

AMENDED AGENDA

REGULAR SESSION/COUNCIL HEARS PLANNING & ZONING MATTERS

MAYOR AND COUNCIL

COUNCIL CHAMBERS-473 S. MAIN STREET, ROOM 106

WEDNESDAY, MARCH 16, 2011

ADDING ITEM 4G



It's in your hands ~ "Build a stronger community – shop locally"

AMENDED AGENDA

REGULAR SESSION/COUNCIL HEARS PLANNING & ZONING MATTERS

MAYOR AND COUNCIL

COUNCIL CHAMBERS · 473 S. Main Street, Room #106

WEDNESDAY, MARCH 16, 2011

at 6:30 P.M.

1. **Call to Order**
2. **Roll Call**
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) Regular Session – March 2, 2011
 - 2) Work Session – February 23, 2011
 - b) **Set Next Meeting, Date and Time:**
 - 1) March 23, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **Cancelled**
 - 2) March 23, 2011 at 5:00 p.m. – Joint Work Session with the Camp Verde Chamber of Commerce
 - 3) March 30, 2011 at 5:00 p.m. – Off-site Retreat for FY 11/12 Budget Strategy
 - 4) April 6, 2011 at 6:30 p.m. – Regular Session – **Cancelled**
 - 5) April 20, 2011 at 6:30 p.m. – Regular Session
 - 6) April 27, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 7) Friday, April 29, 2011 at 1:00 p.m. – Budget Work Session
 - c) **Possible authorization to reappropriate funds in the amount of \$1,060.00 from the Heritage Pool Fund to the Maintenance Fund in order to correct expenditure that were inaccurately coded to the Heritage Pool.** Staff Resource: Ron Long
 - d) **Possible award of contract to Carrier Commercial Services, Carrier Corporation in the amount of \$28,510 for the retrofit of three energy efficient HVAC units at the Camp Verde Library, and authorization to execute the contract. Carrier was the sole bidder on Project #11-087. This is a budgeted item with \$12,316 from Grant Funds, \$12,000 from APS Energy Rebate funds, and \$4,194 from the CIP Fund, Removal of the CVMO Trailer budget.** Staff Resource: Ron Long
 - e) **Possible approval of Resolution 2011-839, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona declaring and adopting the results of the Primary Election held on March 8, 2011.** Staff Resource: Debbie Barber
 - f) **Possible approval for out-of-state travel for Risk Manager Carol Brown to attend the National Public Risk (Insurance) Manager's Association (PRIMA) educational conference in Portland, Oregon, with \$1,750 of expenses to be reimbursed through a stipend/scholarship program.** Staff Resource: Russ Martin
 - g) **POSSIBLE APPROVAL OF RESOLUTION 2011-842 AMENDING RESOLUTION 2011-837, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI, COUNTY, ARIZONA, AMENDING RESOLUTION 2011-837, BY AMENDING THE AUTHORIZATION OF THE EXPENDITURE OF BUDGETED FUNDS IN THE AMOUNT OF \$26,250 BY REDUCING IT TO \$10,000 TO CONTINUE SUPPORT OF THE OPERATIONS AT FORT VERDE STATE HISTORIC PARK FROM MARCH 29, 2011 THROUGH JUNE 30, 2011.**
5. **Special Announcements & Presentations – Welcome to New Businesses for the month of February**
 - ❖ AZ Sign & Graphics, Inc. – Lakeside, AZ
 - ❖ Hoskin Ryan Consultants – Phoenix, AZ
 - ❖ J&S Painting, 1931 Royal Way, Camp Verde

Proclamations

- ❖ Possible approval of a proclamation declaring April as "Substance Abuse Awareness Month"
- ❖ Possible approval of a proclamation declaring April as "Fair Housing Month"

6. **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.
7. **Call to the Public for items not on the agenda.**
8. **Discussion, consideration, and possible approval of Liquor License Application for Barbara Ackerman Goetting, The Horn located at 348 S. Main Street, Ste. #17, Camp Verde. Staff Resource: Deborah Barber**
9. **Discussion, consideration, and possible approval of Resolution 2011-836, a resolution of the Common Council of the Town of Camp Verde approving Use Permit 2011-01 on parcel 404-18-171H, 4.96 acres for the operation of a private party event site that includes the operation of a commercial kitchen and retail sales. Use permit in perpetuity. The location of the site is at 115 W. Camp Lincoln Road. Staff Resource: Jenna Owens**
 - Call for STAFF PRESENTATION
 - Declare PUBLIC HEARING OPEN
 - Call for APPLICANT'S STATEMENT
 - Call for COMMENT FROM OTHER PERSONS (either in favor or against)
 - Call for APPLICANT'S REBUTTAL (if appropriate)
 - Declare PUBLIC HEARING CLOSED
 - Call for COUNCIL DISCUSSION
10. **Discussion, consideration, and possible direction to staff to proceed with the preparation of a purchase agreement for 16.76 acres on Industrial Drive for the price of \$1,390,800 and to provide Council with potential financing options for the purchase of this property. Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(7) for discussions or consultations with designated representatives of the Council in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property. Staff Resource: Ron Long**

Councilor Roulette requested the following item:

11. **Discussion, consideration, and possible direction to staff to amend Town Code Section 1-1-6, Parks – Alcohol Use as determined by Council. The Code currently allows alcohol at Ft. Verde Days, the Pecan & Wine Festival, and the Crowdad Festival. However, the Crowdad Festival has been cancelled.**
12. **Call to the Public for Items not on the Agenda.**
13. **Advanced Approvals of Town Expenditures.** There are no advanced approvals.
14. **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.
15. **Adjournment**

Posted by: W Jones Date/Time: 3-15-2011 1:30 p.m
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.



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: March 16, 2011

Meeting Type:

Consent Agenda – Special Announcements Regular Business Work or Special Session

Reference Document: Resolution 2011-842 and Contract Amendment with revisions

Agenda Title (be exact):

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING RESOLUTION 2011-837, BY AMENDING THE AUTHORIZATION OF THE EXPENDITURE OF BUDGETED FUNDS IN THE AMOUNT OF \$26,250 BY REDUCING IT TO \$10,000 TO CONTINUE SUPPORT OF THE OPERATIONS AT FORT VERDE STATE HISTORIC PARK FROM MARCH 29, 2011 THROUGH JUNE 30, 2011.

Purpose and Background Information:

During a Regular Session meeting held on March 2, 2011, Council approved an amendment to the contract between the Town and the Arizona State Parks Board by extending the agreement from March 29, 2011 to June 30, 2011 as well as, approval of additional funding needed to cover the Park's operational costs in the amount of \$26,250 for this remaining quarter.

However, staff was notified this morning from State Parks representatives that the contract amendment they had forwarded for approval needed to be amended due to the fact that they anticipate needing much less funding to operate the Park for this last quarter; in fact, instead of the previously approved \$26,250 they are requesting only \$10,000. This request will save the Town \$16,250.

Recommendation (Suggested Motion):

Move to approve A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING RESOLUTION 2011-837, BY AMENDING THE AUTHORIZATION OF THE EXPENDITURE OF BUDGETED FUNDS IN THE AMOUNT OF \$26,250 BY REDUCING IT TO \$10,000 TO CONTINUE SUPPORT OF THE OPERATIONS AT FORT VERDE STATE HISTORIC PARK FROM MARCH 29, 2011 THROUGH JUNE 30, 2011.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Administration

Contact Person: Russ Martin

Supporting Documents attached: Yes No N/A (If yes, list detail below)

- 1) Resolution 2011-842 # of pages 1
- 2) Contract Amendment # of pages 2
- 3) _____ # of pages _____

- 4) _____ # of pages _____
- 5) _____ # of pages _____
- 6) _____ # of pages _____
- 7) _____ # of pages _____

Instructions to Clerk:

Action Report prepared by: Valerie House

**TOWN OF CAMP VERDE
RESOLUTION 2011-842
AMENDING RESOLUTION 2011-837**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
AMENDING RESOLUTION 2011-837,
BY AMENDING THE AUTHORIZATION OF THE EXPENDITURE OF BUDGETED FUNDS IN THE AMOUNT OF
\$26,250 BY REDUCING IT TO \$10,000 TO CONTINUE SUPPORT OF THE OPERATIONS AT FORT VERDE
STATE HISTORIC PARK FROM MARCH 29, 2011 THROUGH JUNE 30, 2011.**

WHEREAS, the BOARD is the owner of, and has the authority to manage the Fort Verde State Historic Park (PARK), and additionally has the responsibility pursuant to A.R.S. § 41-511.04 (A)(I) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; and

WHEREAS, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate the PARK. The TOWN is willing to donate monies to augment the operation and to take on maintenance responsibility of the PARK for a period of time or until the BOARD improves its resource position to fund the PARK; and

WHEREAS, the Town has appropriated a gross expense of \$26,250 to cover operational costs from March 29, 2011 through June 30, 2011 and the actual cost requested by the Arizona State Parks Board will be \$10,000;

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE TO AMEND THE INTERGOVERNMENTAL AGREEMENT AS FOLLOWS:

- A. Extend the expiration date to June 30, 2011.
- B. Authorize the budgeted expenditure of \$10,000 to support the operational costs of Fort Verde State Historic Park through the end of Fiscal Year 2010/11.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 16th day of March, 2011 by a vote of ___ ayes and ___ nays.

Bob Burnside, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Deborah Barber, Town Clerk

William J. Sims, Town Attorney



CONTRACT AMENDMENT

Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007

Contract Number: PR10-032

Amendment No: 1

Purpose: Extend Partnership Agreement for Ft Verde State Park

Original Execution:
3/24/10

Agreement Expiration: 3/29/11

Amendment Issued 3/14/11

Contractor: Town of Camp Verde

Contract Officer:
Ray Warriner
Phone: 602-542-2146
Email: rlw@azstateparks.gov

In accordance with the above-mentioned Agreement, the following sections are amended as follows:

1. PAGE 1, Section 2. Duration, Default, Termination, Disposal of Property:
Replace March 29, 2011 with June 30, 2011.
2. REPLACE PAGE 2, Section 4. The TOWN Shall, with the following:
 - A. Donate \$10,000 (\$3,333 monthly) for operation of the PARK for the period of March 30, 2011 through June 30, 2011.
3. PAGE 6, Section 10 Intergovernmental Agreement Requirements:
Attach authenticated copy of the TOWN's action authorizing this amendment.
4. All other provisions of this agreement shall remain in full force and effect.
5. In the event of a conflict between the original and previous amendments, the terms of this amendment shall prevail.
6. Please review, sign, and return to Margaret Fernandez at the above address on or before MMDD 2011.
7. Signature Authority
 - A. This Amendment is entered into and is effective as of the date of the last signature.
 - B. By signing below, the signer certifies the authority to enter into this Amendment and has read the foregoing and agrees to accept the provisions herein.
 - C. This contract may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

RESERVED FOR ARIZONA STATE PARKS

RESERVED FOR TOWN OF CAMP VERDE

Signature	Date	Signature	Date
Renée E. Bahl, Executive Director		Bob Burnside, Mayor	
Arizona State Parks Board <small>Typed Name and Title</small>		Town of Camp Verde <small>Typed Name and Title</small>	
1300 W. Washington <small>Entity Name</small>		473 S. Main Street, Suite 102 <small>Entity Name</small>	
Phoenix, AZ 85007 <small>Address</small>		Camp Verde, AZ 86322 <small>Address</small>	
City	State	Zip	

RESERVED FOR THE ATTORNEY GENERAL

RESERVED FOR THE TOWN OF CAMP VERDE ATTORNEY

<p>Attorney General has been reviewed pursuant to A.R.S. 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General this</p> <p>_____ day of _____, 2011</p> <p>TOM HORNE The Attorney General</p>	<p>I have reviewed the Intergovernmental Agreement between Arizona State Parks Board and the Town of Camp Verde and declare this agreement to be in proper form and within the powers of authority granted to the Town under the laws of the State of Arizona this</p> <p>_____ day of _____, 2011</p>		
Assistant Attorney General Signature	Date	Town Attorney Signature	Date

RESERVED FOR THE TOWN CLERK



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1300 W. Washington
Phoenix, AZ 85007

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Amendment No: 1

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**Amendment
Issued** 3/14/11

Contractor: Town of Camp Verde

Contract Officer:
Ray Warriner
Phone: 602-542-2146
Email: rlw@azstateparks.gov

I, _____, Clerk of the Town of Camp Verde, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and the Town of Camp Verde, was passed and adopted by the Town Council of the Town of Camp Verde, at the regular meeting held this ____ day of _____, 2011.

ATTEST

TOWN Clerk Signature

Date



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AGENDA

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15. **Adjournment**

Posted by: *D. Jones* Date/Time: *3-10-2011* *9:15 a.m.*
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.

1/0.1

**DRAFT MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, MARCH 2, 2011
6:30 P.M.**

Minutes are a **summary** of the actions taken. They are not verbatim.
Public input is placed after Council motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion

1. **Call to Order**

The meeting was called to order at 6:30 p.m.

2. **Roll Call**

Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, Garrison, Baker, Roulette and German were present.

Also Present: Town Manager Russ Martin, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by German .

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 – February 16, 2011

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

1) March 9, 2011 at 6:00 p.m. – Work Session

2) March 16, 2011 at 6:30 p.m. – Regular Session

3) March 23, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters

c) **Possible approval of the proposed Budget Calendar for FY 2011/12** Staff Resource: Russ Martin

d) **Possible approval of Resolution 2011-837, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, ("Town") amending Resolution 2010-806, and amending an Intergovernmental Agreement ("IGA") between the Town of Camp Verde and the State Parks Board ("Board"), allowing for an extension of the expiration date from March 29, 2011 to June 30, 2011 and authorizing the expenditure of budgeted funds in the amount of \$26,250 to continue support of the operations at Fort Verde State Park ("Park").** Staff Resource: Russ Martin

On a motion by Kovacovich, seconded by Baker, Items 4.b) and d) from the Consent Agenda were unanimously approved as presented.

Councilor Whatley requested that Item 4.a) be pulled from the Consent Agenda, and Town Manager Martin requested that Item 4.c) be pulled as well, for separate discussions.

4.a) Approval of the Minutes:

Whatley requested that Page 5 of the Minutes of February 16, 2011, beginning with the Council Discussion after the Public hearing closed, be corrected to reflect that the Town Manager was responding to Whatley, not Garrison. Garrison requested that the language on Page 3 of the Minutes of February 16, 2011 summarizing the comment from the Developer, Al Dupuy, include his statement that he "had not done anything on this project." Garrison said she believed that the statement could prove to be crucial if any question arose in the future; Martin said that it was important to include, since it was confirmation that it was the developer's choice to not do anything, not because of any action of the Town; after discussion, the Council agreed on the clarifying language to be inserted into the Applicant's Statement.

On a motion by Garrison, seconded by Roulette, the Council unanimously approved the Minutes of February 16, 2011, with the changes requested by Garrison and Whatley.

4.c) Possible approval of the proposed Budget Calendar for FY 2011/12.

Burnside said that the Council would now vote on a) or discuss c). Addressing c), Martin pointed out that the Budget work sessions scheduled for April 29 and May 6 were for Friday afternoons, instead of Thursdays when the past sessions had been held. After discussion, it was agreed that Friday afternoons would work; any staff attending would be department heads, on salary. Martin said that as the Budget discussions commence, he will bring back a revised calendar, if changes become necessary.

On a motion by Kovacovich, seconded by Garrison, the Council unanimously approved **Item a)** with the changes made by Whatley and Garrison, and **Item c)**, the proposed Budget Calendar for FY 2011/12, subject to later changes.

5. Special Announcements & Presentations

There were no special announcements or presentations.

6. Council Informational Reports.

There were no Council informational reports.

7. Call to the Public for items not on the agenda.

(Comments from the following individual are summarized.)

Sheila Stubler, Park Ranger, extended an invitation to everyone to attend the upcoming "History of the Soldier" event to be held on April 9 and 10, 2011, and distributed flyers to be handed out to publicize the event. She also announced the Kids' Day event scheduled for Friday April 8, 201, hoping for a good turnout. Ms. Stubler expressed her gratitude for the Town's support of Fort Verde State Park, and encouraged all to come out to see the new roofing and other renovation work being done at the Fort.

There was no further public input.

8. Discussion, consideration, and possible approval of Liquor License Application for John Perhne-The Valley View Restaurant and Copper Room Lounge located at 102 W. Arnold Street in Camp Verde. Staff Resource: Deborah Barber

On a motion by Garrison, seconded by German, the Council unanimously approved the Liquor License Application for the Valley View Restaurant.

Town Clerk Barber explained that this item is a new liquor license for the Valley View Restaurant and Copper Room Lounge; it has been posted for the required time and no comments have been received. The owners are present.

John Perhne said that they have heard from the whole town, McGuireville, Sedona, Flagstaff, and Phoenix; the word is getting out. He said he appreciates the Council's support. In response to a question, Mr. Perhne said the Copper Room will be open as soon as the application has been approved.

9. Call to the Public for Items not on the Agenda.

There was no public input.

10. Advanced Approvals of Town Expenditures.

There were no advanced approvals.

11. Manager/Staff Report

Martin reminded everyone of the April 6th tourism event, and wanted to know who was planning to attend; Burnside said he was planning on going; Kovacovich said he might, and will let Martin know as soon as possible. Martin raised the possibility that it may be necessary to cancel the April 6 Council meeting. Martin reviewed his actions he will be taking regarding proposed Senate Bill 1525 having to do with impact fees,

written by the Homebuilders Association, that would make it difficult for any community to impose those fees legally; and encouraged the Council members to contact legislators as well. Martin distributed copies of a draft letter from the Mayor in Prescott Valley outlining current Senate and House bills that have issues that would affect Camp Verde if they are passed.

A recess was called at 6:55 p.m.; the meeting was called back to order at 7:01 p.m.

12. Recess to a Work Session to discuss and possibly provide direction to staff relative to proposed changes to the Town Code.

There was no action taken.

Burnside introduced Item 12, and the Council commenced the subject Work Session. Burnside first requested a clarification from Barber regarding motions made during Work Sessions. Barber explained that if it is agendaized, a motion can be made. The motion made and vote taken during the recent Work Session for the Town Manager to move on with his three-year strategic planning for the budget and all was direction to staff and was therefore legal.

Barber explained how she had highlighted in yellow the changes that had been suggested, and noted that comments had been included in the margins, based on conversations with Council members. Following this review the entire document will be brought back for further direction. The entire Flagstaff fireworks ordinance has been included for review; there has been no comment received yet from the Fire Department, and Barber is not sure at this point that they approve. Burnside requested clarification from Barber that everyone had the same document, page by page, to be reviewing. A question arose on the change for posting of Council meetings and agendas set forth on Page 10; Martin suggested revising the language to reflect, "Notice of Council meetings and agendas shall be posted at Town Hall, currently the Basha's Store at Outpost Mall, and on the Town's website." Also on Page 10, Preparation of Agenda, change to "no more than two (2) members of the Council..." A detailed discussion addressed the issue of being able to bring items back to an agenda after Council has voted on an item, an explanation of the rules for reconsideration, and the 90-day "cooling-off" period proposed by staff based on Council's previous comments. It was suggested that language be added to the last paragraph on Page 10 as follows, in part: "...If the number of previously and/or proposed scheduled agenda items..." The discussion included concern over possibly limiting the ability of Council members to do what each one feels is important to proceed with the public business, as well as concern for the public being able to depend on the Council vote when it is made.

PUBLIC INPUT

(Comments from the following individual are summarized.)

John Meredith said that the Mayor is in charge; that is what it comes down to. His experience as head of committees through the years has shown that once the vote on an issue is complete, it is finished and you go on to a different agenda. It is up to the Chairman to decide if it comes back, no matter how critical it is, it no big deal. The Mayor should shut it down; go on to the next agenda.

There was no further public input.

After further discussion of the issue of bringing items back to an agenda, a consensus of the members indicated that the majority favored leaving the current procedure in place.

Martin continued the discussion with a review of the remaining changes. Referring to No. 13 on Page 15, the issue of the Town Manager having authority to sign contracts, and the monetary limits, was discussed; it was noted that whatever is agreed upon will be set forth in the new Code, the Policy and Operations Guide, and the Financial Guidelines. Burnside commented that the issue will be marked to come back to for further discussion. It was agreed to change the title of Director of Community Development to "Development and Building Services Director." Addressing Article 4-3 Meetings, it was agreed to revise the sentence structure

in Paragraph A. to state, in part: "The supporting department of each Board and Commission shall provide for the posting..." Martin discussed with the members the sections relating to peddlers, door-to-door sales or solicitations, and bond requirements; the general consensus was to leave the proposed language as it is; Burnside suggested, and there was some agreement, that it needs to be "tweaked" a bit.

Martin pointed out that the proposed Fireworks section is essentially the Flagstaff ordinance, word-for-word. He said that the sale of fireworks issue at this point may be a moot point; there is currently a conflict between two different pieces of legislation being proposed that would have an effect on this draft ordinance; it will evolve over the next few weeks and be subject to change

The meeting was called back to order at 9:10 p.m.

13. Adjournment

On a motion by German, seconded by Baker, the meeting was adjourned at 9:11 p.m.

Bob Burnside, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 2nd day of March 2011. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2011.

Debbie Barber, Town Clerk

4. a. 2

**DRAFT MINUTES
WORK SESSION
MAYOR and COMMON COUNCIL of the TOWN OF CAMP VERDE
COUNCIL CHAMBERS - 473 S. Main Street, #106
WEDNESDAY, FEBRUARY 23, 2011
6:00 p.m.**

Minutes are a summary of discussion only. They are not verbatim.
Public input is placed after Council discussions/motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion

1. Call to Order

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

2. Roll Call

Mayor Burnside, Vice Mayor Kovacovich, and Councilors Baker, Garrison, German, Roulette, and Whatley were present.

Also Present:

Town Manager Russ Martin, Special Project Manager Matt Morris, and Deputy Town Clerk Virginia Jones

3. Pledge of Allegiance

Councilor Kovacovich led the pledge.

4. Discussion, consideration, and possible direction to staff, in preparation for fiscal year budget 2011/2012, relative to the Town of Camp Verde's cash reserve, to include, but not limited to, discussion regarding their status and town policy, along with a presentation by the Town Manager.

On a motion by Baker, seconded by Garrison, Council directed the Manager to move forward with developing a budget that reflects the needs of the community for the next three years, plan our reserves, even if it means running in a deficit.

Manager Martin explained to Council that he was seeking direction relative to developing the 2011/2012 budget, noting that he hoped to focus toward the Town's future. Martin noted that Council has the authority to increase the tax base, however; based on the November election, the voters were not interested in this option. Martin explained to Council that there are policies in place that restrict some funds and other funds that are dictated by the State. Martin explained that if Council has cash funds available in the range of one to one and one-half million dollars that is unrestricted, the Town could survive by approving a deficit budget over a two to three year time. Martin explained the Town is already seeing a savings in salaries alone, by not replacing employees that have left.

5. Adjournment

On a motion by Roulette, seconded by Baker, the Mayor adjourned the meeting at 6:24 p.m.

Bob Burnside, Mayor

Virginia Jones, Deputy Town Clerk

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the discussion 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 February 23, 2011. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2011.

Deborah Barber, Town Clerk

H.C



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: March 16, 2011

Meeting Type:

Consent Agenda – Special Announcements Regular Business Work or Special Session

Reference Document: N/A

Agenda Title (be exact): Discussion, consideration and possible authorization to re-appropriate funds in the amount of One Thousand Sixty Dollars (\$1,060) from the Heritage Pool Fund to the Maintenance Fund in order to correct expenditures that were inaccurately coded to the Heritage Pool Fund

Purpose and Background Information: During the 2010/2011 budget planning session, funds were approved to repair two (2) pumps. Inadvertently, both pumps were identified as pool pumps and accounted for in the Heritage Pool Budget. One pump is a grounds irrigation pump. The request for the re-appropriation of funds simply transfers funds that have been approved for this repair to the correct department. This accounting function enables the Maintenance Dept. to accurately track the expenditure of budgeted funds.

Recommendation (Suggested Motion): (Suggested Motion):): Move to re-appropriate One Thousand Sixty Dollars (\$1,060.00) from the Heritage Pool Fund; Pool Equipment Maintenance and Repair to the Maintenance Fund; Grounds

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Public Works

Contact Person: Ron Long

Supporting Documents attached: Yes No N/A (If yes, list detail below)

- 1) _____ # of pages _____
- 2) _____ # of pages _____
- 3) _____ # of pages _____
- 4) _____ # of pages _____
- 5) _____ # of pages _____

Instructions to Clerk: N/A

Action Report prepared by:

Submitter's Signature: D. Ranney *D. Ranney* Date: 03/07/2011

Recipient (Clerk's Office) Signature: *D. Jones* Date: 3-7-2011

4d



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: March 16, 2011

Meeting Type:

Consent Agenda – Special Announcements **Regular Business** **Work or Special Session**

Reference Document: Contract #11-087 and Bid Documents: Town of Camp Verde Library HVAC Retrofit Project

Agenda Title (be exact): Discussion, consideration and possible award of contract to Carrier Commercial Services, Carrier Corporation, in the amount of \$28,510.00 for the retrofit of three (3) Energy Efficient HVAC units at the Town of Camp Verde Library as advertised in Request For Bid #11-087.

Purpose and Background Information: The project is intended to upgrade and reduce energy consumption. It consists of: removal of three (3) 1970's circa HVAC units, and the installation of three (3) high efficient, Energy Star rated HVA/C units with programmable thermostats.

This project was advertised for bid on January 25, 2011. A pre-bid meeting was held on February 15, 2011. The bid opening was March 01, 2011. Representatives from five companies attended the pre-bid meeting. However, only one company submitted a bid. The sole bidder, Carrier Commercial Services, submitted a total bid of \$28,510.00

Staff has compared pricing for similar HVAC units and found the submitted bid to be competitive with current industry pricing.

FUNDING SOURCE(S):

Grant Funds: \$12,316.00 - American Recovery and Reinvestment Act (AARA)/ Department of Energy Grant awarded to Camp Verde in May 2010*.

Rebate Funds \$12,000- APS Energy Rebate received for the Public Works Project; Council re-appropriated this amount for the Library project at the February 2, 2011, Regular Meeting**.

CIP Funds: \$4,194.00 - Capital Improvement Fund, Removal of the CVMO Trailer budget***.

*Original amount of the AARA Grant awarded to the Town was \$91,150.97, less \$78,834.48 expended for the retrofit of nine (9) HVAC units at the Public Works Building.

**Staff has submitted the Pre-Notification Request to APS and may be eligible for an additional rebate of \$2,824.00 upon the complete installation of the HVAC units and thermostats at the Library. Any rebate received would be deposited into the General Fund.

***The old CVMO Trailer was partially attached to the Library Annex. The 2010/2011 CIP fund provided \$20,000 for the removal of the trailer and cosmetic repairs to the exterior of the Library Annex after the removal. There was no cost to the Town associated with the removal, as the trailer was sold at auction on August 23, 2010 for \$2,550.

BENEFITS:

The three new units are high efficient Energy Star rated; reducing monthly energy costs at the Library. Programmable thermostats will further reduce energy costs by allowing temperatures to be set according to occupancy times. It is noteworthy to consider that both the Public Works and the Library Retrofit projects (a total of 12 units) will be 98.7% paid for from the AARA Grant and the Rebates from APS.

Recommendation (Suggested Motion): (Suggested Motion): Move to award the contract to Carrier Services- Carrier Corporation, and authorize the execution of the Town of Camp Verde Library HVAC Retrofit Project #11-087 in the amount of Twenty Eight Thousand Five Hundred Ten Dollars (\$28,510)

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Public Works

Contact Person: Ron Long

Supporting Documents attached: Yes No N/A (If yes, list detail below)

- | | | |
|-------------------------------------|--|-------------------|
| <input checked="" type="checkbox"/> | 1) _Agreement 11-087 w/ Exhibits A, B, C, D, E____ | # of pages __65__ |
| <input checked="" type="checkbox"/> | 2) _Bid Request Log_____ | # of pages __1__ |
| <input checked="" type="checkbox"/> | 3) _Pre-Bid Sign in Sheet_____ | # of pages __1__ |
| <input type="checkbox"/> | 4) _APS Notification of Estimated Rebate____ | # of pages __1__ |
| <input type="checkbox"/> | 5) _____ | # of pages _____ |

Instructions to Clerk: Mayor Burnside & Russ Martin to execute Agreement, Clerk to Attest. Obtain Carrier Corp. Signature on Agreement: send to Carrier Commercial Service, att: Cherokee Larson, 3802 E University, Suite 1, Phoenix, AZ 85034. Mayor Burnside to execute Carrier Corporation "Proposal" page three (see Exhibit B) and return one original to Carrier w/request for Carrier's execution of Town Agreement

Action Report prepared by: D. Ranney

TOWN OF CAMP VERDE



**PROJECT BID E-Mailed
11-087
Energy Efficient Library HVAC Retrofit (EECBG)**

Page 1 of 1

norman.neracker@carrier.utc.com (norman.neracker@carrier.utc.com) - Carrier Corp.

lometo@cox.net (lometo@cox.net) - BAP

ghdm_warehouse@commspeed.net (ghdm_warehouse@commspeed.net) – Goettl's

cwagner@verdesolair.com (cwagner@verdesolair.com) – Verde Sol Air

[Moyers HVAC \(moyershvac@qwestoffice.net\)](mailto:moyershvac@qwestoffice.net) (moyershvac@qwestoffice.net) – Moyers

[Oak Creek Sheet Metal <oakcreeksm@qwestoffice.net>](mailto:oakcreeksm@qwestoffice.net)

www.campverde.az.gov

Central Arizona Plan Exchange _ Cottonwood Office

Bid into.



**Solutions for
Business**

March 1, 2011

Ron Long, P.E.
Public Works Director
Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

RE: APS Solutions for Business Project ID#: APS5575
Application Type: Prescriptive Measures - Retrofit
Project Name: Town of Camp Verde Library HVAC

Dear Ron Long, P.E.,

We are pleased to inform you that the Arizona Public Services (APS) Solutions for Business Program received your Pre-Notification Application and that we have reserved \$2,824.04 of incentive funds for your project. Funds will be reserved until 7/1/2011, unless the applicant requests and is granted an extension. Funds that have been reserved are not transferable to other projects, facilities, and/or customers.

Please note that the actual incentive amount paid will be based on our review of the final application and supporting project documentation of equipment installed. All required documentation must be received within 6 months of project completion to be considered.

To facilitate timely processing of your Final Application, please submit all requested supporting documentation as listed in the specification pages of the application. The most recent versions of the applications are available on the program website.

We appreciate your interest in the APS Solutions for Business Program and look forward to working with you to help us achieve our goal of conserving energy in Arizona. If you have questions, please don't hesitate to call the APS Solutions for Business Team at 1-866-277-5605 or email us at APS.solutionsforbusiness@kema.com.

Sincerely,

A handwritten signature in cursive script that reads "Breelyn Brown".

Breelyn Brown
Program Coordinator
APS Solution for Business Team

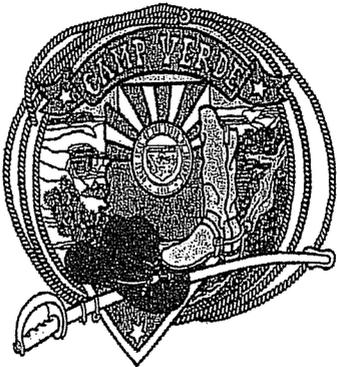
**TOWN OF CAMP VERDE
YAVAPAI COUNTY, ARIZONA
BUSINESS REGISTRATION**

This certifies that

Carrier Corporation

CERTIFICATE #2022

*has registered with the Town to conduct business in the
Town of Camp Verde, AZ 86322*



HVAC Contractor
Type of Business

June 1, 2010 through May 31, 2011

Valid Through

Valid Through

Deborah Barber

Town Clerk

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		35BQ6XAF	DATE (MM/DD/YYYY) 06/11/2010
PRODUCER MARSH USA INC. ONE STATE STREET HARTFORD, CT 06103-3187		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CARRIER CORPORATION ONE CARRIER PLACE FARMINGTON, CT 06034-4015		INSURERS AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co INSURER B: Ins Co of the State of PA INSURER C: Illinois National Ins Co. INSURER D: Chartis Casualty Company INSURER E: New Hampshire Insurance Co	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	02CSET10004	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		\$2,000,000 general aggregate per location/project \$10,000,000 policy general aggregate		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	02CSET10000 (A/O) 02CSET10019 (HI) Hartford Underwriters Ins	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	020342: NJ-393, CA-397 TX-394, FL-401, MULTI-396, OR-398 MN-395, MULTI-399, 400	04/01/2010	04/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CT WORKERS COMPENSATION (SIR 2.5MM) EXCESS COVERAGE - NATIONAL UNION FIRE INSURANCE CO - POLICY NO. 0910567
 The Town of Camp Verde is an additional insured for general liability, but only with respect to liability arising out of Carrier Corporation's ongoing work for the additional insured as required by written contract.

CERTIFICATE HOLDER

THE TOWN OF CAMP VERDE
 473 S. MAIN STREET
 CAMP VERDE, AZ 86322

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James T. Haggerty

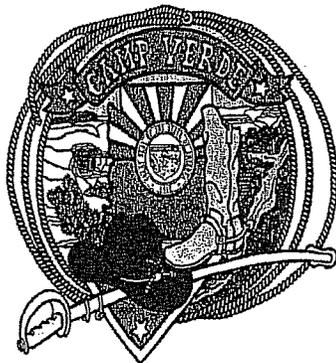
**TOWN OF CAMP VERDE
YAVAPAI COUNTY, ARIZONA
BUSINESS REGISTRATION**

This certifies that

Mostert Cranes & Equipment Inc.

CERTIFICATE #2049

*has registered with the Town to conduct business in the
Town of Camp Verde, AZ 86322*



Crane Rental
Type of Business

August 1, 2010 through July 31, 2011

Valid Through

Valid Through

Deborah Barber

Town Clerk



CERTIFICATE OF LIABILITY INSURANCE

OP ID SR

DATE (MM/DD/YYYY)

08/10/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Emery & Kainney, Inc. 17933 NW Evergreen Parkway Suite 350 Beaverton OR 97006 Phone: 503-941-8009 Fax: 503-941-8013		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: MOSTE-1	
INSURED <input checked="" type="checkbox"/> Mostert Cranes & Equipment Inc PO Box 25243 Prescott Valley AZ 86312-5243		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Interstate Fire & Casualty Co 22829	
		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSK LTR	TYPE OF INSURANCE	ADD/CHG/INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hook Liability <input checked="" type="checkbox"/> Over the Road GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	GLC1001910 300,000/600,000 MOBILE EQUIPMENT	06/24/10	06/24/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS (VEHICLES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: EECBG R016-10-04; Town of Camp Verde Project #10-079; The Town of Camp Verde is named as additional insured, only as pertains to Mostert Cranes work and only while the crane is onsite at 395 S Main Street, Camp Verde during work time on 08/12/10 and 08/13/10, per the attached endorsement.

CERTIFICATE HOLDER TOWN009 Town of Camp Verde 473 S Main Street Campe Verde AZ 86322	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

[Close Window](#)



The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in **A.R.S. 32-1104A3**. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaim.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 074026 (Monday, March 7, 2011 3:48:41 PM)

Contractor	License
Name/ Address/ Phone	Class Type Entity
Carrier Corporation 3802 E University Dr Ste 1 Phoenix, AZ 85034-7219 Phone: (602) 470-2040 <u>Status/ Action</u> CURRENT	L-39 COMMERCIAL CORPORATION Issued/Renewal First Issued: 12/31/1987 Renewed Thru: 06/30/2012
License Class & Description L-39 AIR CONDITIONING AND REFRIGERATION	

Comments

- ●[TEMP LIC ISSUED 7/87]
- ●[SEE MASTER FILE FOR ADD'L OFFICERS]
- ●[QP RESIGN DP 6/2/04]
- ●[SUSP 7/31/04 - 8/6/04 LACK OF QP]
- ●[NEW QP DP 8/9/04]
- ●[SUSP 7/1/04 - 9/10/04 RENEWAL]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Henry J Verde

Position QP/EMPLOYEE **Qual. Date** 12/31/1987

Name Ronald Earl Bruehlman

Position OFFICER

Name Donald Kenneth Cawley

Position OFFICER

Name Geraud Darnis

Position OFFICER

Name Von Witzky Von Witzky Christopher Herbert

Position OFFICER

Name Brian David Collins

Position FORMER QP/OFFICER **Inactivation Date** 08/27/1992

Name Lawrence Henry Dayton

Position FORMER QP/OFFICER **Inactivation Date** 01/30/2001

Name Michael Robert Flores

Position FORMER QP/OFFICER **Inactivation Date** 06/01/2004

Name Robert James Johnson

Position FORMER QP/OFFICER **Inactivation Date** 10/18/1994

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 0 This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.

Closed Cases

Disciplined: 0 This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.

**Resolved/Settled/
Withdrawn:** 0 This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.

Denied Access: 0 This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.

Bankruptcy: 0 This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

How to collect from a license bond Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
81892339	07/01/2002	\$20,000.00	\$0.00	\$20,000.00	FEDERAL INSURANCE COMPANY	

Bond [2] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
015 011 251	07/10/2000	01/29/2003	\$20,000.00	\$0.00	\$20,000.00	LIBERTY MUTUAL INSURANCE CO	

Bond [3] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
KO272277A	07/31/1987	07/10/2000	\$20,000.00	\$0.00	\$20,000.00	INSURANCE CO OF NORTH AMERICA	

Town of Camp Verde
395 S. Main Street, Suite 102, Camp Verde, AZ 86322

TOWN OF CAMP VERDE #11-087



Agreement

For

Town of Camp Verde Library Energy Efficiency HVAC Retrofit Project

**AMERICAN RECOVERY AND REINVESTMENT ACT
ARIZONA BALANCE OF STATE
ENERGY EFFICIENCY BLOCK GRANT PROGRAM
COMMERCE AGREEMENT NO. R016-10-04**

THIS AGREEMENT, made and entered into this March 16, 2011 by and between The Town of Camp Verde, Yavapai County, State of Arizona (herein called the "Town") acting herein by the **Mayor, Bob Burnside**, and Common Council, party of the first part, and CONTRACTOR, **Carrier Commercial Service, Division of Carrier Corporation** (hereinafter called the "CONTRACTOR") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the CONTRACTOR to render construction services for the Bid No.: 11-087 **Town of Camp Library Verde Energy Efficiency HVAC Retrofit Project** for The Town Public Library building.

1. Work

CONTRACTOR shall complete all work as specified in the bid documents and set forth in detail in Exhibit "B" attached and incorporated in this Agreement. CONTRACTOR shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. CONTRACTOR shall be responsible for, and in full control of, the work of all such personnel.

2. Access to Information

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the work outlined in detail in Exhibit "B" have been furnished to the CONTRACTOR by The Town and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and The Town and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described herein.

3. Project Manager - Administration

The Town of Camp Verde has designated the Public Works Director, Ron Long P.E., as Project Manager. The Project Manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with ARRA/EECBG requirements.

4. Agreement Times

The work will be completed and ready for final payment within **30** calendar days of the date in the Notice to Proceed. The CONTRACTOR shall submit a project schedule to The Town Project Manager at the pre-construction meeting.

5. Compensation

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: Twenty Eight Thousand Five Hundred Ten Dollars (\$28,510.00). Originals of invoices for payment are to be submitted to:

**The Town of Camp Verde
Attention: Public Works
395 S. Main Street
Camp Verde, AZ 86322**

The Project Manager shall verify completion of all necessary documentation required by ARRA/EECBG, including but not limited to Davis-Bacon and Federal Labor Standards.

6. Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, save and hold harmless The Town of Camp Verde and its officers, officials, agents, and employees ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such CONTRACTOR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. CONTRACTOR shall waive all rights of subrogation against The Town, its officers, officials, agents and employees for losses arising from the work performed by CONTRACTOR for The Town.

7. Termination of Agreement

a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, Agreements, or stipulations of this Agreement, The Town of Camp Verde shall thereupon have the right to terminate the Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements as well as all materials or equipment acquired or stored by the CONTRACTOR under this Agreement shall, at the option of The Town of Camp Verde, become Town of Camp Verde's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to The Town of Camp Verde for damages sustained by The Town of Camp Verde by virtue of any breach of the Agreement by the CONTRACTOR, and The Town of Camp Verde may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due The Town of Camp Verde from the CONTRACTOR is determined.

b. The Town of Camp Verde may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the CONTRACTOR. If the Agreement is terminated by The Town of Camp Verde as provided herein, the CONTRACTOR will be paid as provided in the Addendum for the time expended and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the CONTRACTOR, Paragraph 7.a hereof relative to termination shall apply.

c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

8. Miscellaneous Provisions

a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.

- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.
- d. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- e. This Agreement represents the entire understanding of The Town and CONTRACTOR as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect This Agreement may be amended only by mutual Agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

9. Project Familiarity and Identification of Conflicts

In order to induce The Town of Camp Verde to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the Agreement documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. CONTRACTOR has given the Project Manager a written notice of all conflicts, errors, or discrepancies discovered in the Agreement documents and the written resolution thereof by the Project Manager is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the Agreement documents and other related data identified in the bidding documents including "technical data."
- d. CONTRACTOR is familiar with the satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

10. Insurance

Certificate(s) of Insurance naming The Town of Camp Verde and CONTRACTOR as co-insured verifying the minimum coverage's as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

a. Worker's Compensation.....	Statutory
Employer's Liability: Each Accident	\$500,000
Disease- Each Employee	\$500,000
Disease – Policy Limit	\$500,000
b. Commercial General Liability	
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
c. Property.....	\$1,000,000

- d. Personal Automobile bodily Injury and Property Damage(any automobile or Owned Hired or Non-owned Vehicles) Combined Single Limit per accident for Bodily Injury and Property Damage\$1,000,000

11. Timely Submission of Forms

All forms necessary for compliance with the Waste Stream Certification, Made In America Certification, and Davis-Bacon Wage Act (as identified in the Section Labor Standards) **shall be delivered to The Town prior to issuance of the Notice to Proceed** and subsequent Requests for Payment.

12. Contract Agreement Documents

The Agreement documents which comprise the entire Agreement between The Town of Camp Verde and the CONTRACTOR concerning the work consist of the following:

- a. This Agreement including Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E
- b. Terms and Conditions as noted in paragraph 13 below
- c. Bid schedule and Scope of Work as noted in paragraph 14 below
- d. Certifications as noted in paragraph 15, below.
- e. Performance, Payment and other Bonds.
- f. Notice to Proceed.
- g. All bidding documents.

13. Terms and Conditions

This Agreement is subject to provisions entitled, "Terms and Conditions" attached hereto and incorporated by reference herein as "Exhibit A." This Addendum shall be interpreted as if Exhibit "A" were printed in full herein.

14. Bid Schedule & Scope of Work

This Agreement is subject to the provisions entitled "Bid Schedule" and "Scope of Work" attached hereto and incorporated by reference herein as Exhibit B". This Addendum shall be interpreted as if Exhibit "B" were printed in full herein.

15. Certifications

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated May 20, 2010 and are incorporated by reference herein as "Exhibit C" and shall be interpreted as if the Certifications were printed in full herein.

16. Davis Bacon Wage Determination Information Forms

This Agreement is subject to the provisions entitled "Davis Bacon Wage Determination Information and Forms" attached hereto and incorporated by reference herein as "Exhibit D." This Addendum shall be interpreted as if Exhibit "D" were printed in full herein.

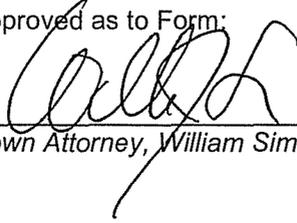
17. Notice to Proceed

This Agreement is subject to the provision entitled "Notice to Proceed" attached hereto and incorporated by reference herein as "Exhibit E." This Addendum shall be interpreted as if Exhibit "E" were printed in full herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Town of Camp Verde

Approved as to Form:



Town Attorney, William Sims

Mayor, Bob Burnside

Attest:

Town Clerk, Debbie Barber

Town Manager, Russell Martin

CONTRACTOR:

Name/Title

Exhibit "A"

TERMS AND CONDITIONS

1. Sanction, Penalties and Debarment

A breach of the Agreement provisions concerning violations of federal labor standards may be ground for termination of the Agreement and result in sanctions, penalties including debarment of the CONTRACTOR.

2. Changes

The Town of Camp Verde may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between The Town of Camp Verde and the CONTRACTOR, shall be incorporated in written amendments to this Agreement.

3. Personnel

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Agreement. When feasible, any hiring required for this project, should occur via the local One-Stop Center (NACOG – Cottonwood, AZ. office). Any and all personnel shall not be employees of or have any contractual relationship with The Town of Camp Verde.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of The Town of Camp Verde. Any work or services subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

4. Assign ability

The CONTRACTOR shall not assign any interest on this agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of The Town of Camp Verde thereto: Provided, however, that claims for money by the CONTRACTOR from The Town of Camp Verde under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to The Town of Camp Verde.

5. Reports and Information

The CONTRACTOR, at such times and in such form as The Town of Camp Verde may require, shall furnish The Town of Camp Verde such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

6. Records Maintenance and Retention

The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by The Town of Camp Verde to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained for **five years** after the expiration of this Agreement unless permission to destroy them is granted in writing by The Town of Camp Verde.

7. Copyright

No report, plan drawing or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

8. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State and Local and Federal governments, and the CONTRACTOR shall save The Town of Camp Verde harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this Agreement.

9. Compliance with Federal and State Laws

CONTRACTOR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONTRACTOR must also comply with A.R.S. § 34-301, as amended, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirement for Employees".

Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to The Town that the CONTRACTOR and each of its Subcontractors (if any) ("Subcontractors") will comply with, and are agreementually obligated to comply with, all Federal Immigrations laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "CONTRACTOR Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the CONTRACTOR to penalties up to and including terminations of this Agreement at the sole discretion of The Town.

The Town retains the legal right to inspect the papers of any CONTRACTOR or Subcontractor employee who works on this Agreement to ensure that the CONTRACTOR or Subcontractor is complying with the Contractor Immigration Warranty. CONTRACTOR agrees to assist The Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the CONTRACTOR and any of the Subcontractors to ensure compliance with the CONTRACTOR Immigration Warranty. CONTRACTOR agrees to assist The Town in regard to any random verifications performed.

Neither the CONTRACTOR nor any of Subcontractor shall be deemed to have materially breached the CONTRACTOR Immigration Warranty if the CONTRACTOR or Subcontractor establishes that is has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

- 10. Business Operations in Sudan/Iran.** In accordance with A.R.S. §§ 35-391.06 and 35-393.06, the CONTRACTOR certifies that the CONTRACTOR and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the Town determines that the CONTRACTOR'S certification is false, the Town may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

11. Interest of Members of The Town of Camp Verde Governing Body

No member of the Governing body of The Town of Camp Verde and no other officer, employee, or agent of The Town of Camp Verde who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

12. Interest of Other Local Public Officials

No member of the governing body of the Town, who exercises any functions or responsibilities in connection with the performance under this Agreement, shall not have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

13. Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this Agreement.

14. Clean Air Act, Clean Water Act

The CONTRACTOR shall comply with all provisions requiring compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations, 40 CFR Part 15 which prohibit the use of non-exempt Federal Agreements, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USFPA Assistant Administrator for Enforcement.

15. Federal Labor Standards Provisions

This Agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Agreement Work Hours and Safety Standards Act of 1962, Copland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to The Town of Camp Verde as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by The Town of Camp Verde. The CONTRACTOR agrees to comply with Wage Rate Determination General Decision Number AZ100005, Modification 7, dated March 12, 2010 (Superseded General Decision Number AZ2008005), and incorporated by reference.

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND ADHERENCE TO DAVIS-BACON/FEDERAL LABOR STANDARD PROVISIONS IS REQUIRED.

The Project Manager *will* monitor compliance with such provisions and standards on behalf of The Town of Camp Verde. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to The Town is listed below.

LABOR STANDARDS CERTIFICATION (2 pages)

This form is to be completed by the CONTRACTOR, and all Subcontractors, and **submitted as part of the bid package.** The form must be reviewed and the CONTRACTOR approved by The Town of Camp Verde Project Management staff prior to award of the Agreement.

WEEKLY PAYROLL REPORT

This form is to be completed by **each** CONTRACTOR and each Subcontractor weekly during any period that the CONTRACTOR or Subcontractor is on site. **Forms must be complete, correctly signed and submitted to The Town of Camp Verde within seven (7) days of the end of the work week. Subcontractors will submit weekly payroll reports first to the CONTRACTOR, who will review and submit to the Town of Camp Verde.**

Weekly Payroll Reports will be verified by The Town and the Town's Project Management staff to confirm payment of the required wages. The Weekly Payroll Reports must include all employees who have worked on the job site, including persons exempt from Davis-Bacon and Related Acts wage rate. Exempt persons are:

MADE IN AMERICA

To the greatest extent possible products should be Made in America. A "certificate of Origin" should be obtained from vendors to document that products are Made in America. *The successful CONTRACTOR will be required to provide the certificate(s) of origin at the pre-construction meeting, prior to the Town of Camp Verde issuing the Notice to Proceed.*

WASTE STREAM AUDIT

A Waste stream Management Plan shall be maintained on all work throughout the grant process. Compliance with the Department of Energy's Waste Stream Management practices, recyclables include but are not limited to the following:

- Construction materials
- Electronic devices
- Glass
- Hazardous waste (including fluorescent, CFL's, paint, cleaners, etc.)
- Metals (including scrap, HVAC units, etc)
- Paper
- Plastics

Disposal of all materials, devices and hazardous waste must be in Compliance and in accordance with local landfill practices, including but not limited to: packing materials, electronic devices, construction waste, mandatory recyclables, hazardous waste, batteries, fluorescent tubes, and large metal items.

Project Construction Documents- Requirements for waste management will be developed and in place prior to the start of any work. Subcontractors are required to comply with the waste stream management requirements. A copy of the Waste Stream Management Plan will accompany all Subcontractor Agreements and require Subcontractor participation.

The Waste Reduction Plan shall be implemented and executed as identified in the attached chart (Exhibit D).

- Salvageable materials will be diverted from disposal where feasible.
- Hazardous waste will be managed by a licensed hazardous waste vendor.

PRE-CONSTRUCTION CONFERENCE

The purpose of the Pre-Construction Conference is to provide a forum for The Town of Camp Verde, CONTRACTOR, and Subcontractors to discuss the technical nature of the construction project and all of the compliance requirements of the Agreement.

Contact and Subcontractor representatives shall attend. It is very important that the person preparing the Weekly Payroll Sheets attend this conference as well.

NOTICE OF PROVISIONS

The Federal Labor Standards Provisions as well as the General Wage Decision included in this bid package must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, The Town and Arizona Department of Commerce will monitor compliance with the Davis-Bacon Federal Labor Standards Provisions. This monitoring shall include but not be limited to CONTRACTOR and Subcontractor employee interviews, onsite inspections, review of the weekly payroll, etc. as required. Copies of the LS forms to be completed during monitoring are available from The Town.

- a. A CONTRACTOR who is a Self-employed Owner: This person must be listed on the Labor Standards Certification as an owner, partner or principal (#9) and must also be able to document that the business is bona fide via a tax ID number. Relatives of the CONTRACTOR who are not listed in item #9 must be paid Davis Bacon and Related Acts wages. A Subcontractor who cannot document that the business is bona fide must be listed as an employee on the CONTRACTOR's Weekly Payroll Report.
- b. Apprentices: The CONTRACTOR/Subcontractor must provide written evidence of the registration of the program with DOL Employment Training Administration, Bureau of Apprentices and Training (BAT) or a state apprenticeship agency.
- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program.
- d. Other: On site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than 20% of their time to construction work are exempt. If a foreman devotes more than 20% of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

STATEMENT OF COMPLIANCE

This form is the certification for the Payroll Form. A separate form is to be completed by each CONTRACTOR and each Subcontractor weekly during any period that CONTRACTOR or Subcontractor is on site. **Forms must be complete, correctly signed and submitted to The Town with the Payroll Form within seven (7) days of the end of the work week, or payment can be withheld.**

NOTICE TO ALL EMPLOYEES (1 Page)

This notice must be posted on the job site prior to the start of construction and must remain posted during construction.

AUTHORIZATION FOR DEDUCTIONS (1 Page)

This form is to be completed by each CONTRACTOR and each Subcontractor and is to be **submitted to The Town one week prior to the first payroll.** Please note that the form must be signed in ink by the owner or officer listed on the Labor Standards Certification each employee who authorizes payroll deductions for items other than standard state and federal taxes. The following information or action is also required in order to comply with Federal Labor Standards.

VERIFICATION OF FRINGE BENEFIT PLAN

If fringe benefits are not paid in cash, each CONTRACTOR and Subcontractor must submit verification of each fringe benefit plan at least one week prior to the first payroll, by submitting the following information:

- a. A copy of the most recent remittance statement from the company holding the benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the benefit plan and the amount paid into the benefit plan for each employee by the CONTRACTOR or Subcontractor.
OR
- b. A letter addressed to The Town of Camp Verde, 395 South Main Street, Camp Verde, AZ 86322 from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the benefit plan and the amount paid into the benefit plan for each employee by the CONTRACTOR or Subcontractor.

EXHIBIT "B"

11-087

Proposal Cover Sheet

Scope of Work (2 pages)

Bid Schedule



Carrier Commercial Service
Division of Carrier Corporation
ROC# 074026
3802 East University Dr., Suite 1
Phoenix, AZ 85034
P: (602) 470-2040
F: (602) 470-2055

PROPOSAL

March 1, 2011

Town of Camp Verde
Library HVAC Retrofit
395 S. Main Street
Camp Verde, Arizona 86322

Re: Library HVAC Retrofit
Contract #R016-10-04

Dear Deb Ranney:

Carrier Corporation is pleased to present this proposal to furnish and install the following equipment as per the specification in the RFQ:

- (2) new Trane YHC060E3RHA – Base Bid*
- (1) new Trane YHC036E3RHA – Alt Bid*

Scope of work to include:

The scope of work provided through this agreement will mainly occur on the roof of the Camp Verde Library and will include the following:

- Removal and proper disposal of the two (2) existing HVAC units located on the Library roof. It is the contractor's responsibility to provide all of the labor, equipment, and materials necessary to remove and dispose of the existing HVAC Units. The preferred disposal method would be to recycle the old HVAC units; documentation of the disposal option used for each unit is required and must be submitted to the Town prior to any request for progress payments.
- Provide and install two (2) new 5 ton Trane High Efficiency Gas Pack HVAC units w/CO2 sensors, economizers, LP Kits, smoke detectors, and hail guards. All labor, equipment, and materials necessary to properly install the new units are part of this proposal. The installation will include new duct transitions from the existing roof penetrations back to the new units, all necessary roof repairs for any roof penetrations, new ¾" gas flex lines and shutoffs, connections of line voltage to newly installed disconnects, schedule 40 PVC condensate drain lines and new replacement fuses for existing electrical service. Upon installation of all equipment, units will be run test to verify proper operation. Job site will be cleaned up in accordance to proper waste disposal procedures regarding the project.
- Provide and install three (3) new Honeywell Commercial Pro digital Programmable thermostat. Thermostats will be model TB7220 Ultrastat, as per the specifications. As a part of this installation, new low voltage thermostat wiring will be pulled from the rooftop units down to the existing thermostat location. Thermostats will be connected to the new wiring and mounted to the wall in the existing spots. If Alternate unit is not approved, new thermostat and wiring will be connected to the existing rooftop unit.



turn to the experts™ 

Carrier Commercial Service
Division of Carrier Corporation
ROC# 074026
3802 East University Dr., Suite 1
Phoenix, AZ 85034
P: (602) 470-2040
F: (602) 470-2055

- As an Alternate to the base bid of this project, one (1) 3 ton Trane unit will be quoted as an Alternate add to the base bid. The installation of this unit would need to be done during the installation of the Base Bid, (2) five ton units, all above installation description would apply to this unit.

All above listed scope is in accordance to the Scope of Work provided by the Town of Camp Verde.

Project Timeline for completion:

This is scheduled to complete in 3 business day (Business day: Monday – Friday)

Monday: Walk project with Town's Project Manager, all units will be disconnected from gas line and any items holding down units to existing curbs will be released in preparation for install. All interior work will be completed (new thermostat wiring / thermostat mounting)

Tuesday: All units servicing the Library (2 units) will be removed / disposed, new unit will be placed, new duct transition will be placed over existing roof penetrations, new gas lines and disconnects installed

Wednesday: All remaining work will be completed and units started up and run tested in both heating / cooling mode.

Sub Contactor:

Mostert Crane Service
4657 N. Meixner Rd
Prescott Valley, AZ 86314
928-772-3412

This company will be handling the rigging of the old and new equipment from the roof of the Library. Carrier will have our onsite personnel to oversee this portion of the project.

No materials provided by this Sub Contractor

Not Included in this Proposal:

Only the items of material and services mentioned above are included in our proposal. All other items necessary for the completion of this system are to be furnished and installed by others.



turn to the experts 

Carrier Commercial Service
Division of Carrier Corporation
ROC# 074026
3802 East University Dr., Suite 1
Phoenix, AZ 85034
P: (602) 470-2040
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EXCLUSIONS / CLARIFICATIONS:

- No engineering is provided with regard to building load requirements, system operational requirements, electrical, mechanical or any other systems.
- Contract is not providing any public barricades during installation, customer would need to have area blocked accordingly during the rigging of the equipment. Contractor holds no responsibility.
- The line voltage electrical feed to the existing units are considered sufficiently sized and properly installed. Therefore line voltage electrical is limited to re-routing the existing feed to the new units location. All other building automation controls are excluded.
- A one year complete parts and labor warranty on all new equipment is included.
- Any labor, materials or any other items not specifically listed above as included will be additional if required.

Base Bid Price:

The price to furnish and install the aforementioned scope of work is twenty thousand three hundred sixty dollars.....**\$20,935.00**

Alternate Bid Price:

The price to furnish and install the additiona scope of work is seven thousand four hundred dollars.....**\$7,575.00**

Terms:

This price quotation is only valid for 30 days from the date of this proposal and it is based on the aforementioned scope of work. Please see Addendum A for the complete terms.

Sincerely,

Norman Neracker
Senior Account Executive
CARRIER CORPORATION
Carrier Commercial Service

Acceptance:

By: _____
Title: _____
Date: _____



Carrier Commercial Service
Division of Carrier Corporation
ROC# 074026
3802 East University Dr., Suite 1
Phoenix, AZ 85034
P: (602) 470-2040
F: (602) 470-2055

ADDENDUM A

CARRIER CORPORATION TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

- 1. PAYMENT AND TAXES-** Payment shall be made 1.25% 10/ net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.
- 2. EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
- 3. RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
- 5. PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
- 6. DELAYS-** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
- 7. WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
- 9. ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
- 10. CUSTOMER RESPONSIBILITIES (Service Contracts only) –** Customer shall:



turn to the experts™ 

Carrier Commercial Service
Division of Carrier Corporation
ROC# 074026
3802 East University Dr., Suite 1
Phoenix, AZ 85034
P: (602) 470-2040
F: (602) 470-2055

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS— Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. LIMITATION OF LIABILITY- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.



turn to the experts™ 

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15. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

16. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

17. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

18. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

19. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

20. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

21. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

22. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

23. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

24. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**TOWN OF CAMP VERDE ENERGY EFFICIENCY RETROFIT
BID NUMBER: 11-087**

PROJECT IDENTIFICATION: *Town of Camp Verde Library Energy Efficiency Retrofit Program*

AGREEMENT IDENTIFICATION NUMBER: *Bid 11-087 Commerce Contract R016-10-04*

THIS BID IS SUBMITTED TO: *The Town of Camp Verde
Public Works Department
395 South Main Street
Camp Verde, Arizona 86322*

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the *Town of Camp Verde* in the form included in the bid documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the Request for Bids, Attachments and Addenda including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for 30 days after the day of bid opening. The successful Bidder will sign and submit the Agreement with the Performance Bond and other documents required by the bid requirements within 10 days after the date of Notice of Award.
3. In submitting this bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

DATE	ADDENDUM NUMBER
<u> 02/15/2011 </u>	Amended Scope of Work
<u> 02/15/2011 </u>	E-mail Response to Pre-Bid Questions
<u> 02/17/2011 </u>	E-mail Photos of Service Panel
 - b. Bidder has familiarized himself/herself with the nature and extent of the Request for Bid Documents, scope of work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - c. Bidder acknowledges that the *Town of Camp Verde and the Project Manager* do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to facilities at or contiguous to the site. Bidder has obtained and examined (or assumes responsibility for having done so) all such additional or supplementary examinations or investigations concerning conditions (surface and subsurface) at or contiguous to the site or otherwise which relate to any aspect of the means, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and conditions of the bid documents.

- d. Bidder has provided the *Project Manager* written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the bid documents and the written resolution thereof by *Project Manager* is acceptable to the Bidder, and the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
- e. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the *Town of Camp Verde*.

4. Bidder will complete the work in accordance with the bid documents for the following price:
Base Bid: \$20,935.00 Alt. Add: \$7,575.00

5. Communications concerning this bid shall be addressed to:

Name: Lavon James

Address: Carrier Corporation
3802 E. University Dr., #1
Phoenix, AZ 85034

Phone: (602) 470-2040

Submitted on March 1, 2011

State Contractor License No.: ROC# 074026

Town Of Camp Verde Library Energy Efficiency Retrofit Project

Bid 11-087

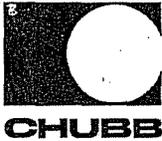
Bid Schedule

BASE BID

NO.	BID ITEM DESCRIPTION	Unit	Qty	Unit Price In Figures	In Words	Total In Figures
1	Remove & Properly Dispose/Recycle the Existing five-ton HVAC Units	EA	2	\$190.00	One Hundred Ninety	\$380.00
2	Provide & Install Trane YHC060E3RHA HVAC Gas Pack Units w/CO-2 Sensors, Economizers & Hailguards	EA	2	\$9,852.50	Nine Thousand Eight Hundred Fifty Two Dollars and Fifty Cents	\$19,705
3	Provide & Install Honeywell TB7220 Ultrastat commercial Pro Digital Programmable Thermostats	EA	3	\$283.33	Two Hundred Eighty Three Dollars & Thirty Three Cents	\$850.00
TOTL BASE BID INCLUDING TAX						\$20,935

****ADD ALT**

**4	Remove & Properly Dispose/Recycle the Existing three-ton HVAC Unit	EA	1	\$190.00	One Hundred Ninety	\$190.00
**5	Provide & Install Trane YHC036E3RHA HAVAC Gas Pack Unit w/Co-2 Sensor, Economizer & Hailguard	EA	1	\$7,385.00	Seven Thousand Three Hundred Eighty Five	\$7,385.00
TOTAL BASE BID INCLUDING TAX						\$7,575.00



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

Phone: (908) 903-3485

Facsimile: (908) 903-3656

AIA DOCUMENT A310™ - 2010 BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR

(Name, legal status and address):

CARRIER CORPORATION
3802 East University Drive, Suite 1, Phoenix, AZ, 85034

SURETY (Name, legal status and principal place of business):

FEDERAL INSURANCE COMPANY
15 Mountain View Road, Warren, NJ, 07059

OWNER

(Name, legal status and address):

TOWN OF CAMP VERDE
395 S Main Street Camp Verde, AZ 86322

BOND AMOUNT: Ten percent of amount bid., 10% of Amount Bid

PROJECT: Provide Replacement HVAC Equipment for Existing Building. Town of Camp Verde Public Library, 130 N. Black Bridge Loop Road, Camp Verde, AZ 86322, Contract # R016-10-04

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

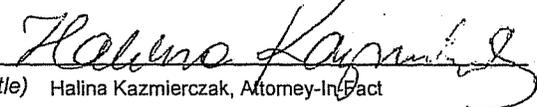
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

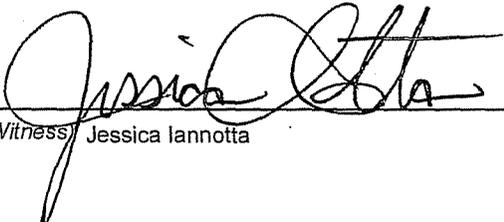
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of February 2011

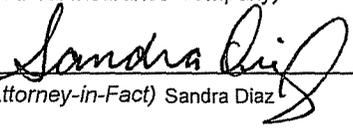


(Witness) Grace Laterza

CARRIER CORPORATION
(Principal) _____ (Corporate Seal)

(Title) Halina Kazmierczak, Attorney-In-Fact



(Witness) Jessica Iannotta

FEDERAL INSURANCE COMPANY
(Federal Insurance Company) _____ (Corporate Seal)

(Attorney-in-Fact) Sandra Diaz

SPECIAL POWER OF ATTORNEY

CARRIER CORPORATION, a corporation organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Corporation"), hereby makes, constitutes and appoints Aon Risk Services Northeast, Inc. on behalf of certain of its employees as the Corporation's true and lawful attorneys-in-fact:

Annette Leuschner
Valorie Spates
Halina Kazmierczak
Jessica Iannotta
Vivian Carti

with full power to execute, seal and deliver on behalf of the Corporation, surety bonds and documents ancillary thereto issued in the course of the Corporation's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective March 1, 2007, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **UNITED TECHNOLOGIES CORPORATION**, as amended or supplemented from time to time, and to bind the Corporation, thereby as if such writings had been duly executed and acknowledged by officers of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this Special Power of Attorney to be signed by its duly authorized representative this 28th day of July, 2010.

CARRIER CORPORATION



Patrick J. Rao
Assistant General Counsel

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss: City of Syracuse

On this 28th day of July 2010, before me, a Notary Public in and for said County and State, personally appeared PARTICK J. RAO, who acknowledged himself to be the Assistant General Counsel of CARRIER CORPORATION, the corporation named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Assistant General Counsel.



Deborah J. Hall, Notary Public



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Vivian Carti, Debra A. Deming, Sandra Diaz, Evangelina L. Dominick, Cynthia Farrell, Jessica Iannotta, Annette Leuschner, Robert P. McDonough, Glenn Pelletiere, Sonia Rogers, Valorie Spates and Mekeeva Summerford of New York, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of February, 2011.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 11th day of February, 2011 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 23rd day of February, 2011



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2009

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 257,630	Outstanding Losses and Loss Expenses	\$ 11,900,150
United States Government, State and Municipal Bonds.....	11,077,454	Unearned Premiums.....	3,345,760
Other Bonds.....	4,042,056	Reinsurance Premiums Payable.....	322,875
Stocks.....	778,949	Provision for Reinsurance	79,993
Other Invested Assets.....	<u>1,758,696</u>	Other Liabilities.....	<u>717,789</u>
TOTAL INVESTMENTS.....	<u>17,914,785</u>	TOTAL LIABILITIES	<u>16,366,567</u>
Investments in Affiliates:		Special Surplus Funds.....	176,031
Chubb Investment Holdings, Inc.....	2,881,003	Capital Stock	20,980
Pacific Indemnity Company.....	2,200,172	Paid-In Surplus.....	3,106,809
Chubb Insurance Investment Holdings Ltd. ..	1,539,334	Unassigned Funds.....	<u>11,017,701</u>
Executive Risk Indemnity Inc.....	1,078,688		
CC Canada Holdings Ltd.....	607,555	SURPLUS TO POLICYHOLDERS.....	<u>14,321,521</u>
Great Northern Insurance Company	453,227		
Chubb European Investment Holdings SLP ..	271,092		
Chubb Insurance Company of Australia ...	255,177		
Vigilant Insurance Company.....	176,625		
Other Affiliates	349,088		
Premiums Receivable.....	1,458,416	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	<u>\$ 30,688,088</u>
Other Assets	<u>1,502,926</u>		
TOTAL ADMITTED ASSETS	<u>\$ 30,688,088</u>		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$448,814,488 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary _____ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2009 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2009.

Subscribed and sworn to before me
this

23rd day of February, 2011

Dorothy Baker

Notary Public

Yvonne Baker

Assistant Secretary

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013

EXHIBIT "C"

11-087

CIVIL RIGHTS

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

ACCESS TO RECORDS AND RECORDS RETENTION

CONFLICT OF INTEREST

ANTI-LOBBYING CERTIFICATION

CERTIFICATION SIGNATURE FORM – Return with Bid Package

ADDITIONAL DOCUMENTS & PROCEDURES

WASTE STREAM AUDIT INSTRUCTIONS AND REQUIRED INFORMATION

GRIEVANCE PROCEDURES

CIVIL RIGHTS

The undersigned is fully aware that this Agreement is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin.

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction Agreements in excess of \$10,000.

EQUAL EMPLOYMENT

During the performance of the Agreement, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by The Town setting forth the provisions of this non-discrimination clause.

2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for The Town, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.

3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subAgreements for any work covered by this Agreement so that such provisions will be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to Agreements or subAgreements for standard commercial supplies or raw materials.

4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by The Town and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5. In the event of the CONTRACTOR's non-compliance with any provision of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subAgreement or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any subAgreement or purchase order as The Town may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by The Town, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
SECTION 503**

(If Agreement \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, affirmative action notices. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining Agreement or other Agreement understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subAgreement or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subAgreement or purchase order as the Director of the Office of Federal Agreement Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit The Town of Camp Verde, State of Arizona Department of Energy and Commerce, and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "Closeout" date of the grant or the Resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this Agreement is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee with The Town of Camp Verde.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with The Town of Camp Verde that develops at any time during this Agreement will be immediately disclosed to The Town of Camp Verde.

ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subAgreements, sub-grants, and Agreements under grants, loans, and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with Bid.

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Norman Meracker
(Typed name of official)

(Signature of official)

Carrier Corporation
(Typed name of firm)

March 3, 2011

WASTE STREAM MGT PLAN:

EXAMPLE

Waste Stream Audit

(To be completed prior to the start of work)

Community: Town of Camp Verde

Contract #: R016-10-04

Project Description: Library HVAC Retrofit

Project Location: 130 North Black Bridge Loop Road

Contact Person: Ron Long, Public Works Director

Address: 395 S. Main Street, Camp Verde, AZ 86322 **Telephone #:** 928-567-0534

Contractor (if applicable):

Contact Person:

Telephone #:

Waste Management Goals: Waste Stream Management Plan shall be maintained on each project throughout the grant process.

Compliance with the Department of Energy's Waste Stream Management practices, recyclables include but are not limited to the following:

- construction materials
- electronic devices
- glass
- hazardous waste (including fluorescent, CFL's, paint, cleaners, etc)
- metals (including scrap, HVAC units, etc)
- paper
- plastics

Compliance must be in accordance with local landfill practices: packing materials, electronic devices, construction waste, mandatory recyclables, hazardous waste, batteries, fluorescent tubes, and large metal items.

Project Construction Documents – Requirements for waste management will be developed and in place prior to the start of any work. Subcontractors are required to comply with the waste stream management requirements. A copy of the Waste Stream Management Plan will accompany all Subcontractor Agreements and require subcontractor participation.

The Waste Reduction Plan shall be implemented and executed as identified in attached chart:

- Salvageable materials will be diverted from disposal where feasible.
- Hazardous waste will be managed by a licensed hazardous waste vendor

GRIEVANCE PROCEDURES

WHEN TO FILE

Complaints or grievances shall be filed within 3 days of Bid Open or 10 days of Award of Bid.

WHERE TO FILE

Complaints or grievances shall initially be filed with the Town of Camp Verde, Public Works Director, Ron Long 395 S. Main Street, Camp Verde, AZ 86322. Phone 928-567-0534. For TTY access call the Arizona Relay Service at 1-800-367-8939 and ask for the Town of Camp Verde at 928-567-0534.

CONTENTS TO THE COMPLAINT

Each complaint or grievance should contain:

- * the complainant's name, address, and phone number
- * the name, address, and phone number of the party alleged to have been in violation.
- * a description of the complaint in sufficient detail to inform of the nature and date of the complaint.

CONFIDENTIALITY

The Town of Camp Verde shall hold in confidence the identity of any person submitting a complaint, unless the person submits written authorization otherwise.

GRIEVANCE STEPS

LEVEL ONE- Informal

Any complaint or grievance regarding the bid may be reported informally to The Town of Camp Verde, Ron Long P.E. Project Manager; every attempt to resolve the issue informally as soon as possible.

LEVEL TWO

If the complaint has not been resolved satisfactorily in an informal manner, a written complaint may be filed within 5 days with the Town Clerk, Debbie Barber. The Clerk will further investigate and issue a written response within 5 working days of date of receipt of the complaint.

LEVEL THREE

If the complaint has not been resolved satisfactorily by the Town Clerk, a written complaint may be filed with The Acting Town Manager, Dave Smith, within ten days of receipt of written response from the Town Clerk

The Town Manager will issue a response within fifteen working days of receipt of the complaint.

LEVEL FOUR

The Town Manager reserves the right to, at any step, direct the complaint to another staff person for resolution, if it is deemed in the best interest of all parties.

EXHIBIT "D"

11-087

Grant Provisions

Notice to All Employees

Wage Determination – AZ1005 12/24/2010 (Mod. 10)

Project Wage Sheet

Davis Bacon Act Requirements



GRANT PROVISIONS

Grant Project Title: Energy Efficiency and Conservation Block Grant (EECBG)

Funding Agency: American Recovery and Reinvestment Act (ARRA) Arizona Balance of State - Energy Efficiency & Conservation Block Grant (ABS- EECBG)

Commerce Contract No.: R016-10-04 Town Of Camp Verde Bid No.: 11-087

Grant Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

D. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized —

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the or Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to

protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an Order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:

Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. Request for Reimbursement

Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in supporting of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds Applicable if award is to a State Government or an Agency

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution — After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

25. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT (MAY 2009)

- a. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- b. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- c. Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- d. The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gOv> and ensure that any information that is pre-filled is corrected or updated as needed.

26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS --SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAY 2009)

THIS AWARD TERM IS APPLICABLE TO ANY RECOVERY ACT FUNDS FOR CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK AND THE TOTAL PROJECT VALUE IS ESTIMATED LESS THAN \$7.443,000. THIS AWARD TERM ALSO APPLIES TO ALL SUBGRANTS AND CONTRACTS.

a. Definitions. As used in this award term and condition-

- (1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
- (2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.
- (3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

b. Domestic preference.

- (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.
- (2) This requirement does not apply to the material listed by the Federal Government as follows:

None [Award official to list applicable excepted materials or indicate "none"]
- (3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph(b)(2) of this section and condition if the Federal Government determines that-
 - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

c. Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)

- (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government valuation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
- (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

d. Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of Measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

28. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT (MAY 2009)

THIS AWARD TERM IS APPLICABLE TO RECOVERY ACT PROGRAMS OR ACTIVITIES THAT MAY INVOLVE CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR. THIS AWARD TERM ALSO APPLIES TO ALL SUB GRANTS AND CONTRACTS.

- a. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

- b. For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

29. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS (MAY 2009)

- a. To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111 --5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>
- b. For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.
- c. Recipients agree to separately identify c. Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the

Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

- d. Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

30. DAVIS BACON ACT REQUIREMENTS (MAY 2009)

THIS AWARD TERM IS APPLICABLE TO ARRA AWARDS WHEN WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERYACT TERM IS APPLICABLE.

THIS AWARD TERM IS ALSO APPLICABLE TO SUB GRANTS AND CONTRACTS.

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) *Definition.*—"Site of the work"—

(1) Means-

- (i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and
- (ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

- (i) They are dedicated exclusively, or nearly so, to performance of the award or project; and
- (ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

- (b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- c. (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.
- d. includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefits as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - e. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to this award. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

Payrolls and Basic Records

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the article entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The Contractor shall submit weekly for each week in which any award work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this article. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the --

Superintendent of Documents U.S. Government Printing Office Washington, DC 20402 The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the award and shall certify --
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this article and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the award during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this article.
- (4) The falsification of any of the certifications in this article may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

The Contractor or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Withholding of Funds

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this award or any other Federal award with the same Prime Contractor, or any other federally assisted award subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the award. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Apprentices and Trainees

a. Apprentices.

- (1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
 - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this article, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees.

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in

the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

d. Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this article shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award.

Subcontracts (Labor Standards)

a. Definition. "Construction, alteration or repair," as used in this article means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the article entitled Davis Bacon Act of this award, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the Davis-Bacon Act article, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the Davis Bacon Act article, in the "site of the work" definition).

b. The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the articles entitled—

(1) Davis-Bacon Act;

(2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the article is included in this award);

- (3) Apprentices and Trainees;
 - (4) Payrolls and Basic Records;
 - (5) Compliance with Copeland Act Requirements;
 - (6) Withholding of Funds;
 - (7) Subcontracts (Labor Standards);
 - (8) Contract Termination — Debarment;
 - (9) Disputes Concerning Labor Standards;
 - (10) Compliance with Davis-Bacon and Related Act Regulations; and
 - (11) Certification of Eligibility.
- c. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).
- d. (1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (b) of this article have been included in the subcontract.
- Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
- e. The Contractor shall insert the substance of this article, including this paragraph (e) in all subcontracts for construction within the United States.

Contract Termination -- Debarment

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act --Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this award.

Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article include disputes between the Contractor (or any of its

subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Certification of Eligibility

- a. By entering into this award, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this award must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the award. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

General Decision Number: AZ100005 12/24/2010 AZ5

Superseded General Decision Number: AZ20080005

State: Arizona

Construction Type: Building

Counties: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo, Santa Cruz and Yavapai Counties in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	06/04/2010
2	07/02/2010
3	07/09/2010
4	07/23/2010
5	08/06/2010
6	09/24/2010
7	10/15/2010
8	11/05/2010
9	12/03/2010
10	12/24/2010

ELEC0518-004 09/01/2010

APACHE (Area South of Highway 66), GILA, and NAVAJO (South and East of boundary beginning at a point where Clear Creek crosses the Coconino-Navajo County Line, extending North-easterly along Clear Creek and North-easterly to Cottonwood Wash, along Cottonwood Wash North-easterly to intersection with Navajo Reservation, East along Navajo Reservation Boundary line to intersection with Navajo/Apache County lines) COUNTIES

	Rates	Fringes
Electrician/Wireman.....	\$ 24.25	9.67

ELEC0570-006 12/01/2010

COCHISE, GRAHAM, GREENLEE, LA PAZ, SANTA CRUZ

	Rates	Fringes
Electrician/Wireman.....	\$ 22.90	18%+4.70

Zone Definitions

(b) ZONE PAY -Workmen employed in Zones B and C shall be paid

Zone Pay as follows:

Zone B.....an additional \$ 1.25 per hour

Zone C.....an additional \$ 3.75 per hour

SECTION 3.05 ZONES

(a) Zones shall be created in Tucson, Arizona, the headquarters of the Union. Zones may be established in other localities by mutual consent of the parties hereto (Section 1.03). Zones and the applicable rates of pay shall be the same for all Employers coming under the terms of this Agreement.

In Tucson, Zone A shall be the area within a twenty-nine (29) mile radius from a basing point at the City Hall.

Zone B shall be the area from the outer limits of the twenty-nine (29) mile radius, extending out another seventeen (17) miles (a 46 mile radius total).

Zone C shall be the area from the forty-six (46) mile radius, extending to the outside limits of the Local Union's jurisdiction.

If any owner's contiguous property falls within more than one Zone, it shall all be considered to be within the closer Zone.

 * ELEC0611-009 03/01/2009

APACHE COUNTY (Area North of Highway 66)

	Rates	Fringes
Electrician/Wireman		
Zone 1.....	\$ 27.80	5%+8.65

Zone 2 extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, rates per hour shall be increased by nine percent of the journeyman rate for Zone 1.

Zone 3 extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, rates per hour shall be increased by 15 percent of the journeyman rate for Zone 1.

Zone 4 anything beyond 30 miles from Zone 1, EXCEPT ALBURQUERQUE, rates per hour shall be increased by 26 percent of the journeyman rate for Zone 1.

 ELEC0640-002 06/21/2010

NAVAJO (Remaining Area) and YAVAPAI COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 24.80	3%+7.14

 IRON0075-003 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL		
Zone 1:.....	\$ 26.52	17.59

- Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
- Zone 2: 050 to 100 miles - Add \$4.00
- Zone 3: 100 to 150 miles - Add \$5.00
- Zone 4: 150 miles & over - Add \$6.50

 PLUM0469-001 07/01/2010

ZONE A: APACHE, LA PAZ, NAVAJO & YAVAPAI COUNTIES

ZONE B: COCHISE, GILA, GRAHAM, GREENLEE, AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Zone A.....	\$ 31.65	14.90
Zone B.....	\$ 28.55	14.65

SFAZ0669-001 04/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.85	16.85

SUAZ2004-002 03/02/2004

	Rates	Fringes
Carpenter.....	\$ 14.70	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.67	1.10
DRYWALL HANGER.....	\$ 14.52	0.00
Laborers:		
Concrete Worker.....	\$ 8.83	0.00
General/Cleanup.....	\$ 9.51	0.00
Landscape.....	\$ 7.50	0.00
Sheet metal worker		
Including Hvac Duct Work....	\$ 18.68	4.91

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

PROJECT NAME:
Town of Camp Verde Library HVAC Retrofit

WAGE DECISION NUMBER/MODIFICATION NUMBER:
AZ100005 / Modification #10

PROJECT NUMBER:
R016-10-04

PROJECT COUNTY:
Yavapai

WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
Plumbers			\$	GROUP #	BHR	TOTAL WAGE
Roofers			\$			\$
Sheet Metal Workers	18.68	4.91	\$23.59			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
Pipefitter	31.65	14.9	\$46.55			\$
			\$			\$
			\$			\$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
Crane Operator	25.24	9.31	\$34.55		01/03/2010
			\$		
			\$		
			\$		

CLAUSE XX. **DAVIS BACON ACT REQUIREMENTS**

A. Definitions. For purposes of this Clause, Clause XX, Contract Work Hours and Safety Standards Act, and Clause XX, Recipient Functions, the following definitions are applicable:

- (1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.
- (2) "*Construction, alteration or repair*" means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
 - (a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (b) Painting and decorating; or
 - (c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- (3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower- tier subcontracts under the Contract.
- (4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.
- (6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (7) "*Site of the work*" —
 - (a) Means--
 - (i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and
 - (ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;
 - (b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—
 - (1) They are dedicated exclusively, or nearly so, to performance of the project; and
 - (2) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and
 - (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as

defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) *Applicable to Recipient Only:* Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the: Wage and Hour Division Employment Standards Administration U.S. Department of Labor Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the

applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies

of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally

assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

F. Apprentices and Trainees

(1) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at

[http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf) .

Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower- tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower- tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination -- Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility.

- (1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Clause XXX. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWSSHA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower- tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Clause XX, Davis- Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in Clause XX, Davis Bacon Requirements.

Clause XXXX. RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above

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(d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer;
and

(h) Provide copies of all records upon request by DOE or DOL in a timely manner.

(2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.

(3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

EXHIBIT "E"

11-087

Notice to Proceed

NOTICE TO PROCEED

Project/Bid No.: 11-087
Town of Camp Verde
Library Energy Efficiency Retrofit Project
ABS-EECBG #R016-10-04

Date: _____

To:

You are hereby notified that the Agreement under the above captioned project #11-087
Will commence on: _____

By that date you are to start performing your obligations under the Contract Documents.
In accordance with the Contract Agreement, the completion date is: _____.

You must contact the project manager at least 72 hours before starting work.

TOWN OF CAMP VERDE

By: _____
Ron Long, P.E., Project Manager

(Please contact the Project Manager, Ron Long, within 24 hours of receipt of this notification)

4.2



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date:

Meeting Type:

Consent Agenda – Special Announcements Regular Business Work or Special Session

Reference Document: Resolution 2011-839

Agenda Title (be exact): Possible approval of Resolution 2011-839, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, declaring and adopting the results of the Primary Election held on March 8, 2011.

Purpose and Background Information:

State Law (ARS 16-642) states that the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election. The Election was held on March 8, 2011, the earliest the Canvass could take place is March 14, 2011 and the latest date allowed by law for the Canvass would be March 28, 2011, since there is not a meeting scheduled during these date, and the official results from the County are not available at the time of printing the agenda packet, a 'green sheet' with the Resolution will be forwarded to the Council prior to the meeting.

Recommendation (Suggested Motion):

Approve Resolution 2011-839, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, declaring and adopting the results of the Primary Election held on March 8, 2011.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

Supporting Documents attached: Yes No N/A (If yes, list detail below)

- 1) Resolution 2011-839 # of pages 1 (will be forwarded under 'green sheet' when available)
- 2) _____ # of pages _____
- 3) _____ # of pages _____
- 4) _____ # of pages _____
- 5) _____ # of pages _____
- 6) _____ # of pages _____
- 7) _____ # of pages _____

Instructions to Clerk:

Action Report prepared by: v. jones

ADDITIONAL INFORMATION

REGULAR SESSION/COUNCIL HEARS
PLANNING & ZONING MATTERS

03-16-2011

ITEM 4E
RESOLUTION 2011-839
CANVASS OF VOTES
PRIMARY



RESOLUTION 2011-839

**A RESOLUTION OF THE MAYOR
AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
DECLARING AND ADOPTING THE RESULTS OF THE
PRIMARY ELECTION HELD ON MARCH 8, 2011**

WHEREAS, the Town of Camp Verde ("Town"), held a Primary Election on March 08, 2011 for a Mayor and three Council Members; and

WHEREAS, the election returns have been presented by the Yavapai County Elections Department and have been canvassed by the Mayor and Council,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, as follows:

1. The total number of ballots cast at the Primary Election, as shown on the poll reports, was 1,994 and the total number of registered voters in the Town was 5,540, for a turnout of 35.99%.
2. There were 25 rejected mail ballots.
3. The number of votes cast was as follows:

MAYOR

	<u>CVA</u> <u>45, 54 & 85</u>	<u>CVB</u> <u>47 & 65</u>	<u>Total</u>	<u>Percentage</u>
Burnside, Bob	569	435	1004	51.12%
Goetting, Steve	573	380	953	48.52%
Write-Ins	3	4	7	0.36%
<u>COUNCIL (4-year Term)</u>				
Buchanan, Alan	755	602	1357	68.0%
Garrison, Norma	568	423	991	49.70%
George, Bruce	731	535	1266	63.0%
German, Carol	885	618	1503	75.0%
Write-in Votes	24	6	30	.02%

4. That it is hereby found, determined, and declared of record, that the following candidates did receive more than one-half of the total number of valid votes cast and are hereby issued a Certificate of Election, effective May 17, 2011, the General Election Day:

Burnside, Bob Mayor (2 year term)

Buchanan, Alan Council (4 year term)

George, Bruce Council (4 year term)

German, Carol Council (4 year term)

5. This resolution shall be in full force and effect immediately upon its adoption.

Passed and approved by the Mayor and Common Council of the Town of Camp Verde at their Regular Session of March 16, 2011.

Bob Burnside, Mayor

Attest:

Deborah Barber, Town Clerk

Approved as to form:

Town Attorney

Certificate of Election

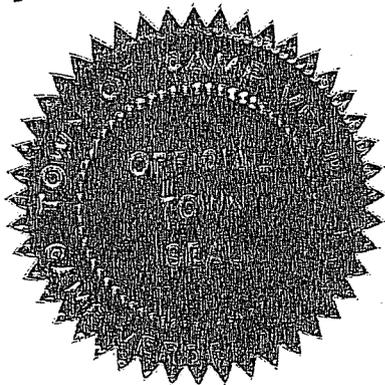
*State of Arizona
County of Yavapai
Town of Camp Verde*

This is to certify that at the Primary Election held in the Town of Camp Verde on the Eighth day of March 2011,

Bruce George

was duly elected to the office of Town Council in and for said Town for the term of Four years, beginning June 1, 2011. All of which appears by the official returns canvassed by the Mayor and Common Council of the Town of Camp Verde on March 16, 2011, and filed in the Office of the Clerk of the Town of Camp Verde.

In witness whereof, I have herewith set my hand and affixed the seal of the Town of Camp Verde this Sixteenth day of March 2011.



Deborah Barber

Deborah Barber
Clerk of the Town of Camp Verde

Certificate of Election

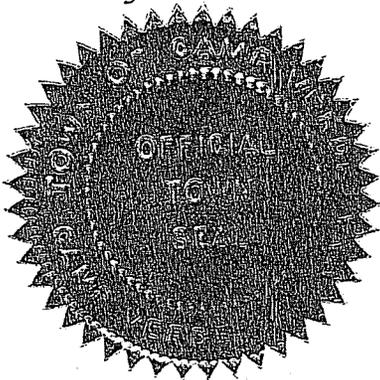
State of Arizona
County of Yavapai
Town of Camp Verde

This is to certify that at the Primary Election held in the Town of Camp Verde on the Eighth day of March 2011,

Alan Buchanan

was duly elected to the office of Town Council in and for said Town for the term of Four years, beginning June 1, 2011. All of which appears by the official returns canvassed by the Mayor and Common Council of the Town of Camp Verde on March 16, 2011, and filed in the Office of the Clerk of the Town of Camp Verde.

In witness whereof, I have herewith set my hand and affixed the seal of the Town of Camp Verde this Sixteenth day of March 2011.



Deborah Barber

Deborah Barber

Clerk of the Town of Camp Verde

Certificate of Election

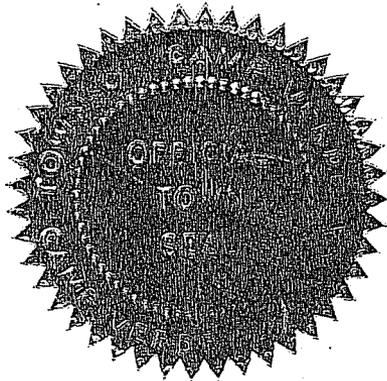
State of Arizona
County of Yavapai
Town of Camp Verde

This is to certify that at the Primary Election held in the Town of Camp Verde on the Eighth day of March 2011,

Carol German

was duly elected to the office of Town Council in and for said Town for the term of Four years, beginning June 1, 2011. All of which appears by the official returns canvassed by the Mayor and Common Council of the Town of Camp Verde on March 16, 2011, and filed in the Office of the Clerk of the Town of Camp Verde.

In witness whereof, I have herewith set my hand and affixed the seal of the Town of Camp Verde this Sixteenth day of March 2011.



Deborah Barber

Deborah Barber
Clerk of the Town of Camp Verde

Certificate of Election

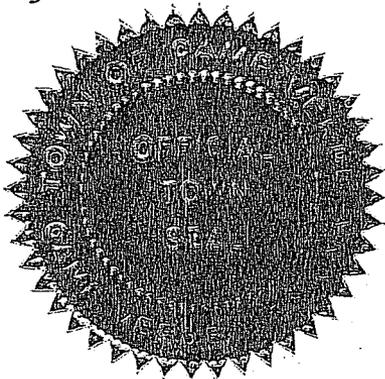
State of Arizona
County of Yavapai
Town of Camp Verde

This is to certify that at the Primary Election held in the Town of Camp Verde on the Eighth day of March 2011,

Bob Burnside

was duly elected to the office of Mayor in and for said Town for the term of Two years, beginning June 1, 2011. All of which appears by the official returns canvassed by the Mayor and Common Council of the Town of Camp Verde on March 16, 2011, and filed in the Office of the Clerk of the Town of Camp Verde.

In witness whereof, I have herewith set my hand and affixed the seal of the Town of Camp Verde this Sixteenth day of March 2011.



Deborah Barber

Deborah Barber
Clerk of the Town of Camp Verde



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: March 16, 2011

Meeting Type:

Consent Agenda – Special Announcements Regular Business Work or Special Session

Reference Document: Out-of-State Travel

Agenda Title (be exact): Possible approval of out-of-state travel for Risk Manager Carol Brown to attend the National Public Risk (Insurance) Manager's Association's (PRIMA) educational conference in Portland, Oregon with \$1,750 of expenses to be reimbursed through a stipend/scholarship program.

Purpose and Background Information:

I recently applied for and was awarded, one of two, \$1,750 Arizona-PRIMA Chapter stipends/scholarships for the aforementioned educational conference. This is an unexpected, but truly unique opportunity for our rural community as these scholarships usually go to other Municipality's Risk Manager.

The approval of the out-of-state travel merits your approval as it will afford the Town the opportunity to enhance my Risk Management knowledge, skills and abilities in cost-effective manner. Risk Management training and education is an important element to safeguarding our rural Town's small budget.

I have estimated that the \$1,750 stipend/scholarship will cover a majority of the expenses, i.e. conference, flight and hotel expenses; however, there will be unfunded expenses such as: (1) unexpected expenses, (2) meals away from the conference and (3) miscellaneous travel/transportation expenses.

Recommendation (Suggested Motion): Move to approve out-of-state travel for Risk Manager Carol Brown to attend the National Public Risk (Insurance) Manager's Association's (PRIMA) educational conference in Portland, Oregon with \$1,750 of expenses to be reimbursed through a stipend/scholarship program.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: Russ Martin has indicated that any unfunded expenses could be expensed to the Town Manager's budgetary unit in Travel line-item 01-20-11-7010

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Administration

Contact Person: Risk Manager Carol Brown

Supporting Documents attached: Yes No N/A (If yes, list detail below)

1) Conference Itinerary # of pages 4

Instructions to Clerk:

Consent agenda item. In the alternative, first item on the agenda please.

Action Report prepared by: cbrown

◀ BACK EMAIL MAGNIFY THUMBNAILS SEARCH PRIMA HOME PRINT NEXT ▶

Saturday, June 4

9:00 a.m. - 5:00 p.m. ARM54 Review Course

Sunday, June 5

8:00 a.m. PRIMA 2011 Golf Outing
Hosted by the Oregon Chapter of PRIMA

9:00 a.m. - 12:00 p.m. ARM54 Review Course

12:30 p.m. - 5:00 p.m. Pre-Conference Session
Winning Presentations: Getting it Right, Anytime, Every Time

1:00 p.m. - 6:00 p.m. Registration Open

2:00 p.m. - 4:00 p.m. ARM/RMPE Testing

*

3:30 p.m. - 4:30 p.m. First-Time Attendee Orientation

6:30 p.m. - 8:30 p.m. Welcome Reception

Monday, June 6

7:30 a.m. - 5:00 p.m. Registration Open

7:30 a.m. - 8:15 a.m. Continental Breakfast

8:00 a.m. - 9:30 a.m. Opening Session

9:30 a.m. - 6:00 p.m. Ribbon Cutting and Exhibit Hall Open

10:45 a.m. - 12:00 p.m. Concurrent Educational Sessions

12:15 p.m. - 1:30 p.m. Awards Luncheon, with Public Risk Manager of the Year award presentation

1:30 p.m. - 2:15 p.m. Dessert Reception in the Exhibit Hall

2:15 p.m. - 5:00 p.m. Concurrent Educational Sessions

5:00 p.m. - 6:30 p.m. Networking Reception in the Exhibit Hall

Tuesday, June 8

7:00 a.m. - 5:00 p.m. Registration Open

7:00 a.m. - 8:00 a.m. Continental Breakfast in Exhibit Hall

8:00 a.m. - 9:30 a.m. General Session

9:30 a.m. - 2:00 p.m. Exhibit Hall Open

9:45 a.m. - 12:00 p.m. Concurrent Educational Sessions

12:00 p.m. - 2:00 p.m. Boxed Lunch and Rattle Drawing in Exhibit Hall

2:15 p.m. - 5:00 p.m. Concurrent Educational Sessions

7:00 p.m. - 10:00 p.m. PRIMA's Night at the Museum



**PRIMA 2011
Annual Conference
Education Sessions**



Time	Monday Session Titles	Track
10:45 a.m. - 12:00 p.m.	Community Safety Leadership, Part 2	Safety and Loss Control
10:45 a.m. - 12:00 p.m.	Leadership: Pay Attention, Improve & Guide	Employee Benefits/Human Resources
10:45 a.m. - 12:00 p.m.	Volunteers: Best Practices Will Save You a Bundle	Risk Management
10:45 a.m. - 12:00 p.m.	Fundamentals of Employment Practices Liability Risk Management for New Risk Managers	Legal and Regulatory
10:45 a.m. - 12:00 p.m.	Minimizing Risk for Deepwater Horizon Response Workers	Risk Control
10:45 a.m. - 12:00 p.m.	Cyberbullying: When Bullying Doesn't Stop on School Grounds	School Risk Management
10:45 a.m. - 12:00 p.m.	Blazing a New Trail: Linking ERM and Disaster Recovery & Resilience	Enterprise Risk Management
10:45 a.m. - 12:00 p.m.	Dividing the Load on the Trail	Pooling
2:00 p.m. - 3:15 p.m.	Loss Forecasting 101: A Practical Model for the Do-It-Yourselfer	Management and Administration
2:00 p.m. - 3:15 p.m.	Handling Cases of Missing and Exploited Children	Risk Control
2:00 p.m. - 3:15 p.m.	Impact of Health Care Reform on Workers' Compensation	Risk Management
2:00 p.m. - 3:15 p.m.	Key Developments and Trends in Public Employment Law	Employee Benefits/Human Resources
2:00 p.m. - 4:30 p.m.	Risk Leadership in the Public Sector: Are You Ready to Grow?	Risk Management
2:00 p.m. - 4:30 p.m.	Public Safety 2011: Why Things Go Right, Why Things Go Wrong	Management and Administration
3:30 p.m. - 4:45 p.m.	Managing Global Risks	School Risk Management
3:30 p.m. - 4:45 p.m.	PRIMA's External Affairs Committee Presents: External Affairs-Internal Issues	Legal and Regulatory
3:30 p.m. - 4:45 p.m.	Special Events: It's Fun and Games Until...	Risk Control
3:30 p.m. - 4:45 p.m.	Making Generational Differences Work for You	Employee Benefits/Human Resources
3:30 p.m. - 4:45 p.m.	Reports: Sell Your Program-Keep Your Job	Risk Management
3:30 p.m. - 4:45 p.m.	No Stragglers on the Trail	Pooling

**PRIMA 2011
Annual Conference
Education Sessions**



Time	Tuesday Session Titles	Track
9:45 a.m. - 11:00 a.m.	Alternative Energy Exposures, Challenges and Mitigation	Risk Control
9:45 a.m. - 11:00 a.m.	Realistic Supervision of Technology and Social Media	Employee Benefits/Human Resources
9:45 a.m. - 11:00 a.m.	Ethics: Practical Fraud and Loss Prevention/Mitigation	Legal and Regulatory
9:45 a.m. - 11:00 a.m.	Using Virtual Storytelling to Enhance the Buy-In of Your Next Presentation	Management and Administration
9:45 a.m. - 11:00 a.m.	Prevention, Mitigation Emergency Preparedness and Avoiding Exposure	Risk Management
11:15 a.m. - 12:30 p.m.	Insurance Company Financial Statements 101	Management and Administration
11:15 a.m. - 12:30 p.m.	You Have the Right to Remain Silent May Come With Unintended Circumstances	Legal and Regulatory
11:15 a.m. - 12:30 p.m.	ERM Roundtable	Enterprise Risk Management
11:15 a.m. - 12:30 p.m.	Education Professionals Roundtable	School Risk Management
11:15 a.m. - 12:30 p.m.	To Self-Insure or Not to Self-Insure: That is the Question	Management and Administration
11:15 a.m. - 12:30 p.m.	Trail's End Pool Information Exchange	Pooling
2:15 p.m. - 3:30 p.m.	Contractual Risk Transfer: How to Blaze the Trail Without Getting Burned	Risk Management
2:15 p.m. - 3:30 p.m.	The Missing Link: ROI, TCOR, Injury Reduction	Risk Control
2:15 p.m. - 3:30 p.m.	Cyber Liability, Exposures & Strategies	Risk Control
2:15 p.m. - 3:30 p.m.	Understanding How Your Loss Experience is Measured	Management and Administration
2:15 p.m. - 4:45 p.m.	Risk Management Best Practices for Schools	School Risk Management
2:15 p.m. - 4:45 p.m.	Bringing ERM to Mayberry: A Practical Exercise Implementing and Reporting on ERM	Enterprise Risk Management
2:15 p.m. - 4:45 p.m.	Intricacies of Federal 1983 Civil Rights Claims	Legal and Regulatory
2:15 p.m. - 4:45 p.m.	Workplace Investigations: Practical and Legal Issues	Legal and Regulatory
3:45 p.m. - 5:00 p.m.	Five Hot Issues in Law Enforcement Liability	Risk Management
3:45 p.m. - 5:00 p.m.	The Unforeseen, the Unanticipated and the Unimaginable: Emerging Risks in the Property Casualty Market	Risk Control
3:45 p.m. - 5:00 p.m.	Making HR Your Risk Management Partner	Employee Benefits/Human Resources
3:45 p.m. - 5:00 p.m.	Personal Best Time on the Trail	Pooling

**PRIMA 2011
Annual Conference
Education Sessions**



Time	Wednesday Session Titles	Track
9:30 a.m. - 10:45 a.m.	Cost Allocation: How Do You Slice It?	Management and Administration
9:30 a.m. - 10:45 a.m.	You Pay or Do You Pay BIG? Managing Transportation Liabilities	Safety and Loss Control
9:30 a.m. - 10:45 a.m.	Selling Risk Management	Risk Management
9:30 a.m. - 10:45 a.m.	Emergency Preparedness for Schools: From the Basics to Comprehensive	School Risk Management
9:30 a.m. - 10:45 a.m.	Strategies for Handling Police/Fire Presumption Claims	Management and Administration
11:00 a.m. - 12:15 p.m.	Developing and Managing a Public Entity OCIP	Risk Management
11:00 a.m. - 12:15 p.m.	What to Expect When Disaster Strikes	Risk Control
11:00 a.m. - 12:15 p.m.	Educating Your Boss to Build Influence	Risk Management
11:00 a.m. - 12:15 p.m.	The Science and Politics of PTSD	Management & Administration
11:00 a.m. - 12:15 p.m.	Scouting For Workers Compensation Cost Drivers	Pooling



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date:

Meeting Type:

Consent Agenda – Special Announcements

Regular Business

Work or Special Session

Reference Document: Proclamations

Agenda Title (be exact): Welcome to new businesses for the month of February and reading of proclamations declaring April as Substance Abuse Awareness Month and as Fair Housing Month.

Purpose and Background Information:

Welcome to the new businesses that opened during the month of February:

- ❖ AZ Sign & Graphics, Inc. – Lakeside, AZ
- ❖ Hoskin Ryan Consultants – Phoenix, AZ
- ❖ J&S Painting, 1931 Royal Way, Camp Verde

Proclamations for the month of April:

- ❖ Possible approval of a proclamation declaring April as "Substance Abuse Awareness Month"
- ❖ Possible approval of a proclamation declaring April as "Fair Housing Month"

Recommendation (Suggested Motion):

N/A

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A Attorney Comments: N/A

Submitting Department: Mayor & Council

Contact Person: Debbie Barber

Supporting Documents attached: Yes No N/A (If yes, list detail below)

- 1) _____ # of pages 2
- 2) _____ # of pages _____
- 3) _____ # of pages _____
- 4) _____ # of pages _____
- 5) _____ # of pages _____

Instructions to Clerk:

Action Report prepared by: D. Barber

**Town of Camp Verde
Camp Verde, Arizona**

PROCLAMATION

Declaring April as:

Fair Housing Month

Whereas, the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act and the Fair Housing Amendments Act of 1988 prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familial status or national origin; and

Whereas, the 1986 and 1988 federal *Fair Housing Acts* declare that it is a national policy to ensure equal opportunities in housing; and

Whereas, April has traditionally been designated as *Fair Housing Month* in the United States,

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde, Camp Verde, Arizona, do hereby Proclaim April as:

Fair Housing Month

In the Town of Camp Verde, and do hereby urge all residents of this community to comply with, and show their support for the letter and spirit of the *Fair Housing Acts*.

Issued this 16th day of March 2011.

Bob Burnside, Mayor

ATTEST:

Deborah Barber, Town Clerk



PROCLAMATION

DECLARING APRIL AS:

SUBSTANCE ABUSE AWARENESS MONTH

WHEREAS, substance abuse has far reaching effects upon the citizens of the Town of Camp Verde, impacting individuals, families, friends, adults and children alike, and

WHEREAS, substance abuse is directly associated with crimes against persons and property, domestic violence, physical illness, child abuse, economic loss, destruction of families, driving while impaired and drug-related vehicular collisions; and

WHEREAS, the resources and capacity of the courts and detention system, hospital emergency rooms and providers of behavioral health services are severely stretched by the proliferation of methamphetamine, illegal drugs and abuse of other substances such as prescription drugs within the Town of Camp Verde; and

WHEREAS, the Town of Camp Verde has united against illegal drugs, as well as prescription drug and alcohol abuse, in a collaborative partnership with MATForce, the Yavapai County Substance Abuse Coalition; and

WHEREAS, MATForce views substance abuse as a community problem that is best addressed through a variety of strategies that bring together education, prevention, treatment and criminal justice resources in a coordinated, individualized approach; and

WHEREAS, MATForce has declared April 2011 as "Substance Abuse Awareness Month" to heighten public awareness of the dangers of substance abuse and of available treatment options.

THEREFORE, the Mayor and Common Council of the Town of Camp Verde, Camp Verde, Arizona, do hereby Proclaim the month of April 2011 as Substance Abuse Awareness Month.

DATED this 16th day of March, 2011.

Bob Burnside, Mayor
Town of Camp Verde

ATTEST:

Deborah Barber, Town Clerk

#8



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: March 16, 2011

Meeting Type:

Consent Agenda – Special Announcements Regular Business Work or Special Session

Reference Document: Liquor License Application

Agenda Title (be exact): Discussion, consideration, and possible approval of Liquor License Application for Barbara Ackerman Goetting-The Horn, located at 348 S. Main Street, Ste. #17 in Camp Verde.

Purpose and Background Information: Staff received and posted the Liquor License Application for Barbara Ackerman Goetting – The Horn, located at 348 S. Main Street, Ste. #17 in Camp Verde as required by law for 20 days. The Town has not received any comments or complaints regarding the application.

Recommendation (Suggested Motion): Approve Liquor License Application for Barbara Ackerman Goetting-The Horn, located at 348 S. Main Street, Ste. #17 in Camp Verde.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

Supporting Documents attached: Yes No N/A (If yes, list detail below)

- 1) Liquor License Application # of pages 22
- 2) _____ # of pages _____
- 3) _____ # of pages _____
- 4) _____ # of pages _____
- 5) _____ # of pages _____

Instructions to Clerk:

Action Report prepared by: V. Jones

Submitter's Signature: V. Jones Date: 3-7-2011

Recipient (Clerk's Office) Signature: _____ Date: _____

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

pd
 #4385
 2-15-11

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees

LICENSE #(s): 07130001 07130001

1. Type of License(s): # 7 wine & beer

Department Use Only

2. Total fees attached: \$

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Goetting, Barbara P1064415 Ackerman
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: White Hills Winery, LLC B1045577
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: The Horn
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 348 S Main St #17 Camp Verde Yavapai 86322
(Do not use PO Box Number) City County Zip
5. Business Phone: 703-969-3378 Daytime Contact: 703-969-3378
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 2530 S Anapaya Camp Verde AZ 86322
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type 7 \$ 11,500 Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 200.00 Application 48.00 Interim Permit 48.00 Agent Change 48.00 Club 48.00 Finger Prints \$ 248.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: M.C. Date: 2/7/2011 Lic. # 07130001

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
 (Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
 (Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____
 Day Month Year

 (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
 L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: White Hills Winery LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 7-7-2010 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1012677-7 Date authorized to do business in AZ: 7-7-2010
5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Goetting	Barbara	Ackerman	Managing member	2530 S Anapaya, Camp Verde	AZ 86302

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Goetting	Barbara	Ackerman	100%	same as above	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: PAPER, MICHAEL LEE Entity: Licensee/Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: Pearl's Place LLC
(Exactly as it appears on license)
- 3. Current Business Name: Larry & Hy's Bare Bones BBQ
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 150 S. Montezuma #111
City, State, Zip Prescott, AZ 86303
- 5. License Type: Beer, Wine Bar License Number: 07130001
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street 7611 Buena Vista Dr.
(Other than business) City, State, Zip Prescott Valley, AZ 86314
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, Michael Paper, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Michael Paper, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

[Signature]
(Signature of CURRENT LICENSEE)

State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this
13 December 2010
Day Month Year

My commission expires on: January 15, 2012

[Signature]
(Signature of NOTARY PUBLIC)



11 FEB 7 11:41 AM '12

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name PEARL'S PLACE LLC
 (Exactly as it appears on license) Name Larry & Hy's Bare Bones BBQ
 Address 150 S Montezuma, Prescott, AZ 86303
150 S Holt Buena Vista Dr, Prescott Valley, AZ 86314
White Hills Winery LLC
2. New Business: Name The Horn
 (Physical Street Location) Address 348 S Main St #17, Camp Verde, AZ 86322
3. License Type: 7 License Number: 07130001
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? 4-15-11 What date do you plan to open? 4-15-11

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

11 FEB 7 11 49 AM '11

1. Distance to nearest school: 1050 ft. Name of school Technology Learning Center, CVUSD
 Address 462 S. Main St, Camp Verde, AZ 86322
 City, State, Zip
2. Distance to nearest church: 500 ft. Name of church Lighthouse Baptist Church
 Address 348 S. Main St, #8A, Camp Verde, AZ 86322
 City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name KBI Property Management
 Address 75-5699 Alii Dr, Kailua-Kona, HI 96740
 City, State, Zip
- 4a. Monthly rental/lease rate \$ 1000 What is the remaining length of the lease 5 yrs. — mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other default
 (give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ — 0 —
 Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? wine & beer bar

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 4-15-11
 month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

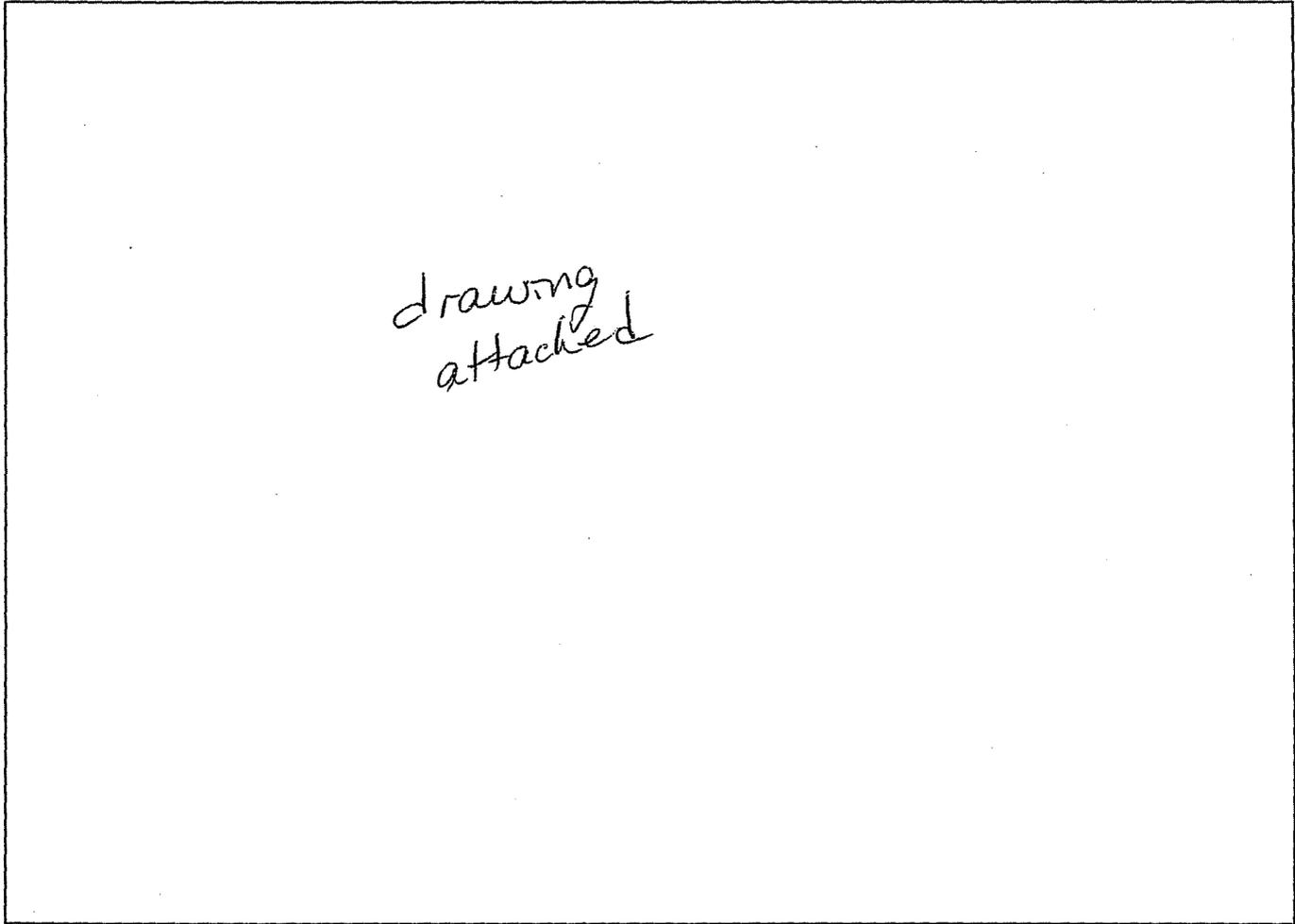
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

hava
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Barbara A. Goetting^{ACKERMAN}, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Yavapai

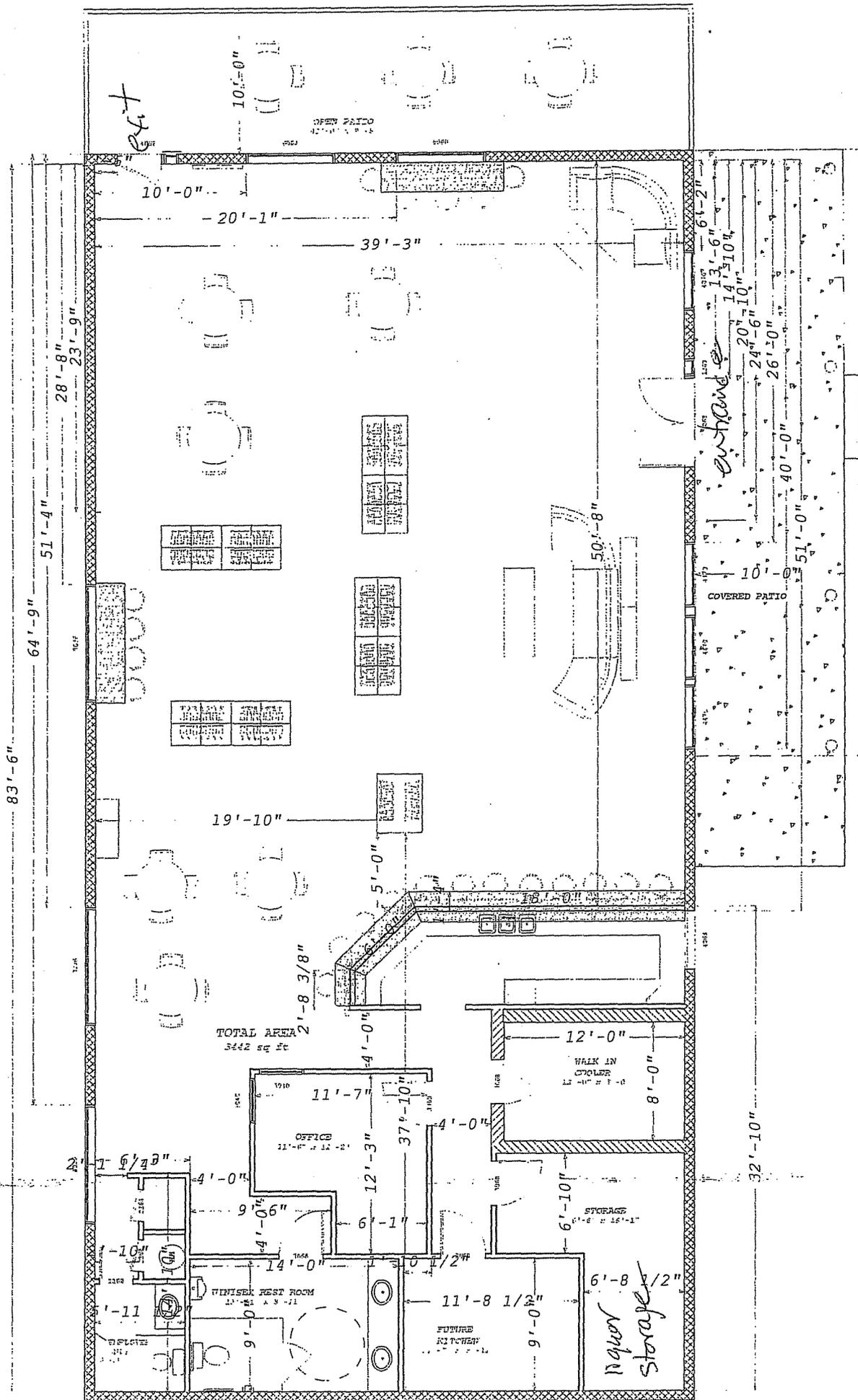


The foregoing instrument was acknowledged before me this

14 of December, 2010
Day Month Year

My commission expires on: 15 Jan 2012
Day Month Year

[Signature]
signature of NOTARY PUBLIC



11 FEB 7 11:47 AM '42

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
BWBAR
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 07130001

Issue Date: 5/4/2005

Expiration Date: 8/31/2011

Issued To:

MICHAEL LEE PAPER, Agent
PEARL'S PLACE LLC, Owner

Beer & Wine Bar

Mailing Address:

MICHAEL LEE PAPER
PEARL'S PLACE LLC
LARRY & HY'S BARE BONES BBQ
7611 BUENA VISTA DR
PRESCOTT VALLEY, AZ 86314

Location:

LARRY & HY'S BARE BONES BBQ
150 S MONTEZUMA
PRESCOTT, AZ 86303

EXP 8/31/2011



POST THIS LICENSE IN A CONSPICUOUS PLACE

COMMISSIONERS
GARY PIERCE - Chairman
BOB STUMP
BANDRA D. KENNEDY
PAUL NEWMAN
BRENDA BURNO



ARIZONA CORPORATION COMMISSION

ERNEST G. JOHNSON
Executive Director

JEFF GRANT
Director
Corporations Division

January 11, 2011

BARBARA GOETTING
2530 S ANAPAYA LN
CAMP VERDE, AZ 86322

RE: WHITE HILLS WINERY, LLC
File Number: L16126777

We are pleased to notify you that your Amendment to Articles of Organization for the above referenced limited liability company HAS BEEN APPROVED.

No publication is required.

We strongly recommend that you periodically monitor your company's record with the Commission, which can be viewed at www.azcc.gov/divisions/corporations. If you have questions or need further information, please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,
Delta Williams
Examiner, Corporations Division

11 FEB 7 11:47 AM '11

CF:10
REV. 01/2009

AZ Corp. Commission



03335369

AZ CORPORATION COMMISSION
FILED

JAN 05 2011

ARTICLES OF AMENDMENT
Pursuant to A.R.S. 29-833 (F)

FILE NO. L:1612677.7

1. The name of the limited liability company is:

White Hills Winery, LLC

2. Attached hereto as Exhibit A is the text of the amendment.

Dated this 1 day of December, 2010

Signature: *B. A. Gockong*

Print Name: Barbara Gockong

Check One: Member Manager

DO NOT PUBLISH THIS SECTION

The amendment must be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is reserved to the members.

AZ CORPORATION COMMISSION
FILED

DEC 23 2010

FILE NO. L:1612677.7

11 FEB 7 11:04 AM '11

01/03/2011 10:25 6025424100

AZ CORP COMMISSION

PAGE 04/04

EXHIBIT A

(Insert the text of the amendment)

Articles of Organization - AMENDMENT

Section 6: Management Structure

Change of "vested in manager(s)"

Stephen Goetting has been deleted as a member and manager of White Hills Winery, LLC. Barbara Goetting remains as a member and manager of White Hills Winery, LLC.

Executed this 1 day of December, 2010

Executed by: 
Barbara Goetting


Stephen Goetting

11 FEB 9 09 AM 11:42

COMMISSIONERS
KRISTINK MAYES - Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP



ARIZONA CORPORATION COMMISSION

ERNEST G. JOHNSON
Executive Director

JEFF GRANT
Director
Corporations Division

July 7, 2010

BARBARA GOETTING
2530 S ANAPAYA LN
CAMP VERDE, AZ 86322

RE: WHITE HILLS WINERY, LLC
File Number: L16126777

We are pleased to notify you that the Articles of Organization for the above-referenced entity **HAVE BEEN APPROVED.**

You must publish a Notice of the filing of your Articles of Organization or, alternatively, you may publish the Articles of Organization in their entirety. For your convenience, we have provided a Notice form that you can complete and submit to the newspaper of your choice. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. Publication must be completed **WITHIN 60 DAYS** after July 7, 2010, which is the date the document was approved for filing by the Commission. A list of acceptable newspapers in each county is enclosed and is also available on the Commission website. The limited liability company may be subject to administrative dissolution if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

We strongly recommend that you periodically monitor your company's record with the Commission, which can be viewed at www.azcc.gov/Divisions/Corporations. If you have questions or need further information, please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona Residents only) at 1-800-345-5819.

Sincerely,

Deanna Horn
Examiner
Corporations Division

LL:13
REV. 01/2009

11 FEB 7 10:42 AM '10

ARIZONA CORPORATION COMMISSION
FILED



03173062

JUL 07 2010

FILE NO. L-1612677-7

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION

NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of professional services. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company" or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. If the statutory agent has a PO BOX then they must also provide a physical address or description of the location.

The agent must sign the articles or provide written consent to acceptance of the appointment.

Select one. This form may be used for:

ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)

ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-641.01)

1. The name of the organization:

A. _____
 LLC Name Reservation File Number (if one has been obtained). If not, leave this line blank

B. White Hills Winery, LLC
 Limited Liability Company Name

2. Known place of business in Arizona (if address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK)

Address 2570 S Anapaya

City Camp Verde State AZ Zip 86322

3. The name and street address of the statutory agent in Arizona

Name Barbara Goetting

Address 2530 S Anapaya

City Camp Verde State AZ Zip 86322

Acceptance of Appointment by Statutory Agent:
 I Barbara Goetting, having been designated to act as
 (Print Name of the Statutory Agent)
 Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.
 Agent Signature: B A Goetting

 If signing on behalf of a company, please print the company name here.

11 FEB 7 09:16 PM '10

DO NOT PUBLISH THIS SECTION

4. Only required for professional limited liability company. The purpose must state the professional service or services that the company is organized to perform. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. The latest date, if any, on which the Company must dissolve. If a dissolution date should include the month, day and year. Perpetual means continuing forever or indefinitely.

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the member(s), check the member's box and provide the name(s) and address (es) of each member. NOTE: If reserved to the member(s) you cannot list any manager.

6B. If vested in manager(s) check the manager's box and provide the name(s) and address (es) of each manager and each member who owns a twenty (20%) percent or greater interest in the capital or profits of the LLC/ PLLC.

The person (s) executing this document need not be a manager or member of the company.

4. Purpose of this (Professional) Limited Liability Company is to provide the following (professional) service(s): (Only required for a Professional LLC Company)

5. Dissolution: The latest date of Dissolution

The latest date to dissolve ___/___/___ (Please enter month, day and four digit year)
 The Limited Liability Company is Perpetual

6. Management Structure: (Check one box only) A.R.S. §29-632(5)

<p>A. <input type="checkbox"/> RESERVED TO THE MEMBER(S) IF RESERVED TO THE MEMBER(S), YOU MAY SELECT ONLY THE MEMBER BOX FOR EACH MEMBER LISTED.</p>	
<p>B. <input checked="" type="checkbox"/> VESTED IN MANAGER(S) IF VESTED IN THE MANAGER(S), AT LEAST ONE ENTRY BELOW MUST HAVE THE MANAGER BOX CHECKED.</p>	
<p>Name <u>Stephen Goetting</u></p> <p><input checked="" type="checkbox"/> Member <input checked="" type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: <u>2530 S Anapaya</u></p> <p>City, <u>Camp Verde</u> State, <u>AZ</u> Zip: <u>86322</u></p>	<p>Name <u>Barbara Goetting</u></p> <p><input checked="" type="checkbox"/> Member <input checked="" type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: <u>2530 S Anapaya</u></p> <p>City, <u>Camp Verde</u> State, <u>AZ</u> Zip: <u>86322</u></p>
<p>Name _____</p> <p><input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City, _____ State, _____ Zip: _____</p>	<p>Name _____</p> <p><input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City, _____ State, _____ Zip: _____</p>

IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

Executed this 29 day of June, 2010
Executed by: B. Goetting Print Name Barbara Goetting
If signing on behalf of a company, please print the company name here.

Phone Number: 703-969-3378 Fax Number: 928-567-6564

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

07130001

(If the location is currently licensed)

1. Check appropriate box - [X] Controlling Person (Complete Questions 1-19) [X] Agent (Complete All Questions except # 14, 14a & 21) [] Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Goetting Last, Barbara First, Ackermond Middle, Date of Birth: 8/1/1959 (NOT a Public Record)

3. Social Security Number: [REDACTED] (NOT a public record), Drivers License #: [REDACTED] (NOT a public record), State: AZ

4. Place of Birth: Pottstown City, Pa State, USA Country (not county), Height: 5'5", Weight: 145, Eyes: hazel, Hair: blonde

5. Marital Status: [] Single [X] Married [] Divorced [] Widowed, Daytime Contact Phone: 703-969-3378

6. Name of Current or Most Recent Spouse: Goetting Last, Stephen Paul First, Date of Birth: 8/1/1959 (NOT a public record)

7. You are a bona fide resident of what state? AZ, If Arizona, date of residency: 8-3-07

8. Telephone number to contact you during business hours for any questions regarding this document. 703-969-3378

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: The Horn, Premises Phone: 703-969-3378

11. Physical Location of Licensed Premises Address: 348 S Main St Suite 17, Camp Verde, Yavapai, AZ 86322

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 1-2003, CURRENT, accountant, Virzona, Inc 2530 S Anapaya Camp Verde AZ 86322

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 13

13. Indicate your residence address for the last five (5) years:

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: 8-2007, CURRENT, own, 2530 S Anapaya, Camp Verde, AZ, 86322. Row 2: 6-2005, 8-2007, own, 1011 N Tuckahoe St, Falls Church, Va, 22046. Row 3: 1-2000, 6-2005, own, 207 Forest Dr, Falls Church, Va, 22046

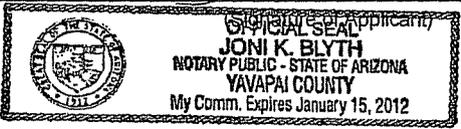
If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 8, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Barbara A. Gocking, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X BA Gocking



My commission expires on: 15 Jan 2012
Day Month Year

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this
14 day of December, 2010
Month Year

[Signature]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

11 FEB 7 11:44 PM '10



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: 07130001

Ownership Name: White Hills Winery, LLC (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Barbara Goetting DATE 1-4-11

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL

TYPE OF LICENSE Arizona Series #7 Beer and Wine Bar License

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: US Passport

A. Are you a citizen or national of the United States? (check one) [X] Yes [] No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country. City Pottstown State (or equivalent) Pa Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

11 FEB 7 1:49:16 PM '11

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

11 FEB 7 10:14 AM '88

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

BA [Signature]
APPLICANT'S SIGNATURE

1-4-11
TODAY'S DATE

11 FEB 7 10:16:28 PM '11

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting for any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DECC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

0730001

(If the location is currently licensed)

1. Check appropriate box → Controlling Person Agent Manager (Only)
(Complete Questions 1-19) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: Goetting Andrew Balliet Date of Birth: [REDACTED]
Last First Middle

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: Arizona
(Not a public record) (Not a public record)

4. Place of Birth: Fairfax Virginia U.S.A. Height: 61 Weight: 175 Eyes: Brown Hair: Brown
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: _____

6. Name of Current or Most Recent Spouse: _____ Date of Birth: 1 / 1 / _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 8-3-2007

8. Telephone number to contact you during business hours for any questions regarding this document. (703) 969-1359

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: The Horn Premises Phone: (703) 969-3378

11. Physical Location of Licensed Premises Address: 348 S. Main St. Suite 17 Camp Verde Yavapai 86322
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
May/2010	CURRENT	admin. assistant	Virzoma Inc, 2530 S. Anapaya Camp Verde AZ
June/2005	May/2010	student	University of Arizona, Tucson AZ 85719

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
8-2007	CURRENT	own	2530 S. Anapaya Camp Verde AZ	Camp Verde	AZ	86322
6-2005	8-2007	own	1011 N. Tuckahoe St.	Falls Church	V.A	22076
1-2000	6-2005	own	207 Forest Dr.	Falls Church	VA	22076

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you ~~NO~~ have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to [redacted] through [redacted] is "YES" YOU MUST attach a signed statement. Give complete details including laws, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Andrew Balliet Goetting, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

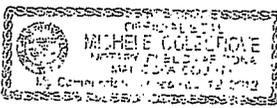
x Andrew Goetting
(Signature of Applicant)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this
7 day of February, 2011
Month Year

Michelle Colegrove
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year



COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of AZ County of Maricopa

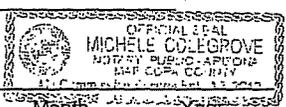
The foregoing instrument was acknowledged before me this
7 day of February, 2011
Month Year

Michelle Colegrove
(Signature of NOTARY PUBLIC)

x BA Goetting
Signature of Controlling Person or Agent (circle one)

Barbara # Goetting
Print Name

My commission expires on: _____
Day Month Year



#9



TOWN OF CAMP VERDE
Council Hears Planning & Zoning Matters
Agenda Action Form

Meeting Date: March 16, 2011

Meeting Type:

- Consent Agenda – Special Announcements
- Regular Business
- Work or Special Session

Reference Document: Use Permit 2011-01

Agenda Title (be exact):

Public Hearing, Discussion, consideration and possible approval or denial for: a Resolution of the Common Council of the Town of Camp Verde, Arizona, approving the Use permit 2011-01 on parcel 404-18-171H, 4.96 acres for the operation of a private party event site, that includes the operation of a commercial kitchen and retail sales. Use Permit in perpetuity.

Purpose and Background Information:

Mr. & Mrs. McReynolds would like to renew their current use permit to be able to accommodate a proposed function for the Camp Verde School District in April of this year. The School District is requesting that they be able to continue the event past the current stipulation of 10:00 pm to conclude at 12:00 pm. Mr. & Mrs. McReynolds did not wish to violate their permit, but wish to accommodate the School District and have made application for a new use permit with additional requests for your consideration.

The current Use Permit 2004-588 includes the following:

- All events to end at 10:00 pm.
- Limited to eight (8) night events a month.
- No sale of alcohol without license or permit.
- Retail sales limited to Western paraphernalia.

The McReynolds would like to keep the current uses and add the following:

- Option of four (4) additional events per year to end at midnight (12:00 pm)
- Unlimited celebrations of life, government sponsored meeting and non-profit organizations and all indoor events.
- In addition to the retail sales of Western paraphernalia, they would like to include, yard decorations, antiques and collectables.
- Retail sales of site grown seedling trees, flowers and natural native plants & vegetables
- Use permit in perpetuity

Mr. & Mrs. McReynolds original Use Permit was PZ 2001-03, in 2004 they requested a change in their stipulations and were granted a new Use Permit, Resolution 2004-588 which had an expiration date of 2014. In the past 10 years, the Community Development Department has not received any complaints.

A neighborhood meeting was held at 4:00 pm on Thursday February 17, 2010 at Campo De Ensueno. Letters were mailed or hand delivered by the applicant to neighbors within 300' and the property was posted with the meeting information. Staff attended the meeting; Mr. McReynolds explained the new uses and the neighbors that attended indicated support of the proposed uses.

There were six (6) neighbors in attendance.

- As of the writing of this staff report, Community Development had not received any comments from the public.

Agency responses were received with the following comments:

- Ron Long – Town Engineer, No Comment
- Barbara Rice – Camp Verde Fire, If grilling or frying on commercial stove, a hood suppression system is required.
- Robert Foreman – Building Official, No Comment
- Marshal's Office – No Comment
- Yavapai Co. Flood Control- No comment
- Yavapai Co. Environmental Services, Recommends that pot-o-johns or comfort stations be provided for any functions anticipating 60 or more guests to prevent overloading of the existing septic systems.
- Camp Verde School District – **Will not have comments until their board meets on March 8th. On March 9th, the School District is to provide us with their comments**

Planning & Zoning Commission recommendation:

Public Hearing, Discussion, consideration and possible recommendation to Council for UP 2011-01: An application submitted by John & Margaret McReynolds for early renewal of their current Use Permit Resolution 2004-588, due February 2014, on parcel 404-18-171H, property also known as "Campo De Ensueno", a private party event site, that includes the operation of a commercial kitchen for catering of private parties.

The current Use Permit includes:

- All events to end at 10:00 pm.
- Limited to eight (8) night events a month.
- No sale of alcohol without license or permit.
- Retail sales limited to Western paraphernalia.

Proposed additional uses:

- Option of four (4) events per year to end at midnight 12:00 pm.
- Unlimited celebrations of life, government sponsored meetings and non-profit organizations and all indoor events.
- Retail sales of yard decorations, antiques and collectables.
- Retail sales of site grown seedling trees, flowers and natural native plants & vegetables.
- Use permit in perpetuity.

This request comes with the understanding that any future additional, or change in uses, must come before the Planning & Zoning Commission and Town Council for approval. Property is located at 115 W. Camp Lincoln Rd.

On a motion by Parrish, seconded by Freeman, the Commission unanimously recommended to Council approval of an application submitted by John & Margaret McReynolds for Use Permit 2011-01 on Parcel 404-18-171H, property also known as "Campo De Ensueno," a private party event site, that includes the operation of a commercial kitchen for catering of private parties; this request comes with the understanding that any future additional, or change in uses, must come before the Planning & Zoning Commission and Town Council for approval; property is located at 115 W. Camp Lincoln Rd.

The Use Permit is to include:

- All events to end at 10:00 p.m. with an option of four (4) events per year to end at midnight (12:00 p.m.)
- Limited to eight (8) night events a month.
- Unlimited celebrations of life, government sponsored meetings and non-profit organizations and all indoor events.
- Retail sales of Western paraphernalia, yard decorations, antiques and collectibles.
- Retail sales of site grown seedling trees, flowers and natural native plants and vegetables.
- No sale of alcohol without license or permit.
- Use permit in perpetuity.

Recommendation (Suggested Motion):

A motion to approve or deny Resolution 2011-836 for Use Permit 2011-01 An application submitted by John & Margaret McReynolds for Use Permit 2011-01 on parcel 404-18-171H, property also known as "Campo De Ensueno", a private party event site, that includes the operation of a commercial kitchen for catering of private parties. This request comes with the understanding that any future additional, or change in uses, must come before the Planning & Zoning Commission and Town Council for approval. Property is located at 115 W. Camp Lincoln Rd.

The Use Permit is to include:

- All events to end at 10:00 pm with an option of four (4) events per year to end at midnight (12:00 pm)
- Limited to eight (8) night events a month.
- Unlimited celebrations of life (funerals, wakes & memorials), government sponsored meetings and non-profit organizations and all indoor events.
- Retail sales of Western paraphernalia, yard decorations, antiques and collectables.
- Retail sales of site grown seedling trees, flowers and natural native plants & vegetables
- No sale of alcohol without license or permit.
- Use Permit in perpetuity.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments: Dated February 28, 2011 "No corrections needed"

Submitting Department: Community Development

Contact Person: Jenna Owens – Asst. Planner

Supporting Documents attached: Yes No N/A (If yes, list detail below)

Staff Report	page 1, 2 & 3 of 20
Draft Resolution	page 4 of 20
Use Permit checklist	page 5 of 20
Application	page 6 of 20
Directions to property	page 7 of 20
Application narrative	pages 8 & 9 of 20
Signed Plot Plan	page 10 of 20
Notarized Affidavit from Neighborhood Meeting	page 11 of 20
Draft minutes from P&Z Comm. mtg. 3/3/2011	pages 12, 13, 14, & 15 of 20
Aerial photograph of property	page 16 of 20
Land Use Map	page 17 of 20
Zoning Map	page 18 of 20
Photo of Campo De Ensueno	page 19 of 20
Large 24X36 inch site plan	page 20 of 20

Instructions to Clerk:

Please run color copies of the Land Use map, Zoning map and photo of Campo De Ensueno. Include with packet the large site plan which is 24" x 36". Please run packet in order listed above.

Action Report prepared by: Jenna Owens – Asst. Planner

Submitter's Signature: Jenna Owens Date: 3-7-11
Recipient (Clerk's Office) Signature: Deborah Barber Date: 3-7-11



DRAFT

RESOLUTION 2011-836

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, APPROVING USE PERMIT 2011-01 ON PARCEL 404-18-171H, 4.96 ACRES FOR THE OPERATION OF A PRIVATE PARTY EVENT SITE, THAT INCLUDES THE OPERATION OF A COMMERCIAL KITCHEN AND RETAIL SALES. USE PERMIT IN PERPETUITY. THE LOCATION OF THE SITE IS 115 W. CAMP LINCOLN RD

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

- A. Request for approval of Use Permit 2010-03 was filed by John and Margaret McReynolds owners of tax parcel 404-18-171H for the purpose of operating a private party site to include a satellite kitchen catering parties on site including retail sales and additional uses listed under item "D". The parcel is zoned RCU 2A, and the proposed uses are permitted under such zoning with a Use Permit.
- B. The request was reviewed by the Planning and Zoning Commission on March 3, 2011 and by the Common Council on March 16, 2011 in public hearings that were advertised and posted according to state law.
- C. A neighborhood meeting was held on February 17, 2011 by the applicant as required by A.R.S. § 9-462.03 and the Town of Camp Verde Ordinance Section 113.
- D. The purpose of the Use Permit is to allow for the operation of a satellite kitchen and the catering of private affairs on site,
- E. The proposed use will not constitute a threat to the health, safety, welfare, or convenience to the general public and should be approved.
- F. Use Permit in perpetuity.

The Common Council of the Town of Camp Verde hereby approves UP 2011-01 for the purpose of a private party event site that will include the operation of a satellite kitchen for the catering of the private events on site located on parcel 404-18-171H with the following stipulations:

- All events to end at 10:00 pm with the option of 4 events per year to end at midnight.
- Limited to eight (8) events per month
- Unlimited celebrations of life (funerals, wakes & memorials), government sponsored meetings, non-profit organizations and all indoor events.
- Retail Sales of Western items, yard decorations, antiques and collectibles.
- Retail Sales of site grown seedling trees, flowers and natural native plants and vegetables.
- Sales of alcohol with license and permit.
- Use Permit in perpetuity.

PASSED AND ADOPTED AT THE REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON MARCH 16, 2011.

Bob Burnside, Mayor

Date: _____

Approved as to form: _____
Town Attorney

Attest: _____
Deborah Barber, Town Clerk

Use Permit Check List

Pre-Application Conference with staff and the Acting Community Development Director

***Directions to Property**

Legal Description

***Letter of Intent (Narrative)**

Public Participation, Neighborhood meeting, completed. Date: *Feb. 17, 2011*

- Copy of letter sent to neighbor's within 300'
- Posting of Property by applicant (photo)
- Affidavit attesting to notification of neighbors
- Sign in sheet
- ***Affidavit of summary of meeting**
- ***Statement of how the applicant addressed neighborhood concerns.**

ADOT outdoor advertising permit (if applicable) for commercial signage

Traffic Impact Analysis or ADOT approval of site access (if applicable)

***Site Plan**

***Vicinity Map with adjacent land use**

***Resolution** (for Council Hears Planning & Zoning)

***Staff Report**

Will include summary of agency & citizen's comments, Traffic Impact Analysis or ADOT approval of site access (if applicable), Town requirements, applicant's narrative as it addresses requirements for application and recommended stipulations if approved. (if any)

Advertising & Posting has been completed & meet State Law Requirements.

Reviewed and approved by Town Attorney (For Council Hears P & Z)

NOTE: *Indicates included in packet

Revised 10/09

CASE NO. 2011-03

PROJECT NO. UP2011-01

TOWN OF CAMP VERDE
COMMUNITY DEVELOPMENT DEPARTMENT
473 S. MAIN STREET, SUITE 108
CAMP VERDE, ARIZONA 86322
(928) 567-8513 • FAX (928) 567-7401

USE PERMIT APPLICATION Fee: Current Fee Schedule

APPLICATION DATE Feb 3 2011 TAKEN BY J. Owens
 ASSESSOR'S PARCEL NO. 4104-18-1714 CLASSIFICATION OF UP _____
 PRESENT ZONING RU2A 4.96 AC FEES \$1800.00
 SUBDIVISION _____ HEARING DATE P: 2^{3/3/11} Council 3/10/11

ADDRESS OF PROPERTY 115 Camp Lincoln
1096 Montezuma Castle Hwy

REQUEST: RENEWAL OF USEAGE PERMIT # 2004-588
With new changes.

OWNER John & MARGARET McREYNOLDS PHONE 821-0205 CELL 567-6969 FAX 567-9004
 ADDRESS PO BOX 375 CITY CAMP VERDE STATE AZ ZIP 86322
 CONTACT PERSON John or Babe McReynolds

If the applicant is not the property owner, the owner shall complete and sign the following statement. I hereby authorize _____ to act as my agent in the application.

Name of Agent

Babe McReynolds
Signature of Owner

Feb 7 2011

Date

BABECOWBOYCOOKING@Yahoo.com

AGENT SAME PHONE _____ FAX _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

CONTACT PERSON _____

I hereby file the above request and declare that all information submitted is true and correct to the best of my knowledge and belief. I further acknowledge that any omission of information or any error in my application may be cause for delay in it's normal scheduling.

Signature of Applicant

Date

DIRECTIONS TO PROPERTY

ASSESSOR'S PARCEL NUMBER 404-18-171 H

APPLICANT'S NAME John S MOREYHOUNDS

PROPERTY ADDRESS 115 CAMP LINCOLN

DIRECTIONS TO PROPERTY NORTH ON MONTEZUMA GASTKE
Hwy WEST ON CAMP LINCOLN LEFT
AT 115 CAMP LINCOLN

February 8 2011

John and Babe McReynolds
115 Camp Lincoln
PO Box 375 Camp Verde Az
567-9104

Subject : RENEWAL OF USEAGE PERMIT
RESOLUTION 2004-588

NEIGHBOR HOOD MEETING

Dear neighbors,

Howdy, on behalf of my self and Babes McReynolds,owners of Parcel # 404-18-171 H 115 Camp Lincoln Commonly know as Campo De Ensue~no are requesting the renewal of our special use permit. Your self as neighbors are the ones most effected by what we do here.

We are inviting you as neighbors to a open house and neighbor hood meeting as required by state law and town ordnance.

The posted meeting time is THURSDAY FEBRUARY 17 AT 4:00 PM . A member of the Town of Camp Verde planning and zone department will be present at this time. I can answer any and all questions you may have.

If you are unable to attended I will be very happy to meet you at your connivance any time . Like always You a more than welcome to stop in any time and visit.

The Approved Resolution 2004-588 was First granted for a 3 year trial period, In 2004 it was renewed for 10 year period.

Approving the operation of a private party event site, that includes the operation of a commercial kitchen For the catering of private parties (on and off site) and the sale of Western paraphernalia.

- 1) All events end at 10 pm
- 2) Limited to eight (8) events per month
- 3) No sale of alcohol without license or permit
- 4) Retail sales limited to Western paraphernalia

We have Followed all Stipulations with out fail

To the best of our knowledge we have only demonstrated the ability to represent ourselves, to share with the Open public, the natural beauty of the property and the great character of the "Town of Camp Verde."

Over the years as time and as the economy has change, we are requesting a few changes that will, assist us, (Campo De Ensue ~ No) in preserving our goals, and the towns requirements to protect the adjoining neighbors. We always represented them well.

Changes we are requesting are as follows :

- 1) All events end at 10:00 pm with the options of 4 events per year to end at 12:00 mid night
- 2)Limited to (8) Events per month " Excluding "celebrations of Life, Government sponsor meetings ,non profit Organizations , All in door events
- 3) NO sales of alcohol with out license or permit (NO CHANGE)
- 4) Retail sales of Western items yard decorations ,antiques , and collectables.

- 5) Retail sales of site grown seedling of trees, flowers and natural native plants and vegetables
- 6) Perpetual time on special use permit, transferable to new parties pending approval of the town council.

Future building site are in approximate site location and will be permitted with the town code
This includes home site presently approved..
The covered equipment storage to be addressed.

Thank you

John & Babe McReynolds

A handwritten signature in cursive script that reads "John & Babe McReynolds". The signature is written in dark ink and is positioned below the typed name.

TOWN OF CAMP VERDE
COMMUNITY DEVELOPMENT DEPARTMENT
PLOT PLAN SKETCH

Show lot/parcel lines and dimensions, adjacent streets and alleys, front of property, driveway, location of all proposed and existing buildings including dimensions, all building setbacks and distances between buildings, location of septic tank and leach lines, locations of incoming water yard lines and meter, electric yard line and meter, gas lines and tanks, any terrain features that affect placements, location and dimensions of easements and any washes, creeks or ditches within 20 feet of the property.

SEE AT MAP
2 Feb 11

PERMIT #	ASSESSOR'S PARCEL #	ADDRESS
	404-18-171 H	115 CAMP LINCOLN

I/we certify that the proposed construction will conform to the dimensions and uses shown and that no changes will be made without first obtaining approval. All structures (including fences, walls and pads, correct setback distances, legal access and easements, cuts, fills, drainage and any water course on or adjacent to the property within 20 feet of any proposed or existing structure has been indicated.



INDICATE NORTH

Scale: _____

Approved By: _____

Date: _____

[Signature]
 Signature of Owner or Authorized Representative

3 Feb 11
 Date

Affidavit

I John S. McReynolds owner of parcel 404-18-1714 have notified my neighbors within 300' of my residence, by sending letters on 2-10-2011 to notify them of the neighborhood meeting that I conducted on the 17 day of February 2011.

I posted my property with meeting date and time on the 8th day of February 2011.

I John S. McReynolds owner of parcel 404-18-1714 have provided a summary of Neighborhood meeting I conducted to the Planning & Zoning Department of Camp Verde within 15 days attesting to the issues and concerns discussed at the Neighborhood Meeting held on the _____ day of _____ 2011.

Summary

Statement: Bizinty owners ASK HOW MUCH SIZE OF PROPERTY
DEPRIVED 4.96 ACES

SAM SHARP INDICATED HE WAS IN FAVOR OF PROJECT
AND SAID WE HAVE DONE EVERY THING WE SAID WE WOULD DO
AND WOULD ATTEND A MEETING IF POSSIBLE

OTHER NEIGHBORS EXPRESS APPROVAL AS PRESENTED.
NEIGHBOR I HAVE NOT CONTACTED WITH AT THIS TIME DARREL & JANE MATTHEWS
DARREN & STACEY GAGNON OTHER THAN MAILING

CHRIS SHULTZ ASK ABOUT VINEYARDS AND YAVAPAI COLLAGE CAL
ASSIST.

If Summary statement is too long, attach a copy.

State of Arizona}

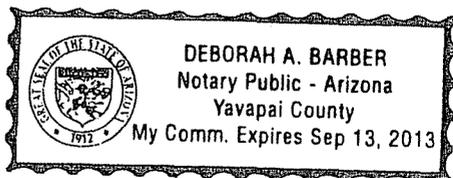
County of Yavapai}

[Signature]

Signature of Document Signer No. 1

Signature of Document Signer No. 2

Subscribed and sworn to (or affirmed) before me this 22 day
of February 2011.



[Signature]
Signature of Notary

MINUTES DRAFT
Regular Session
THE PLANNING AND ZONING COMMISSION
TOWN OF CAMP VERDE COUNCIL CHAMBERS
THURSDAY MARCH 03, 2011
6:30 PM

Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Commission motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion

1. **Call to Order**
The meeting was called to order at 6:30 p.m.

2. **Roll Call**
Chairperson Butner, Vice Chairperson Norton, Commissioners Hisrich, Buchanan, Parrish, Freeman and Hough were present.

Also Present: Acting Community Development Director Mike Jenkins, Asst. Planner Jenna Owens and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**
The Pledge was led by Parrish.

4. **Consent Agenda** - All those items listed below may be enacted upon by one motion and approved as Consent Agenda Items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Commission so requests.
 - a. **Approval of Minutes:**
February 17, 2011 Special Session
 - b. **Set Next Meeting, Date and Time:**
March 17, 2011 Special Session
March 24, 2011 Special Session

On a motion by Hough, seconded by Hisrich, the Consent Agenda was unanimously approved as presented, deleting the March 17, 2011 meeting as noted.

Asst. Planner Owens confirmed that the March 17, 2011 Special Session has been canceled; that will be removed from the Consent Agenda. Commissioner Hough requested confirmation that he would have 14 days to review the revisions made to the Code; Jenkins confirmed that he would.

5. **Call to the Public for Items not on the Agenda**
There was no public input.

6. **Public Hearing, Discussion, consideration and possible recommendation to Council for UP 2011-01:** An application submitted by John & Margaret McReynolds for early renewal of their current Use Permit Resolution 2004-588, due February 2014, on parcel 404-18-171H, property also known as "Campo De Ensueno", a private party event site, that includes the operation of a commercial kitchen for catering of private parties.
The current Use Permit includes:
 - All events to end at 10:00 pm.
 - Limited to eight (8) night events a month.

- No sale of alcohol without license or permit.
- Retail sales limited to Western paraphernalia.

Proposed additional uses:

- Option of four (4) events per year to end at midnight 12:00 pm.
- Unlimited celebrations of life, government sponsored meetings and non-profit organizations and all indoor events.
- Retail sales of yard decorations, antiques and collectables.
- Retail sales of site grown seedling trees, flowers and natural native plants & vegetables.
- No time limit on the Use Permit and transferable to new parties pending approval of the Town Council.

This request comes with the understanding that any future additional, or change in uses, must come before the Planning & Zoning Commission and Town Council for approval. Property is located at 115 W. Camp Lincoln Rd.

On a motion by Parrish, seconded by Freeman, the Commission unanimously recommended to Council approval of an application submitted by John & Margaret McReynolds for Use Permit 2011-01 on Parcel 404-18-171H, property also known as "Campo De Ensueno," a private party event site, that includes the operation of a commercial kitchen for catering of private parties; this request comes with the understanding that any future additional, or change in uses, must come before the Planning & Zoning Commission and Town Council for approval; property is located at 115 W. Camp Lincoln Rd.

The Use Permit is to include:

- All events to end at 10:00 p.m. with an option of four (4) events per year to end at midnight (12:00 p.m.)
- Limited to eight (8) night events a month.
- Unlimited celebrations of life, government sponsored meetings and non-profit organizations and all indoor events.
- Retail sales of Western paraphernalia, yard decorations, antiques and collectibles.
- Retail sales of site grown seedling trees, flowers and natural native plants and vegetables.
- No sale of alcohol without license or permit.
- Use permit in perpetuity.

STAFF PRESENTATION

Asst. Planner Owens reviewed the purpose and background information in connection with the subject request. The application is submitted in response to a request from the Camp Verde School District to accommodate a proposed function in April of this year. The School District is requesting that they be able to continue the event past the current stipulation of 10:00 p.m., to conclude at 12:00 midnight. The current Use Permit will expire in 2014; the application for a new Use Permit includes the additional uses listed above, including no limit on the term of the new Use Permit. In the past 10 years, the Community Development Department has received no complaints. A neighborhood meeting was held on Thursday, February 17, 2011, and letters were mailed or delivered to neighbors within 300', and the information posted on the property as required. The six neighbors in attendance at the meeting all indicated support of the proposed uses. No comments were received from the agencies contacted, except for the recommendation from Yavapai County Environmental Services for additional temporary facilities to prevent overload of the existing septic systems if 60 or more guests are anticipated. The School District will provide their comments

following their Board meeting on March 8th; those comments will be forwarded to the Town Council for the meeting of March 16, 2011.

APPLICANT'S STATEMENT

Commission Discussion

John McReynolds explained that when the project was originally started he said what he was going to do, and he believes that he has accomplished what he had promised in working with the General Plan and achieving the rural atmosphere. Mr. McReynolds said that although the original zoning would have allowed seven houses on his property, he elected to have it down-zoned in order to be able to use the property as he wanted, and to preserve the site as much as possible, keeping a valuable piece of real estate for Camp Verde. There have never been any problems with neighbors. In order to hold the School District function, with the later ending time, the ordinance requires a new Use Permit, and that is why he has made the application now instead of waiting out the remaining two years on the current one.

The Commission discussed with the applicant the additional uses being requested, including the unlimited "celebrations of life," for example, memorial services held in connection with funerals, and other community and agency meetings, all of which would be held in the daytime. Butner questioned the statement in connection with requesting the Use Permit in perpetuity, "and transferable to new parties pending approval of the Town Council." Mr. McReynolds explained that he added that to be totally transparent, as a way to let the public know that such approval would be necessary in the event of sale of the property. Butner requested that the phrase be deleted since requiring approval of the Council would be a given under the ordinance. There was some additional discussion regarding the School District event being planned for April.

For the record, Parrish said he has been to several events at the property, especially the Camp Verde Cavalry event, and wanted everyone to know that Mr. McReynolds holds very nice events, and always goes far beyond what is asked of him; everyone is real proud of John.

7. Public Hearing, Discussion, Consideration and possible recommendation to Council for proposed revisions to the Planning and Zoning Ordinance and Subdivision Regulations.

On a motion by Norton, seconded by Buchanan, the Commission unanimously voted to continue Item 7 to the scheduled meeting on March 24, 2011.

8. Commission Informational Reports:

There were no Commission informational reports.

9. Staff

Owens noted that the meeting previously scheduled for March 10, 2011 has been canceled, as well as the March 17th meeting.

Jenkins explained that the delay in providing the revisions for review on March 10th became necessary after realizing that the existing chaining down of uses could cause a problem with being able to regulate the location of medical marijuana dispensaries. In order to prevent that chaining effect, and put the dispensaries in specific districts, based on the Marshal's recommendation, it has been necessary to work on a large transfer of text. Staff will have the changes

ready on March 10th for the Commissioners for review, and then brought back for hearing on March 24, 2011. Hough suggested that the medical marijuana issue be allowed by Use Permit. There was a brief discussion regarding that option, including requiring a specific zoning district plus a Use Permit.

10. Adjournment

On a motion by Buchanan, seconded by Parrish, the meeting was adjourned at 7:02 p.m.

Joe Butner, Chairman

Planning & Zoning

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Planning & Zoning Commission of the Town of Camp Verde during the Regular Session of the Planning & Zoning Commission of the Town of Camp Verde, Arizona, held on the 3rd day of March 2011. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2011.

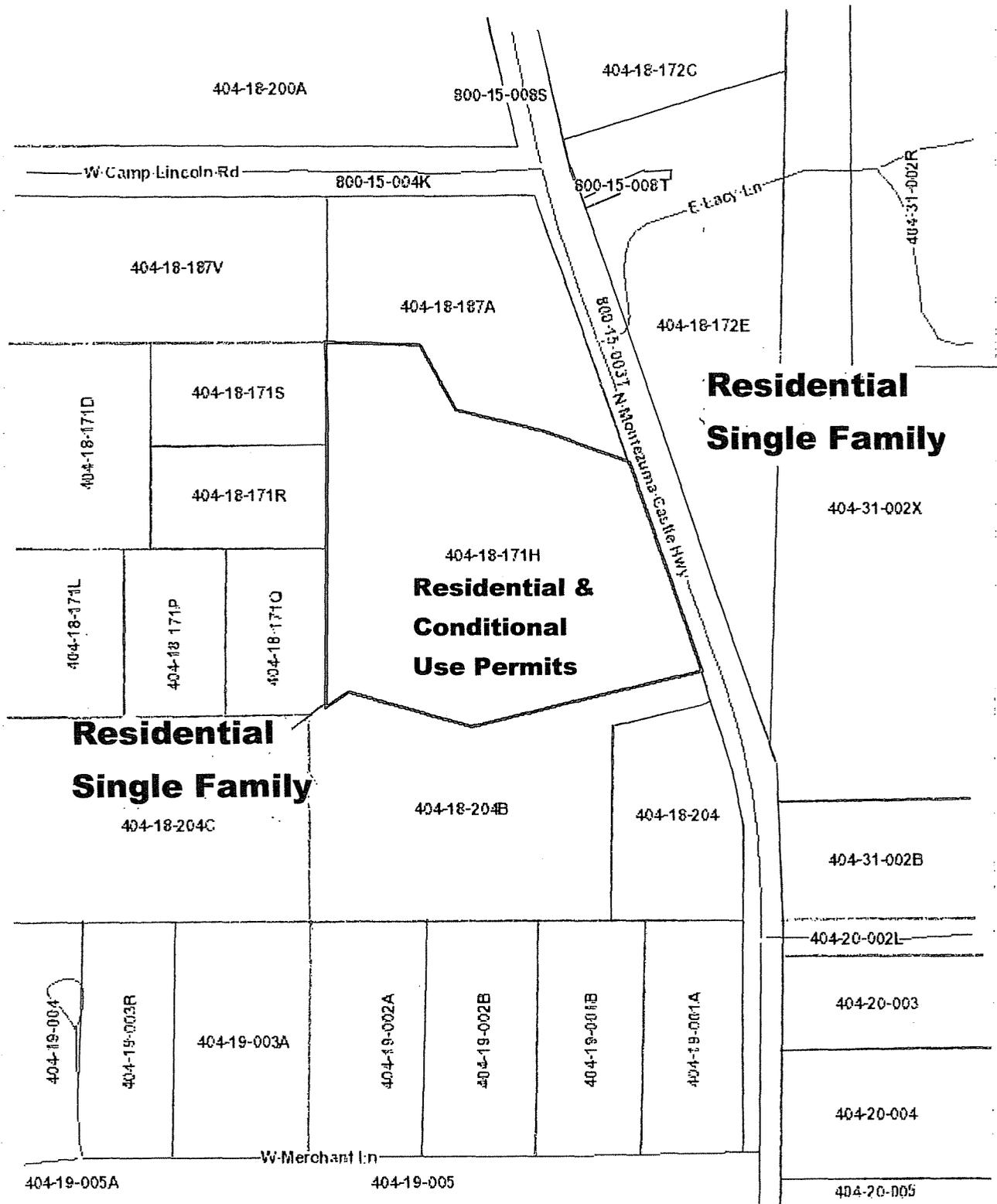
Margaret Harper, Recording Secretary



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

Map created on 2/23/2011

Land Use Map



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: 2.15.2011



10



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: March 16, 2011

Meeting Type:

Consent Agenda – Special Announcements Regular Business Work or Special Session

Reference Document: Letter of Intent to Purchase, February 14th email message, George W. Reeve purchase letter, Boundary Survey, Appraisal Summaries

Agenda Title (be exact): Discussion, consideration and possible direction to Staff to proceed with the preparation of the Purchase Agreement of 16.76 acres on Industrial Drive for the sale price of \$1,390,800 and provide Council with potential financing options for the purchase. *Note:* Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(7) for discussions or consultations with designated representatives of the Council in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property.

Purpose and Background Information:

Negotiations Time Line:

October 20, 2010: Special Session of Council wherein designated representatives were given direction relative to the purchase of approximately 17 acres of parcel #403-22-025E, owned by Beta Ventures L.L.C., located on Industrial Drive for use as the Public Works Yard.

January 25, 2011: A Letter of Intent to Purchase was mailed to the owner's representative, Mr. George Reeve; outlining major terms of the purchase, offering a price \$1,340,800 (Supporting Document #1)

February 10, 2011: Mr. Reeve requests a meeting with Russ Martin, Town Manager, Ron Long, Public Works Director, and Mike Jenkins, Acting Community Development Director to further discuss issues specific to the sale.

February 14 2011: Ron Long provides a summary of the February 10th meeting, via email, to Mr. Reeve and Russ Martin wherein the issues discussed on February 10th are detailed; Access for Oothoudt Trucking, the Gaddis Wash, Water Rights, Donation of Land to the Town, and Development Standards. (Supporting Document #2)

March 8, 2011: Email from George W. Reeve to Ron Long amending the basis for the contract and sale price counter offer of \$1,390,800 (Supporting Document #3)

Recommendation (Suggested Motion): Move to direct Staff, to prepare possible financing options in addition to a Sales Agreement, based on the written negotiations attached as Exhibits 1, 2 & 3, between the Town and Beta Ventures L.L.C. in order to proceed with the purchase of 16.76 acres on Industrial Drive for the sale price of One Million, Three Hundred Ninety Thousand, Eight Hundred Dollars (\$1,390,800).

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Public Works

Contact Person: Ron Long

Supporting Documents attached: Yes No N/A (If yes, list detail below)

- 1) Letter of Intent to Purchase # of pages 2
- 2) Feb. 24th E-mail Communication # of pages 2
- 3) March 8th email letter from George W. Reeve Enterprises # of pages 2
- 4) Property Boundary Survey # of pages 1
- 5) J. Brock & G. Straub Appraisal Summaries # of pages 4
- 6) _____ # of pages _____
- 7) _____ # of pages _____

Instructions to Clerk:

Action Report prepared by: Deborah Ranney



TOWN OF CAMP VERDE

395 S Main Street Camp Verde, AZ 86322
Finance 928-567-6631 Fax 928-567-6702
Parks & Recreation 928-567-0535 Fax 928-567-1540
Public Works Department 928-567-0534 Fax 928-567-1540
www.cvaz.org

January 25, 2011

George W. Reeve
George Reeve Enterprises, Inc.
P.O. Box 72586
Phoenix, AZ 85050

Re: Letter of Intent to Purchase
Parcel 403-22-025E, Camp Verde, Arizona

Dear Mr. Reeve,

As you know, the Town has leased approximately 5.81 acres at the end of Industrial Drive from Beta Ventures since September 1998. This property has proven to be an ideal site for use as our Street Maintenance Yard.

For the past several months we have been performing due diligence and are now prepared to make an offer for approximately 16.76 acres of Parcel 403-22-025E in Camp Verde.

Primarily, our offer is based on the findings of two independent appraisals completed in late 2009, a Boundary Survey (a copy is included for your perusal); the current condition of our state and local economies, and the Town's present financing options.

At this time, we are requesting your written response to the attached Letter of Intent to Purchase. Upon reaching an agreement, The Town is able to purchase the property within 30 to 90 days. As we are beginning the 2011/2012 Budget process we welcome your response within the next two weeks.

I appreciate the candor and patience you have demonstrated in working with us through the years and during our audit of all circumstances associated with this purchase. Please feel free to contact me with any questions you may have.

Sincerely,

Ron Long, Public Works Director
Town of Camp Verde

Enclosures (2)

Cc: Russ Martin, Town Manager



LETTER OF INTENT TO PURCHASE

January 25, 2011

Mr. George Reeve
George Reeve Enterprises, Inc.
P.O. Box 72586
Phoenix, AZ 85050

Subject:

Approximately 16.76 acres of Industrial property located at: Parcel 403-22-025E, 803 N. Industrial Drive, Camp Verde, Arizona

The following are basic terms upon which we would be prepared to purchase the property. Once negotiated, the terms will be incorporated into a formal agreement.

Vendor:

Beta Ventures, L.L.C.

Purchaser:

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

Contact: Mr. Russ Martin, Town Manager

Phone: 928-567-6631

Fax: 928-567-8291

Email: russ.martin@campverde.az.gov

Alternate Contact: Mr. Ron Long, Public Works

Phone: 928-567-0534

Fax: 928-567-1540

Email: ron.long@campverde.az.gov

Purchase Offer:

\$1,340,800

The offer is subject to the following terms:

- Approval of all boundary lines and terms
- Determination of all access to and from subject property and adjoining properties
- Finalization of financing

Please Note:

This letter of intent clearly states the major terms of the agreement that the Town is prepared to move forward with. This is not a contract and is in no way a legally binding agreement between the Town and Beta Ventures (Vendor) and is completely conditional depending upon the transaction.

Ron Long

From: Deb Ranney
Sent: Monday, February 14, 2011 10:05 AM
To: George W. Reeve (georeeve@msn.com); Russ Martin; Ron Long
Subject: Document1
Attachments: Document1.docx

George,

Attached is the letter from Ron Long addressing your meeting on February 10th.

Please let me know if you need additional information.

Deborah Ranney
Public Works Dept.
928-567-0534

Effective January 10, 2010, Town offices are closed on Friday. Hours of operations are Monday - Thursday 7 am to 6 pm.

All messages created in this system belong to the Town of Camp Verde and should be considered a public record subject to disclosure under the Arizona Public Records Law (A.R.S. 39-121). Town employees, Town public officials, and those who generate email to them, should have no expectation of privacy related to the use of this technology.

In addition, to ensure compliance with the Open Meeting Law, Council or Board/Commission members who are recipients of this message should not forward it to other members of the Council or Board/Commission of the Town of Camp Verde. Council Members or Board/Commission members may reply to a staff member regarding this message, but they should not send a copy of a reply to other Council or Board/Commission members.

Please consider our environment before printing this email. 

February 14, 2011

Mr. George Reeve
Beta Ventures
P.O. Box 72586
Phoenix, Arizona 85050

Dear Mr. Reeve,

Thank you for your time on Thursday, February 10th; as a result of that meeting, itemized below are several important issues and solutions involved with the sale of the property (parcel 403-22-025E) on Industrial Drive in Camp Verde.

Access for Oothoudt Trucking: both Oothoudt trucking and the Town's Street Yard are accessed from Industrial Drive. The Town and Beta Ventures will agree to record a 30-foot wide temporary access easement in the current alignment from the end of Industrial Drive to Oothoudt's property. The easement will be prepared and recorded by the Town. Beta Ventures and the Town will agree that upon the development of parcel 403-22-025E by Beta Ventures, a permanent alignment of the temporary easement will be determined by the developer to provide access from Industrial Drive to the Street Yard and Oothoudt Trucking across the Gaddis Wash.

Property Boundary along the Gaddis Wash: the Northwest Street Yard boundary would lie down the center line of Gaddis Wash as shown on the Geometrix Boundary Survey dated December 12, 2010. The Town will prepare and record a 30-foot wide Drainage Easement for Beta Ventures; the Drainage Easement will allow the Town to improve and maintain the Gaddis Wash channel. The 30-foot easement can be counted as a buffer and landscape area for any development of Beta Venture's parcel no. 403-22-025E.

Water Rights: Beta Ventures will transfer all water rights related to the portion of parcel 403-22-025E associated with the purchase of the land.

Donation of land: Beta Ventures will donate the portion of Parcel 403-22-029N that lies on the Southeast side of the Gaddis Wash to the town. The Town agrees to prepare, approve, and record the reconfiguration of the resulting two parcels of property for the donated land. The Southeast portion of parcel 403-22-029N will be combined with the 16.76 acres of parcel 403-22-025E purchased by the Town and recorded as parcel 403-22-029N. The remaining Northwest portion of parcel 403-22-029N will be combined with Beta Ventures' parcel 403-22-025E and recorded as parcel 403-22-025E.

Development Standards: The Town Engineer will write a letter to Beta Ventures describing the Development Standards for any roads within Beta Ventures' parcel 403-22-025E when it is developed. The letter will state the requirement of a 50-foot wide Right of Way with a 24-foot wide road section and a 6-foot wide gravel foot path on one side of the road to be built to Town Engineering Standards.

I believe this addresses all topics discussed in our meeting, if you have any questions please contact me. We look forward to completing the work associated with the purchase of the Street Yard and supporting issues.

Sincerely,
Ron Long P.E.
Public Works Director

Cc: Russ Martin, Town Manager

GWR
George W. Reeve Enterprises, Inc.

March 8, 2011

Ron Long
Public Works Director
Town of Camp Verde
395 S. Main St.
Camp Verde, AZ 86322

Dear Mr. Long,

This letter is to clarify and confirm Beta Ventures willingness to sell 16.76 acres of its property located on Industrial Dr.

The following documents along with the additional modifications that follow are to form the basis for the contract:

1. Letter from the Town of Camp Verde (along with its attachment entitled "Letter of Intent to Purchase") dated January 25, 2011 and signed by Ron Long.
2. Letter addressed to me dated February 14, 2011 that includes five (5) paragraphs as conditions of purchase. (unsigned but sent by Ron Long).
3. Email from Archer Shelton, managing partner of Beta Ventures dated March 1, 2011 approving the sale to the Town of Camp Verde.
4. The additional modifications are as follows:
 - a. Sale price is \$1,390,800.00
 - b. Mutually agreeable improvement of the Gaddis Wash.
 - c. Close of escrow on or before April 29, 2011.

I look forward to assisting you in this transaction.

Yours truly,


George W. Reeve

P. O. Box 72586
Phoenix, AZ 85050
Office: 623-587-5615 Fax: 623-434-1597

Ron Long

From: GEORGE W REEVE ENT INC <georeeve@msn.com>
Sent: Wednesday, March 02, 2011 5:59 AM
To: Ron Long
Subject: Fw: Town of Camp Verde Offer to Purchase

----- Original Message -----

From: CEO Advisors
To: GEORGE W REEVE ENT INC
Sent: Tuesday, March 01, 2011 8:12 PM
Subject: Town of Camp Verde Offer to Purchase

George,

The Members of Beta Ventures, LLC met on Sunday, February 27, and have agreed to sell the property off of Industrial Drive in Camp Verde, as described in the Letter of Intent to Purchase dated January 25, 2011, and the letter from the Town of Camp Verde to you, dated February 14, 2011, subject to the following additional conditions:

- (1) That the selling price be increased by \$50,000, to \$1,390,800.00;
- (2) That the Town agree that all improvements to Gaddis Wash, from Industrial Drive to the Verde Ditch, be completed within five (5) years from the date of the sale.

Please communicate this information to the Town of Camp Verde.

Thanks for all your work.

Beta Ventures, LLC
Archer Shelton
Managing Member

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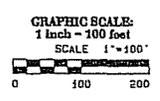
In addition, to ensure compliance with the Open Meeting Law, Council or Board/Commission members who are recipients of this message should not forward it to other members of the Council or Board/Commission of the Town of Camp Verde. Council Members or Board/Commission members may reply to a staff member regarding this message, but they should not send a copy of a reply to other Council or Board/Commission members.

Please consider our environment before printing this email. 

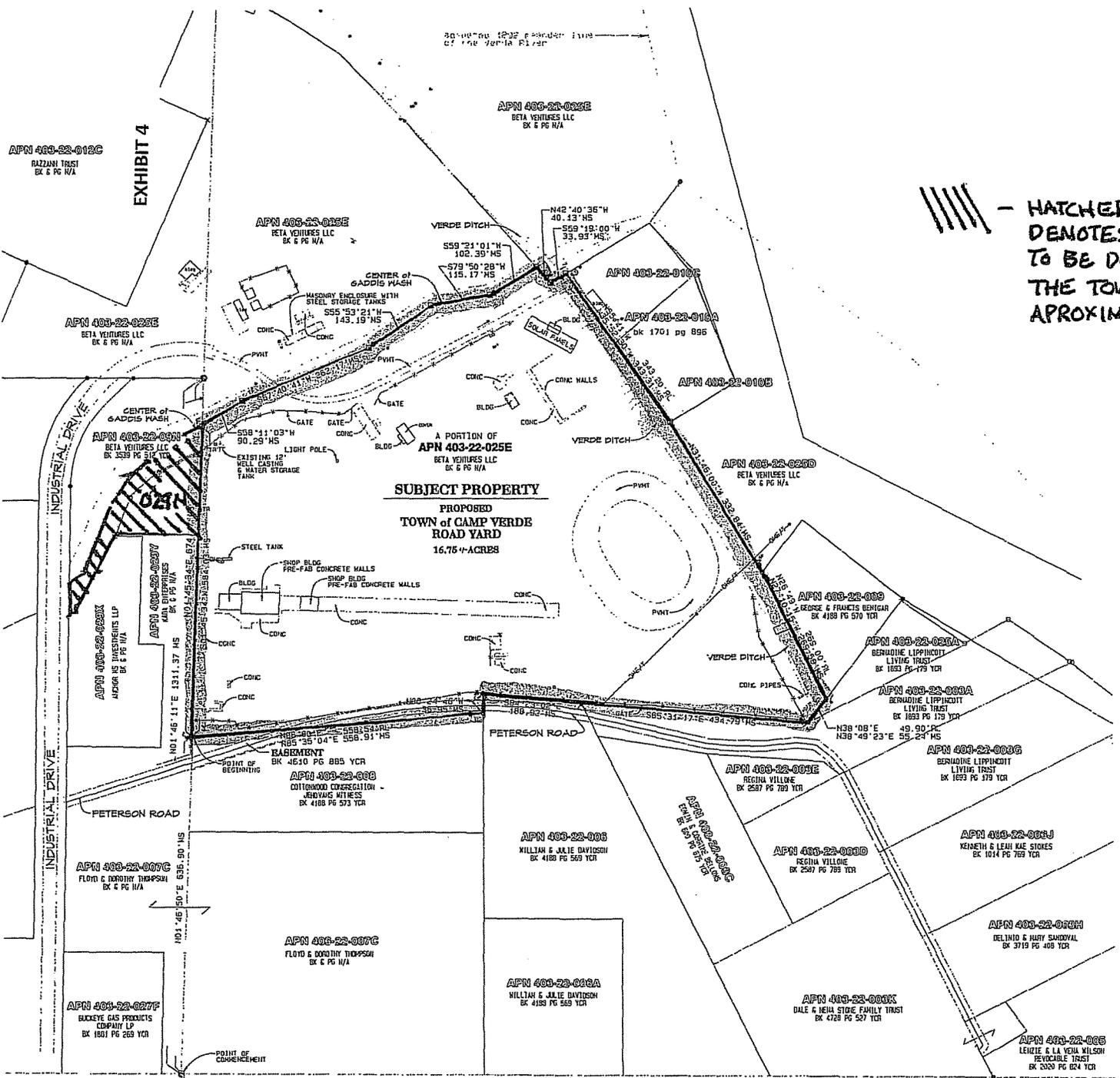
BOUNDARY SURVEY

SHOWING A PORTION OF
SECTION 25
 T14N - R4E
 G6SRM
 TOWN OF CAMP VERDE
 YAVAPAI COUNTY
 ARIZONA

**//// - HATCHED AREA
 DENOTES PROPERTY
 TO BE DONATED TO
 THE TOWN OF CAMP VERDE
 APPROXIMATELY 0.76 ACRES**



LEGEND
 TO COME



CENTER of SECTION 25
 FOUND P.C. NAIL
 & WASHER "1.5 27238"
 SET IN CONCRETE
 SEE SURVEY NOTE

S89°28'00"E 2648.76' R1
 S89°50'06"E 2648.76' S

PREPARED BY:
JODY A. STONE, RLBS

EOMETRIX LLC
 LAND SURVEYING SERVICES
 128 RIVER CAVE ROAD CAMP VERDE AZ 86322
 (928) 567-1900 www.eometrixllc.com



SCALE: 1" = 200'
DRAWN: JAB
PREPARED ON: 12/05/2010

BOUNDARY SURVEY
PROPOSED TOWN ROAD YARD
 CAMP VERDE AZ
 SITUATED IN A PORTION OF
SECTION 25 T14N R4E
 G6SRM YAVAPAI COUNTY AZ

SURVEY NOTES

THIS IS NOT AN ALTA/ACSM SURVEY AND THEREFORE MAY NOT REFLECT THE TRUE CONDITION OF THE PREMISES WITH RESPECT TO OWNERSHIP, EASEMENTS, RIGHTS OF WAY, AGREEMENTS, ETC. OF PUBLIC RECORD. THIS SURVEY AS SHOWN HEREON WAS BASED ON THE YAVAPAI TITLE AGENCY CONDITION OF TITLE REPORT ORDER NO. 03016570 BC/1K1 DATED 10/21/2010 AS FURNISHED BY THE TOWN OF CAMP VERDE PUBLIC WORKS DEPARTMENT. EASEMENTS SHOWN HEREON WERE BASED ON THE SCHEDULE B ITEMS LISTED IN SAID POLICY.

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°52'06" EAST BETWEEN THE CENTER OF SECTION 25 AND THE EAST QUARTER CORNER OF SAECTION 25 AS SHOWN HEREON. THIS SURVEY WAS PERFORMED UTILIZING THE TOPCON HIPER 66 GPS SURVEYING SYSTEM UNDER MY DIRECT SUPERVISION DURING THE MONTH OF DECEMBER, 2010.

THE SPECIAL WARRANTY DEED RECORDED AT BOOK 3539 OF OFFICIAL RECORDS, PAGE 522, RECORDS OF YAVAPAI COUNTY AND HEREIN REFERED TO AS "RL" IN THE LEGEND CONTAINS NUMEROUS ERRORS IN THE METES AND BOUNDS LEGAL DESCRIPTION OF THE SUBJECT PROPERTY WHICH WILL NOT FORM A MATHEMATICAL CLASURE. THE RECORDED DEEDS FOR ADJACENT PROPERTIES WERE PLOTTED, TOGETHER WITH THE USE OF AN UNRECORDED A.L.T.A. SURVEY OF THE SUBJECT PROPERTY PREPARED BY SOUTHWESTERN STATES SURVEYING TO DETERMINE THE BEST FIT METHOD OF CERTAIN PROPERTY LINES AS SHOWN HEREON.

JOSEPH G. BOCK**REAL ESTATE APPRAISAL SERVICES**

2155 Shelby Drive, Suite C
Sedona, AZ 86336

Phone: 928-282-0850
Fax: 928-282-0860

January 20, 2010

Ms. Deborah Ranney, Admin. Ass't.
Town of Camp Verde Public Works Dept.
395 S. Main Street
Camp Verde, AZ 86322

Re: 803 N. Industrial Drive
Camp Verde, AZ

I have made an appraisal of 18 acres (approximately) of industrial zoned land located in Camp Verde, Arizona, portions of APN 403-22-025E and APN 403-22-029N. The purpose of the investigation is to express an opinion of the Fair Market Value of the property as of January 4, 2010. The improvements were excluded in this valuation.

The term "Market Value" is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

- 1.) Buyer and seller are typically motivated;
- 2.) Both parties are well informed or well advised, and acting in what they consider their own best interest;
- 3.) A reasonable time is allowed for exposure in the open market;
- 4.) Payment is made in terms of cash or U. S. dollars or in terms of financial arrangements comparable thereto; and
- 5.) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

~~This is a Summary Report as agreed upon between Appraiser and Client. This report has been made in conformity with, and is subject to, the requirements of the Uniform Standards of Professional Appraisal Practice by the Board the Appraisal Foundation and the Standards and~~

Practices of the State of Arizona Board of Appraisal. Only the Sales Comparison Approach was considered in this report because the subject is vacant land.

The report consists of this transmittal, a narrative report and the following Exhibits:

- Subject and Comparable Photographs
- Parcel Maps
- Assumptions and Limiting Conditions
- Certification and Qualifications of the Appraiser

It is my opinion that the Market Value of the Fee Simple Interest in the property as of January 4, 2010, is:

\$50,000 per acre

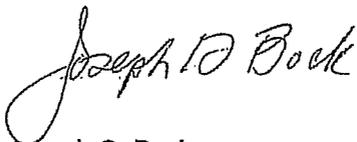
\$900,000

(Nine Hundred Thousand Dollars)

A market exposure period of 12-18 months or less is estimated

I have not investigated the title to, or any liabilities against, the property appraised.

Respectfully submitted,



Joseph G. Bock
Certified General R.E. Appraiser
Certificate No. 30844, State of Arizona
Expires April 30, 2010

JGB:jc

Restricted Use Report - Reeve
Camp Verde, Arizona
December 7, 2009
page 17 of 20

To reach a value conclusion the Sales Comparison Approach compares the subject property with sales of vacant industrial/commercial parcels in Camp Verde. The appraiser checked MLS records and contacted brokers who specialize in the marketing of commercial/industrial properties. There are no known recent sales in the subject neighborhood that are similar to the subject property in size, available utilities and function.

In the Sales Comparison Approach the sale weighted in the final analysis is:

Portion of Parcel 403-23-102N when sold, changed to Parcels 403-23-103P and 403-23-103Y. The property contains 139,392 square feet, more or less. It sold (recorded) in March 2007 for \$594,267.30, or \$4.26 per square foot. Utilities available to the property are power and telephone. Sewer is approximately one block away and the water line and natural gas line are approximately 500 feet away. The topography is level and gently sloping. There is a small wash on the property. The access is adequate. The zoning is M-1. This property is located on Homestead Parkway, approximately two blocks from the subject property.

This sale is weighted because it is the most recent known arms length sale of an M1 zoned parcel in the immediate subject neighborhood.

Adjustments to this comparable are for market conditions (downward), utilities (5% upward equals adjustment of 1.05) and location (10% downward equals adjustment of .90). Adjusting for market conditions yields a current estimated value of the comparable of \$3.49. $\$3.49 \times .945$ (1.05 times .90 equals total adjustment of .945) equals \$3.30. After considering additional data and weighting this sale it is the appraiser's opinion that the market value of the subject property, as of November 1, 2009, is \$3.25 per square foot. The appraised property contains 17 acres/740,520 square feet of land. $\$3.25 \times 740,520$ square feet equals \$2,406,690 (round to \$2,400,000).

The adjustment for utilities reflects the fact the sewer line runs along the boundary of the subject property and the nearest sewer line is approximately one block from the comparable.

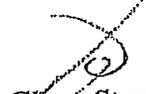
The location adjustment reflects the comparable's superior visibility from and proximity to Highway 260.

In the appraiser's opinion an adjustment for size is not supportable. A 17 acre parcel has more potential than a four acre parcel in terms of uses that would benefit from the location and zoning.

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The appraiser was not provided with a legal description or a title report. The valuation in this report is made assuming that there are no easements or encroachments that would have a negative effect on the function and/or marketability of the subject property. The value is predicated on the area of the subject site being as stated in this report. If the actual area of the site is more or less than stated, the appraiser's estimate of market value may be affected.

Very truly yours,



Glenn Straub
Certification # 30371

#11



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date:

Meeting Type:

Consent Agenda – Special Announcements Regular Business Work or Special Session

Reference Document: Town Code Section 11-1-6 Parks – Alcohol Use

Agenda Title (be exact): Discussion, consideration, and possible direction to staff to amend Section 11-1-6, Alcohol Use as determined by Council.

Purpose and Background Information:

Since the Town no longer sponsor special events, and has developed stringent procedures relative to private events, I would like Council to reconsider the sale and use of alcohol on Town property and rights-of-way. Not allowing alcohol at events that bring our citizens to the heart of our community, has effectively tied the hands of our local businesses and promoters. Local events such as the Corn Festival and block parties provide family entertainment and additional access to the downtown businesses, while attracting tourists.

We recently discovered that the Verde Valley Mounted Sherriff's Posse will not be conducting the Crawdad Festival this year. Section 11-1-6 permits alcohol at three specified events only. The events are Ft. Verde Days, Crawdad Festival, and the Pecan and Wine Festival. Since the Crawdad Festival is no longer an event, I would like Council to consider amending the Town Code so that it specifies a certain number of events, as opposed to naming the events, and to allow alcohol sales at block party(ies) or similar events. The events, of course, would be individually approved by Council through the liquor licensing process.

Recommendation (Suggested Motion):

Move to direct staff to amend Section 11-1-6 Parks – Alcohol Use according to Council's pleasure.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A **Attorney Comments:** N/A

Submitting Department: Mayor & Council

Contact Person: Councilor Roulette

Supporting Documents attached: Yes No N/A (If yes, list detail below)

- 1) Town Code Section 11-1-6 # of pages 2
- 2) _____ # of pages _____
- 3) _____ # of pages _____
- 4) _____ # of pages _____
- 5) _____ # of pages _____

Instructions to Clerk:

If directed by Council, make appropriate revisions to Section 11-1-6 of the Town Code

Action Report prepared by: D. Barber for Councilor Roulette

Section 11-1-6 Parks - Alcohol Use (2000-A162) (2009-A367) (2009-A369)

Definitions: "*Public Recreation Area*" shall include a Town park, district or regional parks, riverfront parks, or areas so designated by the Town Council of the Town Hall complex, such as the adjoining sports fields, parking lots, or gymnasium, or other Town property.

Prohibition on Alcohol Use. It is unlawful for any person to consume, possess, give, or sell any alcoholic beverage within the boundaries of any public recreation area in the Town limits, or in a public thoroughfare, except that persons may sell, purchase, or consume beer and/or wine by permit from the Town AT THE FOLLOWING EVENTS ONLY: FORT VERDE DAYS (BEER ONLY), CRAWDAD FESTIVAL (BEER ONLY), AND PECAN, WINE & ANTIQUE FESTIVAL (WINE ONLY). THE PERMIT WILL SPECIFY THE AREA and other conditions of use. A special event license from the Arizona Department of Liquor Control, is also required. Procedures as outlined in the Town of Camp Verde Special Event Permitting Procedures and Handbook

- A) Proof of alcohol training from Arizona Department of Liquor Control is required as a condition of the permit.
- B) Signs will be posting stating that no one appearing to be intoxicated will be served
- C) "LAST CALL" promotions are strictly prohibited.

Permit Procedures. The Town Manager will establish permit procedures under this ordinance, except that the Town Council may by motion or resolution determine which events sponsored by the Town will have beer sold under a Town special event license.

Violations and Penalties. Violation of this [section] ordinance is declared to be a Class 1 misdemeanor, punishable by fines up to \$2,500 and 6 months in jail or to the limits as may be amended by State law.

Posting. Signs shall be posted in all public recreation areas warning the public of the provisions of this ordinance.