 APPLICANT'S NAME: Harry D Hansen  
 ADDRESS: 11135 E. State Route 69  
 PHONE NO.: 928-830-0112

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.

Harry D Hansen

Applicant's Signature  
Property Owner, or

2-28-2018

Date

Agent for: \_\_\_\_\_  
(Property Owner's Name)

LEGAL DESCRIPTION  
PARCEL "A"  
(SPLIT OF 403-22-027W)

New Parcel No.  
403-22-041B

A portion of that parcel described as "Parcel 3", in Reception No. 2012-0012552, YCR lying Northeasterly of Davidson Drive, described in Book 3827, Page 15, Yavapai County Recorder, (YCR), a portion of Southwest Quarter (SW4) of Section 25, Township 14N, Range 4E, Gila and Salt River Base and Meridian, Yavapai County, Arizona more particularly described as follows:

BEGINNING at the center of Section 25, Township 14 North, Range 4 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, a found MAG nail in concrete base of fence post with aluminum tag LS 27238, from which the West quarter corner of said Section 25, a found 5/8" rebar with aluminum tag LS 15573, bears N 89°55'08" W 2658.76 feet;

Thence S 01°44'40" W (basis of bearings S 01°44'57" W R) 258.90 feet to a set 1/2 inch rebar with cap LS 32230;

Thence North 64°25'28" West 248.68 feet to a set 1/2 inch rebar on the easterly right of way of Industrial Drive (60.00 foot right of way);

Thence along said right of way North 00°48'59" East 151.76 feet to a set MAG nail in concrete with aluminum washer LS 32230;

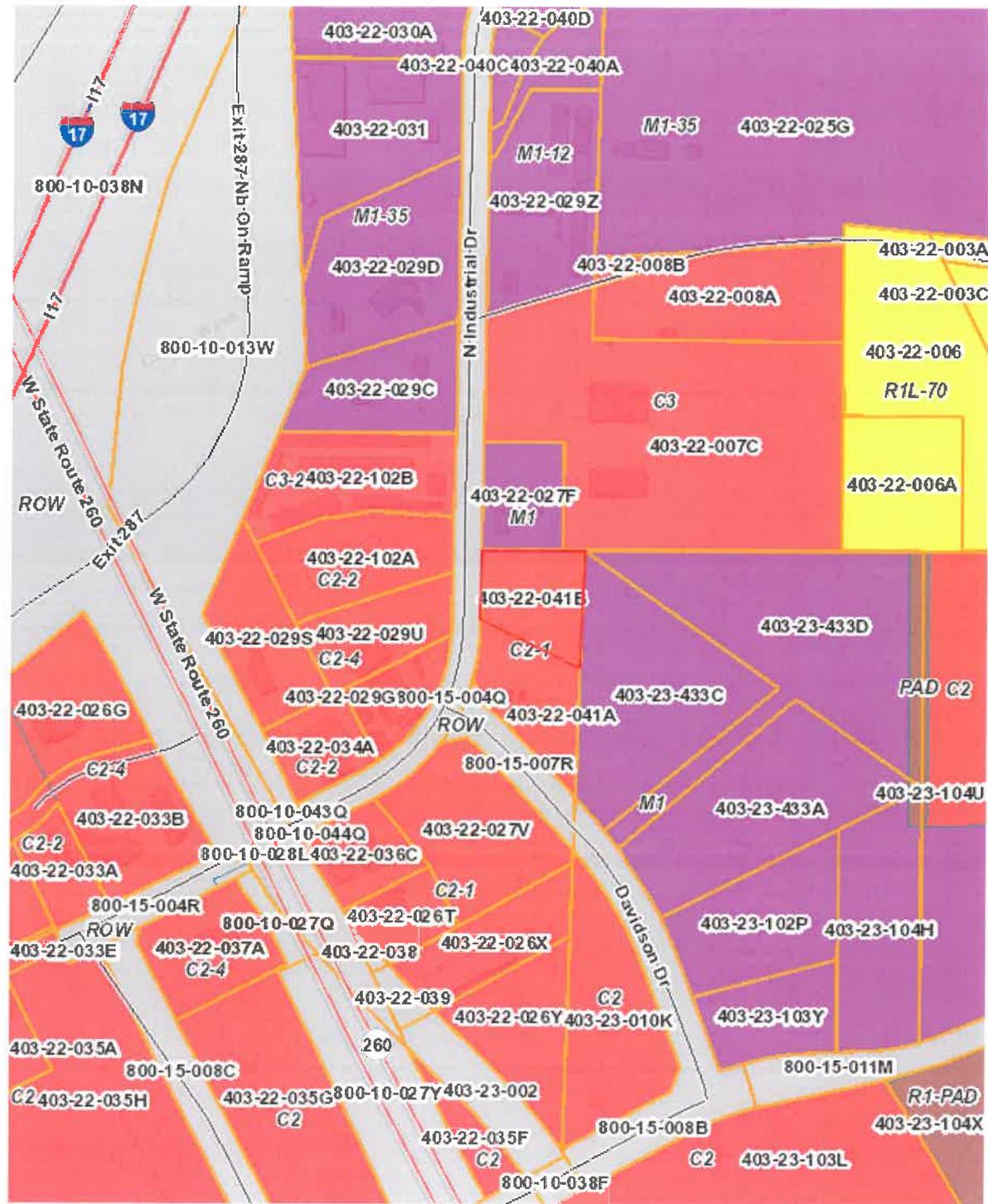
Thence South 89°55'08" East 230.03 feet the POINT OF BEGINNING.

CONTAINING: 46,900 square feet +/- or 1.08 acres of land, more or less and as shown on that particular results of survey of even date made a part hereof by this reference.

01-02-18

digitally sealed 01-02-18

IVO W. BUDDEKE, LS 32230



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

Map printed on: 3.7.2018

**DRAFT MINUTES**  
**SPECIAL SESSION & PUBLIC HEARING**  
**TOWN OF CAMP VERDE PLANNING & ZONING COMMISSION**  
**473 S. MAIN STREET , ROOM 106, CAMP VERDE, AZ 86322**  
**THURSDAY, APRIL 12, 2018 6:30 PM**

*All Commission meetings will end at 9:00 p.m.; any remaining agenda items will be heard at the next Commission meeting.*

**1. Call to Order**

Vice Chairman Teresa Helm called the meeting to order at 6:30 p.m.

**2. Roll Call**

Vice Chairman Teresa Helm, Commissioners, Greg Blue, Bruce George, Jim Hisrich, Steve Vanlandingham and Chip Norton were present. Chairman B.J. Davis is absent.

**Also Present**

Town Planner Melinda Lee, Building Official Robert Foreman, and Recording Secretary Jennifer Reed.

**3. Pledge of Allegiance**

Commissioner Vanlandingham 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).*

**Approval of Minutes:**

February 8, 2018 – Special Session

**b. Set Next Meeting, Date and Time:**

May 10, 2018 – Special Session (Tentative)

**Motion** was made by Commissioner George to accept the consent agenda as presented. Second was made by Commissioner Norton. **Motion** carried unanimously.

**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.

**6. Public Hearing Items:**

**6.a: Public Hearing, Discussion, and Possible Recommendation to the Town Council regarding an application submitted by Harry Hansen, for a Zoning Map Change from C2 (Commercial: General Sales & Service) to M1 (Industrial: General) for an Automobile Storage Yard. The property is 1.08 acres and is located just north of the intersection of Industrial Drive and Davidson Drive, Parcel No. 403-22-041B, in Camp Verde, Yavapai County, Arizona.**

**Declare Actions:**

**Public Hearing Open: 6:32 pm**

**Call for Staff Presentation:**

Town Planner Melinda Lee gave a presentation regarding the proposed action. Mr. Hansen was in the marked to purchase a vacant lot for a vehicle storage lot. This property was chosen due to its change in elevations, allowing a parcel split and obscured nature of the lot at the lower elevation. He will be using this property while he accumulates vehicles, and then when there are enough, they will be

shipped elsewhere. Ms. Lee stated that his representative, Steve Ewing, was present to talk more about what he plans to do.. He is requesting a rezone on lower lot only, from C2 to M1; it already adjoins other M1 parcels. The upper lot would retain the C2 and adjoins other C2/C3 parcels. Ms. Lee stated that staff supports this change and it complies with the General Plan.

**Call for Applicant Presentation:**

Steven Allan Ewing General Manager for xxx. Mr. Ewing explained the company is a major industrial recycler. He explained that the automobile is the number one consumer product in the United States. It has more products to recycle than any other item. His company purchases vehicles from various places and they will use this lot to hold them until he is able to bring them to the processing building in Prescott valley.

Commissioner Hisrich asked if these are un-restorable vehicles, or junk cars. Mr. Ewing stated that they are. Commissioner Hisrich asked how this differs from salvage a yard. Mr. Ewing stated that it doesn't differ very much. He stated they process the cars and then send on for viable for salvaging. This lot would simply be a holding lot until they can send to Prescott Valley.

Commissioner George asked if they would have a problem getting an eighteen-wheeler into the lot. Mr. Ewing stated that because there will not be a great deal of cars there, this will not be a problem.

Commissioner Norton asked if the site will be fenced and screen. Mr. Ewing stated there will be an appropriate height fence put in and it will have a privacy screened. The property will be locked and only accessible by employee. This is not resale lot. Mr. Ewing explained that "You Pick It" is the primary place over in Prescott. Vehicles take 90 days to process.

Vice Chairman Helm asked how long vehicles stay on the lot before they are moved. Mr. Ewing explained that a truck will be coming through, throughout the week, and could possibly take a load, two to three times per week. They don't want them sitting in lot long term. Vice Chairman Helm asked if this is the only location in Verde Valley. Mr. Ewing stated yes but they do have one in Flagstaff.

Commissioner George stated he drives that road a bit, and it looks like a perfect spot for what he is proposing.

**Call for Comments from the Public: None**

**Call for Staff and/or Applicant Rebuttal/Clarification, if appropriate:**

**Declare Public Hearing Closed at 6:45 pm**

**Call for Commission Discussion: None**

**Call for Staff Comments: None**

***Call for Motion***

**Motion** was made by Commissioner VanLandingham to recommend to the Town Council regarding an application submitted by Harry Hansen, for a Zoning Map Change from C2 (Commercial: General Sales & Service) to M1 (Industrial: General) for an Automobile Storage Yard. The property is 1.08 acres and is located just north of the intersection of Industrial Drive and Davidson Drive, Parcel No. 403-22-041B, in Camp Verde, Yavapai County, Arizona. Second was made by Commissioner Blue.

**Call for Discussion of Motion**

None needed

**Call for the Question**

**Motion** passed unanimously

**6.1.B. Public Hearing, Discussion, and Possible Recommendation to the Town Council for a Text Amendment to the Town of Camp Verde Planning & Zoning Ordinance amending Section 203: Use Districts, to revise the site location of Medical Marijuana Dispensaries to C3 Districts only and to remove Medical Marijuana Off-Site Cultivation Location/Facilities from C3 Districts.**

**Declare Actions:**

**Declare Public Hearing Open: 6:46 pm**

Commissioner VanLandingham recused himself because he owns C3 land. Commissioner VanLandingham stepped outside.

**Call for Staff Presentation:**

Town Planner Melinda Lee stated that medical marijuana cultivation facilities are permitted in C3 Districts. Ms. Lee stated there are a number of requests to open up more facilities. Continuing to allow these facilities in C3 Districts could take away from prime commercial property. These facilities tend to be large and don't bring in revenue. Before any more applications come in, staff would like to do something to move them into M1/M2 Districts. They would still have access to large parcels but removed from prime properties. A map showing the commercial districts shows C2/C3 are mostly along Hwy 260. The General Plan would like to keep Hwy 260 for the main focus as Commercial Uses. A map of the different zones was distributed to give an idea of where the zones are.

Ms. Lee stated there are no dispensaries in the Town of Camp Verde yet. The potential is there. Dispensaries are allowed in C2 Districts. They would like to move the dispensaries into the C3 Districts because of security issues. A dispensary is required to ask the Town for a Zoning Verification showing that it is an allowed use for the property and if it is within 500 feet of child care facility or school or if it conflicts with businesses. Staff wanted to make these changes as soon as possible to make the process easier in long run.

Commissioner George stated that he has visited stores and said they are very nice. He took pictures and brought to the Council to show them the cleanliness and security. He would like to see a dispensary in Camp Verde.

**Call for Applicant Presentation- NONE**

**Call for Comments from the Public- NONE**

**Call for Staff Rebuttal/Clarification, if appropriate – staff supports this option.**

**Declare Public Hearing Closed at 6:57pm**

**Call for Commission Discussion:**

**Call for Staff Comments:** Ms. Lee stated there are currently four cultivation facilities and three of them are in C3 Districts. They are not forcing them to move. Vice Chairman Helm stated this seems like this is a good time to move them before there is too many.

**Actions:**

**Call for Motion**

**Motion** was made by Commissioner George to recommend to the Town Council for a Text Amendment to the Town of

Camp Verde Planning & Zoning Ordinance amending Section 203: Use Districts, to revise the site location of Medical

Marijuana Dispensaries to C3 Districts only and to remove Medical Marijuana Off-Site Cultivation Location/Facilities from

C3 Districts. Second was made by Commissioner Norton.

**Call for Discussion of Motion**

**Call for the Question**

**Motion** passed 5-0 with Commissioner VanLandingham abstaining.

**11. 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.)*

Commissioner Helm stated that April 21<sup>st</sup> there will be activities at Vet Park by Cliff Castle Casino

**12. Staff Comments**

Ms. Lee would like to know if anyone is interested in a current copy of Planning and Zoning Ordinances and the General Plan. They will have it printed and bound if the Commissioners would like those.

**13. Adjournment**

**Motion** was made by Commissioner Blue to adjourn the meeting. Second was made by Commissioner VanLandingham. **Motion** carried unanimously. Meeting was adjourned at 7:03 PM

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Vice Chairman Theresa Helm

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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 & Public Hearing of the Planning & Zoning Commission of the Town of Camp Verde, Arizona, held on the 12<sup>th</sup> day of April 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12<sup>th</sup> day of April 2018.

Jennifer Reed

Jennifer Reed, Recording Secretary

DRAFT

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**EMPLOYMENT AGREEMENT  
TOWN MANAGER**

THIS AGREEMENT ("Agreement") effective as of the \_\_\_\_\_ ("Effective Date"), by and between the Town of Camp Verde, Arizona (the "Town"), acting through its Mayor and Common Council (collectively referred to as "the Council"), and \_\_\_\_\_ Manager's name, is made upon the following terms and conditions:

Recitals:

1. Pursuant to the Employment Agreement effective \_\_\_\_\_ date \_\_\_\_\_ the Town of Camp Verde Town Council engaged \_\_\_\_\_ Name to serve as Town Manager of the Town.

2. The Town of Camp Verde Town Council desires to employ \_\_\_\_\_ as the Town Manager and \_\_\_\_\_ desires to be employed by the Town of Camp Verde as its Town Manager, as provided for in § 3-2-1 of the Town Code and subject to the provisions and terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. Powers and Duties of the Town Manager.**

A. The Town hereby employs \_\_\_\_\_ ("the Town Manager") to perform the functions and duties of Town Manager as set forth in the Town Code, as well as such other legally permissible and proper duties and functions required by law, ordinance or code or as the Council shall from time to time assign. The Town Manager shall hold office at the pleasure of the Council and may be removed without cause by a vote of at least four members of the Council, as provided for in 3-2-1 of the Town Code and A.R.S. § 9-303(C).

B. The job of Town Manager is a salaried position for which the work week is not necessarily limited to 40 hours per week. Moreover, the parties recognize that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. It is therefore agreed and understood that the Town Manager shall work full time but that he/she shall be allowed to adjust his/her office hours as reasonable and necessary to conduct the business and affairs of the Town so that the Town Manager is able, for example, to attend Council meetings, as provided for in 3-2-1 (D) (6) of the Town Code.

C. The Town Manager agrees to remain in the exclusive employ of the Town of Camp Verde during this Agreement. The term "exclusive employ" shall not be construed to preclude occasional teaching, writing, speaking, or consulting performed on the Town Manager's time off, even if outside compensation is provided for such services. Such activities are expressly allowed, provided there is no activity involving any prohibited conflict of interest with the Town and such activities do not materially detract from the Town Manager's performance of the job for the Town.

SECTION 2. Term.

A. The term of this Agreement shall continue for a period of \_\_\_\_\_ (X) years from the effective date unless otherwise terminated in accordance with Section 3 below. This Agreement shall be automatically extended for an additional \_\_\_\_ (\_\_\_) year term unless either party gives notice of termination no later than sixty (60) days prior to the then scheduled termination date.

B. Because the Town Manager serves at the pleasure of the Council and may be removed without cause as provided in A.R.S. § 9-303(C) nothing herein shall be construed to prevent, limit or otherwise restrict or interfere with the Council's right to terminate the services of the Town Manager at any time without notice, subject only to the provisions of law and Section 3 below.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Manager to resign at any time from his/her position as Town Manager, subject to the notice requirements of Section 3-A-1.

SECTION 3. Termination of Agreement.

A. Termination by Either Party. Either party to this Agreement may terminate it pursuant to the following terms:

1. The Town Manager may terminate this Agreement for any reason or no reason at all. The Town Manager agrees that if he/she intends to terminate this Agreement, he/she shall provide written notice of his/her intent to terminate at least sixty (60) days in advance of the actual termination date unless the parties mutually agree to a shorter time period.

2. The Council may terminate this Agreement at any time with good cause, without cause or as provided by statute or ordinance, with the affirmative vote of four members of the Council at any regular or special meeting, and upon written notice setting forth the grounds for and the date of the termination and pay all benefits to which the Town Manager is entitled.

B. Termination by the Town Manager. If the Town Manager terminates this Agreement, then the following provisions shall apply.

1. On the date of termination all salary payable to the Town Manager under this Agreement shall cease, except that the Town shall pay to the Town Manager all salary earned but not paid as of the date of termination. In addition, the Town shall pay to the Town Manager all amounts due and owing for vacation leave and sick leave. The Town shall make such payments not later than seven (7) days after the date of termination. The Town Manager shall be entitled to no additional compensation or additional benefits after the date of termination other than COBRA benefits.

C. Termination by the Town. If the Town terminates this Agreement, it shall comply with the following terms and conditions.

1. Any Separation from Service by the Council. Separation of service may be accomplished through Town Code §3-1-3 or by negotiated resignation.

2. Termination for Cause. If the Town terminates this Agreement for good cause, the Town shall only be required to pay such salary as the Town Manager has earned but not been paid as of the date of termination, together with any additional amounts due and owing for accrued vacation leave and sick leave under the Town's personnel policies and procedures then in effect with regard to other full-time employees within three (3) days following the date of termination. The Town Manager shall be entitled to no additional benefits after the date of termination other than COBRA benefits. Good Cause includes material act(s) or omission(s) on the part of the Town Manager which is/are recognizable as a breach of a material provision of this Agreement, a conflict of interest, a criminal act, a violation of law or regulation, or misconduct. Good cause shall include the consistent, if intermittent, failure to perform the job of Town Manager in a reasonable, professional, and adequate fashion which continues or reoccurs after 10 days' written notice such that the failure is unacceptable. Good cause will include the inability to perform the job. The Town Manager shall be deemed unable to perform if Town Manager shall become permanently physically or otherwise disabled or suffer from injury, condition or illness which renders or is expected to render Town Manager, after reasonable accommodation, unable to perform the job of Town Manager for a period of in excess of 120 days.

3. Termination Without Cause Plus Severance Pay/Settlement. In the event the Town Manager is terminated by the Council (or forced to resign) without cause, the Town agrees to pay the Town Manager a severance payment equivalent to six (6) months of the Town Manager's Annual Base Salary. The Town Manager shall also be paid any accrued vacation and sick leave due as of the date of termination, in accordance with Town Code 3-1-3 (B).

4. Execution and Delivery of Settlement Agreement and Release. As a condition precedent to receiving any severance pay, the Town Manager shall execute and deliver to the Town an appropriate severance agreement and release acceptable to both parties, but which shall include the Town Manager's: (i) full release of the Town, the Town Council members, and all agents, representatives and employees of the Town of and from any and all claims and causes of action including, but not limited to, any and all actual or potential claims, demands, damages, causes of action or liability arising out of the Town Manager's employment or termination of employment with/by the Town, including any discrimination claims or actions; and (ii) an agreement not to initiate or cause to be initiated any lawsuit, claim, grievance, proceeding or investigation of any kind against the Town or any Town Council member, agent, representative or employee arising out of his/her employment.

5. Notice. Should the Town elect not to pursue renewal of the existing agreement or negotiations for a new agreement with the Town Manager at the termination of this agreement, Town shall provide the Town Manager with sixty (60) days' notice indicating its decision not to pursue renewal or negotiation of a new agreement with the Town Manager. Such non-renewal of the existing agreement shall not be deemed to be termination without cause.

D. Employment Work Product.

1. All memoranda, notes, records, other documents made or composed by employee, or made available to him during his employment, or any products, methods, or procedures concerning or in any way relating to the business or affairs of the Town will be the Town's

property and will be delivered to the Town upon the termination of employment or at any other time upon request.

#### SECTION 4. Compensation.

A. The Town agrees to pay the Town Manager an annual base salary of \$\_\_\_\_\_.00 for the first year of the Agreement, effective as of the Effective Date (the "Annual Base Salary"). The Annual Base Salary may be increased or decreased each year, effective on the anniversary date, by the same cost of living increase or decrease factor as applicable to all Town employees. In addition, from time to time during the period this Agreement is in effect, the Council may, within its sole discretion, grant the Town Manager such increases in salary as the Council deems appropriate, if any. Payment of this compensation shall be prorated and made on a bi-weekly basis, commencing with the first pay period after the Effective Date of this Agreement.

#### SECTION 5. Expense Reimbursement.

A. The Town shall reimburse the Town Manager for reasonable travel, food, lodging and other similar expenses incurred by the Town Manager in the performance of his/her official duties, in accordance with the same policies and procedures applicable to other employees as such policies and procedures currently exist or are hereafter amended. The Town Manager shall be authorized and allowed to use a Town credit card for purposes of charging reasonable business expenses incurred in conducting Town business. Business travel outside of the State of Arizona must be pre-approved in the Council's sole discretion and the Town Manager shall only be reimbursed and be allowed to charge for reasonable travel, food, lodging and similar expenses related thereto if the Council has, in its sole discretion, approved of such out-of-state travel.

B. The Town also agrees to assist the Town Manager in personal and professional development in his/her profession and shall annually set aside an amount allocated for the Town Manager's dues and membership fees in three (3) professional organizations such as the International City/County Management Association ("ICMA") and the Arizona City-County Managers Association ("ACMA"). The Town shall also pay the reasonable costs for the Town Manager to attend relevant or necessary educational conferences and seminars that will advance the business interests or affairs of the Town, or will enhance the Town Manager's professional knowledge, judgment, or performance. Examples of such conferences and seminars are those sponsored or held by the League of Arizona Cities and Towns, the ICMA, ACMA, and such others as the Council may approve.

C. It is the Town's desire that the Manager be a credentialed city/town manager (ICMA-CM). Reimbursement for this credentialing requires conformance with Town of Camp Verde Personnel Manual Policy 6-1 Education Assistance.

D. The Town shall provide Town Manager with a phone and the business use of a personal vehicle will be reimbursed at the then current IRS rate after submission by Town Manager of a reimbursement request.

E. The Town will reimburse other reasonable expenses incurred by Town Manager while he/she is engaged in Town business after submission by Town Manager of a reimbursement request.

F. Moving and Relocation Expenses – The Council desires that the Town Manager live within the Camp Verde Town limits. The Town will pay normal and usual moving expenses up to Five Thousand dollars (\$5,000) for the relocation of the Employees’ belongings and household items to a residence in the Town of Camp Verde. The Town will either pay a moving company or reimburse the Employee for these expenses after submittal of receipts. Reimbursement of moving expenses over Five Thousand dollars (\$5,000) must be negotiated in advance.

SECTION 6. Insurance Coverages.

A. The Town Manager shall be covered by the same family medical and dental plans as all other full-time employees of the Town.

B. The coverages provided for herein shall be subject to such changes as the Town or its insurance carrier may make from time to time applicable to all full-time employees of the Town. Additionally, any other coverages that may be added by the Town in the future and which are applicable to other full-time employees of the Town will be made available to the Town Manager on the same terms and conditions extended to such other employees and/or their dependents.

SECTION 7. Other Benefits.

A. Vacation Leave.

1. The Town Manager shall be entitled to accrue and use vacation leave at the rate and under the terms and conditions which apply to other Town employees pursuant to the Town of Camp Verde, Arizona Personnel Manual dated \_\_\_\_\_, with the exception that upon written request by the Town Manager, the Town Manager shall be paid his/her accrued but unused vacation time, subject to all IRS and state tax regulations and deductions.

2. Upon termination of employment, the Town shall pay the Town Manager for his/her accrued but unused vacation leave.

B. Sick Leave.

1. The Town Manager shall accrue sick leave as per Town of Camp Verde Personnel Manual.

C. Holidays. The Town Manager shall also be afforded with paid holidays according to the Camp Verde Personnel Manual in effect at that time.

D. Retirement. The Manager’s membership in Arizona State Retirement (ASR) shall be on the same basis as all other Town Employees and the Town’s contribution shall be on the same basis as for all other employees.

SECTION 8. Residency Within the Town.

The Town Council believes that the Town Manager will be more knowledgeable regarding the needs of the Town and its citizenry and better able to meet those needs if he/she resides full time

within the Town limits as required by Town Code 3-1-1. The Town Manager agrees to reside within the Town limits or the 86322 zip code area within 120 days of the date of hire, on a full-time basis and the failure to do so shall be considered good cause for termination.

#### SECTION 9. Performance Evaluation.

A. The Council shall review and evaluate the performance of the Town Manager on or about the first week of February of each calendar year during the period this Agreement is in effect. The review shall be in accordance with specific criteria developed jointly by the Council and the Town Manager. Said criteria may be added to or deleted as the Council may from time to time determine, in consultation with the Town Manager.

B. As and when required pursuant to Section 9.A of this Agreement, the Council and the Town Manager shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the Town of Camp Verde, Arizona, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. Any problem issues must be resolved in a timely manner as agreed mutually between Town and the Manager. If the parties are unable to agree, either party may terminate pursuant to Section 3.A of this Agreement.

#### SECTION 10. Indemnification.

To the extent it may be permitted to do by applicable law, the Town does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and reasonable attorneys' fees incurred in any legal proceedings brought against Manager in the Manager's individual or official capacity as an employee and as Town Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Manager, as an employee of the Town, acting within the course and scope of the Manager's employment with the Town; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determine that the Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the Town or by the Manager. Manager recognizes that the Town shall have the right to compromise and settle any claim or suit. The provisions of this Section 10 shall survive termination, expiration or other end of this Agreement and/or the Manager's employment with the Town.

#### SECTION 11. Notices.

Notices pursuant to this Agreement shall be given: by hand delivery to the party receiving notice; or by deposit in the custody of the United States Postal Service, first class postage prepaid or through overnight carrier service, addressed as follows or as such address may be changed from time to time upon notice to the other. Notice shall be deemed given when delivered, mailed or transmitted by overnight carrier as provided above and shall be deemed received the day it is hand delivered, three business days after being mailed, or one business day after being transmitted by overnight carrier.

Town: Mayor \_\_\_\_\_  
Town of Camp Verde  
473 S. Main St., Ste. 102  
Camp Verde, Arizona 86322

Town Attorney  
Address Line 1  
Address Line 2

Town Manager: \_\_\_\_\_  
Town of Camp Verde  
473 S. Main St., Ste. 102  
Camp Verde, Arizona 86322

Town Manager  
Home Address Line 1  
Home Address Line 2

SECTION 12. General Provisions.

A. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.

B. Severability. The invalidity in whole or part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

C. Conflict of Interest. Pursuant to A.R.S. § 38-511, the Town of Camp Verde may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Town is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the Town of Camp Verde further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town of Camp Verde from any other party to the agreement arising out of this Agreement.

D. Modification or Amendment. Nothing herein shall prohibit the parties from modifying or amending the terms and conditions of this Agreement; provided, however, such amendment or modification shall only be effective if made in writing that is executed by the parties and supported by reasonable and sufficient consideration.

E. Governing Law. This Agreement shall be governed by the laws of the State of Arizona,

and any suit to enforce or interpret any provision hereof or to obtain any remedy with respect hereto may be sought only in the superior court for Yavapai County, Arizona. Each party irrevocably consents to jurisdiction and venue in said court.

F. Waiver. Failure of party to exercise any of its rights with respect to a breach of this Agreement shall not constitute a waiver of the same or similar breach in the future or any right that the party may have with respect to any other breach.

G. Headings. The headings provided in this agreement are for convenience and shall not affect the interpretation or enforcement of this agreement.

H. 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.

IN WITNESS THEREOF, the Town of Camp Verde has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate, the day and year first written above.

\_\_\_\_\_  
Name, Town Manager

\_\_\_\_\_  
Name, Mayor of Camp Verde

Attest:

Approved as to form:

\_\_\_\_\_  
Name, Town Clerk

\_\_\_\_\_  
Name, Town Attorney  
Law Firm

## References in Contract/Agreement Template

### TOWN CODE

#### Town Code SECTION 1-3-2 DEFINITIONS

Council. When the word "Council" is used, it shall mean the Town Council of the Town of Camp Verde.

#### Town Code SECTION 2-1-4 VACANCIES IN COUNCIL

The vacancy shall not reduce any Council quorum requirements.

#### Town Code SECTION 2-3-5 QUORUM

No action shall be taken unless a quorum is present. Four or more Council members (the Mayor counting as a member) shall constitute a quorum for transacting business, but a lesser number may adjourn from time to time to

compel the attendance of absent members. In any meeting where a quorum is present, it shall take a majority vote of the entire Council, or a minimum of four (4) votes, to enact any measure, resolution, ordinance, or other business on the agenda.

#### Town Code SECTION 2-3-6 PREPARATION OF AGENDA

- A. Prior to each Council meeting, or on or before a time fixed by the Council for preparation and distribution of an agenda, whichever is earlier, the Clerk shall collect all written reports, communications, ordinances, resolutions, contracts and other documents to be submitted to the Council, prepare an agenda in consultation with the Manager, Mayor, and no more than two (2) Councilmembers of the Council according to the order of business and furnish each Council member, the Mayor and the attorney with a copy of the agenda and other necessary reports and materials together with a copy of the minutes of the last preceding Council meeting. From time to time, addenda and late additions to the agenda are required and may be authorized by the Manager and Mayor due to extenuating circumstances beyond the control of the person requesting the addendum or late addition. All Council members are authorized to place item(s) on the agenda. Agenda item requests are to be submitted in written form to the Clerk. If the number of scheduled agenda items prevents the scheduling of a requested agenda item, the Mayor (with the consent of the requesting Council member) may schedule the requested item to be heard at the next meeting of the Council.

#### Town Code SECTION 3-1-1 RESIDENCY

Residency within Town limits for department heads or other personnel may be required for certain positions as reflected in the advertising for the position. To satisfy the residency requirements, persons are required to establish residency within the Town of Camp Verde Town limits or the 86322 zip code area within 120 days of the date of hire. There are no exceptions to this requirement. The residency requirements for the Town Manager is set forth in Section 3-2-1 of the Town Code, and residency requirement for the Town Marshal is set forth in Section 3-2-4 of the Town Code.

#### Town Code SECTION 3-1-3 REMOVAL PROVISIONS

- A. Removal for Cause.

The Town Manager and the Town Attorney will be reviewed by the Town Council using procedures that may be adopted by motion of the Council and may be removed from their positions for cause. All other department heads and classified employees report to the Town Manager and may be removed for cause. "Removal for Cause" includes failure to receive satisfactory performance reviews, violation of adopted work rules in the Personnel Handbook, violation of drug policies, conviction of a criminal offense involving moral turpitude, loss of any

professional license or other qualification necessary for the position, and failure to fulfill tasks assigned by the job description.

B. Termination Other than For Cause.

The Town Manager, Town Attorney (if employed by the Town), may be removed by the Council other than for cause, by offering severance pay of six (6) months' salary, conditioned on the employee and Town signing a mutual release for any employment claims, and including other terms mutually agreeable, as may be authorized by ARS §9-239.C, as may be amended.

C. A manager or department head shall provide the Council with thirty days' written notice of intention to resign his position.

**Town Code SECTION 3-2-1 TOWN MANAGER**

A. Office Established. The office of Town Manager is hereby established.

B. Appointment of Town Manager. The Town Manager shall be appointed by majority vote of the Council on the basis of executive and administrative ability and shall hold office at the pleasure of the Council.

C. Eligibility. No member of the Council, their spouse or relatives to the first degree shall be eligible for appointment as Town Manager until one year has elapsed after such Council member shall have ceased to be a member of the Council. Prior to January 2014, the Town Manager shall be a resident of the Town, unless such requirement is waived by the Council. After January 2014, The Town Manager is required to establish residency within the Town limits of the Town of Camp Verde or the 86322 Zip Code area within 120 days of the date of hire. There are no exceptions to this requirement.

D. Powers and Duties of Town Manager. The Town Manager is the administrative head of the government of the Town under the direction and control of the Council, except as otherwise provided in this Article. He shall be responsible for the efficient administration of all the affairs of the Town that are under his control. In addition to his general powers as administrative head and not as a limitation thereon, it shall be his duty and he shall have the following powers:

1. Law Enforcement. To see that all laws and ordinances of the Town and all franchises, contracts, permits, and privileges granted by the Council are faithfully observed and to report any failure in that regard to the Council. The Council shall then give such instruction and direction as it may desire for remedial, corrective or terminating action by the Manager.

2. Authority Over Employees. To control, order and give direction to all heads of departments (other than Council-appointed officers) and to subordinate officers and employees of the Town under his jurisdiction through their department heads.

3. Power of Appointment and Removal. To appoint, remove, promote, and demote any and all officers and employees of the Town, except the Town Attorney and the Town Magistrate, all of whom shall be appointed by the Council. As to these officers, he shall recommend appointment and removal to the Council. All such actions of the Manager shall be subject to all applicable personnel ordinances, rules and regulations, and state statutes.

4. Administrative Reorganization of Offices. To conduct studies and effect such administrative reorganization of offices, positions, or units under his direction as may be indicated in the interest of efficient, effective, and economical conduct of the Town's business.

5. Ordinances. To recommend to the Council for adoption such measures and ordinances as he deems necessary.

6. Attendance at Council Meetings. To attend all meetings of the Council unless the Mayor excuses him individually or unless the Council excuses him, except when his removal is under consideration, in which case the Town Manager's attendance at a meeting shall be

governed by the Arizona Open Meeting Law (A.R.S. § 38-431 et seq., as may be amended). He may present recommendations relative to each item on the agenda for approval, rejection, or modification by the Council, and prepare the agenda as provided in Section 2-3-6.A.

7. Financial Reports. To keep the Council at all times fully advised as to the financial condition and needs of the Town.
8. Budget. To prepare and submit a proposed annual budget and a proposed annual salary plan to the Council.
9. Investigations and Complaints. To make investigations into the affairs of the Town and performance of any obligations of the Town and to report all findings to the Council. Further, it shall be the duty of the manager to investigate all complaints in relation to matters concerning the administration of the Town government. If the investigation involves the conduct of a person reporting directly to the Council (the Town Manager or Town Attorney) the Mayor and Vice-Mayor shall designate a person to conduct the investigation. If the Mayor and Vice Mayor cannot agree on such designation, the matter shall be referred to the Council.
10. Public Buildings. To exercise general supervision over all public buildings, parks, and other public property under the control and jurisdiction of the Council.
11. Additional Duties. To perform such other duties as may be required by the Council, not inconsistent with federal law, state law, or Town ordinances.
12. Salary Schedule. To recommend to the Council, a standard schedule of pay for each appointive office and position in Town service, including minimum, intermediate and maximum rates. To authorize the payment of overtime pay for such employees as may work in excess of a normal work period. Such rates of pay and periods of work shall be in conformity with rates and salaries enacted by the Council.
13. Documents. To sign contracts for budgeted items and other documents that are necessary to conduct the business and affairs of the Town per the Town Policy and Operations Guide.

E. Internal Relations.

1. Council-Manager Relations. The Council and its members shall deal with the administrative services of the Town only through the Town Manager, except for the purpose of inquiry, and neither the Council, nor any member thereof shall give orders or instructions to any subordinates of the Town Manager. The Town Manager shall take his orders and instructions from the Council only when sitting in a duly convened meeting of the Council, and no individual Council member shall give orders or instructions to the Town Manager.

F. Attendance at Commission Meetings. The Town Manager may attend any and all meetings of the planning and zoning commission and all other commissions, boards or committees created by the Council. He shall cooperate to the fullest extent possible with the members of all commissions, boards, or committees appointed by the Council.

G. Other Departments. The Town Manager may, with the concurrence of the Council, establish other departments (in addition to the departments set forth in this Code) to conduct the business and affairs of the Town.

H. Before appointing a person to fill the positions of Town Clerk, Town Marshal, Director of Public Works/Town Engineer or any other department head position, the Town Manager shall solicit input from no more than three persons serving on the Council.

## **PERSONNEL POLICY 7-1-2015**

### **Personnel Policy § 3-2-1 SECTION 3-2-1 PURPOSE**

The classification plan shall be developed and maintained so that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are similarly classified and compensated, and positions substantially different in scope complexity are appropriately classified and compensated.

## **ARIZONA REVISED STATUTES**

### **A.R.S. § 9-303(C) City or town manager**

C. The person appointed to the office of city or town manager shall serve at the pleasure of the governing body of the city or town and may be removed without cause by a majority vote thereof.

### **A.R.S. § 38-511. Cancellation of political subdivision and state contracts; definition**

A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

B. Leases of state trust land for terms longer than ten years cancelled under this section shall respect those rights given to mortgagees of the lessee by section 37-289 and other lawful provisions of the lease.

C. The cancellation under this section by the state or its political subdivisions shall be effective when written notice from the governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time.

D. The cancellation under this section by any department or agency of the state or its political subdivisions shall be effective when written notice from such party is received by all other parties to the contract unless the notice specifies a later time.

E. In addition to the right to cancel a contract as provided in subsection A of this section, the state, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract.

F. Notice of this section shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party.

G. For purposes of this section, "political subdivisions" do not include entities formed or operating under title 48, chapter 11, 12, 13, 17, 18, 19 or 22.