



**RESOLUTION 2011-831**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE  
ARIZONA DEPARTMENT OF TRANSPORTATION.**

*WHEREAS*, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement.

*WHEREAS*, The Arizona Department of Transportation (ADOT) has received funding through the Federal Highway Administration (FHWA) for the design and construction of two sidewalk segments totaling approximately 3,375 feet, along State Route 260 (Project) located within the Town of Camp Verde boundary.

*WHEREAS*, upon Project design completion by the State and approval by the FHWA, the State will advertise, bid and award the construction contract for the Project and carry out the construction administration in coordination with, and acting as Agent for, the Town's project along Finnie Flat Road. Upon completion of the State Route 260 Sidewalk Project the Town will assume maintenance responsibility for the sidewalk and landscaping.

*WHEREAS*, the Mayor and Common Council has reviewed the proposed Intergovernmental Agreement for the Project. **NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde resolve, pursuant to ARS §11-951 through § 11-954 to execute Intergovernmental Agreement/Joint Project Agreement 10-2271 with the Arizona Department of Transportation. Passed and approved by a majority voted of the Common Council at the Regular Session of January 19, 2011.**

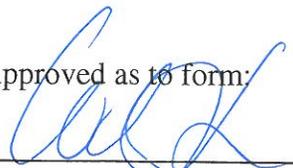
**PASSED AND ADOPTED:**

  
\_\_\_\_\_  
Bob Burnside, Mayor

Attest:

  
\_\_\_\_\_  
Deborah Barber, Town Clerk

Approved as to form:

  
\_\_\_\_\_  
William J. III Sims, Town Attorney

ADOT File No.: IGA/JPA 10-227I  
AG Contract No.: P001 2010 004307  
Project No.: TEA 260- A(201)A  
Project: Sidewalks & Landscaping  
Section: SR 260 Cliffs Parkway-Main St  
TRACS No.: H7171 01C  
Budget Source Item No.: 75310/75312

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF CAMP VERDE

**THIS AGREEMENT** is entered into this date February 3, 2011, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
  3. Such project lies within the boundary of the Town and has been selected by the Town; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
  4. The interest of the State in this project is the acquisition of federal funds for the use and benefit of the Town and to authorize such federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the Town.
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5. This Agreement pertains to the design and construction of two segments of six (6) foot wide sidewalk along State Route 260, one approximately 1,750 linear feet in length on the north side of the highway from an existing Town sidewalk along Cliffs Drive then east to 7th Street, the other approximately 1,625 linear feet in length on the south side of the highway from 7<sup>th</sup> Street then east to Main Street all within the Town of Camp Verde, hereinafter referred to as the "Project". The improvements will also include ADA accessible curb ramps, landscaping and irrigation, street furniture, and may include a pedestrian hybrid beacon at 7th Street. The State shall advertise, bid and award the Project and the Town will maintain the Project.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

### 1. The State will:

a. Prepare and provide design plans, specifications and other such documents and services required for construction of the Project.

b. Upon approval by the FHWA, proceed to advertise for, receive and open bids subject to the concurrence of the FHWA. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. Administer contracts(s) for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by the Project delays attributable to the State.

c. Upon completion of the Project, perform the final inspection and notify the Town in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

d. Not be obligated to maintain said Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid. Hereby also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction.

### 2. The Town will:

a. Upon execution of this Agreement designate the State as authorized agent for the Town.

b. Provide for cost and, as an annual item in the Town's budget, proper maintenance of the Projects including all components, installed and constructed for the Project.

c. Upon completion of the Project, agree to accept and assume full responsibility of said Projects in writing.

d. Provide for cost and, as an annual item in the Town's budget, proper maintenance and emergency repairs of the improvements related to the Project, including all components for the Project cited in Recital 5 of this Agreement. Provide proper and perpetual maintenance for the Project including, but not limited to, keeping sidewalks and ramps reasonably clean and clear of debris and maintaining and repairing landscape surfaces and related swales and embankments. Be responsible for any repairs necessary to keep the sidewalks and ramps compliant with the American with Disabilities Act Accessibility Guidelines.

e. Be responsible for furnishing and maintaining the electrical and solar power and water necessary to maintain the pedestrian hybrid beacon and landscaping and irrigation system, including all testing, adjusting, repairing and operation of the irrigation system.

f. Conduct all maintenance work within the State right-of-way in a manner to minimize traffic congestion and interference with through-traffic. All traffic control will meet the requirements of the most recent Arizona Department of Transportation's "Uniform Traffic Control Manual".

g. Obtain, per established procedures of the State's Prescott Engineering District Permit Office, a valid annual blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the Town within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Prescott District established procedures. The Town agrees all activities performed by the Town under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, subject to budget appropriation, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. To the extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. The cost of construction and construction engineering work under this Agreement is to be covered by federal funds set aside for this Project, up to the maximum available.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The Town warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 amendments and with Arizona Revised Statutes § 41.725.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State or Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the non-appropriating party at the end of the period for which the funds are available. No liability shall accrue to the non-appropriating party in the event this provision is exercised, and the non-appropriating party shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

Town of Camp Verde  
Attn: Ron Long  
395 S. Main Street  
Camp Verde, Arizona 86322  
(928) 567-0534  
(928) 567-1540 Fax

ADOT Transportation Enhancement &  
Scenic Roads Section  
1615 W. Jackson St. MD EM10  
Phoenix, AZ 85007  
(602) 712-6258  
(602) 712-3347 Fax

**For Town Financial Matters:**

Lisa Elliott, Sr. Accountant  
395 S. Main Street  
Camp Verde, Arizona 86322  
Phone # 928-567-6631 ext. 109  
Fax # 928-567-5607

13. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The Town warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Town may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Town or subcontractor is complying with the warranty under paragraph (a).

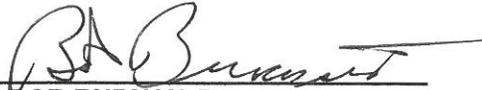
14. Pursuant Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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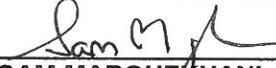
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**TOWN OF CAMP VERDE**

By   
**BOB BURNSIDE**  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
**SAM MAROUFKHANI, P.E.**  
Deputy State Engineer, Development

ATTEST:

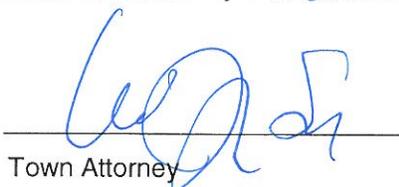
By   
**DEBORAH BARBER**  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CAMP VERDE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 8 day of May, 2011

  
Town Attorney



**RESOLUTION 2011-831**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE  
ARIZONA DEPARTMENT OF TRANSPORTATION.**

*WHEREAS*, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement.

*WHEREAS*, The Arizona Department of Transportation (ADOT) has received funding through the Federal Highway Administration (FHWA) for the design and construction of two sidewalk segments totaling approximately 3,375 feet, along State Route 260 (Project) located within the Town of Camp Verde boundary.

*WHEREAS*, upon Project design completion by the State and approval by the FHWA, the State will advertise, bid and award the construction contract for the Project and carry out the construction administration in coordination with, and acting as Agent for, the Town's project along Finnie Flat Road. Upon completion of the State Route 260 Sidewalk Project the Town will assume maintenance responsibility for the sidewalk and landscaping.

*WHEREAS*, the Mayor and Common Council has reviewed the proposed Intergovernmental Agreement for the Project. ***NOW THEREFORE***, the Mayor and Common Council of the Town of Camp Verde resolve, pursuant to ARS §11-951 through § 11-954 to execute Intergovernmental Agreement/Joint Project Agreement 10-2271 with the Arizona Department of Transportation. Passed and approved by a majority voted of the Common Council at the Regular Session of January 19, 2011.

**PASSED AND ADOPTED:**

Bob Burnside, Mayor

Attest:

Deborah Barber, Town Clerk

Approved as to form:

William J. III Sims, Town Attorney



TOM HORNE  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

SUSAN E. DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: SUSAN.DAVIS@AZAG.GOV

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012010004307 (**IGA/JPA 10-227-I**), an Agreement between public agencies, i.e., The State of Arizona and Town of Camp Verde, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 3, 2011

TOM HORNE  
Attorney General

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:ln:#1599926  
Attachment

ADOT File No.: IGA/ JPA 10-227-I  
ADOT CAR No.: 13-000729-I  
Amendment No. One: 140004024-I  
AG Contract No.: P001 2010 004307  
Project: Sidewalks & Landscaping  
Section: SR 260 Cliffs Parkway/  
Main Street  
Federal-aid No.: TEA 260-A(201)T  
ADOT Project No.: H7171 01C  
TIP/STIP No.:  
CFDA No.: 20.205 - Highway Planning  
and Construction  
Budget Source Item No.: 75310/75312

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF CAMP VERDE

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One")**, entered into this date June 10<sup>th</sup> 2014, 2014, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The Town and State are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 10-227-I, A.G. Contract No. P001 2010 004307, was executed on February 3<sup>rd</sup> 2011, (the "Original Agreement");

**WHEREAS**, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

**WHEREAS**, the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the Town; and

**NOW THEREFORE**, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One is to revise the scope of work and add right-of-way language. The Parties desire to amend the Original Agreement, as follows:

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## **I. RECITALS**

### **Section I. Paragraph 5 is revised, as follows:**

This Agreement pertains to the design and construction of two segments of six (6) foot wide sidewalk along State Route 260, one approximately 4,100 linear feet in length on the north side of the highway from an existing Town sidewalk along Cliffs Drive then east to, Main Street the other approximately 1,625 linear feet in length on the south side of the highway from 7<sup>th</sup> Street then east to Main Street all within the Town of Camp Verde, hereinafter referred to as the "Project". The improvements will also include ADA accessible curb ramps, landscaping and irrigation, street furniture, and may include pedestrian crossing warning signs at 7th Street. The State shall advertise, bid and award the Project and the Town will maintain the Project.

## **II. SCOPE OF WORK**

### **Section II, Paragraph II 1.e is revised, as follows:**

1. The State will:

e. Certify that all necessary State rights-of-way have been or will be acquired prior to advertisement for bid. Hereby also certify that all obstructions on State rights-of-way or unauthorized encroachments of whatever nature, either above or below the surface of the project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction.

### **Section II, Paragraph II.2 e is revised and add Paragraphs II.2.h and II.2.i. as follows:**

2. The City will:

e. Be responsible for furnishing and maintaining the electrical and solar power and water necessary to maintain the landscaping and irrigation system, including all testing, adjusting, repairing and operation of the irrigation system.

h. Where the construction limits encroach within right-of-way owned by the Town, grant the State, without charge, cost or additional documents and agreements, permission to enter into said rights-of-way to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, project construction, inspections, and testing's.

i. Not permit or allow any encroachments upon, or private use of, rights-of-way owned by the Town and located within the construction limits of the project, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

## **III. MISCELLANEOUS PROVISIONS**

### **Section III, Paragraph 14 shall be deleted:**

**EXCEPT AS AMENDED** herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

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**THIS AMENDMENT NO. ONE** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. One the day and year first above written.

**TOWN OF CAMP VERDE**

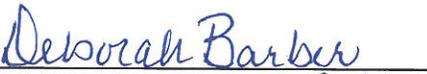
By   
**CHARLES GERMAN**  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
**DALLAS HAMMITT P.E.**  
Senior Deputy State Engineer, Development

ATTEST:

By   
**DEBORAH BARBER** 6-2-14  
Town Clerk

ADOT File No.: IGA/ JPA 10-227-I  
CAR No.:13 - 0000729-I  
Amendment No. One: 14 -0004024-I

**ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE**

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CAMP VERDE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this 15<sup>th</sup> day of May, 2014.

  
\_\_\_\_\_  
Town Attorney

May 14<sup>th</sup> 2014-ly



THOMAS C. HORNE  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

SUSAN E. DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
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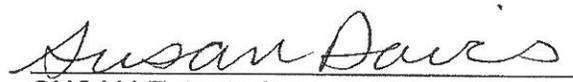
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012010004307 (ADOT IGA/JPA 10-227-I), Amendment No. **One**, an Agreement between public agencies, the State of Arizona and the Town of Camp Verde, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 10, 2014

THOMAS C. HORNE  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:rl:#3845353  
Attachment

**ACTIONS TAKEN  
COUNCIL HEARS PLANNING & ZONING MATTERS  
MAYOR AND COUNCIL  
473 S MAIN STREET, SUITE 106  
WEDNESDAY, MAY 28, 2014 at 6:30 P.M.**

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

1. **Call to Order**  
Mayor German called the meeting to order at 6:30 pm.
2. **Roll Call**  
Mayor Charles German, Vice Mayor Jackie Baker and Councilors Bruce George, Jessie Jones, and Robin Whatley, Carol German and Brad Gordon were present.  
  
Also Present  
Community Development Director Mike Jenkins, Asst. Planner Jenna Owens, and Recording Secretary Marie Moore.
3. **Pledge of Allegiance**  
Councilor George led the pledge.
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
  - a) **Approval of the Minutes:**
    - 1) Regular Session – May 7, 2014
  - b) **Set Next Meeting, Date and Time:**
    - 1) June 4, 2014 at 6:30 p.m. – Regular Session
    - 2) June 11, 2014 at 5:30 p.m. – Work Session
    - 3) June 18, 2014 at 6:30 p.m. – Regular Session
    - 4) June 25, 2014 at 6:30 p.m. – Council Hears Planning & Zoning Matters
  - c) **Possible approval of JPA/IGA 10-227-I, Amendment 1 for the construction of sidewalks on the north and south sides of SR 260, providing pedestrian walkways from Cliffs Parkway to Main Street. This amendment pertains to the design and construction of the two segments along SR 260, a 6-ft wide sidewalk on the north side of SR 260 from Cliffs Parkway to Main Street and the other on the south side of SR 260 from 7<sup>th</sup> Street east to Main Street. Staff Resource: Ron Long**
  - d) **Possible approval of JPA/IGA 14-0041117-I, Main Street, Finnie Flat Rd and Montezuma Castle Highway Intersection (tri-intersection) improvement design, Staff Resource: Ron Long**

On a Motion by George seconded by Baker Council voted unanimously to approve the consent agenda.
5. **Special Announcements and presentations:** - There were no announcements or presentations.
6. **Call to the Public for Items not on the Agenda.**  
  
None
7. **Public Hearing followed by, discussion, consideration, and possible approval of Resolution 2014-916, a resolution of the Common Council of the Town of Camp Verde, Arizona, Yavapai County on Use Permit 20140078, an application submitted by Gary & Jacque Tulin, owners of Zany Grey RV Park located on parcels 404-13-006A, 8.35 acres and 404-13-006B, 16.22 acres for a total of 24.57 acres, The following proposed uses are for both parcels as 93 RV spaces, 50 RV storage spaces, office restrooms/showers/laundry in one building, laundry/utility in another building, recreation area with**

**Ramada, 12 Park Model Units, spa, and 5 storage sheds. Use Permit with no time limit. This property is located at 4500 E. State Route 260.** Staff Resource: Mike Jenkins

- Call for STAFF PRESENTATION
- Declare PUBLIC HEARING OPEN
- Declare PUBLIC HEARING CLOSED
- Call for COUNCIL DISCUSSION

On a motion by Gordon, seconded by George, council voted unanimously to approve Resolution 2014-916, a resolution of the Common Council of the Town of Camp Verde, Arizona, Yavapai County on Use Permit 20140078, an application submitted by Gary & Jacque Tulin, owners of Zany Grey RV Park located on parcels 404-13-006A, 8.35 acres and 404-13-006B, 16.22 acres for a total of 24.57 acres, The following proposed uses are for both parcels as 93 RV spaces, 50 RV storage spaces, office restrooms/showers/laundry in one building, laundry/utility in another building, recreation area with Ramada, 12 Park Model Units, spa, and 5 storage sheds. Use Permit with no time limit. This property is located at 4500 E. State Route 260

8. **Public Hearing, followed by discussion, consideration and possible approval of Resolution 2014-919, a resolution of the common Council of the Town of Camp Verde, Arizona, Yavapai County, on Use Permit 20140060, an application submitted by Mr. Bill Moore, agent for the Shuster Foundation, owner of Jackpot Ranch located on the following parcels 403-17-006K, , 64.75 acres and 403-18-001H, 2.43 acres and 403-18-107C, 4.94 acres for a total of 72.12 acres. The following proposed uses are for the entire 72.12 acres incorporating all three parcels: Horse Motel, Corporate, Spiritual and Governmental Overnight retreats, group activities which would include: weddings, family gatherings, group picnics, equestrian events, charitable and civic events, ice skating rink and mobile western town located at 2025 W. Reservation Loop Rd. Meeting facility with kitchen & outdoor assembly area located at 1879 W. Cimarron Dr.** Staff Resource: Mike Jenkins

- Call for STAFF PRESENTATION
- Declare PUBLIC HEARING OPEN
- Declare PUBLIC HEARING CLOSED
- Call for COUNCIL DISCUSSION

On a motion by German, seconded by Baker, Council unanimously approves moves to approve Resolution 2014-919, a resolution of the common Council of the Town of Camp Verde, Arizona, Yavapai County, on Use Permit 20140060, an application submitted by Mr. Bill Moore, agent for the Shuster Foundation, owner of Jackpot Ranch located on the following parcels 403-17-006K, , 64.75 acres and 403-18-001H, 2.43 acres and 403-18-107C, 4.94 acres for a total of 72.12 acres. The following proposed uses are for the entire 72.12 acres incorporating all three parcels: Horse Motel, Corporate, Spiritual and Governmental Overnight retreats, group activities which would include: weddings, family gatherings, group picnics, equestrian events, charitable and civic events, ice skating rink and mobile western town located at 2025 W. Reservation Loop Rd. Meeting facility with kitchen & outdoor assembly area located at 1879 W. Cimarron Dr. Including the amended verbiage of "300 or more" with reference to the stipulations written with the Use Permit.

9. **Call to the Public for items not on the agenda**

None

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.

Council Reports are covered in the minutes.

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.

Manager/Staff Reports are covered in the minutes.

12. **Adjournment**

The meeting adjourned at 7:55 pm.