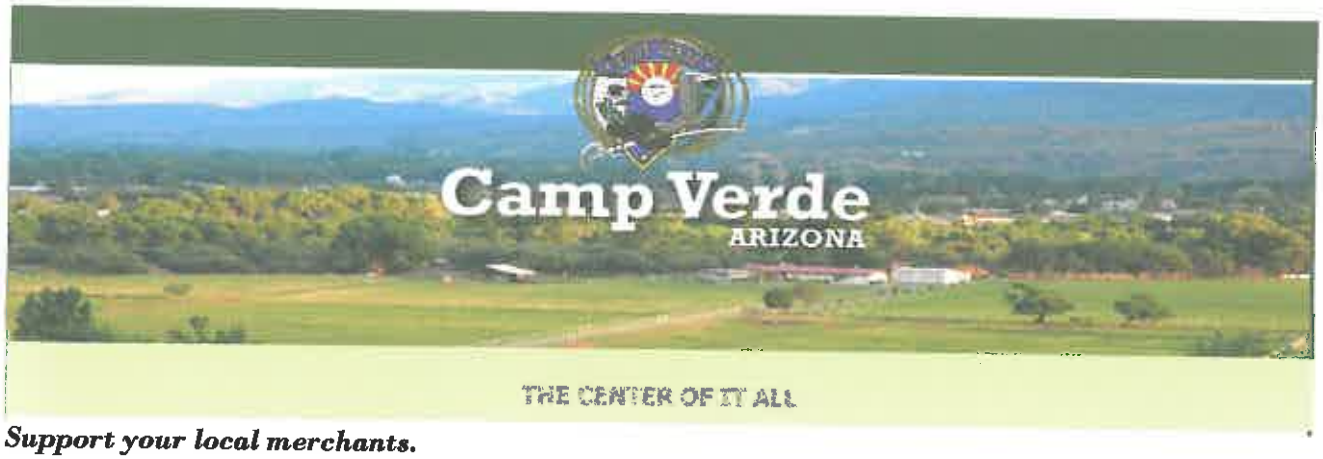

Support your local merchants.

AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, JANUARY 15, 2014 at 6:30 P.M.

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

1. **Call to Order**
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 – December 18, 2013
      2) Special/Work Session – December 11, 2013
   b) **Set Next Meeting, Date and Time:**
      1) January 22, 2014 at 6:30 p.m. – Council Hears Planning & Zoning – **CANCELLED**
      2) January 22, 2014 at 5:30 p.m. – Work Session
      3) Friday, January 24, 2014 at 9:00 a.m. – Council Retreat
   c) **Possible approval of Resolution 2014-905, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting 2014 regular meeting dates and times for Council and all Commissions/Committees and superseding Resolution 2013-879.** Staff Resource: Debbie Barber
   d) **Possible approval of the 2014 Policy Statement that authorizes the Mayor, as the Town's Chief Elected Official, to support or oppose legislative bills relative to the protection of groundwater, State Shared Revenue sources, and land use authority if the bill(s) adversely affect the Town's interest and needs an immediate response.** Staff Resource: Debbie Barber

5. **Special Announcements and presentations** – There are no Special Announcements or Presentations.

6. **Call to the Public for Items not on the Agenda.**

7. **Presentation, discussion, consideration, and possible acceptance of the FY 2012/13 Town of Camp Verde's Audit.** Staff Resource: Mike Showers

8. **Discussion, consideration, and possible recommendation of approval of a Class 13 Domestic Farm Winery liquor license application submitted by Salt Mine Wine, LLC located 536 W. Salt Mine Road in Camp Verde.** Staff Resource: Debbie Barber

9. **Discussion, consideration, and possible approval of the concept and site location near the Ramada for a future all-purpose building to be constructed on Town grounds.** Staff Resource: Ron Long

10. **Discussion, consideration, and possible approval of Resolution 2014-909, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve and execute IGA 13-0002982-I between the Town of Camp Verde and Arizona Department of Transportation for improvements to State Route 260 from Interstate-17 to Thousand Trails Rd.** Staff Resource: Ron Long

11. **Discussion, consideration, and possible award of separate Job Order Contracts to Fann Environmental, Kinney Construction, McDonald Brothers Construction, and Tiffany Construction in order to provide a variety of Public Works, Streets, Stormwater, and general maintenance construction services.** Staff Resource: Ron Long

12. **Discussion, consideration, and possible direction to staff to suspend the Special Events Permit fee for vendors that are registered through Camp Verde promotions, along with the waiver of power fees, electrical fees, and event sponsorship insurance for the 2014 Spring Heritage Festival, Cornfest and Fort Verde Days.** Staff Resource: Steve Ayers

13. **Discussion, consideration, and possible direction to staff to draft an agreement with Camp Verde Alcoholics Anonymous as outlined in the background information on the Agenda Item Submission Form.** Staff Resource: Steve Ayers

14. **Discussion, consideration, and possible approval of Resolution 2014-906, authorization to submit applications and implement CDBG Regional Account and SSP Projects: a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona authorizing the submission of application(s) for FY 2014 Community Development Block Grant Funds (CDBG), certifying that said application(s) meet the community's previously identified Housing and Community Development needs and the requirements of the State CDBG Program, and authorizing all actions necessary to implement and complete the activities outlined in said application(s).** Staff Resource: Debbie Barber

15. **Discussion, consideration, and possible approval of Resolution 2014-907, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting a Residential Antidisplacement and Relocation Assistance Plan for FY14, as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended.** Staff Resource: Debbie Barber

16. **Discussion, consideration, and possible approval of Resolution 2014-908, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona committing local funds as leverage for an FY 2014 Community Development Block Grant applications.** Staff Resource: Debbie Barber

Councilor George requested the following item:

17. **Discussion, consideration, and possible direction to staff to prepare an ordinance recognizing Civil Unions in order to support the right of every person to enter into a lasting and committed relationship with the partner of his or her choice, regardless of gender or sexual orientation.**

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

19. **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.

20. **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.

21. **Adjournment**

Posted by: C. Jones Date/Time: 1-9-2014 12:15 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.

4.a1

MINUTES
REGULAR SESSION COMBINED WITH
COUNCIL HEARS PLANNING & ZONING MATTERS
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, DECEMBER 18, 2013 at 6:30 P.M.

Minutes are a summary of the discussion. They are not verbatim.
Public input is placed after Council discussion to facilitate future research.

1. **Call to Order**
Mayor German called the meeting to order at 6:30 p.m.

2. **Roll Call**
Mayor German, Vice Mayor Baker, and Councilors Carol German, Bruce George, Brad Gordon, Jessie Jones, and Robin Whatley were present.

Also Present
Town Manager Russ Martin, Marshall Nancy Garner, Finance Director Mike Showers, Community Development Director Mike Jenkins, Public Works Director Ron Long, Assistant Public Works Director Troy Odell, Town Clerk Deborah Barber, and Recording Secretary Saepyol Warren.

3. **Pledge of Allegiance**
Mayor German led the pledge.

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

a) **Approval of the Minutes:**
   1) Special Session – December 11, 2013
   2) Executive Session – December 11, 2013 (Recorded)
   3) Special Session – November 21, 2013
   4) Executive Session – November 21, 2013 (Recorded)
   5) Regular Session – November 20, 2013
   6) Special Session – November 20, 2013
   7) Executive Session – November 20, 2013 (Recorded)

b) **Set Next Meeting, Date and Time:**
   1) December 25, 2013 at 6:30 p.m. – **CANCELLED**
   2) January 1, 2014 at 6:30 p.m. – **CANCELLED**
   3) January 8, 2014 at 5:30 p.m. – Work Session
   4) January 15, 2014 at 6:30 p.m. – Regular Session
   5) January 22, 2014 at 6:30 p.m. – Council Hears Planning & Zoning
   6) Friday, January 24, 2014 at 9:00 a.m. – Council Retreat
   7) January 29, 2014 at 5:30 p.m. – Work Session

c) **Possible approval of Ordinance 2013-A389, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Town Code Section 11-1-6 – Parks, Alcohol Use. This amendment limits 'alcohol' to beer and wine only and requires Council approval of all events on Town property in which alcohol is sold and/or consumed.** Staff Resource: Russ Martin

d) **Possible approval of Ordinance 2013-A390, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Town Code, Section 3-1-1, Residency. This amendment sets forth residency requirements in sections 3-2-1, Town Manager and 3-2-4, Town Marshal.** Staff Resource: Russ Martin

e) **Possible approval of Ordinance 2013-A391, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Town Code Section 3-2-1.C Town Manager – Residency. This amendment requires the Manager (after January 2014) to establish residency within the Town limits or the 86322 zip code within 120 days of hire with no exceptions. Prior to January 2014, this section requires Council waiver to live outside the Town limits.** Staff Resource: Russ Martin

f) **Possible approval of Ordinance 2013-A392, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Town Code Section 3-2-4.A Town Marshal – Residency. This amendment requires the Marshal (beginning January 2014) to establish residency within the Town limits or the 86322 zip code within 120 days of hire with no exceptions. Prior to January 2014, this section requires Council waiver to live outside the Town limits.** Staff Resource: Russ Martin
On a motion by George, seconded by Baker, Council voted unanimously to approve the consent agenda with the removal of items 4d, 4 e, and 4f.

On a motion by Baker, seconded by Carol German, Council voted to approve consent agenda items 4d, 4e, and 4f, with Whatley, George, and Gordon voting "No."

5. **Special Announcements and presentations** – There are no Special Announcements or Presentations.

6. **Call to the Public for Items not on the Agenda.**
There was no public input.

7. **Discussion, consideration, and possible appointment of members to the Planning & Zoning Commission. There are two 3-year terms available beginning January 1, 2014 and ending December 31, 2016. Michael Hough and Howard Parrish submitted applications for the two positions.** Staff Resource: Mike Jenkins.
Mike Jenkins expressed his appreciation for the gentlemen.
On a motion by Baker, seconded by George, Council voted unanimously to appoint James Binick and Murray Lichty to the Board of Adjustments and Appeals for 3-year terms beginning January 1, 2014 and ending December 31, 2016.

Howard Parrish joked that he submitted an application because he could not find anyone to take his place.

8. **Discussion, consideration, and possible appointment of members to the Board of Adjustment and Appeals. There are two 3-year terms available beginning January 1, 2014 and ending December 31, 2016. James Binick and Murray Lichty have submitted applications for the two positions.** Staff Resource: Mike Jenkins.
On a motion by Baker, seconded by George, Council voted unanimously to appoint James Binick and Murray Lichty to the Board of Adjustments and Appeals for 3-year terms beginning January 1, 2014 and ending December 31, 2016.

James Binick thanked the Council for the opportunity to serve again.

9. **Discussion, consideration, and possible authorization to utilize the remaining funds from the Water Infrastructure Finance Authority (WIFA) in an amount not to exceed $980,815 in order to complete needed improvements at the wastewater treatment facility as required under the Aquifer Protection Permit (APP) issued by the Arizona Department of Environmental Quality (ADEQ).** Staff Resource: Troy Odell and Jan Grogan
On a motion by George, seconded by Carol German, Council voted to approve the use of $655,000 of the WIFA funds for the UV Disinfection Unit, Tertiary Filtration Unit, Influent Grinder Pump and Rock Trap, and Headworks replacement, but did not authorize the request for the Sludge Drying Beds, 40'x60' metal shop, or Dissolved Oxygen Probe. Baker voted "No" due to wanting more information, and Whatley abstained.

Troy Odell and Jan Grogan explained the list of deficiencies, repairs, and replacements needed at the sanitation plant. The projects will minimize the need for future, more costly repairs and the majority of the requests are projects that the APP requires. They have already applied for an emergency repair permit for the Headworks replacement and want to prevent the need to apply for any more. Odell was not certain that the Headworks replacement would fall under the terms of the original loan.

Grogan reported that the plant was built without a few of the necessary components in order to save on cost, and

that they needed to complete the construction of the plant. The lack of necessary and functional equipment has exposed the plant and workers to hazards while using less-than-ideal, temporary, improvised solutions: such as excessive use of chlorine and having to manually clear debris, which has included hypodermic needles. They explained that the investments though costly, would save money by: a) preventing future catastrophic damages and sewage back-ups beyond the plant, b) by eliminating the need to rent expensive equipment, and c) by protecting current assets. Grogan reported that WIFA has been asking for the unused funds to be returned for years, but that she has been delaying collection. She has also been assuring the ADEQ that the high chlorine usage is a only temporary, to prevent the ADEQ from requiring the Sanitary District to install a costly chlorination system.

Grogan explained that there is an ongoing lawsuit that started around 2009 against Coe Van Loo Consultants, Inc., from which the Sanitary District expected to benefit; yet that arbitration meetings have been continually postponed with a complete lack of cooperation from the defendants. The next meeting is on January 8, 2014 and if that meeting is cancelled or unsuccessful, it would cost $300,000 to take them to court, if that course of action is approved. It is not known when litigation will conclude, how much money would be awarded, whether the lawsuit will be successful, or whether the Town will authorize funds for further pursuit if arbitration fails. Due to these unknown factors, Grogan asked citizens and Council to consider the urgency of the work needed and the money that is already available for use. She said that everyone expected to received money from the lawsuit five years ago, and that the needs of the plant can no longer wait. Grogan, along with Council and Staff, emphasized that the original district voted to approve the WIFA loan and that using WIFA for these projects would not increase taxes.

Council expressed the difficulty of making decisions as new trustees due to the complexity of the issue and the need for more information. They acknowledged that it was unfair for citizens of the original district to bear the entire cost of the repairs and replacements, when many of them do not even benefit from the Sanitary District services. They asked which projects were the most critical and what could be completed within six months. Staff noted that CIP funds would not be sufficient to cover the cost of all the top priority needs of the Santiary District.

Grogan and Odell replied that the UV Disinfection Unit, Tertiary Filtration Unit, Influent Grinder Pump and Rock Trap, and the Headworks replacement were absolutely necessary, and that they could all be completed within six months. They assured Council that they would be as resourceful as possible to keep costs as low as they could, and that they would comprehensively document all projects with photographs and written records.

Public Hearing:
Dick Rynearson, a Sanitary District board member of 5 years, spoke against tearing out the existing trough and said he did not agree with the use of funds for litigation, engineers, and services he does not use.

Nancy Floyd, a Salt Mine Road resident, also does not benefit from Sanitary District services, and expressed that many residents would likely never see a sewer in their lifetime. She asked for details of the loan and payments, requested a copy of the WIFA loan, and asked if there would be any other loans. Grogan replied there would be no additional loans, offered to create a financial spreadsheet of loan payments, and welcomed her to visit the plant to look over loan documents.

Most residents expressed that it was a stretch to categorize the projects as needs for "completing the plant," understanding them to be repairs, replacements, and "upgrades" for which the loan was not originally intended, and thus not the voters' intent. There was much consensus that the priority for the remaining WIFA funds should be to pay down the principle of the loan.

Susy Burnside, a former board member, suggested using CIP funds for the Sludge Drying Beds, asked about the details of the ADQ consent order, and expressed that the latter should have been publicized. She contested that the original plans for the plant authorized a metal shop building. Ms. Burnside urged Council to first review the details of the loan in order to make a later, more informed decision.

10. **Discussion, consideration, and possible approval of Resolution 2013-904, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting the 2013 Town of Camp**

Verde Business Corridor Study. Staff Resource: Ron Long
On a motion by Baker, seconded by Carol German, Council voted to approve Resolution 2013-904 of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting the 2013 Town of Camp Verde Business Corridor Study. Gordon abstained.

Ron Long explained that the resolution refers to the Finnie Flat corridor and tri-intersection proposals presented at the December 11, 2013 Special/Work Session.

11. **Discussion, consideration, and possible approval of an agreement with the Chamber of Commerce for professional service and funding in an amount of up to $12,000.** Staff Resource: Russ Martin
The motion by George, seconded by Whatley, to approve the agreement with an amended pay schedule, failed with Mayor German, Baker, Jones, and Carol German voting "No."

Tom Pitts and Steve Goetting explained their plan for reviving the Camp Verde Chamber of Commerce, reported the success of the many economic development initiatives of Mr. Pitts, and the urgent need for Camp Verde to join the action taking place around the Valley. They requested seed money to fund consultation services, surveys, Chamber Master software, and the labor needed to increase memberships, which would lead to the Chamber becoming a fruitful, self-sustaining organization.

Council and Staff recognized that investing in the Chamber would be beneficial to the Town and to local business, but the majority opinion was that: a) this unbudgeted request needs to be reviewed in the context of all the other demands on the budget, b) volunteerism can revive the Chamber, c) the use of contingency funds for this purpose is not advisable, and d) the timing of the request is not ideal for Council approval.

Councilor Baker requested the following item:

12. **Update by Finance Director Mike Showers relative to the status of the FY13/14 Budget.**
Mike Showers reported that the Town's revenue is $150,000 under budget, that the General fund would be $130,000 in the negative after debt payments, and that the Department Heads are 2% under budget. He expects revenue to go up in the next four months, but explained that numbers fluctuate too much to forecast with consistent accuracy or to identify a trend. He said the Town was operating on as tight of a budget as possible. He said that the Town should expect to delay some projects, but that the overall, there was no reason to be nervous.

Council expressed appreciation for the update and requested a quarterly report that consisted of a succinct one-page overview of the Town's financial status.

13. **Call to the Public for items not on the agenda**
There was no public input.

14. **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.

George attended a transportation meeting and requested a work session to discuss the results from that meeting which would affect community development decisions.

Gordon attended a Fire District Board meeting and a General Plan meeting.

Baker attended a Water Advisory Council meeting, and recognized citizens Debbie Roulette and Carly Androus for their dedicated service to the Town.

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

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

Manager Russ Martin reported that he had a confidential memorandum for Council; that most communities have already approved the Hwy 260 plans; and that Camp Verde is working out issues with the Yavapai Apache Nation before approval. He announced that the Christmas party was a success with about 100 attendants, and that Town offices would be closed on Christmas Eve, Christmas Day, New Years Day.

16. **Adjournment**

On a motion by German, seconded by Jones, Council voted unanimously to adjourn the meeting at 9:25 p.m.

_____

Charles German, Mayor

_____

Saepyol Warren, 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 Combined with Council Hears Planning & Zoning Matters of the Town Council of Camp Verde, Arizona, held on December 18, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2013.

_____

Debbie Barber, Town Clerk

4.a2

MINUTES
SPECIAL/WORK SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, DECEMBER 11, 2013 at 5:30 p.m.

Minutes are a summary of the discussion. They are not verbatim.
Public input is placed after Council discussion to facilitate future research.

1. **Call to Order**
Mayor German called the meeting to order at 5:30 p.m.

2. **Roll Call**
Mayor German, Vice Mayor Baker, and Councilors Carol German, Bruce George, Brad Gordon, Jessie Jones, and Robin Whatley were present.

Also Present
Manager Russ Martin, Public Works Director Ron Long, Assistant Public Works Director Troy Odell, Town Clerk Deborah Barber, and Recording Secretary Saepyol Warren.

3. **Pledge of Allegiance**
Mayor German led the pledge.

4. **Community Development Block Grant (CDBG) Public Hearing followed by discussion, consideration, and possible direction to staff relative to prioritizing projects to submit in the 2014 NACOG Regional Account application for CDBG funds.** Staff Resource: Debbie Barber/Ron Long
Council gave the staff direction to prioritize the CDBG funds as follows: first priority is to resurface 3rd, 4th, and 5th streets between West Head Street and West Arnold Street; then to fund the Verde Valley Senior Center's request for a $27,000 van, and lastly $18,000 for kitchen equipment--as long as the streets project can be completed without the use of General Funds.

Town Clerk Debbie Barber explained that a second public hearing for this issue is expected to be scheduled. A total of $264,000 is projected to be available from CDBG funds this year, which is about $100,000 less than the last two funding cycles to budget cuts. Notices have been sent to agencies such as Bread of Life and Adult Reading Program to notify them of their eligibility to apply for funds. Since 1987, the Town has received about $2 million, which has been used for loan fund programs, roads, the Senior Center, Townsite improvement projects, the 1998 redevelopment committee, community beautification, 3rd through 5th Streets along Head Street, and for bikes lanes and lights along Holloman Street. The last phase for all the streets between Head and Holloman Streets is estimated to cost $410,000—of which about $145,000 would be the Town's responsibility. CDBG funds must be used to accomplish one of three national objectives: 1) 51% of the beneficiaries must be considered low-to- moderate income, 2) serve limited clientele, or 3) solve an urgent health hazard.

Staff's suggestion to improve the 7th St sidewalk from General Crook Trail to Finnie Flat Road, which would support the Senior Apartments, is estimated to cost $703,000 and the area would be difficult to qualify due to the higher income levels. An after-school program submitted a request for funds, but it did not have the required 501c3 status, or the necessary finances to carry out the program.

Barber explained that it is a year-long process to pre-qualify an area due to the need for a 75% survey response rate for validating family size and income levels. Census data can make the process easier, but such is no longer available. The focus must be on limited clientele areas such as AIDs patients, the homeless, childcare for low-to-moderate income, and senior citizens. These funds are available once every four years and this is the third funding cycle since 1998. It has taken 12 years to complete the streets projects from Head Street to Arnold Street. Camp Verde is competitive for applying for the State Special Projects funds, but there is always the chance that the funds are not awarded.

Public Works Director Ron Long explained that the engineering for the pre-qualified streets project was a

straightforward process of remove existing asphalt and resurface with the same dimensions, without any curb and gutter.

Public Hearing:
Elaine Bremner from Verde Valley Senior Center requested $27,000 for a new van and $18,000 for new kitchen equipment to include: a pizza oven, convection oven, refrigerated salad bar as recommended by AZ Health Department. The van would be used to transport Camp Verde residents to appointments and services; and the kitchen equipment would make it possible to continue providing safe, quality, hot meals for all the Verde Valley. NACOG only reimburses half of the first 1900 meals, which covers a small fraction of the total cost for the 5000 meals the Senior Center produces and delivers monthly. It is critical, therefore, for everyone in the Verde Valley to contribute. Ms. Bremner assured Council that she has already asked Clarkdale for financial assistance and will attend Cottonwood's public hearing to request CDBG funds for different needs.

Murray Lichty recommended adding streetlights to Main Street to improve visibility and prevent accidents, such as hitting pedestrians. He suggested for the Verde Valley Senior Center, that Elaine look into government vehicle auctions in Phoenix.

Council inquired whether CDBG funds could be used for leasing or buying a used vehicle for the Senior Center. There was concern about not having enough money in HURF funds to cover the streets project. Town Manager Russ Martin reported an estimated $1 million in HURF reserves, although about half the funds are already committed for other purposes. Staff explained that awarding funds to the Senior Center in Cottonwood would give the Town leverage for negotiating the extent of services provided for Camp Verde residents. The Town would enter into a contractual agreement with the Verde Valley Senior Center to delineate terms for financing their requests.

Staff explained that Mr. Lichty's request would not be eligible for CDBG due to Main Street being a commercial district. Staff and Council agreed the issue is worth discussing as a future agenda item, recognizing that the Dark Skies ordinance will be an important consideration.

5. **Summary presentation of the Planning Assistance for Rural Areas (PARA) – Final Report of the Business Corridor Study. The summary will cover the study's purpose, study area, study process, the two selected concepts for improving the tri-intersection and a concept for the Finnie Flat business corridor.** Staff Resource: Ron Long

Ron Long presented two options for improving the Circle K intersection: 1) install a new signal light before Circle K, creating at least 2 lanes, and allowing for a left turn onto Montezuma Castle Hwy from Finnie Flat, as well as a right turn to go south onto Montezuma Castle Hwy; or 2) install a traffic circle in front of Circle K. The study by federal highways cost $250,000 and the report will be submitted on December 18, 2013. This study qualifies the Town for funding and works with the plans for the 2005 Transportation Enhancement grant for $430,000 already in place. The purpose of the study is to improve safety and congestion, facilitate tourism, and prepare for increased traffic. The process has involved several meetings with stakeholders and emergency services.

Staff and Council preferred the first option, which is estimated to cost $800,000. This does not include the significant retaining walls called for in the plans, which Long believes are unnecessary.

The study also seeks to improve the gateway into the Town, which is the business corridor of Finnie Flat. It includes plans to address pedestrian and bicycle connectivity, as well as transit issues.

Staff and Council agreed on the need for a public improvement ordinance, which holds new businesses responsible for the cost and construction of traffic and storm water mitigation as a part of development. Long explained that Developers have come to expect compliance with "Adequate Public Improvement" ordinances as long as they are reasonable.

Long hopes for a design by summer 2014 that includes Montezuma Caste Hwy up to the new library. Construction

is scheduled for 2015.

Council wishes to discuss the renaming of Finney Flat Road to Main Street as a future agenda item.

Public Hearing: Murray Lichty suggested condemning or acquiring the businesses and properties at the tri-intersection in order to close off a portion of Montezuma Castle Hwy and widen the roads to create one straight T-intersection. He also suggested widening Salt Mine Road to alleviate congestion.

6. **PowerPoint presentation, explanation, and discussion of the requirements of the Arizona Department of Environmental Quality (ADEQ) and the need for a complete Stormwater Program that includes a comprehensive drainage plan.** Staff Resource: Ron Long

Presentation was rescheduled for January 8, 2014.

Public Hearing:
Resident Bob Johnson requested more culverts for under Hwy 260 to alleviate flooding in the Verde Lakes neighborhood; as well as for the four existing culverts half-full of debris to be cleared out.

Verde Lakes Resident Ken Church requested help to prevent flooding in his neighborhood, which has affected his home several times over the last 15 years, costing $50,000 in remediation and problems with mold. He asked for work to be done before the 2014 monsoon season.

Assistant Public Works Director Troy Odell explained that Verde Lakes is a small portion of what will be addressed in the presentation and comprehensive drainage plans, but that Verde Lakes residents could expect to see work being done in the near future.

7. **Adjournment**
On a motion by Jones, seconded by Baker, Council voted unanimously to adjourn the meeting at 7:24 p.m.

_____
Charles German, Mayor

_____
Saepyol Warren, 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 Special/Work Session of the Town Council of Camp Verde, Arizona, held on December 11, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2013.

_____
Debbie Barber, Town Clerk

4.C

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 15, 2014

☒ *Consent Agenda* ☐ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation* ☐ *Pre-Session Agenda*

Requesting Department: Clerk's Office

Staff Resource/Contact Person: Deborah Barber

Agenda Title (be exact: *Possible approval of Resolution 2014-905, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, setting 2014 meeting dates and times for Council and all commissions/committees. Superseding Resolution 2013-879*

List Attached Documents: Resolution 2014-905

Estimated Presentation Time: 1

Estimated Discussion Time: 1

Reviews Completed by:

☒ ***Department Head:*** Deborah Barber ☒ ***Town Attorney Comments:*** reviewed 12-17-2013

☐ ***Finance Department*** N/A
Fiscal Impact: None
Budget Code: N/A ***Amount Remaining:*** _____
Comments:

Background Information: Town Code, 4-2-1.3 stipulates that Council will establish by Resolution, the meeting dates and times for Council and all Boards and Commissions in January of each year. This resolution meets the Town Code requirements and establishes the 2014 meeting dates and times for Council and all Commissions/Committees for 2014

Recommended Action (Motion): Approve Resolution 2014-905, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, setting 2014 meeting dates and times for Council and all commissions/committees. Superseding Resolution 2013-879

Instructions to the Clerk: **Process Resolution**

RESOLUTION 2014-905

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, SETTING 2014 MEETING DATES AND TIMES FOR COUNCIL AND ALL COMMISSIONS/COMMITTEES
Superseding Resolution 2013-879

WHEREAS, it is in the best interest of the Town to inform citizens of all regular Council, Commission and Committee meetings, dates and times,

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde do hereby resolve to establish the following meeting dates and times for the Mayor and Common Council, Town Commissions, and Committees as follows:

Mayor and Council, Board, and Commission Meeting Schedule

Note: Meetings are held in Council Chambers located at 473 S. Main Street, Ste. 106, Camp Verde, Arizona unless otherwise noted on the notice that is posted no later than 24 hours prior to each meeting. Special meetings or work sessions may be scheduled by consent of the Town Manager and will be posted no later than 24 hours prior to such meeting.

Mayor and Common Council of the Town of Camp Verde 2014 Meeting Schedule		
Regular Session	January 1, 2014-Cancelled	6:30 p.m.
Work Session	January 8, 2014	5:30 p.m
Regular Session	January 15, 2014	6:30 p.m.
Council Hears P&Z Matters	January 22, 2014	6:30 p.m.
Regular Session	February 5, 2014	6:30 p.m.
Regular Session	February 19, 2014	6:30 p.m.
Council Hears P&Z Matters	February 26, 2014	6:30 p.m.
Regular Session	March 5, 2014	6:30 p.m.
Regular Session	March 19, 2014	6:30 p.m.
Council Hears P&Z Matters	March 26, 2014	6:30 p.m.
Regular Session	April 2, 2014	6:30 p.m.
Regular Session	April 16, 2014	6:30 p.m.
Council Hears P&Z Matters	April 23, 2014	6:30 p.m.
Regular Session	May 7, 2014	6:30 p.m.
Regular Session	May 21, 2014	6:30 p.m.
Council Hears P&Z Matters	May 28, 2014	6:30 p.m.
Regular Session	June 4, 2014	6:30 p.m.
Regular Session	June 18, 2014	6:30 p.m.
Council Hears P&Z Matters	June 25, 2014	6:30 p.m.
Regular Session	July 2, 2014	6:30 p.m.
Regular Session	July 16, 2014	6:30 p.m.
Council Hears P&Z Matters	July 23, 2014	6:30 p.m.
Regular Session	August 6, 2014	6:30 p.m.
Regular Session	August 20, 2014	6:30 p.m.
Council Hears P&Z Matters	August 27, 2014	6:30 p.m.
Regular Session	September 3, 2014	6:30 p.m.
Regular Session	September 17, 2014	6:30 p.m.
Council Hears P&Z Matters	September 24, 2014	6:30 p.m.
Regular Session	October 1, 2014	6:30 p.m.
Regular Session	October 15, 2014	6:30 p.m.
Council Hears P&Z Matters	October 22, 2014	6:30 p.m.
Regular Session	November 5, 2014	6:30 p.m.
Regular Session & PZ Matters Combined	November 19, 2014	6:30 p.m.
Council Hears P&Z Matters - CANCELLED	November 26, 2014 Cancelled	6:30 p.m.
Regular Session	December 3, 2014	6:30 p.m.
Regular Session P&Z Combined	December 17, 2014	6:30 p.m.
Council Hears P&Z Matters-Cancelled	December 24, 2014	6:30 p.m.

Regular Meetings of the Planning & Zoning Commission

Notice is hereby given to the members of the Planning & Zoning Commission and to the general public that the Planning & Zoning Commission of the Town of Camp Verde will hold **Regular Meetings on the first Thursday of every other month beginning in January 2014 unless there is a paid application, which in this case, the meeting will be held on the second Thursday of the month as a Special Session. Additionally, Special Session meetings may be held on the second Thursday of each month at 6:30 p.m. as needed.**

Planning & Zoning Commission of the Town of Camp Verde 2014 Meeting Schedule		
Regular Session	**January 2, 2014**	**6:30 p.m.**
Special Session (as needed)	January 9, 2014	6:30 p.m.
Special Session (as needed)	February 6, 2014	6:30 p.m
Special Session (as needed)	February 13,2014	6:30 p.m.
Regular Session	**March 6, 2014**	**6:30 p.m.**
Special Session (as needed)	March 13, 2014	6:30 p.m.
First Quarterly Report for Period January 2014 through March 2014 will be heard at the April 16, 2014 Council Meeting.		
Special Session (as needed)	April 3, 2014	6:30 p.m.
Special Session (as needed)	April 10, 2014	6:30 p.m
Regular Session	**May 1, 2014**	**6:30 p.m.**
Special Session (as needed)	May 8, 2014	6:30 p.m.
Special Session (as needed)	June 5, 2014	6:30 p.m.
Special Session (as needed)	June 12, 2014	6:30 p.m.
Second Quarterly Report for Period April 2014 through June 2014 will be heard at the July 16, 2014 Council Meeting.		
Regular Session-Cancelled	**July 3, 2014**	**6:30 p.m.**
Special Session (as needed)	July 10, 2014	6:30 p.m.
Special Session (as needed)	August 7, 2014	6:30 p.m.
Special Session (as needed)	August 14, 2014	6:30 p.m.
Regular Session	**September 4, 2014**	**6:30 p.m.**
Special Session (as needed)	September 11, 2014	6:30 p.m.
Third Quarterly Report for Period July 2014 through September 2014 will be heard at the October 15, 2014 Council Meeting.		
Special Session (as needed)	October 2, 2014	6:30 p.m.
Special Session (as needed)	October 9, 2014	6:30 p.m.
Regular Session	**November 6, 2014**	**6:30 p.m.**
Special Session (as needed	November 13, 2014	6:30 p.m.
Special Session (as needed)	December 4, 2014	6:30 p.m.
Special Session (as needed)	December 11, 2014	6:30 p.m.
Fourth Quarterly Report for Period October 2014 through December 2014 will be heard at the January 14, 2015 Council Meeting.		

Regular Meetings of the Board of Adjustments

Notice is hereby given to the members of the Board of Adjustments and to the general public that the Board of Adjustments of the Town of Camp Verde will hold **Regular Meetings on the second Tuesday of every month at 3:00 p.m. as needed.**

Board of Adjustments of the Town of Camp Verde 2014 Meeting Schedule		
1. Regular Session (as needed)	January 14, 2014	3:00 p.m.
2. Regular Session (as needed)	February 11, 2014	3:00 p.m.
3. Regular Session (as needed)	March 11, 2014	3:00 p.m.
First Quarterly Report for Period January 2014 through March 2014 will be heard at the April 16, 2014 Council Meeting.		
4. Regular Session (as needed)	April 8, 2014	3:00 p.m.
5. Regular Session (as needed)	May 13, 2014	3:00 p.m.
6. Regular Session (as needed)	June 10, 2014	3:00 p.m.
Second Quarterly Report for Period April 2014 through June 2014 will be heard at the July 16, 2014 Council Meeting.		
7. Regular Session (as needed)	July 8, 2014	3:00 p.m.
8. Regular Session (as needed)	August 12, 2014	3:00 p.m.
9. Regular Session (as needed)	September 9, 2014	3:00 p.m.
Third Quarterly Report for Period July 2014 through September 2014 will be heard at the October 15, 2014 Council Meeting.		
10. Regular Session (as needed)	October 14, 2014	3:00 p.m.
11. Regular Session (as needed)	November 11, 2014-Cancelled	3:00 p.m.
12. Regular Session (as needed)	December 9, 2014	3:00 p.m.
Fourth Quarterly Report for Period October 2014 through December 2014 will be heard at the January 14, 2015 Council Meeting.		

Passed and approved by a majority vote of the Common Council at the Regular Session meeting of January 15, 2014.

Charles German, Mayor

Attest:

Deborah Barber, Town Clerk

Approved as to form:

William Sims

4d

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 15, 2014

☒ *Consent Agenda* ☐ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation* ☐ *Pre-Session Agenda*

Requesting Department: Clerk's Office

Staff Resource/Contact Person: Deborah Barber

Agenda Title (be exact: Discussion, consideration, and possible adoption of the 2014 Policy Statement that authorizes the Mayor, as the Town's Chief Elected Official, to support or oppose Legislative Bills relative to the protection of groundwater, State Shared Revenue sources, and land use authority if the Bill(s) adversely affect the Town's interest and needs an immediate response.

List Attached Documents:

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews Completed by:

☒ ***Department Head:*** Deborah Barber ☐ ***Town Attorney Comments:*** N/A

☐ ***Finance Department*** N/A
Fiscal Impact: None
Budget Code: N/A ***Amount Remaining:*** _____
Comments:

Background Information: Section 2-2-4-F of the Town Code states that at the first meeting in January of each year, Council shall adopt a Policy Statement that authorizes the Mayor to support or oppose bills introduced during Legislative Sessions when they adversely affect the Town's interests and require an immediate response.

The following are examples of issues that the Town has included in the past: 1) supporting legislation that protects the Ground Water Aquifer Verde River Basin; 2) opposing legislation that compromises the integrity of the Ground Water Aquifer Verde River Basin; 3) supporting legislation that maintains the State Shared Revenues; 4) opposing legislation that erodes State shared Revenues; 5) supporting legislation that maintains land use authority for municipalities in Arizona; and/or 6) opposing legislation that erodes the land use authority for municipalities in Arizona.

Recommended Action (Motion): Move to authorize the Chief Elected Official, the Mayor, to: 1) supporting legislation that protects the Ground Water Aquifer Verde River Basin; 2) opposing legislation that compromises the integrity of the Ground Water Aquifer Verde River Basin; 3) supporting legislation that maintains the State Shared Revenues; 4) opposing legislation that erodes State shared Revenues; 5) supporting legislation that maintains land use authority for municipalities in Arizona; and/or 6) opposing legislation that erodes the land use authority for municipalities in Arizona. Council may bring back other issues of concern in the future.

Instructions to the Clerk: **N/A**

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 15, 2014

☐ *Consent Agenda* ☒ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☒ *Action/Presentation* ☐ *Special Session*

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Presentation and possible discussion the Town of Camp Verde's FY13 Audit.

List Attached Documents: 1) Town of Camp Verde Comprehensive Annual Financial Report - June 30, 2013

2) Town of Camp Verde Report on Internal Controls – June 30, 2013

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

☒ ***Department Head:*** ☐ ***Town Attorney Comments:***

Finance Review: ☐ **Budgeted** ☐ **Unbudgeted** ☒ **N/A**

Finance Director Comments/Fund:

Fiscal Impact: N/A

Budget Code: _____ ***Amount Remaining:*** _____

Comments:

Background Information: The annual financial review meets all required components for the Town's annual filing requirements. There are no significant findings in the audit and we have again received an unmodified (or "clean") opinion. This is the first full CAFR the Town has completed since FY10. Scott Graff from Colby & Powell, our auditing firm, will present the audit to Council.

Recommended Action (Motion): Acceptance of the Town of Camp Verde Comprehensive Annual Financial Report for June 30, 2013 and the Town of Camp Verde Report on Internal Control for June 30, 2013.

Instructions to the Clerk: N/A

TOWN OF CAMP VERDE, ARIZONA

Report and Schedules Required
by *Governmental Auditing Standards*

June 30, 2013

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COLBY & POWELL, PLC
CERTIFIED PUBLIC ACCOUNTANTS
1535 W. Harvard Avenue, Suite 101 · Gilbert, Arizona 85233
Tel: (480) 635-3200 · Fax: (480) 635-3201

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the Council
Town of Camp Verde, Arizona

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Town of Camp Verde, Arizona, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Town of Camp Verde, Arizona's basic financial statements and have issued our report thereon dated December 4, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town of Camp Verde's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Camp Verde's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town of Camp Verde's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Town of Camp Verde's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on

compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Colby & Powell

December 4, 2013

Comprehensive Annual Financial Report

For the Fiscal Year Ended June 30, 2013

Town of Camp Verde, Arizona

TOWN OF CAMP VERDE
Comprehensive Annual Financial Report
June 30, 2013

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TOWN OF CAMP VERDE
Comprehensive Annual Financial Report
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TOWN OF CAMP VERDE
Comprehensive Annual Financial Report
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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

December 4, 2013

To the Honorable Mayor, Members of the Town Council and Citizens of the Town of Camp Verde:

We are pleased to submit the Town of Camp Verde Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2013. The Town annually publishes audited financial statements after the close of each fiscal year which includes a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) which are audited by a firm of licensed certified public accountants in accordance with generally accepted auditing standards (GAAS).

Town management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, Town management has established a comprehensive internal control framework that is designed both to protect the Town's assets from loss, theft or misuse and to compile sufficient reliable information for the preparation of the Town's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Town's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free of material misstatement. To the best of our knowledge and belief, this financial report is complete and reliable in all material respects and is designed to fairly represent the financial position of the operations of the various funds of the Town.

Colby & Powell, PLC, Certified Public Accountants, have issued an unmodified ("clean") opinion on the Town of Camp Verde's financial statements for the fiscal year ended June 30, 2013. The independent auditors' report is located at the front of the financial section of this report.

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the Town operates. Part of this perspective is Management's Discussion and Analysis (MD&A) which can be found immediately following the independent auditor's report, provides a narrative introduction, overview and analysis of the basic financial statements of the Town. The MD&A should be reviewed in conjunction with this letter of transmittal.

PROFILE OF THE GOVERNMENT

The Town of Camp Verde, Arizona, incorporated in 1986, is located in the Verde River Valley of Yavapai County and is recognized as the 2012 Centennial Center of Arizona. The Town's land size is 42.6 square miles and serves a population of approximately 11,000 people. Camp Verde is located on I-17, in-between Flagstaff and Phoenix and enjoys a mild climate at an elevation of 3,147 feet.

The Town operates under the council-manager form of government. The Town Council, which has policy-making and legislative authority, consists of a mayor and a six-member council. The Council is

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responsible for, among other things, passing ordinances and resolutions and adopting the annual budget. The members of the Town Council also appoint the membership of various Town committees and hire the Town Manager, Town Attorney and Magistrate. The Town Manager is responsible for carrying out the policies, ordinances and resolutions of the Council and for overseeing the day-to-day operations of the Town. The Town Council is elected on a nonpartisan "at large" basis. Council members are elected to four-year staggered terms with three council members elected every two years. The Mayor is also elected for a two-year term.

The Town provides a full range of services including: police, animal control, magistrate court, planning and zoning, building code enforcement, the construction and maintenance of streets and other infrastructure, recreational activities, cultural events and a public library. The town also operates and maintains a community swimming pool as well as community parks and sports fields. It is important to note that the Camp Verde Fire Department is not a part of the Town nor under the Town's control but does work closely with the Town.

The annual budget serves as the foundation for the town's financial planning and control. All departments construct their programs and services based on the needs of the community and, no less importantly, the priorities of the Town Council. The Town Manger reviews departmental budget requests and may recommend changes to a department's budget priorities and/or projects. The Town Manger then presents a proposed, balanced budget to the Town Council for review. The proposed budget is presented to the Town Council in May of each year. The proposed budget becomes the focal point of the community conversation with respect to the allocation of financial resources. At the conclusion of the process, the proposed budget, including any additions or deletions thereto, becomes the tentative budget which is presented for adoption by the Town Council in early June. A public hearing is scheduled on the tentative budget generally during the first business meeting in July. Subsequent to the close of that hearing, the Town's final budget is adopted by the Council.

FACTORS AFFECTING FINANCIAL CONDITION

Local Economy:

In its early years, the Town's economy was based primarily upon agriculture and tourism. In later years, the Town experienced an increase in manufacturing activities as well as retail trade. Currently, the majority of the Town's revenue base is comprised of tax revenues generated both from local sales taxes and State shared tax revenues which include allocations of state income tax, sales tax, fuel tax and motor vehicle-in-lieu tax.

Local sales tax revenues have been declining in Camp Verde since FY07 with a total drop from 2006 to 2012 of 40%. In August of 2012, Camp Verde increased its local general sales tax to 3% which increased local tax revenues significantly (41%). When compared to adjusted 2012 revenue numbers to eliminate the effect of the tax increase, revenues still increased 8.4% from FY12 to FY13 which is a very positive sign for our local economy. The two most significant portions of local sales tax revenues are retail and restaurant and bar, together making up 51% of local tax revenues. Local sales tax revenues are important to the Town as unlike many municipal governments, we do not have or collect a property tax for operations.

From 2004 to 2012, the Town saw a 9% population increase. From 2007 to 2012 that increase drops to 1%. This dramatic slow-down was particularly felt by the construction industry in Camp Verde which has slowed dramatically though did show signs of improvement at the tail end of this fiscal year 2013.

Long-Term Financial Planning:
The town is dedicated to enhancing the quality of life for its citizens and providing municipal services in a fiscally responsible manner. To this end, the Town established a five year Capital Improvement Plan in fiscal year 2012, which was a major planning component in the fiscal year 2013 budget process, and has continued to update that plan annually. The Town has created and hired a new position in economic development and has become a part of the eCivis grant program in an effort to bolster acquisition of grants that can be used for local projects/initiatives. Securing and managing available grant funding efficiently and effectively is a primary long-term goal of the Town. With the increase of the sales tax in 2012, the Town has been able to provide a balanced general operations and capital expenditure budget for fiscal year 2013. Through this most recent economic downturn, the Town has remained financially strong, maintaining an Unassigned General Fund balance of over $1.6 million.

Major Initiatives:
Throughout this past year, the Town has been working closely with the Camp Verde Sewer District to bring waste treatment operations under the purview of the Town. Voters approved the dissolution of the District by vote in the March 2013 general election. The Town will officially take over operations on July 1, 2013.

ACKNOWLEDGEMENTS

The preparation of this report would not have been possible without the dedicated support and cooperation of the Town Manager and Town employees from all departments. Credit must also be given to the Mayor and members of the Town Council for their desire and determination to maintain the highest standards of professionalism in the management of the Town of Camp Verde's finances. Finally, a special thank you to the auditors of Colby & Powell for their insight, professionalism and efficiency.

Respectfully submitted,

Russell Martin
Town Manager

Michael E. Showers
Finance Director

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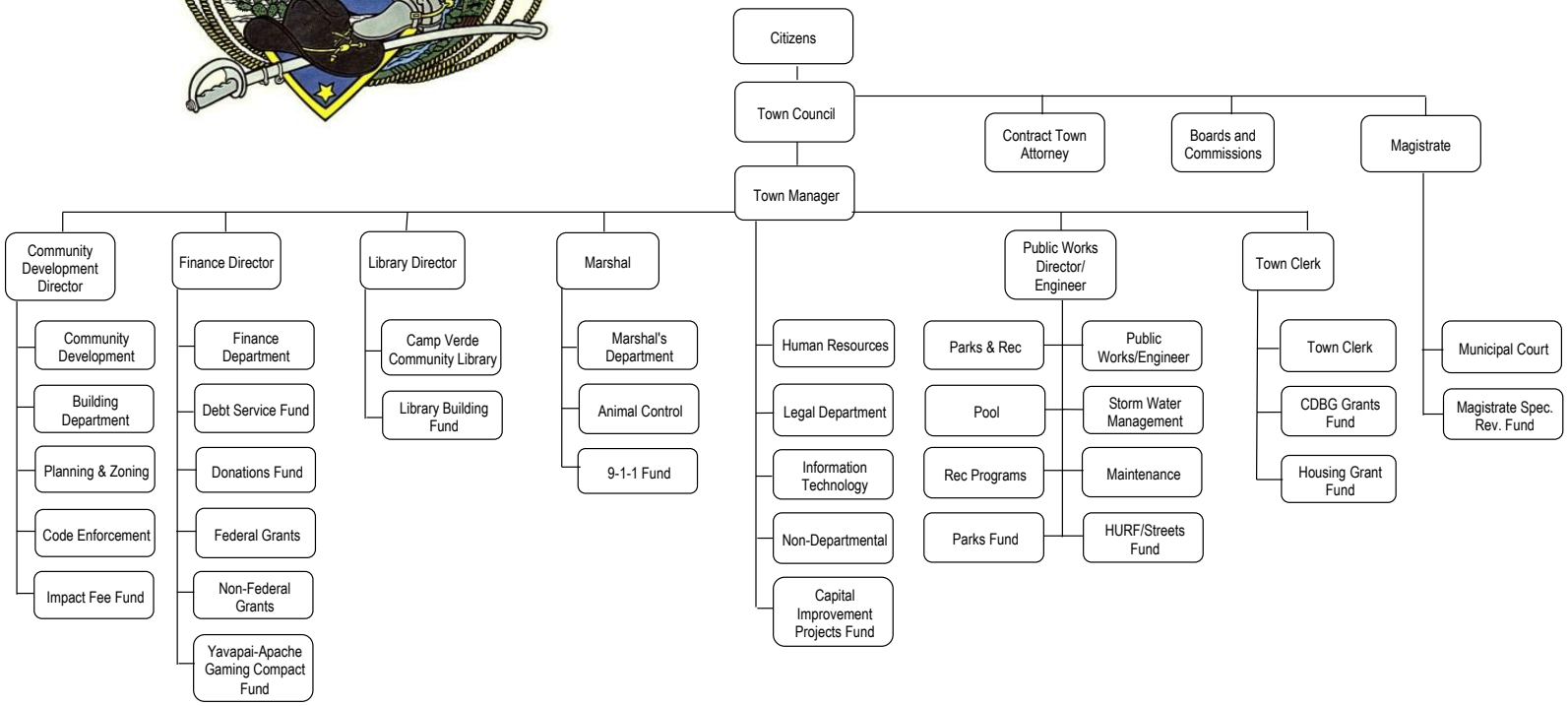
Town of Camp Verde, Arizona

Town Organization Chart



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TOWN OF CAMP VERDE, ARIZONA
LIST OF PRINCIPAL OFFICIALS

TOWN COUNCIL

Charlie German.....Mayor

Jackie Baker..... Vice Mayor

Carol German..... Council Member

Bruce George ..... Council Member

Robin Whatley ..... Council Member

Jessie Jones ..... Council Member

Jessie Jones ..... Council Member

ADMINISTRATIVE STAFF

Russ Martin	Town Manager
Deborah Barber	Clerk
Mike Showers	Finance Director
Steve Ayers	Economic Development Director
Ronald Long	Engineer / Public Works Director
Michael Jenkins	Community Development Director
Nancy Gardner	Marshal
Kathy Hellman	Library Director
Harry Cipriano	Presiding Magistrate

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FINANCIAL SECTION

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INDEPENDENT AUDITORS' REPORT

To the Town Council
Town of Camp Verde, Arizona

We have audited the accompanying financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Town of Camp Verde, Arizona, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Town of Camp Verde, Arizona, as of June 30, 2013, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 5–14 and 48–52 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Camp Verde, Arizona's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and

individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2013, on our consideration of the Town of Camp Verde, Arizona's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Camp Verde, Arizona's internal control over financial reporting and compliance.

Colby & Powell

December 4, 2013

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TOWN OF CAMP VERDE
Management's Discussion And Analysis
June 30, 2013

As management of the Town of Camp Verde, Arizona (Town), we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended June 30, 2013. Please read it in conjunction with the Town's basic financial statements, which begin on page 16.

FINANCIAL HIGHLIGHTS

The financial statements which follow the Management's Discussion and Analysis provide those significant key financial highlights for 2013 as follows:

- The Town's total net position of governmental activities increased $889,323 to $14.9 million, representing an increase of 6 percent from fiscal year 2011-12.

- General revenues from governmental activities accounted for approximately $5.5 million in revenue, or 70 percent of all revenues from governmental activities. Program specific revenues in the form of charges for services and grants and contributions accounted for $2.4 million or 30 percent of total governmental activities revenues.

- The Town had approximately $7.0 million in expenses related to governmental activities of which $2.4 million of these expenses were offset by program specific charges for services or grants and contributions. General revenues of $5.5 million were more than adequate to cover all remaining costs in these programs.

- Among major governmental funds, the General Fund had $6.1 million in revenues, which primarily consisted of taxes, licenses and permits, charges for services, fines and forfeitures, and intergovernmental revenues. The total expenditures of the General Fund were $5.4 million with a net total of $403,048 in transfers out to other funds. The General Fund's fund balance increased by $335,342 to $2.25 million. The HURF Fund had revenues of $761,235, which consisted primarily of intergovernmental revenues, and expenditures of $485,552 and net transfers out of $146,809. The fund balance of the HURF Fund increased by $128,874 from the prior year. The fund balance of the Parks Fund decreased by $238,721 as a result of no revenues coming into the Parks Fund during the year and transfers out to cover budgeted park expenditures. The Capital Improvement Fund (CIP) had net expenses of $1.4 million and net transfers in of $634,302 which accounted for a net decrease in fund balance of $7,533.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

OVERVIEW OF FINANCIAL STATEMENTS (CONTINUED)

Government-wide financial statements. The *government-wide* financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Town's assets and liabilities, with the difference between the two reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *statement of activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused compensated absences).

In the government-wide financial statements, the Town's activities are presented in the following category:

- ***Governmental activities*** – The Town's basic services are included here, such as general government, public safety, public works and streets, health and welfare, culture and recreation, and economic and community development. Sales taxes, intergovernmental, licenses and permits, charges for services, and fines and forfeits revenue finance most of these activities.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into two categories: governmental funds and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the Town's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

OVERVIEW OF FINANCIAL STATEMENTS (CONTINUED)

The Town maintains fifteen (15) individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, HURF, Parks and Capital Improvements Funds, all of which are considered to be major funds. Data from the other eleven (11) governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* in the combining and individual fund financial statements and schedules.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the Town. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the Town's own programs.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the Town's budget process. The Town adopts an annual budget for all governmental funds. A budgetary comparison schedule has been provided for the General, HURF, Parks and the Capital Improvements Funds as required supplementary information.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information on budgets.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets exceeded liabilities by $14.9 million as of June 30, 2013.

The largest portion of the Town's net position (68 percent) reflects its investment in capital assets (e.g., land, infrastructure, buildings, improvements other than buildings, and machinery and equipment), less any related debt used to acquire those assets that is still outstanding. The Town uses these capital assets to provide services to its citizens; consequently, these assets are *not* available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. In addition, portions of the Town's net position are restricted for the specified purposes of highways and streets (9 percent), redevelopment and housing (1 percent), and special programs (7 percent). The remaining balance of unrestricted net position ($2.3 million, 15 percent) may be used to meet the Town's ongoing obligation to citizens.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

The Town's financial position is the product of several financial transactions including the net results of activities, the acquisition and payment of debt, and the acquisition and disposal of capital assets.

The following tables present a summary of the Town's net position for the fiscal years ended June 30, 2013 and 2012.

	2013 Governmental Activities	2012 Governmental Activities
Current assets	$ 5,711,142	$ 6,029,753
Capital assets, net	13,428,682	12,004,193
Other non-current assets	191,787	291,745
Total assets	19,331,611	18,325,691
Current and other liabilities	1,396,847	1,743,810
Long-term liabilities	3,078,258	2,614,698
Total liabilities	4,475,105	4,358,508
Net position:		
Invested in capital assets, net of related debt	10,132,430	9,300,597
Restricted	2,460,792	2,719,944
Unrestricted	2,263,284	1,946,642
Total net position	$ 14,856,506	$ 13,967,183

The following are significant current year transactions that had a significant impact on the Statement of Net Position.

- Completed the Cliffs parkway drainage and Hollamon street projects at a total capitalized cost of $1,563,521.
- Entered into a $764,664 5 year lease purchase agreement of which $405,320 was utilized for equipment purchases in FY13.
- Accounts payable was reduced by $212,000.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

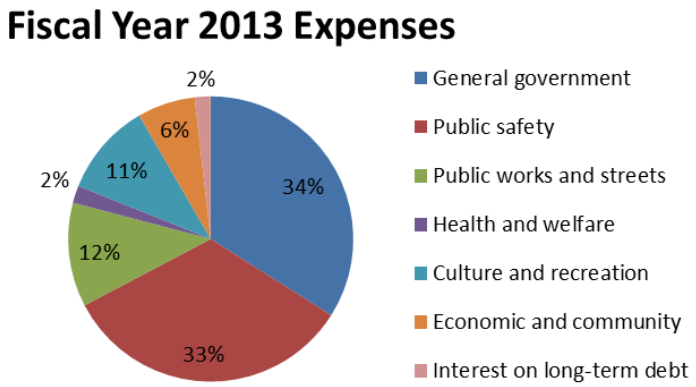
Changes in net position. The Town's total revenues for the fiscal year ended June 30, 2013, were $7.8 million, up 12% from the previous year. The total cost of all programs and services was $6.9 million, up 10% from last year. The following table presents a summary of the changes in net position for the fiscal years ended June 30, 2013 and 2012.

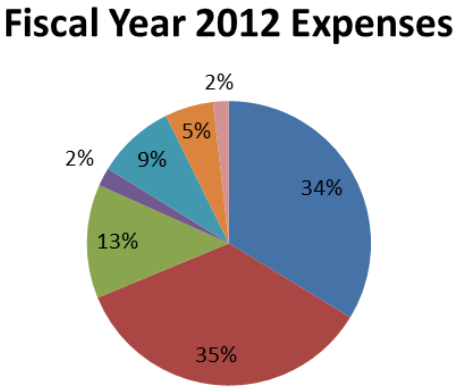
	2013 Governmental Activities	2012 Governmental Activities
Revenues		
Program revenues:		
Charges for services	$ 698,252	$ 611,151
Operating grants and contributions	1,032,082	1,012,413
Capital grants and contributions	647,539	969,961
General revenues:		
Town sales taxes	2,544,473	1,738,752
Franchise taxes	250,327	245,501
State shared revenue	2,567,890	2,325,940
Investment earnings	33,251	13,787
Miscellaneous	69,064	11,840
Total revenues	7,842,878	6,929,345
Expenses		
General government	2,361,960	2,125,678
Public safety	2,317,487	2,209,435
Public works and streets	820,957	816,853
Health and welfare	136,266	131,300
Culture and recreation	735,840	561,166
Economic and community development	456,020	348,532
Interest on long-term debt	125,025	112,867
Total expenses	6,953,555	6,305,831
Increase/ (decrease) in net position	889,323	623,514
Net position, beginning	13,967,183	13,343,669
Net position, ending	$ 14,856,506	$ 13,967,183

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Governmental activities. The following table presents the cost of the seven major Town functional activities. The table also shows each function's net cost (total cost less charges for services generated by the activities and intergovernmental aid provided for specific programs). The net cost shows the financial burden that was placed on the State's and Town's taxpayers by each of these functions.

	Year Ended June 30, 2013		Year Ended June 30, 2012	
	Total Expenses	Net (Expense)/ Revenue	Total Expenses	Net (Expense)/ Revenue
Governmental activities				
General government	$ 2,361,960	$ (2,343,739)	$ 2,125,678	$ (2,079,063)
Public safety	2,317,487	(1,779,777)	2,209,435	(1,749,610)
Public works and streets	820,957	187,415	816,853	419,095
Health and welfare	136,266	(136,266)	131,300	(131,300)
Culture and recreation	735,840	(522,372)	561,166	8,235
Economic and community development	456,020	144,082	348,532	(66,796)
Interest on long-term debt	125,025	(125,025)	112,867	(112,867)
Total	$ 6,953,555	$ (4,575,682)	$ 6,305,831	$ (3,712,306)





- The cost of all governmental activities this year was $6.95 million.
- Grants and contributions from federal, state and county governments, charges for services and other local revenues subsidized certain governmental programs with revenues of $2.4 million.
- The net cost of governmental activities of just under $4.6 million was financed by general revenues, which are made up primarily of taxes and state shared revenue.

FINANCIAL ANALYSIS OF THE TOWN'S FUNDS

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of the Town's net resources available for spending at the end of the fiscal year.

The financial performance of the Town as a whole is reflected in its governmental funds. As the Town completed the year, its governmental funds reported combined ending fund balances of $4.8 million, an increase of $28,558. Approximately 20 percent of this total amount ($987,055) constitutes *unassigned fund balance*, which is available for spending at the government's discretion. The remainder of fund balance is reserved, committed or assigned to indicate that it is not available for new spending because it has already been designated/restricted for long term receivables ($632,000), Legal Defense ($30,015), HURF ($1,274,961), capital improvements ($686,683), and special programs ($1,213,357).

The General Fund is the principal operating fund of the Town. At the end of the current fiscal year, the total fund balance of the General Fund was $2.25 million. As a measure of the General Fund's liquidity, it may be useful to compare fund balance to fund expenditures. Fund balance represents 32 percent of total General Fund expenditures.

The fund balance of the Town's General Fund increased by $335,342 during the fiscal year. The fund balance of the HURF Fund increased as well by $128,874 increasing the HURF surplus to $1,274,961. The fund balance of the Parks Fund decreased by $238,721 as there are still no revenues occurring in this fund to offset the budgeted expenses. The fund balance of the Capital Improvements Fund decreased by $7,533 leaving $686,683 to be rolled over to FY14's budget for unfinished projects that are expected be completed in FY14.

BUDGETARY HIGHLIGHTS

Schedules showing the budget amounts compared to the Town's actual financial activity for the General Fund, HURF Fund, Parks Fund and Capital Improvements Fund are provided in this report as required supplementary information. The significant variances between budget and actual for the General Fund are as follows:

- Revenues in the General Fund were $169,697 over budget due mainly to increased town sales tax revenues which were 6% over budget.
- General Fund expenditures were less than budgeted by $323,199. $165,761 was under budget from unused contingency funds. The remaining $157,438 was spread out across all departments in reduced overall spending.
- The two significant portions of budget adjustments were: 1) reallocating personnel budget costs from the HR & Information technology departments to the Town Clerk and Marshal's Departments ($36,501) and 2) The use of Contingency & Employee payouts ($59,239).

BUDGETARY HIGHLIGHTS (CONTINUED)

- While HURF revenues were over budget $29,835 (4%) the real budget variance was in expenses where actual expenditures for street maintenance, striping and construction were under budget by a combined $162,188 (26%).
- Capital Improvement Fund expenditures were under budget $75,372 from the net combined impact of various unfinished projects and new equipment purchased with the Capital lease funds.

CAPITAL ASSETS

As of June 30, 2013, the Town had invested $13.4 million in capital assets including land, buildings, facilities, vehicles, computers, equipment, and infrastructure assets. Total depreciation expense for the year was $377,340.

The following schedule presents capital asset balances and accumulated depreciation for the fiscal years ended June 30, 2013 and 2012.

	As of June 30,2013	As of June 30,2012
Land	$ 5,868,719	$ 5,868,719
Construction in progress	451,498	915,057
Buildings and improvements	3,792,840	3,628,376
Infrastructure	3,339,075	1,772,554
Machinery and equipment	2,544,596	2,039,612
Improvements other than buildings	913,394	883,976
Accumulated depreciation	(3,481,440)	(3,104,101)
Total	13,428,681	12,004,194

Additional information on capital assets can be found on page 37.

Major capital asset events during the current fiscal year included the following:

- The most significant impact on Capital assets was the completion of two major infrastructure projects: 1) The Cliffs parkway drainage project ($1,157,101) and 2) the Hollamon street improvement project ($409,420)
- Construction in progress decreased 51% ($463,559) as 4 projects with a value of $705,836 were placed in service fiscal year 2013 and another $242,277 from five new and/or continuing projects was added.
- A significant portion of the increase in Machinery and equipment ($405,320 or 80%) was due to the purchase of 9 police vehicles and 1 Code enforcement vehicle through the Capital lease mentioned in the budget section above.

DEBT ADMINISTRATION

At year end, the Town had $3.3 million in governmental long-term debt outstanding with $251,790 due within one year. Compensated absences of $317,837 had a total of $284,041 due within one year. The following table presents a summary of the Town's outstanding long-term debt and compensated absences for the fiscal years ended June 30, 2013 and 2012.

	As of June 30,2013	As of June 30,2012
Compensated absences payable	$ 317,837	$ 329,025
Capital leases payable	770,465	11,553
Note payable	-	5,276
2005 Revenue bonds payable	1,505,000	1,595,000
2005 Revenue bonds premium	79,587	86,768
2011 Revenue bonds payable	941,200	1,005,000
Total	3,614,089	3,032,622

Additional long-term debt information can be found on page 38.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The Town of Camp Verde's revenue base is funded primarily by Town Sales Tax and Shared Revenues from the State of Arizona. These revenue sources comprise approximately 69 percent of the Town's revenues. The economy has stabilized somewhat from the previous years and our primary revenue sources have as well. This has allowed the Town to move forward with several capital improvement projects and this year allowed us to do a 5 year lease purchase that brought long needed vehicle purchases forward. This should reduce overall repair cost and efficiencies of use of newer equipment. Funding from the increase in TPT tax by 1% as well as a general increase in activity is hoped to continue moving forward allowing the Town to continue to make progress on long planned capital projects. It is imperative that the Town Council and Staff continue to monitor activity throughout the year to ensure the budget continues to guide prudent spending.

The Town of Camp Verde continues to take a conservative spending approach as evident by our under-spending this past year of budgeted expenses. Departments continued to save across all areas within their respective departments this past year. Spending on overdue capital projects and only replacing employees, when a departure occurs, to maintain service levels continues to be the policy of management even with an increase in revenues. In the coming years we are expecting to begin a plan to only spend what we take in and hope to rebuild our reserves through a conservative projection of revenues as well as continued conservative spending by departments. It is important to continue to note that during the time since 2007, 22 positions were vacated to maintain an adequate reserve while accomplishing some outstanding capital projects. With those

accomplishments now behind us, we are expecting to expand our service levels and project accomplishments with new revenue.

Management continues to believe that the conservative approach taken in the past few years has led to the success of the Town of Camp Verde in maintaining its service delivery system in a way that necessitates the use of only a moderate amount of the financial resources of the Town. As a better economy continues to be anticipated, but yet to become reality, this approach will be changing to reflect demand for capital projects that were put off during the downturn as well as service levels that were accepted during that same period but with new revenues will come new expectations in both areas.

As a result of the thoughtful leadership of the Town Council and the managerial judgment of the Town's management team, we believe we are poised to manage the financial affairs of the Town of Camp Verde with a high degree of vigilance and discipline. We are confident that we can address and manage the challenges we face and look forward to finding ways to expedite the return of healthier revenues that will allow for higher levels of community services and capital construction and investment.

CONTACTING THE TOWN'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Town's finances and to demonstrate the Town's accountability for the resources it receives. If you have questions about this report or need additional information, contact the Town Finance Department at:

Town of Camp Verde
Finance Department
395 South Main Street
Camp Verde, Arizona 86322.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

TOWN OF CAMP VERDE, ARIZONA
Statement of Net Position
June 30, 2013

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 4,842,657
Cash - restricted	219,866
Accounts receivable - net	347,670
Due from other governments	300,949
Loan receivable	141,493
Bond issue costs, net	37,755
Deferred charges, net	12,539
Capital assets, not being depreciated	6,320,217
Capital assets, being depreciated, net	7,108,465
Total assets	19,331,611
LIABILITIES	
Accounts payable	551,354
Accrued expenses	82,534
Interest payable	54,750
Deferred revenue	82,771
Court bonds payable	6,041
Claims payable	83,566
Noncurrent liabilities	
Due within 1 year	535,831
Due in more than 1 year	3,078,258
Total liabilities	4,475,105
NET POSITION	
Invested in capital assets, net of related debt	10,132,430
Restricted for:	
Highways and streets	1,274,961
Housing redevelopment	210,455
Special programs	975,376
Unrestricted (deficit)	2,263,284
Total net position	$ 14,856,506

The accompanying notes are an integral part of these financial statements

TOWN OF CAMP VERDE, ARIZONA
Statement of Activities
Year Ended June 30, 2013

Functions / Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets: Governmental Activities
Primary government:					
Governmental activities					
General government	$ 2,361,960	$ 18,221	$ -	$ -	$ (2,343,739)
Public safety	2,317,487	454,195	83,515	-	(1,779,777)
Public works and streets	820,957	500	750,879	256,993	187,415
Health and welfare	136,266	-	-	-	(136,266)
Culture and recreation	735,840	35,274	167,406	10,788	(522,372)
Economic and community development	456,020	190,062	30,282	379,758	144,082
Interest of long-term debt	125,025	-	-	-	(125,025)
Total governmental activities	6,953,555	698,252	1,032,082	647,539	(4,575,682)
	General revenue:				
	Taxes:				
	Sales Taxes				2,544,473
	Franchise tax				250,327
	State shared revenue				2,567,890
	Investment income				33,251
	Miscellaneous				69,064
	Total general revenue				5,465,005
	Change in net position				889,323
	Net position, July 1, 2012				13,967,183
	Net position, June 30, 2013				$ 14,856,506

The accompanying notes are an integral part of these financial statements

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FUND FINANCIAL STATEMENTS

TOWN OF CAMP VERDE, ARIZONA
Balance Sheet
Governmental Funds
June 30, 2013

	General Fund	HURF Fund	Parks Fund	Capital Improvement Fund	Non-Major Governmental Funds	Total Governmental Funds
ASSETS						
Cash and cash equivalents	$ 1,480,444	$ 1,217,140	$ 28,794	$ 875,934	$ 1,240,345	$ 4,842,657
Cash - restricted	219,866	-	-	-	-	219,866
Accounts receivable, net	206,494	72,054	-	-	69,122	347,670
Due from other governments	288,010	-	-	-	12,939	300,949
Loans receivable	-	-	-	-	141,493	141,493
Due from other funds	632,000	-	-	-	-	632,000
Total assets	$ 2,826,814	$ 1,289,194	$ 28,794	$ 875,934	$ 1,463,899	$ 6,484,635
LIABILITIES AND FUND BALANCES						
Liabilities						
Accounts payable	$ 327,922	$ 14,233	$ -	$ 189,251	$ 19,948	$ 551,354
Accrued expenses	82,534	-	-	-	-	82,534
Court bonds payable	6,041	-	-	-	-	6,041
Deferred revenue	74,475	-	-	-	230,594	305,069
Claims payable	83,566	-	-	-	-	83,566
Due to other funds	-	-	632,000	-	-	632,000
Total liabilities	574,538	14,233	632,000	189,251	250,542	1,660,564
Fund balances						
Restricted	-	1,274,961	-	-	1,044,338	2,319,299
Committed	662,015	-	-	686,683	169,019	1,517,717
Unassigned	1,590,261	-	(603,206)	-	-	987,055
Total fund balances	2,252,276	1,274,961	(603,206)	686,683	1,213,357	4,824,071
Total liabilities and fund balances	$ 2,826,814	$ 1,289,194	$ 28,794	$ 875,934	$ 1,463,899	$ 6,484,635

The accompanying notes are an integral part of these financial statements

TOWN OF CAMP VERDE, ARIZONA
Reconciliation of the Balance Sheet to the Statement of Net Position
Governmental Funds
June 30, 2013

Fund balances--total governmental funds		$ 4,824,071
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.		
Capital assets	16,910,122	
Less accumulated depreciation	(3,481,441)	
		13,428,681
Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the funds.		
Revenue bond issuance cost	37,755	
Deferred charges	12,539	
		50,294
Some receivables are not available to pay for current-period expenditures and therefore, are deferred in the funds.		
Reimburseable grant expenditures	6,330	
Loan receivable	141,493	
Fines receivable	74,475	
		222,298
Some liabilities, including notes payable, are not due and payable in the current period and therefore, are not reported in the funds		
Compensated absences	(317,837)	
Revenue bonds payable	(2,446,200)	
Revenue bonds premium	(79,586)	
Lease purchase	(764,664)	
Capital leases	(5,801)	
Interest payable	(54,750)	
		(3,668,838)
Net position of governmental activities		$ 14,856,506

The accompanying notes are an integral part of these financial statements

TOWN OF CAMP VERDE, ARIZONA
Statement of Revenue, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2013

	General Fund	HURF Fund	Parks Fund	Capital Improvement Fund	Non-Major Governmental Funds	Total Governmental Fund
Revenue						
Taxes	$ 2,794,799	$ -	$ -	$ -	$ -	$ 2,794,799
Intergovernmental	2,731,294	750,879	-	-	799,901	4,282,074
Fines and forfeitures	315,559	-	-	-	56,563	372,122
Licenses and permits	159,532	-	-	-	-	159,532
Charges for services	86,994	-	-	-	-	86,994
Contributions	-	-	-	-	16,478	16,478
Investment income	16,275	9,026	-	54	7,896	33,251
Other revenue	2,119	1,330	-	-	55,293	58,742
Total revenue	6,106,572	761,235	-	54	936,131	7,803,992
Expenditures						
Current						
General government	2,183,993	-	-	-	123,770	2,307,763
Public safety	2,115,640	-	-	-	106,452	2,222,092
Public works and streets	128,212	461,026	-	66,004	43	655,285
Health and welfare	17,500	-	-	-	118,766	136,266
Culture and recreation	549,379	-	-	128,052	3,379	680,810
Economic and community development	340,233	-	-	-	114,937	455,170
Capital outlay	26,093	24,518	-	1,212,497	538,720	1,801,828
Debt service						
Principal	5,752	-	-	-	159,076	164,828
Interest	1,380	8	-	-	114,668	116,056
Total expenditures	5,368,182	485,552	-	1,406,553	1,279,811	8,540,098
Excess (deficiency) of revenue over (under) expenditures	738,390	275,683	-	(1,406,499)	(343,680)	(736,106)
Other financing sources						
Capital lease acquisition	-	-	-	764,664	-	764,664
Transfers (out)	(403,048)	(146,809)	(238,721)	634,302	154,276	-
Total other financing sources	(403,048)	(146,809)	(238,721)	1,398,966	154,276	764,664
Net change in fund balances	335,342	128,874	(238,721)	(7,533)	(189,404)	28,558
Fund balances, July 1, 2012	1,916,934	1,146,087	(364,485)	694,216	1,402,761	4,795,513
Fund balances, June 30, 2013	$ 2,252,276	$ 1,274,961	$ (603,206)	$ 686,683	$ 1,213,357	$ 4,824,071

The accompanying notes are an integral part of these financial statements

TOWN OF CAMP VERDE, ARIZONA
Reconciliation of the Statement of Revenue, Expenditures, and Changes in Fund Balances to the Statement of Activities
Governmental Funds
Year Ended June 30, 2013

Net change in fund balances--total governmental funds		$ 28,558
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital outlay	1,801,828	
Depreciation expense	(377,340)	
		1,424,488
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.		38,886
Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.		
Principal repaid	164,828	
Capital lease	(764,664)	
		(599,836)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds.		
Revenue bond issuance expense	(3,609)	
Deferred charge	(1,383)	
Interest expense	(8,969)	
Change in compensated absences	11,188	
		(2,773)
Change in net position of governmental activities		$ 889,323

The accompanying notes are an integral part of these financial statements

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FIDUCIARY FUND FINANCIAL STATEMENTS

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TOWN OF CAMP VERDE, ARIZONA
Statement of Fiduciary Assets and Liabilities
June 30, 2013

	Employee Assistance Fund (Agency)
ASSETS	
Cash and cash equivalents	$ 7,840
Accounts receivable	1,950
Total assets	9,790
LIABILITIES	
Deposits held for others	9,790
Total liabilities	$ 9,790

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Camp Verde, Arizona (Town) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The more significant of the Town's accounting policies are described below.

A. Reporting Entity

The Town is a municipal entity governed by an elected Mayor and six-member council. The accompanying financial statements present the Town and its component units, entities for which the Town is considered to be financially accountable. The financial reporting entity consists of a primary government and its component units. The Town is a primary government that has a separately elected governing body, is legally separate, and is fiscally independent of other state or local governments. Blended component units, although legally separate entities, are, in substance, part of the Town's operations. Discretely presented component units, on the other hand, are reported in a separate column in the government-wide financial statements to emphasize they are legally separate from the Town. The Town has no component units.

B. Basis of Presentation

The basic financial statements include both government-wide statements and fund financial statements. The government-wide statements focus on the Town as a whole, while the fund financial statements focus on major funds. Each presentation provides valuable information that can be analyzed and compared between years and between governments to enhance the usefulness of the information.

Government-wide statements—provide information about the primary government (the Town). The statements include a statement of net position and a statement of activities. These statements report the financial activities of the overall government, except for fiduciary activities. Governmental activities generally are financed through taxes and intergovernmental revenues.

A statement of activities presents a comparison between direct expenses and program revenues for each function of the Town's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The Town does not allocate indirect expenses to programs or functions. Program revenues include charges to customers for goods or services, operating grants, capital grants and contributions. Revenues that are not classified as program revenues, including internally dedicated resources and all taxes, are reported as general revenues.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Generally, the effect of interfund activity has been eliminated from the government-wide financial statements to minimize the double counting of internal activities. However, charges for interfund services provided and used are not eliminated if the prices approximate their external exchange values.

Fund financial statements—provide information about the Town's funds. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The Town reports the following major governmental funds:

The ***General Fund*** is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.

The ***HURF Fund*** accounts for specific revenue received from the State of Arizona Highway Revenue Fund which is legally restricted to expenditures for street purposes.

The ***Parks Fund*** accounts for all financial resources related to the maintenance of the Town's parks.

The ***Capital Improvement Fund*** accounts for all financial resources of the Town related to purchasing assets that meet the appropriate threshold for capitalization and take more than one year to make ready for use by the Town.

Additionally, the Town reports the following fund type:

The ***Agency Funds*** are used to account for assets held by the town as an agent for other parties.

C. Basis of Accounting

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Grants and donations are recognized as revenue as soon as all eligibility requirements the provider imposed have been met.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Governmental funds in the fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Town considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, compensated absences, which are recognized as expenditures to the extent they are due and payable. General capital asset acquisitions are reported as expenditures in governmental funds. Issuances of general long-term debt and acquisitions under capital lease agreements are reported as other financing sources.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Cash and Investments

The Town considers cash on hand, demand deposits, cash and investments held by the State Treasurer, and highly liquid investments with maturities of three months from the date of acquisition to be cash equivalents.

Cash and investments are generally pooled except for funds required to be held by fiscal agents or restricted under provisions of bond indentures. Arizona Revised Statutes (A.R.S.) authorize the Town to invest public monies in the State Treasurer's Local Government Investment Pool, interest-bearing savings accounts, certificates of deposit, and repurchase agreements in eligible depositories; bonds or other obligations of the U.S. government that are guaranteed as to principal and interest by the U.S. government; and bonds of the State of Arizona or any of its counties, cities, towns, school districts, and special districts as specified by statute. The State Board of Deposit provides oversight for the State Treasurer's pool, and the Local Government Investment Pool Advisory Committee provides consultation and advice to the Treasurer. The fair value of a participant's position in the pool approximates the value of that participant's pool shares

E. Allowance for Uncollectible Accounts

Allowances for uncollectible accounts receivable are estimated by the Town. The amount recorded at June 30, 2013 in the general fund for uncollectible municipal court fines and forfeitures is $457,000.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

F. Capital Assets

Capital assets are reported at actual cost. Donated assets are reported at estimated fair value at the time received.

Capitalization thresholds (the dollar values above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the government-wide statements are as follows:

	Capitalization Threshold	Depreciation Method	Estimated Useful Life (years)
Land	$5,000	N/A	-
Construction in progress	5,000	N/A	-
Buildings	5,000	Straight-line	25 - 30
Improvements	5,000	Straight-line	18 - 75
Infrastructure	5,000	Straight-line	15
Furntiture, machinery, and equipment	5,000	Straight-line	5 - 10
Vehicles	5,000	Straight-line	5 - 10

G. Compensated Absences

Compensated absences consist of vacation leave, compensatory time, and a calculated amount of sick leave earned by employees based on services already rendered.

Employees may accumulate up to 320 hours of vacation depending on years of service, but any vacation hours in excess of the maximum amount that are unused each January 1 are forfeited. Upon termination of employment, all unused and unforfeited vacation benefits are paid to employees.

Employees may accumulate up to 480 hours of sick leave hours. Any sick leave hours in excess of the maximum must be converted at a rate of 50% to vacation time or cash value each December 15. Upon termination of employment, unused sick leave benefits are paid to employees at rates of 10 to 50 percent depending upon years of service.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

The current and long-term liabilities for accrued vacation leave, compensatory time, and sick leave are reported in the government-wide financial statements. A liability for these amounts is reported in the governmental funds' financial statements only if they have matured, for example, as a result of employee resignations and retirements by fiscal year end. Resources from the General Fund are generally used to liquidate the governmental funds liabilities for compensated absences.

H. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

I. Fund Balance Reporting

The Governmental Accounting Standards Board (GASB) Statement No. 54 requires fund balances to be properly reported within one of the fund balance categories listed below:

1. *Nonspendable* fund balance includes amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact such as fund balance associated with inventories, prepaids, long-term loans and notes receivable (unless the proceeds are restricted, committed, or assigned),
2. *Restricted* fund balance includes amounts that can be spent only for the specific purposes stipulated by constitution provisions or enabling legislation, or external resource providers,
3. *Committed* fund balance includes amounts that can be used only for the specific purposes determined by a formal action of the Town's Town Council,
4. *Assigned* fund balances are intended to be used by the Town for specific purposes but do not meet the criteria to be classified as restricted or committed, and
5. *Unassigned* fund balance is the residual classification for the Town's governmental funds and includes all spendable amounts not contained in other classifications.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

The Town's policy for committed fund balances is through formal Town resolutions passed through the elected town council. The process of rescinding a committed fund balance requires the same process.

The Town's policy for assigned fund balances is through motions passed by the elected town council. Assigned fund balances do not require a formal resolution.

When expenditures incur for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, the Town's policy is to apply the expenditure first to restricted, and then to unrestricted in the following order of committed, assigned, and then unassigned.

J. Investment Income

Investment income is composed of interest, dividends, and net changes in the fair value of applicable investments.

K. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

NOTE 2 – DEPOSITS AND INVESTMENTS

Arizona Revised Statutes (A.R.S.) authorize the Town to invest public monies in the State Treasurer's investment pool; U.S. Treasury obligations; specified state and local government bonds; and interest-earning investments such as savings accounts, certificates of deposit, and repurchase agreements in eligible depositories. The statutes require collateral for demand deposits, certificates of deposit, and repurchase agreements at 101 percent of all deposits not covered by federal depository insurance.

Deposits—At June 30, 2013, the carrying amount of the Town's total cash in bank was $5,062,523, and the bank balance was $1,268,1049. Of the bank balance, $817,597 was covered by federal depository insurance and the remaining balance was covered by collateral held by the pledging financial institution in the Town's name.

NOTE 2 – DEPOSITS AND INVESTMENTS - Continued

Deposits and investments at June 30, 2013 consist of the following:

Deposits	
Cash on hand	$ 1,060
Cash in bank	1,222,593
Investments	
State treasurer's investment pool	664,774
U.S. Securities	3,174,096
Total deposits and investments	5,062,523
Less Cash - Restricted	(219,866)
Total cash and cash equivalents	$ 4,842,657

Cash – restricted consists of cash set aside to meet debt service requirements.

At June 30, 2013, the Town had the following investments and maturities:

		Investment Maturities (in Years)		
Investment Type	Fair Value	Less Than 1	1-5	Concentration of Credit Risk %
U.S. Treasuries	$ 521,714	$ 521,714	$ -	16.44
U.S. Agencies				
Federal Agric Mtg Corp.	503,110	-	503,110	15.85
Federal Farm Credit Bank	104,830	-	104,830	3.30
Federal Home Loan Bank	748,703	-	748,703	23.59
Federal Natl Mtg Assn.	499,700	-	499,700	15.74
Federal Natl Mtg Assn.	500,260	-	500,260	15.76
Federal Natl Mtg Assn.	295,779	-	295,779	9.32
	$ 3,174,096	$ 521,714	$ 2,652,382	100.00

Interest Rate Risk. In accordance with its investment policy, the Town manages its exposure to declines in fair values by limiting the maturities of its investment portfolio according to the needs of the Town. Investments are structured so that they mature concurrent with anticipated cash requirements for ongoing operations of the Town.

NOTE 2 – DEPOSITS AND INVESTMENTS - Continued

Credit Risk. The Town's investment policy allows for investments in obligations guaranteed by the full faith and credit of the United States of America, government sponsored enterprises, government bonds with minimum credit ratings of Aa or AA, commercial paper with a minimum short term rating of P1 or A1, negotiable certificates of deposit, corporate bonds carrying a minimum credit rating of A, and the Local Government Investment Pool. The Towns investment in U.S. Agencies and Money Market Funds were rated no lower than AAA by Standard & Poor's. The State Treasurer's Investment Pool is overseen according to Arizona State Statute by the State Board of Deposit. The fair value of a participant's position in the pool approximates the value of that participant's pool shares. The shares are not identified with specific investments and are not subject to custodial credit risk.

Concentration of Credit Risk. The Town's investment policy does not allow for an investment in any one issuer that is in excess of five percent of the Town's total investments. Securities issued by the United States of America or its agencies are exempt from this provision.

NOTE 3 – ACCOUNTS RECEIVABLE

As of June 30, 2013, the Town's receivables for individual major governmental funds and non-major governmental funds in the aggregate, consisted of $636,504 in municipal court fines and $168,166 in other miscellaneous receivables. In anticipation of uncollectible amounts, the Town has an allowance for doubtful accounts of $457,000.

In connection with receivables, governmental funds reported deferred revenue for amounts not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the deferred revenue consisted of fines receivable of $130,683, loans receivable of $141,493, RICO funds receivable of $26,563 and unexpended grant funds of $6,330.

NOTE 4 – DUE FROM OTHER GOVERNMENTS

Amounts due from other governments at June 30, 2013 consisted of the following:

State collected sales tax	$ 77,485
State of Arizona grant revenues	11,290
City of Cottonwood	15,000
State of Arizona	1,649
State shared revenues:	
State sales tax	172,994
Vehicle licensing tax	22,531
	$ 300,949

NOTE 5 – LOANS RECEIVABLE

The Town has outstanding loans due from homeowners related to funding through a Community Development Block Grant. Income from the loans are considered program income of the grant. The governmental funds report deferred revenue in connection with the receivables for revenues that are not considered to be available to liquidate liabilities of the current period. However, the government-wide financial statements recognized the revenue when the receivable was recognized. Therefore, the deferred revenue represents a reconciling item between the government-wide and fund financial statements. At June 30, 2013, $141,493 of the deferred loan receivable recorded in the Housing Grant Fund represents funds that were unavailable.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2013, was as follows:

	Balance July 01, 2012	Increase	Decreases	Balance June 30, 2013
Governmental activities:				
Capital assets not being depreciated:				
Land	$ 5,868,719	$ -	$ -	$ 5,868,719
Construction in progress	915,057	242,277	(705,836)	451,498
Total capital assets not being depreciated	6,783,776	242,277	(705,836)	6,320,217
Capital assets being depreciated:				
Buildings and improvements	3,628,376	164,464	-	3,792,840
Infrastructure	1,772,554	1,566,521	-	3,339,075
Machinery and equipment	2,039,612	504,984	-	2,544,596
Improvements other than buildings	883,976	29,418	-	913,394
Total	8,324,518	2,265,387	-	10,589,905
Less accumulated depreciation for:				
Buildings and improvements	(758,844)	(86,534)	-	(845,378)
Infrastructure	(548,124)	(124,676)	-	(672,800)
Machinery and equipment	(1,449,446)	(135,769)	-	(1,585,215)
Improvements other than buildings	(347,686)	(30,361)	-	(378,047)
Total	(3,104,100)	(377,340)	-	(3,481,440)
Total capital assets being depreciated, net	5,220,418	1,888,047	-	7,108,465
Governmental activities capital assets, net	$ 12,004,194	$ 2,130,324	$ (705,836)	$ 13,428,682

Depreciation expense was charged to each function as follows:

Governmental activities:	
Public works and streets	$ 161,236
Public safety	98,537
Culture and recreation	57,850
General government	57,821
Economic and community development	1,896
Total governmental activities depreciation expense	$ 377,340

NOTE 7 – LONG-TERM LIABILITIES

The following schedule details the Town's long-term liability and obligation activity for the year ended June 30, 2013.

	Balance July 1, 2012	Additions	Reductions	Balance June 30, 2013	Due within 1 year
Governmental activities:					
Compensated absences	$ 329,025	$ 337,800	$ 348,988	$ 317,837	$ 284,041
Capital leases payable	11,553	764,664	5,752	770,465	79,494
Notes payable	5,276	-	5,276	-	-
2005 Revenue bonds payable	1,595,000	-	90,000	1,505,000	95,000
2005 Revenue bonds premium	86,768	-	7,181	79,587	7,181
2011 Revenue bonds payable	1,005,000	-	63,800	941,200	70,115
Governmental activities long-term liabilities	$ 3,032,622	$ 1,102,464	$ 520,997	$ 3,614,089	$ 535,831

Bonds Payable:

In February 2005, the Town issued bonds totaling $2,040,000 to finance the acquisition of land and construction of new Town Marshal facilities. The principal and interest on the bonds are payable solely from and are secured by a pledge of the Town's unrestricted excise taxes and state shared revenues.

In May 2011, the Town issued bonds totaling $1,005,000 to finance the purchase of land for use by the Public Works Department. The principal and interest on the bonds are payable from excise tax revenues and State shared revenues.

Description	Original Amount	Maturity Ranges	Interest Rates	Principal June 30, 2013
Revenue Bonds, Series 2005	$ 2,040,000	2008-2024	2.75-5.00%	$ 1,505,000
Revenue Bonds, Series 2011	1,005,000	2012-2023	3.91%	941,200
Totals	$ 3,045,000			$ 2,446,200

Notes Payable:

In July 1998, the Town entered into a mortgage note agreement for the purchase of Butler Park.

Description	Original Amount	Maturity Ranges	Interest Rates	Principal June 30, 2013
Butler Park Note	$ 40,000	1998-2014	10%	$ -

NOTE 7 – LONG-TERM LIABILITIES – Continued

The following schedule details debt service requirements to maturity for the Town's bonds payable at June 30, 2013.

Year Ending June 30	Governmental Activities			
	2011 Bond Payable		2005 Bond Payable	
	Principal	Interest	Principal	Interest
2014	$ 70,115	$ 35,430	$ 95,000	$ 70,325
2015	72,857	32,635	100,000	65,450
2016	75,705	29,731	105,000	60,325
2017	78,666	26,713	110,000	54,950
2018	81,741	23,577	115,000	49,325
2019-23	459,222	66,381	665,000	155,750
2024-27	102,894	2,012	315,000	14,075
Total	$ 941,200	$ 216,479	$ 1,505,000	$ 470,200

Capital leases – The Town has entered into lease agreements as lessee for financing the acquisition of equipment. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date. The assets acquired through capital leases are as follows:

	Governmental Activities
Equipment	$ 502,333
Less: accumulated depreciation	(21,512)
Carrying value	$ 480,821

The following schedule details debt service requirements to maturity for the Town's capital leases payable at June 30, 2013.

Year Ending June 30	Governmental Activities
2014	$ 163,635
2015	161,219
2016	159,549
2017	159,382
2018	159,382
Total minimum lease payments	803,167
Less amount representing interest	(32,702)
Present value of net minimum lease payments	$ 770,465

NOTE 8 – PLEDGED REVENUES

The Town has pledged, as security for a lease-purchase agreement entered into by the Camp Verde Sanitary District, a portion of the Town's sales tax. The lease-purchase agreement, executed by the Sanitary District in FY2007, was amended during FY2010. Per the amendment, the agreement is in the amount of $2.04 million to provide financing for construction of a new wastewater treatment plant, outfall, and collector sewer lines, and is payable through 2032. The Town has committed to appropriate $135,000 each year from sales tax revenues and state shared revenues, to cover the principal and interest requirements on the Sanitary District's debt.

The Sanitary District has pledged, as the sole security for the lease-purchase agreement, the annual appropriations from the Town. Total principal and interest remaining on the District's debt is $2.4 million with annual requirements averaging at $133,736. Sales taxes and state shared revenues, from which the appropriations will be made, have averaged $4.7 million per year over the last eight years. For the current year, principal and interest paid by the Sanitary District totaled $118,768. Total sales tax and state shared revenues recognized by the Town totaled $5.1 million.

NOTE 9 – INTERFUND BALANCES AND ACTIVITY

Interfund borrowings - During March 2008, the Town Council approved an agreement to loan $832,000 to the Parks Fund from General Fund monies. According to the agreement, quarterly payments of $50,000 are to be made if funds are available until the full amount borrowed has been repaid. However, no payments were made during FY2013 and remaining amount owed from the Parks fund to the General fund is $632,000.

Interfund transfers – During the year ended June 30, 2013, the Town transferred funds to cover shared expenses and interfund borrowings. Transfers made between funds during the year are as follows:

	Transfer to		
Transfers from	Capital Improvement Fund	Non-Major Governmental Funds	Total
General Fund	$ 248,772	$ 154,276	$ 403,048
HURF Fund	146,809	-	146,809
Parks Fund	238,721	-	238,721
Total	$ 634,302	$ 154,276	$ 788,578

NOTE 10 – GOVERNMENTAL FUND BALANCE/NET POSITION COMPONENTS

The Town's restrictions on net position in the government-wide statement of net position are as follows:

	Governmental Activities
Restricted Net Position:	
Highway User Revenues	$ 1,274,961
Housing redevelopment:	
Loans Receivable	141,493
Other	68,962
Court Special Revenue:	
Court Enhancement	127,210
Fill the Gap	13,714
Local JCEF	36,755
9-1-1	2,560
Library Building	502,684
Impact Fees:	
General government	68,798
Library	46,381
Parks and Recreation	103,508
Police Services	59,314
Donations:	
Camp Verde Marshal's Office	930
K-9	1,813
Library	4,531
Parks and Recreation	3,952
Safety fund	2,799
Volunteers in Police Services	427
Total Restricted Net Position	$ 2,460,792

NOTE 10 – GOVERNMENTAL FUND BALANCE/NET POSITION COMPONENTS – Continued

The components of governmental fund balances are as follows:

	General	HURF	Parks	Capital Improvements	Non-Major Govt'l Funds	Total Govt'l Funds
Ending Fund balances, June 30, 2013						
Restricted for:						
Highways and streets	-	1,274,961	-	-	-	1,274,961
Housing redevelopment	-	-	-	-	68,962	68,962
Court special revenue						
Court enhancement	-	-	-	-	127,210	127,210
Fill the gap	-	-	-	-	13,714	13,714
Local JCEF	-	-	-	-	36,755	36,755
9-1-1	-	-	-	-	2,560	2,560
Library building	-	-	-	-	502,684	502,684
Impact fees						
General government	-	-	-	-	68,798	68,798
Library	-	-	-	-	46,381	46,381
Parks and recreation	-	-	-	-	103,508	103,508
Police services	-	-	-	-	59,314	59,314
Donations						
Camp Verde Marshal's office	-	-	-	-	930	930
K-9	-	-	-	-	1,813	1,813
Library	-	-	-	-	4,531	4,531
Parks and recreation	-	-	-	-	3,952	3,952
Safety fund	-	-	-	-	2,799	2,799
Volunteers in police service	-	-	-	-	427	427
Total restricted	-	1,274,961	-	-	1,044,338	2,319,299
Committed for:						
Long-term receivable	632,000	-	-	-	-	632,000
Legal defense	30,015	-	-	-	-	30,015
Capital improvements	-	-	-	686,683	-	686,683
Federal grants	-	-	-	-	5,987	5,987
Heritage Pool	-	-	-	-	14,988	14,988
Schools and school programs	-	-	-	-	140,544	140,544
Senior center	-	-	-	-	7,500	7,500
Total committed	662,015	-	-	686,683	169,019	1,517,717
Unassigned:	1,590,261	-	(603,206)	-	-	987,055
Ending Fund Balances	$ 2,252,276	$ 1,274,961	$ (603,206)	$ 686,683	$ 1,213,357	$ 4,824,071

NOTE 11 – CONTINGENT LIABILITIES

Federal and State grants and loans – The Town has received a number of grants from both the Federal and State governments. Amounts received or receivable from grantor agencies are subject to audit and adjustment; however, the Town expects no material disallowance of expenditures.

Lawsuits – At times the Town is a defendant in various lawsuits, although the outcome of these lawsuits is not always determinable, in the opinion of the Town's legal counsel, any resolution of these matters will not have a material adverse effect on the financial condition of the Town.

NOTE 12 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Town carries commercial insurance for all such risks of loss, including workers' compensation and employees' health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 13 – CLAIMS PAYABLE

In the fiscal year 2011, the Town entered into an agreement with a local business entity to settle a dispute over the use of the business entity's property. The agreement requires the Town to pay three annual installments of $25,000 plus costs related to the installation. The balance of the estimated claim payable at June 30, 2013 totaled $83,566.

NOTE 14 – RETIREMENT PLANS

Plan Descriptions—The Town contributes to the two plans described below. Benefits are established by state statute and generally provide retirement, death, long-term disability, survivor, and health insurance premium benefits.

The *Arizona State Retirement System* (ASRS) administers a cost-sharing multiple-employer defined benefit pension plan, and a cost-sharing multiple-employer defined benefit health insurance plan, and a cost sharing multiple-employer defined benefit long-term disability plan that covers general employees of the Town. The ASRS is governed by the Arizona State Retirement System Board according to the provisions of A.R.S. Title 38, Chapter 5, Article 2.

The *Public Safety Personnel Retirement System* (PSPRS) is an agent multiple-employer defined benefit pension plan and an agent multiple-employer defined benefit health insurance premium plan that covers public safety personnel who are regularly assigned hazardous duty as employees of the State of Arizona or one of its political subdivisions. The PSPRS, acting as a common investment and administrative agent, is governed by a five-member board, known as The Fund Manager, and the participating local boards according to the provisions of A.R.S. Title 38, Chapter 5, Article 4.

NOTE 14 – RETIREMENT PLANS – Continued

Each plan issues a publicly available financial report that includes its financial statements and required supplementary information. A report may be obtained by writing or calling the applicable plan.

ASRS	PSPRS
3300 N. Central Ave.	3010 E. Camelback Rd., Ste. 200
Phoenix, AZ 85012-0250	Phoenix, AZ 85016
(602) 240-2000	(602) 255-5575

Funding Policy—The Arizona State Legislature establishes and may amend active plan members' and the Town's contribution rates.

Cost-sharing plans – For the year ended June 30, 2013, active ASRS members and the Town were each required by statute to contribute at the actuarially determined rate of 11.14 percent (10.90 percent retirement and 0.24 percent long-term disability) of the members' annual covered payroll. The Town's contributions to ASRS for the years ended June 30, 2013, 2012 and 2011, were $227,039, $219,179, and $214,551, respectively, which were equal to the required contributions for the year.

Agent plans – For the year ended June 30, 2013, active PSPRS members were required by statute to contribute 9.55 percent of the members' annual covered payroll, and the Town was required to contribute at the actuarially determined rate of 16.88 percent.

Annual Pension Cost—The Town's pension cost for the agent plan for the year ended June 30, 2013, and related information follows:

	PSPRS
Contribution rates:	
City	16.88%
Plan members	9.55%
Annual pension cost	$ 178,702
Contributions made	$ 178,702

NOTE 14 – RETIREMENT PLANS – Continued

	PSPRS
Actuarial valuation date	06/30/13
Actuarial cost method	Entry Age Normal
Actuarial assumptions:	
Investment rate of return	7.85%
Projected salary increases	4.5%-8.5%
Includes inflation at	4.50%
Cost-of-living adjustments	None
Amortization method	Level percent-of-pay closed
Remaining amortization period	23 years for underfunded
	20 years for overfunded
Asset valuation method	7-year smoothed market value
	80%/120% market

Trend Information – Annual pension cost information for the current and 2 preceding years follows for each of the agent plans.

Plan	Year Ended June 30	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation
PSPRS	2013	$ 137,143	100 %	$ -
	2012	134,661	100 %	-
	2011	130,238	100 %	-
Health Insurance	2013	$ 11,580	100 %	$ -
	2012	12,505	100 %	-
	2011	13,297	100 %	-

Funding Progress – An analysis of funding progress for the agent plan as of the most recent actuarial valuation follows:

Camp Verde Marshals Plan (Retirement)

Year Ended June 30,	Actuarial Value of Assets (a)	Actuarial Accrued Liability(AAL) Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ([b-a]/c)
2013	$3,050,572	$4,109,780	$ 1,059,208	74.2 %	$ 706,486	149.9 %
2012	2,976,077	3,643,057	666,980	81.7	779,063	85.6
2011	2,663,510	3,219,604	556,094	82.7	761,124	73.1

Camp Verde Marshals Plan (Health)

Year Ended June 30,	Actuarial Value of Assets (a)	Actuarial Accrued Liability(AAL) Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ([b-a]/c)
2012	$ -	$ 72,549	$ 72,549	- %	$ 706,486	10.27 %
2012	-	113,920	113,920	-	779,063	14.62
2011	-	113,233	113,233	-	761,124	14.88

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF CAMP VERDE, ARIZONA
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual – General Fund
Year Ended June 30, 2013

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenue				
Taxes	$ 2,630,500	$ 2,630,500	$ 2,794,799	$ 164,299
Intergovernmental	2,777,400	2,777,400	2,731,294	(46,106)
Fines and forfeitures	320,500	320,500	315,559	(4,941)
Licenses and permits	80,350	80,350	159,532	79,182
Charges for services	65,755	65,755	86,994	21,239
Investment income	20,000	20,000	16,275	(3,725)
Other revenue	42,370	42,370	2,119	(40,251)
Total revenue	5,936,875	5,936,875	6,106,572	169,697
Expenditures				
Marshal	2,088,908	2,137,200	2,140,020	(2,820)
Maintenance	426,779	445,082	453,629	(8,547)
Magistrate	369,651	374,679	359,676	15,003
Community development	360,035	360,035	342,326	17,709
Library	362,888	362,888	339,908	22,980
Risk management	340,010	340,010	272,869	67,141
Information technology	135,028	116,830	213,358	(96,528)
Parks and recreation	257,356	257,356	209,479	47,877
Town clerk	218,615	236,813	200,052	36,761
Town manager	190,965	190,965	186,837	4,128
Finance	187,783	187,783	170,138	17,645
Economic development	184,418	184,418	165,748	18,670
Non-departmental	367,970	308,731	164,762	143,969
Public works and streets	91,489	91,489	85,688	5,801
Storm water management	39,000	39,000	28,604	10,396
Mayor and council	27,284	27,284	20,226	7,058
Human resources	49,121	30,818	14,862	15,956
Total expenditures	5,697,300	5,691,381	5,368,182	323,199
Excess (deficiency) of revenue over (under) expenditures	239,575	245,494	738,390	492,896
Other financing sources				
Transfers in (out)	(455,174)	(455,174)	(403,048)	52,126
Total other financing sources	(455,174)	(455,174)	(403,048)	52,126
Net change in fund balances	(215,599)	(209,680)	335,342	545,022
Fund balances, July 1, 2012	1,916,934	1,916,934	1,916,934	-
Fund balances, June 30, 2013	$ 1,701,335	$ 1,707,254	$ 2,252,276	$ 545,022

See accompanying notes to budgetary comparison schedule.

TOWN OF CAMP VERDE, ARIZONA
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – HURF Fund
Year Ended June 30, 2013

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenue				
Intergovernmental	$ 725,000	$ 725,000	750,879	25,879
Investment income	5,000	5,000	9,026	4,026
Other revenue	1,400	1,400	1,330	(70)
Total revenue	731,400	731,400	761,235	29,835
Expenditures				
Current				
Highways and streets	623,214	623,214	461,026	162,188
Capital outlay	82,000	82,000	24,518	57,482
Debt service				
Interest	-	-	8	(8)
Total expenditures	705,214	705,214	485,552	219,662
Excess (deficiency) of revenue over (under) expenditures	26,186	26,186	275,683	249,497
Other financing sources				
Transfers in (out)	(256,587)	(256,587)	(146,809)	109,778
Total other financing sources	(256,587)	(256,587)	(146,809)	109,778
Net change in fund balances	(230,401)	(230,401)	128,874	359,275
Fund balances, July 1, 2012	1,146,087	1,146,087	1,146,087	-
Fund balances, June 30, 2013	$ 915,686	$ 915,686	$ 1,274,961	$ 359,275

See accompanying notes to budgetary comparison schedule.

TOWN OF CAMP VERDE, ARIZONA
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – Parks Fund
Year Ended June 30, 2013

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Other financing sources				
Transfers in (out)	$ (240,090)	$ (240,090)	$ (238,721)	$ 1,369
Total other financing sources	(240,090)	(240,090)	(238,721)	1,369
Net change in fund balances	(240,090)	(240,090)	(238,721)	1,369
Fund balances, July 1, 2012	(364,485)	(364,485)	(364,485)	-
Fund balances, June 30, 2013	$ (604,575)	$ (604,575)	$ (603,206)	$ 1,369

See accompanying notes to budgetary comparison schedule.

TOWN OF CAMP VERDE, ARIZONA
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – Capital Improvements Fund
Year Ended June 30, 2013

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenue				
Investment income	$ -	$ -	$ 54	$ 54
Total revenue	-	-	54	54
Expenditures				
Current				
Public works and streets	$ 109,406	$ 109,406	$ 66,004	$ 43,402
Culture and recreation	115,000	120,919	128,052	(7,133)
Capital outlay	1,251,600	1,251,600	1,212,497	39,103
Total expenditures	1,476,006	1,481,925	1,406,553	75,372
Excess (deficiency) of revenue over (under) expenditures	(1,476,006)	(1,481,925)	(1,406,499)	75,426
Other financing sources				
Capital lease acquisition	-	-	764,664	764,664
Transfers in (out)	784,999	784,999	634,302	(150,697)
Total other financing sources	784,999	784,999	1,398,966	(150,697)
Net change in fund balances	(691,007)	(696,926)	(7,533)	689,393
Fund balances, July 1, 2012	694,216	694,216	694,216	-
Fund balances, June 30, 2013	$ 3,209	$ (2,710)	$ 686,683	$ 689,393

See accompanying notes to budgetary comparison schedule.

NOTE 1 – BUDGETING AND BUDGETARY CONTROL

Arizona Revised Statutes (A.R.S.) require the Town to prepare and adopt a balanced budget annually for each governmental fund. The Town Council must approve such operating budgets on or before the third Monday in July to allow sufficient time for the legal announcements and hearings required for the adoption of the property tax levy on the third Monday in August. A.R.S. prohibit expenditures or liabilities in excess of the amounts budgeted.

Expenditures may not legally exceed appropriations at the department level. In certain instances, transfers of appropriations between departments or from the contingency account to a department may be made upon the Town Councils' approval.

NOTE 2 – BUDGETARY BASIS OF ACCOUNTING

The Town's budget is prepared on a basis consistent with generally accepted accounting principles.

COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES

TOWN OF CAMP VERDE, ARIZONA
Combining Balance Sheet – All Non-Major Governmental Funds
By Fund Type
June 30, 2013

	Special Revenue Funds	Debt Service Fund	Total Non-major Governmental Funds
ASSETS			
Cash and cash equivalents	$ 1,240,345	$ -	$ 1,240,345
Accounts receivable, net	69,122	-	69,122
Due from other governments	12,939	-	12,939
Loans receivable	141,493	-	141,493
Total assets	$ 1,463,899	$ -	$ 1,463,899
LIABILITIES AND FUND BALANCES			
Liabilities			
Accounts payable	$ 19,948	$ -	$ 19,948
Deferred revenue	230,594	-	230,594
Total liabilities	250,542	-	250,542
Fund balances			
Restricted	1,044,338	-	1,044,338
Committed	169,019	-	169,019
Total fund balances	1,213,357	-	1,213,357
Total liabilities and fund balances	$ 1,463,899	$ -	$ 1,463,899

TOWN OF CAMP VERDE, ARIZONA
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – All Non-Major Governmental Funds
By Fund Type
June 30, 2013

	Special Revenue Funds	Debt Service Fund	Total Non-Major Governmental Funds
Revenue			
Intergovernmental	$ 799,901	$ -	$ 799,901
Fines and forfeitures	56,563	-	56,563
Contributions	16,478	-	16,478
Investment income	7,896	-	7,896
Other revenue	55,293	-	55,293
Total revenue	936,131	-	936,131
Expenditures			
Current			
General government	123,770	-	123,770
Public safety	106,452	-	106,452
Public works and streets	43	-	43
Health and welfare	-	118,766	118,766
Culture and recreation	3,379	-	3,379
Economic and community development	114,937	-	114,937
Capital outlay	538,720	-	538,720
Principal	-	159,076	159,076
Interest	-	114,668	114,668
Total expenditures	887,301	392,510	1,279,811
Excess (deficiency) of revenue over (under) expenditures	48,830	(392,510)	(343,680)
Other financing sources			
Transfers (out)	(238,234)	392,510	154,276
Total other financing sources	(238,234)	392,510	154,276
Net change in fund balances	(189,404)	-	(189,404)
Fund balances, July 1, 2012	1,402,761	-	1,402,761
Fund balances, June 30, 2013	$ 1,213,357	$ -	$ 1,213,357

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NON-MAJOR SPECIAL REVENUE FUNDS

Special Revenue funds are used to account for proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes (other than major capital projects). The funds are usually required by statute, ordinance, or federal grant regulation to finance specified activities of the Town. The Town maintains the following non-major Special Revenue funds.

Housing Fund – accounts for revolving loan funds as well as the revenues and expenditures related to the HOME Grant.

Court Special Revenue Fund- accounts for Local JCEF, Fill the Gap and Court Enhancement revenues.

Nonfederal Grants Fund- accounts for all nonfederal grants received by the Town.

Yavapai-Apache Gaming Compact Fund- accounts for the gaming compact revenues received from the Yavapai-Apache Tribe.

Federal Grants Fund- accounts for the activity related to the Town's Federal grants with the exception of the Community Development Block Grant which is accounted for in a separate fund.

CDBG Grants Fund– accounts for the activity related to the Town's Community Development Block Grant.

9-1-1 Fund- accounts for 9-1-1 distributions.

Library Building Fund- accounts for contributions toward the Town's library.

Impact Fee Fund- accounts for development impact fees.

Donations Fund- accounts for gifts, donations, bequests and private grants made to the Town.

TOWN OF CAMP VERDE, ARIZONA
Combining Balance Sheet Non-Major Special Revenue Funds
June 30, 2013

	Housing Fund	Court Special Revenue Fund	Nonfederal Grants Fund	Yavapai-Apache Gaming Compact Fund	Federal Grants Fund
ASSETS					
Cash and cash equivalents	$ 68,982	$ 163,116	$ 32,383	$ 163,032	$ 1,381
Accounts receivable, net	-	69,122	-	-	-
Due from other governments	-	1,649	-	-	11,290
	141,493	-	-	-	-
Total assets	$ 210,475	$ 233,887	$ 32,383	$ 163,032	$ 12,671
LIABILITIES AND FUND BALANCES					
Liabilities					
Accounts payable	$ 20	$ -	$ 5,820	$ -	$ 354
Deferred revenue	141,493	56,208	26,563	-	6,330
Total liabilities	141,513	56,208	32,383	-	6,684
Fund balances					
Restricted	68,962	177,679	-	-	-
Committed	-	-	-	163,032	5,987
Unassigned	-	-	-	-	-
Total fund balances	68,962	177,679	-	163,032	5,987
Total liabilities and fund balances	$ 210,475	$ 233,887	$ 32,383	$ 163,032	$ 12,671

CDBG Grants Fund	9-1-1 Fund	Library Building Fund	Impact Fee Fund	Donations Fund	Total Non-Major Special Revenue Funds
$ -	$ 2,560	$ 516,438	$ 278,001	$ 14,452	$ 1,240,345
-	-	-	-	-	69,122
-	-	-	-	-	12,939
-	-	-	-	-	141,493
$ -	$ 2,560	$ 516,438	$ 278,001	$ 14,452	$ 1,463,899
$ -	$ -	$ 13,754	$ -	$ -	$ 19,948
-	-	-	-	-	230,594
-	-	13,754	-	-	250,542
-	2,560	502,684	278,001	14,452	1,044,338
-	-	-	-	-	169,019
-	-	-	-	-	-
-	2,560	502,684	278,001	14,452	1,213,357
$ -	$ 2,560	$ 516,438	$ 278,001	$ 14,452	$ 1,463,899

TOWN OF CAMP VERDE, ARIZONA
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-Major Special Revenue Funds
June 30, 2013

	Housing Fund	Court Special Revenue Fund	Nonfederal Grants Fund	Yavapai-Apache Gaming Compact Fund	Federal Grants Fund
Revenue					
Intergovernmental	$ 25,000	$ -	$ 304,023	$ 73,188	$ 49,262
Fines and forfeitures	-	56,563	-	-	-
Contributions	-	-	-	-	-
Investment income	2,030	-	-	-	-
Other revenue	53,172	-	-	-	-
Total revenue	80,202	56,563	304,023	73,188	49,262
Expenditures					
Current					
General government	73,124	1,988	-	48,658	-
Public safety	-	-	73,329	-	28,492
Public works and streets	-	-	-	-	-
Culture and recreation	-	-	-	-	-
Economic and community development	114,137	-	-	-	800
Capital outlay	-	-	-	-	-
Total expenditures	187,261	1,988	73,329	48,658	29,292
Excess (deficiency) of revenue over (under) expenditures	(107,059)	54,575	230,694	24,530	19,970
Other financing sources					
Transfers (out)	-	-	(230,694)	(32,000)	-
Total other financing sources	-	-	(230,694)	(32,000)	-
Net change in fund balances	(107,059)	54,575	-	(7,470)	19,970
Fund balances, July 1, 2012	176,021	123,104	-	170,502	(13,983)
Fund balances, June 30, 2013	$ 68,962	$ 177,679	$ -	$ 163,032	$ 5,987

CDBG Grants Fund	9-1-1 Fund	Library Building Fund	Impact Fee Fund	Donations Fund	Total Non-Major Special Revenue Funds
$ 348,428	$ -	$ -	$ -	$ -	$ 799,901
-	-	-	-	-	56,563
-	-	10,788	-	5,690	16,478
-	-	4,899	967	-	7,896
-	-	2,121	-	-	55,293
348,428	-	17,808	967	5,690	936,131
-	-	-	-	-	123,770
-	720	-	-	3,911	106,452
43	-	-	-	-	43
-	-	-	-	3,379	3,379
-	-	-	-	-	114,937
372,345	-	151,649	14,726	-	538,720
372,388	720	151,649	14,726	7,290	887,301
(23,960)	(720)	(133,841)	(13,759)	(1,600)	48,830
23,960	-	500	-	-	(238,234)
23,960	-	500	-	-	(238,234)
-	(720)	(133,341)	(13,759)	(1,600)	(189,404)
-	3,280	636,025	291,760	16,052	1,402,761
$ -	$ 2,560	$ 502,684	$ 278,001	$ 14,452	$ 1,213,357

TOWN OF CAMP VERDE, ARIZONA
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – Non-Major Special Revenue Funds
Year Ended June 30, 2013

	Housing Fund			Court Special Revenue Fund		
	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
Revenue						
Intergovernmental	$ 25,000	$ 25,000	$ -	$ -	$ -	$ -
Fines and forfeitures	-	-	-	56,472	56,563	91
Contributions	-	-	-	-	-	-
Investment income	2,064	2,030	(34)	-	-	-
Other revenue	65,432	53,172	(12,260)	-	-	-
Total revenue	92,496	80,202	(12,294)	56,472	56,563	91
Expenditures						
Current						
General government	104,000	73,124	30,876	5,650	1,988	3,662
Public safety	-	-	-	-	-	-
Public works and streets	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Economic and community development	25,000	114,137	(89,137)	-	-	-
Capital outlay	-	-	-	-	-	-
Total expenditures	129,000	187,261	(58,261)	5,650	1,988	3,662
Excess (deficiency) of revenue over (under) expenditures	(36,504)	(107,059)	(70,555)	50,822	54,575	3,753
Other financing sources						
Transfers in(out)	-	-	-	-	-	-
Total other financing sources	-	-	-	-	-	-
Net change in fund balances	(36,504)	(107,059)	(70,555)	50,822	54,575	3,753
Fund balances, July 1, 2012	176,021	176,021	-	123,104	123,104	-
Fund balances, June 30, 2013	$ 139,517	$ 68,962	$ (70,555)	$ 173,926	$ 177,679	$ 3,753

Nonfederal Grants Fund			YAG Compact Fund		
Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
$ 596,000	$ 304,023	$ (291,977)	$ -	$ 73,188	$ 73,188
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
596,000	304,023	(291,977)	-	73,188	73,188
406,000	-	406,000	78,639	48,658	29,981
-	73,329	(73,329)	-	-	-
12,118	-	12,118	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
418,118	73,329	344,789	78,639	48,658	29,981
177,882	230,694	52,812	(78,639)	24,530	103,169
(263,000)	(230,694)	(32,306)	(37,400)	(32,000)	(5,400)
(263,000)	(230,694)	(32,306)	(37,400)	(32,000)	(5,400)
(85,118)	-	20,506	(116,039)	(7,470)	97,769
-	-	-	170,502	170,502	-
$ (85,118)	$ -	$ 20,506	$ 54,463	$ 163,032	$ 97,769

TOWN OF CAMP VERDE, ARIZONA
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – Non-Major Special Revenue Funds
Year Ended June 30, 2013
(Continued)

	Federal Grants Fund			CDBG Grants Fund		
	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
Revenue						
Intergovernmental	$ 242,347	$ 49,262	$ (193,085)	$ 353,643	$ 348,428	$ (5,215)
Fines and forfeitures	-	-	-	-	-	-
Contributions	-	-	-	-	-	-
Investment income	-	-	-	-	-	-
Other revenue	-	-	-	-	-	-
Total revenue	242,347	49,262	(193,085)	353,643	348,428	(5,215)
Expenditures						
Current						
General government	-	-	-	-	-	-
Public safety	-	28,492	(28,492)	-	-	-
Public works and streets	249,600	-	249,600	34,195	43	34,152
Culture and recreation	-	-	-	-	-	-
Economic and community development	-	800	(800)	-	-	-
Capital outlay	-	-	-	386,382	372,345	14,037
Total expenditures	249,600	29,292	220,308	420,577	372,388	48,189
Excess (deficiency) of revenue over (under) expenditures	(7,253)	19,970	27,223	(66,934)	(23,960)	42,974
Other financing sources						
Transfers (out)	7,253	-	7,253	66,934	23,960	42,974
Total other financing sources	7,253	-	7,253	66,934	23,960	42,974
Net change in fund balances	-	19,970	34,476	-	-	85,948
Fund balances, July 1, 2011	(13,983)	(13,983)	-	-	-	-
Fund balances, June 30, 2012	$ (13,983)	$ 5,987	$ 34,476	$ -	$ -	$ 85,948

9-1-1 Fund			Library Building Fund		
Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	10,000	10,788	788
-	-	-	5,000	4,899	(101)
-	-	-	-	2,121	2,121
-	-	-	15,000	17,808	2,808
-	-	-	-	-	-
-	720	(720)	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	697,491	151,649	545,842
-	720	(720)	697,491	151,649	545,842
-	(720)	(720)	(682,491)	(133,841)	548,650
-	-	-	46,965	500	46,465
-	-	-	46,965	500	46,465
-	(720)	(720)	(635,526)	(133,341)	595,115
3,280	3,280	-	636,025	636,025	-
$ 3,280	$ 2,560	$ (720)	$ 499	$ 502,684	$ 595,115

TOWN OF CAMP VERDE, ARIZONA
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – Non-Major Special Revenue Funds
Year Ended June 30, 2013
(Continued)

	Impact Fee Fund			Donations Fund		
	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
Revenue						
Intergovernmental	$ -	$ -	$ -	$ -	$ -	$ -
Fines and forfeitures	-	-	-	-	-	-
Contributions	-	-	-	1,400	5,690	4,290
Investment income	621	967	346	-	-	-
Other revenue	-	-	-	-	-	-
Total revenue	621	967	346	1,400	5,690	4,290
Expenditures						
Current						
General government	-	-	-	-	-	-
Public safety	-	-	-	12,427	3,911	8,516
Public works and streets	-	-	-	-	-	-
Culture and recreation	-	-	-	5,982	3,379	2,603
Economic and community develop	-	-	-	-	-	-
Capital outlay	74,048	14,726	59,322	-	-	-
Total expenditures	74,048	14,726	59,322	18,409	7,290	11,119
Excess (deficiency) of revenue over (under) expenditures	(73,427)	(13,759)	59,668	(17,009)	(1,600)	15,409
Other financing sources						
Transfers (out)	(46,465)	-	(46,465)	-	-	-
Total other financing sources	(46,465)	-	(46,465)	-	-	-
Net change in fund balances	(119,892)	(13,759)	13,203	(17,009)	(1,600)	15,409
Fund balances, July 1, 2011	291,760	291,760	-	16,052	16,052	-
Fund balances, June 30, 2012	$ 171,868	$ 278,001	$ 13,203	$ (957)	$ 14,452	$ 15,409

Totals		
Budget	Actual	Variance - Positive (Negative)
$ 1,216,990	$ 799,901	$ (417,089)
56,472	56,563	91
11,400	16,478	5,078
7,685	7,896	211
65,432	55,293	(10,139)
1,357,979	936,131	(421,848)
594,289	123,770	470,519
12,427	106,452	(94,025)
295,913	43	295,870
5,982	3,379	2,603
25,000	114,937	(89,937)
1,157,921	538,720	619,201
2,091,532	887,301	1,204,231
(733,553)	48,830	782,383
(225,713)	(238,234)	12,521
(225,713)	(238,234)	12,521
(959,266)	(189,404)	794,904
1,402,761	1,402,761	-
$ 443,495	$ 1,213,357	$ 794,904

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NON-MAJOR DEBT SERVICE FUND

Debt Service Fund- accounts for the accumulation of resources for, and the payment of, long-term debt principal, interest and related costs.

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TOWN OF CAMP VERDE, ARIZONA
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – Non-Major Debt Service Fund
Year Ended June 30, 2013

	Debt Service Fund		
	Budget	Actual	Variance - Positive (Negative)
Expenditures			
Current			
Health and welfare	$ 117,764	$ 118,768	$ (1,004)
Debt service			
Principal	159,076	159,074	2
Interest	115,725	114,668	1,057
Total expenditures	392,565	392,510	55
Excess (deficiency) of revenue over (under) expenditures	(392,565)	(392,510)	55
Other financing sources			
Transfers in	392,565	392,510	(55)
Total other financing sources	392,565	392,510	(55)
Net change in fund balances	-	-	-
Fund balances, July 1, 2012	-	-	-
Fund balances, June 30, 2013	$ -	$ -	$ -

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STATISTICAL SECTION

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STATISTICAL SECTION

The statistical section presents financial statement trends as well as detailed financial and operational information not available elsewhere in the report. The statistical section is intended to enhance the reader's understanding of the information presented in the financial statements, notes to the financial statements, and other supplementary information presented in this report. The statistical section is comprised of the five categories of statistical information presented below.

Financial Trends
These schedules contain information on financial trends to help the reader understand how the Town's financial position and financial activities have changed over time.

Revenue Capacity
These schedules contain information to help the reader assess the factors affecting the Town's ability to generate revenue.

Debt Capacity
These schedules present information to help the reader evaluate the Town's current levels of outstanding debt as well as assess the Town's ability to make debt payments and/or issue additional debt in the future.

Demographic and Economic Information
These schedules present various demographic and economic indicators to help the reader understand the environment in which the Town's financial activities take place and to help make comparisons with other municipalities.

Operating Information
These schedules contain information about the Town's operations and various resources to help the reader draw conclusions as to how the Town's financial information relates to the services provided by the Town.

Due to cost considerations for the accumulation of data, the Town has elected to present less than ten years of data, or data from less than nine years prior, for certain statistical schedules. This information will be accumulated and reported each year until the complete ten years of data is presented.

TOWN OF CAMP VERDE, ARIZONA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(Accrual basis of accounting)

	Fiscal Year Ended June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
Governmental activities:										
Invested in capital assets, net of related debt	$ 10,132,430	$ 9,300,597	$ 8,422,141	$ 7,963,191	$ 7,953,980	$ 7,929,411	$ 4,720,012	$ 4,541,070	$ 2,887,878	$ 3,746,929
Restricted	2,460,792	2,719,944	2,545,163	1,838,636	1,375,836	1,219,728	3,967,997	3,276,858	4,136,468	2,311,098
Unrestricted	2,263,284	1,946,642	2,376,365	3,626,780	3,845,605	3,915,724	3,244,968	3,091,403	2,313,587	2,200,483
Total governmental activities net position	$ 14,856,506	$ 13,967,183	$ 13,343,669	$ 13,428,607	$ 13,175,421	$ 13,064,863	$ 11,932,977	$ 10,909,331	$ 9,337,933	$ 8,258,510
Primary government										
Invested in capital assets, net of related debt	$ 10,132,430	$ 9,300,597	$ 8,422,141	$ 7,963,191	$ 7,953,980	$ 7,929,411	$ 4,720,012	$ 4,541,070	$ 2,887,878	$ 3,746,929
Restricted	2,460,792	2,719,944	2,545,163	1,838,636	1,375,836	1,219,728	3,967,997	3,276,858	4,136,468	2,311,098
Unrestricted	2,263,284	1,946,642	2,376,365	3,626,780	3,845,605	3,915,724	3,244,968	3,091,403	2,313,587	2,200,483
Total net position	$ 14,856,506	$ 13,967,183	$ 13,343,669	$ 13,428,607	$ 13,175,421	$ 13,064,863	$ 11,932,977	$ 10,909,331	$ 9,337,933	$ 8,258,510

Source: The source of this information is the Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(Accrual basis of accounting)

	Fiscal Year Ended June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
Expenses										
General government	$ 2,361,960	$ 2,125,678	$ 2,407,140	$ 2,242,817	$ 2,306,812	$ 2,110,980	$ 2,239,261	$ 2,612,232	$ 2,965,425	$ 2,121,209
Public safety	2,317,487	2,209,435	2,233,318	2,250,649	2,439,899	2,463,833	2,310,866	1,916,994	1,073,301	1,752,643
Public works and streets	820,957	816,853	669,205	765,392	1,197,351	1,185,801	1,692,038	1,466,531	1,000,494	770,194
Health and welfare	136,266	131,300	131,331	107,603	145,237	77,523	10,000	-	-	-
Culture and recreation	735,840	561,166	630,502	695,151	995,711	1,334,525	1,265,748	1,080,657	708,377	961,374
Economic and community development	456,020	348,532	460,601	551,747	845,225	552,987	460,395	35,178	5,166	28,658
Interest on long-term debt	125,025	112,867	100,851	83,429	86,544	88,421	89,413	111,259	36,754	3,372
Total expenses	6,953,555	6,305,831	6,632,948	6,696,788	8,016,779	7,814,070	8,067,721	7,222,851	5,789,517	5,637,450
Program Revenues										
Charges for services:										
General government	18,221	43,244	304,918	303,797	304,269	399,952	582,776	1,312,310	912,135	683,488
Public safety	454,195	373,510	88,421	91,651	94,397	139,246	41,931	86,566	87,837	100,743
Public works and streets	500	5,942	3,429	55,132	56,109	-	21,887	2,050	-	50
Culture and recreation	35,274	36,957	43,746	88,751	101,703	160,177	193,536	60,222	59,954	113,614
Economic and community development	190,062	151,498	101,929	105,337	221,229	189,428	338,303	-	-	-
Operating grants and contributions	1,032,082	1,012,413	1,490,745	1,297,444	1,585,120	1,361,690	1,394,477	1,619,413	1,278,279	1,307,672
Capital grants and contributions	647,539	969,961	-	6,491	32,815	703,532	-	-	83,156	749,025
Total program revenues	2,377,873	2,593,525	2,033,188	1,948,603	2,395,642	2,954,025	2,572,910	3,080,561	2,421,361	2,954,592
Net Expense	$ (4,575,682)	$ (3,712,306)	$ (4,599,760)	$ (4,748,185)	$ (5,621,137)	$ (4,860,045)	$ (5,494,811)	$ (4,142,290)	$ (3,368,156)	$ (2,682,858)

Source: The source of this information is the Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(Accrual basis of accounting)

	Fiscal Year Ended June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
Net Expense	$ (4,575,682)	$ (3,712,306)	$ (4,599,760)	$ (4,748,185)	$ (5,621,137)	$ (4,860,045)	$ (5,494,811)	$ (4,142,290)	$ (3,368,156)	$ (2,682,858)
General Revenues:										
Governmental activities:										
Taxes:										
Sales taxes	2,544,473	1,738,752	1,763,488	1,961,610	2,163,948	2,314,337	2,586,474	2,832,105	1,828,357	1,631,609
Franchise taxes	250,327	245,501	243,353	239,946	238,072	237,227	219,502	187,130	174,072	168,592
State shared revenues	2,567,890	2,325,940	2,441,489	2,755,897	3,091,906	3,154,857	2,919,698	2,714,144	2,378,270	2,244,308
Investment earnings	33,251	13,787	12,985	19,964	3,614	220,900	313,860	209,644	66,880	41,969
Miscellaneous	69,064	11,840	53,507	23,954	239,099	64,610	8,242	-	-	-
Total governmental activities	5,465,005	4,335,820	4,514,822	5,001,371	5,736,639	5,991,931	6,047,776	5,943,023	4,447,579	4,086,478
Changes in Net Position	$ 889,323	$ 623,514	$ (84,938)	$ 253,186	$ 115,502	$ 1,131,886	$ 552,965	$ 1,800,733	$ 1,079,423	$ 1,403,620

Source: The source of this information is the Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(Modified accrual basis of accounting)

	Fiscal Year Ended June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
General Fund:										
Reserved	$ -	$ -	$ -	$ -	$ 632,000	$ 832,000	$ -	$ -	$ -	$ -
Unreserved	-	-	-	3,349,778	2,990,296	2,732,574	3,518,376	3,229,020	2,475,296	2,385,425
Nonspendable	-	-	22,096	-	-	-	-	-	-	-
Committed	662,015	632,000	1,033,628	-	-	-	-	-	-	-
Unassigned	1,590,261	1,284,934	1,950,054	-	-	-	-	-	-	-
Total General Fund	$ 2,252,276	$ 1,916,934	$ 3,005,778	$ 3,349,778	$ 3,622,296	$ 3,564,574	$ 3,518,376	$ 3,229,020	$ 2,475,296	$ 2,385,425
All Other Governmental Funds:										
Reserved	$ -	$ -	$ -	$ 571,720	$ 431,852	$ 348,869	$ 186,537	$ -	$ -	$ -
Unreserved, reported in:										
HURF fund	-	-	-	924,322	606,419	463,892	(122,328)	100,704	100,538	14,924
Parks fund	-	-	-	(339,161)	(326,933)	(744,077)	1,660,258	1,346,233	972,176	678,201
Housing grant fund	-	-	-	77,166	57,800	-	-	45,916	-	-
Non-major Special revenue funds	-	-	-	294,374	296,350	445,566	336,599	48,364	287,683	162,383
Non-major Debt service funds	-	-	-	-	-	-	-	177,535	145,635	60,857
Non-major Capital projects funds	-	-	-	602,214	589,141	1,212,018	1,719,178	1,384,235	2,413,063	1,080,878
Nonspendable	-	79,345	83,198	-	-	-	-	-	-	-
Restricted	2,319,299	2,483,485	2,294,509	-	-	-	-	-	-	-
Committed	855,702	694,215	185,200	-	-	-	-	-	-	-
Unassigned	(603,206)	(378,467)	(559,961)	-	-	-	-	-	-	-
Total all other governmental funds	$ 2,571,795	$ 2,878,578	$ 2,002,946	$ 2,130,635	$ 1,654,629	$ 1,726,268	$ 3,780,244	$ 3,102,987	$ 3,919,095	$ 1,997,243

Source: The source of this information is the Town's financial records.

Note: The Town implemented GASB 54 for the fiscal year ended June 30, 2011.

TOWN OF CAMP VERDE, ARIZONA
GOVERNMENTAL FUNDS REVENUES
LAST TEN FISCAL YEARS
(Modified accrual basis of accounting)

	Fiscal Year Ended June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
Taxes	$ 2,794,799	$ 1,984,253	$ 2,006,841	$ 2,201,557	$ 2,402,020	$ 2,551,564	$ 2,805,976	$ 3,019,235	$ 2,002,429	$ 1,800,201
Intergovernmental	4,282,074	4,038,813	3,899,960	4,158,619	4,729,287	5,270,363	4,306,962	4,278,710	3,634,853	3,540,971
Fines and forfeits	372,122	335,496	278,736	297,058	257,625	342,149	535,170	549,294	410,064	327,701
Licenses and permits	159,532	123,738	102,725	106,006	184,016	150,852	242,345	438,119	319,639	215,631
Charges for services	86,994	86,787	82,052	110,892	248,940	227,056	292,339	259,712	182,462	230,619
Contributions and donations	16,478	361,292	106,964	26,009	45,397	75,038	70,100	75,171	179,218	26,244
Investment income	33,251	13,787	12,984	19,964	3,614	220,900	313,860	209,644	66,880	41,969
Rents and royalties	-	-	3,068	5,048	20,788	43,424	45,692	43,660	18,784	7,507
Other	58,742	36,021	149,967	23,784	126,628	73,206	19,968	170,363	128,977	116,437
Total revenues	$ 7,803,992	$ 6,980,187	$ 6,643,297	$ 6,948,937	$ 8,018,315	$ 8,954,552	$ 8,632,412	$ 9,043,908	$ 6,943,306	$ 6,307,280

Source: The source of this information is the Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
GOVERNMENTAL FUNDS EXPENDITURES AND DEBT SERVICE RATIO
LAST TEN FISCAL YEARS
(Modified accrual basis of accounting)

	Fiscal Year Ended June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
Expenditures:										
Current -										
General government	$ 2,307,763	$ 2,064,569	$ 2,333,981	$ 2,081,749	$ 2,225,758	$ 2,075,036	$ 2,190,340	$ 2,602,842	$ 3,395,796	$ 2,140,861
Public safety	2,222,092	2,148,531	2,080,685	2,283,648	2,286,640	2,322,781	2,136,825	3,411,061	1,657,781	1,731,569
Public works and streets	655,285	688,127	528,172	625,582	682,696	1,072,780	1,583,979	1,374,738	923,922	1,059,509
Health and welfare	136,266	131,300	131,332	107,603	14,527	77,523	10,000	-	-	-
Culture and recreation	680,810	508,581	579,516	637,130	857,850	1,141,267	1,102,211	1,332,275	1,057,554	1,001,797
Economic and community development	455,170	352,412	345,807	469,503	816,146	531,984	434,940	35,375	5,166	28,658
Capital outlay	1,801,828	913,146	2,059,278	396,478	846,250	3,588,221	625,952	-	-	-
Debt service -										
Principal retirement	164,828	302,011	141,408	117,470	92,985	90,452	41,424	2,577	2,333	12,322
Interest and fiscal charges	116,056	84,722	103,044	89,070	92,185	94,061	95,054	118,089	39,031	3,372
Bond issuance costs	-	-	25,000	-	-	-	-	-	30,025	-
Total expenditures	$ 8,540,098	$ 7,193,399	$ 8,328,223	$ 6,808,233	$ 7,915,037	$ 10,994,105	$ 8,220,725	$ 8,876,957	$ 7,111,608	$ 5,978,088
Expenditures for capitalized assets	$ 1,801,828	$ 913,146	$ 1,884,647	$ 280,572	$ 302,307	$ 3,415,762	$ 305,602	$ 1,908,945	$ 1,579,586	$ 1,275,866
Debt service as a percentage of noncapital expenditures	4%	6%	4%	3%	2%	2%	2%	2%	1%	0%

Source: The source of this information is the Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
OTHER FINANCING SOURCES AND USES AND NET CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(Modified accrual basis of accounting)

	Fiscal Year Ended June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
Excess (deficiency) of revenues over expenditures	$ (736,106)	$ (213,212)	$ (1,684,926)	$ 140,704	$ 103,278	$ (2,039,553)	$ 411,687	$ 166,951	$ (168,302)	$ 329,192
Other financing sources (uses):										
Capital lease agreements	764,664	-	208,237	62,784	18,459	-	42,123	-	-	-
Transfers in	266,480	1,729,132	411,442	499,244	1,219,431	1,974,620	71,915	-	13,233	34,730
Transfers out	(266,480)	(1,729,132)	(411,442)	(499,244)	(1,219,431)	(1,942,845)	(71,915)	-	(13,233)	(34,730)
Proceeds of long-term debt issuance	-	-	1,005,000	-	-	-	-	-	2,040,000	-
Proceeds from premium on long-term debt issuance	-	-	-	-	-	-	-	-	140,025	-
Total other financing sources (uses)	764,664	-	1,213,237	62,784	18,459	31,775	42,123	-	2,180,025	-
Changes in fund balances	$ 28,558	$ (213,212)	$ (471,689)	$ 203,488	$ 121,737	$ (2,007,778)	$ 453,810	$ 166,951	$ 2,011,723	$ 329,192

Source: The source of this information is the Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
TAX REVENUES BY CATEGORY
LAST NINE FISCAL YEARS
(Modified accrual basis of accounting)

	Fiscal Year Ended June 30								
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**
Retail Trade	$ 990,166	$ 686,400	$ 691,160	$ 701,977	$ 832,860	$ 898,920	$ 1,068,343	$ 1,108,776	$ 546,790
Restaurants & Bars	437,452	309,169	301,925	307,921	319,393	324,358	321,300	305,811	252,532
Communications & Utilities	251,911	127,280	167,542	150,683	118,950	135,303	136,274	126,126	107,199
Construction	236,112	128,008	142,535	353,081	307,651	430,671	512,790	681,725	441,979
Real Estate, Rental & Leasing	170,973	147,728	134,821	140,596	122,225	111,852	121,702	115,071	94,460
Accommodation	131,748	88,626	84,609	110,798	142,302	148,694	139,946	116,911	98,706
Arts & Entertainment	92,444	59,604	62,416	53,087	62,039	56,874	52,342	42,792	3,362
Manufacturing	72,694	57,808	52,222	55,908	53,684	68,785	64,840	58,736	51,810
Services	57,851	45,369	42,630	59,894	133,860	43,705	44,090	48,833	66,629
Wholesale Trade	57,668	59,127	54,873	64,400	112,402	159,886	144,925	133,614	100,099
Other	42,385	26,309	28,756	36,839	54,597	81,322	102,832	137,798	72,896
Total	$ 2,541,404	$ 1,735,428	$ 1,763,489	$ 2,035,184	$ 2,259,963	$ 2,460,371	$ 2,709,385	$ 2,876,192	$ 1,836,462
Total revenue % growth by year	46.4%	-1.6%	-13.3%	-9.9%	-8.1%	-9.2%	-5.8%	56.6%	N/A

Source: The source of this information is the Town's financial records.

Note: Information was not available prior to fiscal year 2005.
Camp Verde increased its local tax rates on 8/1/12; see the following page.

TOWN OF CAMP VERDE, ARIZONA
DIRECT AND OVERLAPPING SALES TAX RATES
LAST TEN FISCAL YEARS

	Overlapping Rates					
	Town of Camp Verde					
Fiscal Year Ended June 30	Sales Tax	Hospitality	Real Property Rentals	Construction	Yavapai County	Arizona State
2013	3.00	6.00	2.00	3.00	0.75	5.60
2012	2.00	4.00	2.00	3.00	0.75	6.60
2011	2.00	4.00	2.00	3.00	0.75	6.60
2010	2.00	4.00	2.00	3.00	0.75	6.60
2009	2.00	4.00	2.00	3.00	0.75	5.60
2008	2.00	4.00	2.00	3.00	0.75	5.60
2007	2.00	4.00	2.00	3.00	0.75	5.60
2006	2.00	4.00	2.00	3.00	0.75	5.60
2005	2.00	4.00	2.00	3.00	0.70	5.60
2004	2.00	4.00	2.00	3.00	0.70	5.60

Source: The source of this information is the Arizona Department of Revenue.

TOWN OF CAMP VERDE, ARIZONA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

	Governmental Activities			Total Outstanding Debt		
Fiscal Year	**Revenue Bonds**	**Capital Leases**	**Loans Payable**	**Total Debt**	**Percentage of Personal Income**	**Per Capita**
2013	$ 2,446,200	$ 770,465	$ -	$ 3,216,665	N/A	N/A
2012	2,600,000	11,463	5,276	2,616,739	0.04%	240
2011	2,685,000	224,305	9,665	2,918,970	0.05%	267
2010	1,765,000	68,502	13,638	1,847,140	0.03%	170
2009	1,845,000	39,592	17,234	1,901,826	0.03%	175
2008	1,925,000	30,862	20,490	1,976,352	0.03%	181
2007	2,005,000	38,367	23,437	2,066,804	0.03%	191
2006	2,040,000	-	25,168	2,065,168	0.03%	195
2005	-	-	27,745	27,745	0.00%	3
2004	-	-	30,078	30,078	0.00%	3

Source: The source of this information is the Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	Revenue Bonds	Total Bonds	Per Capita
2013	2,446,200	$ 2,446,200	N/A
2012	2,600,000	$ 2,600,000	238
2011	2,685,000	$ 2,685,000	246
2010	1,765,000	$ 1,765,000	162
2009	1,845,000	$ 1,845,000	170
2008	1,925,000	$ 1,925,000	177
2007	2,005,000	$ 2,005,000	185
2006	2,040,000	$ 2,040,000	193
2005	-	$ -	0
2004	-	$ -	0

Source: The source of this information is the Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
JUNE 30, 2012

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable to Town	Estimated Amount Applicable to Town
Overlapping:			
Yavapai County Community College District	$ 40,470,000	3.0%	$ 1,214,100
Direct:			
Town of Camp Verde	3,216,665	100.0%	3,216,665
Total Direct and Overlapping Debt			$ 4,430,765

Source: Arizona Department of Revenue (azdor.gov) Bonded Indebtedness report

Note: FY13 information was not available at the time the audit was completed.

TOWN OF CAMP VERDE, ARIZONA
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS

6% Debt Limit

	Fiscal Year Ended June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
Primary Assessded Value **(HIDE)**	$ 65,576,506	$ 71,284,066	$ 81,699,851	$ 93,710,990	$ 110,746,846	$ 106,919,901	$ 73,375,205	$ 63,401,800	$ 56,247,835	$ 51,686,854
Debt Limit	3,934,590	4,277,044	4,901,991	5,622,659	6,644,811	6,415,194	4,402,512	3,804,108	3,374,870	3,101,211
Total applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	$ 3,934,590	$ 4,277,044	$ 4,901,991	$ 5,622,659	$ 6,644,811	$ 6,415,194	$ 4,402,512	$ 3,804,108	$ 3,374,870	$ 3,101,211
Total net debt applicable to the limit as a percentage of the debt limit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

20% Debt Limit

	Fiscal Year Ended June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
Debt Limit	$ 13,115,301	$ 14,256,813	$ 16,339,970	$ 18,742,198	$ 22,149,369	$ 21,383,980	$ 14,675,041	$ 12,680,360	$ 11,249,567	$ 10,337,371
Total applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	$ 13,115,301	$ 14,256,813	$ 16,339,970	$ 18,742,198	$ 22,149,369	$ 21,383,980	$ 14,675,041	$ 12,680,360	$ 11,249,567	$ 10,337,371
Total net debt applicable to the limit as a percentage of the debt limit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Source: The source of this information is the Town's financial records and the Yavapai County Assessor's Office.

Note: Information was not available prior to fiscal year 2005.
Camp Verde increased its local tax rates on 8/1/12; see the following page.

TOWN OF CAMP VERDE, ARIZONA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

	Revenue Bonds			
Fiscal	**Excise Tax**	**Debt Service**		
Year	**Revenue**	**Principal**	**Interest**	**Coverage**
2013	$ 5,362,690	$ 153,800	$ 112,998	20
2012	4,310,193	85,000	102,793	23
2011	4,448,330	85,000	82,725	27
2010	4,957,453	80,000	85,250	30
2009	5,493,926	80,000	87,600	33
2008	5,706,421	80,000	89,650	34
2007	5,725,674	35,000	91,475	45
2006	5,733,379	-	86,706	66
2005	4,380,699	-	-	N/A
2004	4,044,509	-	-	N/A

Source: The source of this information is the Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
DEMOGRAPHIC AND ECONOMIC STATISTICS - YAVAPAI COUNTY
LAST TEN CALENDAR YEARS

Year	Town of Camp Verde Population	Yavapai County Population	County Personal Income (1)	County Per Capita Income	County Unemployment Rate
2012	10,925	212,637	$ 6,722,907	$ 31,617	8.7 %
2011	10,914	211,130	6,448,529	30,543	10.0
2010	10,873	210,249	6,223,793	29,602	10.8
2009	10,871	211,172	6,247,299	29,584	10.3
2008	10,892	211,211	6,578,410	31,146	5.5
2007	10,829	208,773	6,580,336	31,519	3.4
2006	10,596	204,082	6,038,349	29,588	4.1
2005	10,148	195,424	5,457,132	27,925	4.4
2004	10,014	187,822	4,825,508	25,692	4.7
2003	9,869	182,090	4,326,538	23,760	5.4

Sources: Population, Personal Income & Per Capita Income: US Census Bureau Estimates (census.gov) & Bureau of Economic Analysis (bea.gov)
Unemployment Rate information from US Bureau of Labor Statistics (bls.gov)

Note: (1) - In thousands of dollars
Information for FY13 was not available at the time of printing.

TOWN OF CAMP VERDE, ARIZONA
PRINCIPAL EMPLOYERS - YAVAPAI COUNTY
PRIOR FISCAL YEAR AND TEN YEARS AGO

	2013	2003
Employer	**Employees**	**Employees**
Cliff Castle Casino & Hotel	471	N/A
Yavapai-Apache Nation	238	
Camp Verde School District	222	
Bashas	101	
Town of Camp Verde	96	
Out of Africa Wildlife Park	48	
Steve Coury Automotive	40	
Denny's	32	
US Forest Service	28	
Quintus	26	
Total	1,302	-

Source: The source of this information is the Town's financial records.

Note: Information for FY2003 was not available.

TOWN OF CAMP VERDE, ARIZONA
FULL-TIME-EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Full-time Equivalent Employees as of June 30									
	2013	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
General Government										
Management Services	4.8	5.1	5.4	5.4	5.2	7.2	5.0	7.0	6.0	6.0
Finance	2.0	2.0	1.0	2.5	2.0	2.1	2.9	2.9	2.9	3.0
Economic Development	1.3	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Municipal Court	5.6	5.6	5.6	5.5	6.0	6.0	6.0	6.0	6.0	6.0
Total General Government	13.7	13.7	6.6	8.0	8.0	8.1	8.9	8.9	8.9	9.0
Public Safety										
Marshal's Department	25.0	28.0	26.0	28.0	29.6	32.6	31.0	30.0	28.0	27.0
Animal Control	1.0	1.0	1.0	2.0	2.0	2.0	2.0	2.0	1.5	1.0
Total Public Safety	26.0	29.0	27.0	30.0	31.6	34.6	33.0	32.0	29.5	28.0
Public Works										
Engineering	1.0	1.0	1.0	2.5	1.5	1.0	1.0	0.0	0.0	0.0
HURF/Streets	6.0	5.4	5.0	3.5	6.5	7.0	6.0	6.0	8.5	7.9
Maintenance	7.3	6.4	7.0	6.0	6.0	7.0	8.0	7.0	6.0	5.5
Total Public Works	14.3	12.8	13.0	12.0	14.0	15.0	15.0	13.0	14.5	13.4
Library	5.2	5.4	4.2	5.0	5.4	5.4	4.6	4.9	4.9	4.4
Parks & Recreation	3.7	3.6	3.6	2.8	2.7	3.7	3.0	4.0	4.0	4.0
Community Development	5.0	5.0	4.0	4.0	5.0	7.0	6.0	8.0	7.0	7.0
Total Support and Administration	13.9	14.0	11.8	11.8	13.1	16.1	13.6	16.9	15.9	15.4
Total	67.9	69.4	58.4	61.8	66.7	73.8	70.5	70.8	68.8	65.8

Source: The Town's financial records.

TOWN OF CAMP VERDE, ARIZONA
CAPITAL ASSETS STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year Ended June 30									
Function	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
Public Safety										
Police stations	1	1	1	1	1	1	1	1	1	1
Police vehicles	22	19	17	30	30	31	29	26	26	25
Streets										
Streets (miles)	110	110	110	110	106	106	106	105	104	102
Streetlights	110	110	110	92	102	102	102	98	58	0
Traffic signals	6	6	6	2	2	2	2	2	2	2
Parks and Recreation										
Parks developed	4	4	4	4	3	2	2	2	2	2
Parks acreage	138	138	138	138	130	130	12	12	12	8
Swimming pools	1	1	1	1	1	1	1	1	1	1
Tennis courts	1	1	1	1	1	1	1	1	1	1

Source: The source of this information is the Town's facilities records.

TOWN OF CAMP VERDE, ARIZONA
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year Ended June 30									
Function	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**	**2007**	**2006**	**2005**	**2004**
General Government										
Business Licenses	650	582	555	597	576	556	544	542	511	463
Public Safety										
Total Incidents	11,614	11,234	10,420	8,916	8,348	10,281	9,741	9,821	8,959	8,175
Public Works										
Street Resurfacing (miles)	-	-	-	0.25	-	-	8.30	8.70	11.30	9.20
Library										
Circulation	51,303	63,580	59,883	76,813	80,139	69,349	62,855	58,722	53,565	54,581
Community Development										
Building Permits	387	312	341	364	128	107	151	348	220	161

Source: The source of this information is the Town's records.

8

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 6th, 2014

☐ *Consent Agenda* ☒ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation*

Requesting Department: Clerk's Office

Staff Resource/Contact Person: Deborah Barber

Agenda Title (be exact: Discussion, consideration and possible approval of a class 13 Domestic Farm Winery Liquor License Application for Salt Mine Wine, LLC 536 W. Salt Mine Rd, Camp Verde.

List Attached Documents: – Liquor License Application

Estimated Presentation Time: 5

Estimated Discussion Time: 10

Reviews Completed by: N/A

☒ ***Department Head:*** ***Deborah Barber*** ☐ ***Town Attorney Comments: N/A***

☐ ***Finance Department N/A***

Fiscal Impact: None

Budget Code: ***N/A*** ***Amount Remaining:*** _____

Comments:

Background Information: **Staff received the Liquor License Application on December 16, 2013 and posted the application for the required 20 days as required by law.**

The applicant stated that they do not intend on having wine tasting and sales at the neighborhood location.

Recommended Action (Motion): **Approve a class 13 Domestic Farm Winery Liquor License Application for Salt Mine Wine, LLC 635 W. Salt Mine Rd, Camp Verde, submitted by Kevin Norton.**

Instructions to the Clerk: Section II not required. **Process application.**

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

ORIGINAL ON FILE IN CLERK'S OFFICE 473 S MAIN ST #102

3 DEC 16 Liq. Lic. AM11:33

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): # 13133044

1. Type of License(s): 13

2. Total fees attached: $ 157.00 (Department Use Only)

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. ☐ Ms. NORTON (Last) KEVIN (First) NONE (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: SALT MINE WINE, LLC B1051304
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: SALT MINE VINEYARDS B1051303
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 536 WEST SALT MINE ROAD (Do not use PO Box Number) CAMP VERDE (City) YAVAPAI (County) 86322 (Zip)

5. Business Phone: 602-568-7555 Daytime Phone: 602-568-7555 Email: kevinnorton@cox.net

6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO

7. Mailing Address: 536 WEST SALT MINE ROAD (City) CAMP VERDE, ARIZONA (State) 86322 (Zip)

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application | _____ Interim Permit | _____ Site Inspection | 44.00 Finger Prints | $ 157.00 TOTAL OF ALL FEES

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

Accepted by: EV Date: 12.10.13 Lic. # 13133044

1/7/2013 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

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.
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, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.
(Print full name)

X_____
(Signature)

My commission expires on: _____

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

'13 DEC 10 Liq. Lic 8183

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 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
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I T

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 $22 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.: Salt Mine Wine, LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: May 17, 2013 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L1847816-3 Date authorized to do business in AZ: 5/21/2013
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
Norton	Kevin	None	MEMBER Manager	4630 E. Kirkland Road	Phoenix, AZ 85050
Norton	Delbert Jr.	Leroy	MEMBER Manager	1825 Monroe Lane	Camp Verde, AZ 86322

(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
Norton	Kevin	None	50%	4630 E. Kirkland Road	Phoenix, AZ 85050
Norton	Delbert Jr.	Leroy	50%	1825 Monroe Lane	Camp Verde, AZ 86322

(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 $22 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 Assignmen 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: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

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, _____, hereby authorize the department to process this application to transfer the
(print full name)
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, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ State of _____ County of _____
(Signature of CURRENT LICENSEE)
The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

'13 DEC 10 Liq Lic. AM11:33

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: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

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) horizonal 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))

1. Distance to nearest school: 3,150 ft. Name of school CHESTER NEWTON CHARTER & MONTESSORI
   Address 30 ARIZONA 260 CAMP VERDE, AZ 86322
   City, State, Zip
2. Distance to nearest church: 5,808 ft. Name of church CALVARY CHAPEL
   Address 514 S. MAIN STREET 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 _____
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $_____ What is the remaining length of the lease __ yrs. ____mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
   Please list lenders you owe money to.

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)? MAKING WINE

13 DEC 10 Liq. Lic. #11133

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 _____

'13 DEC 10 Liq. Lic. 33

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? 07/01/2014
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).

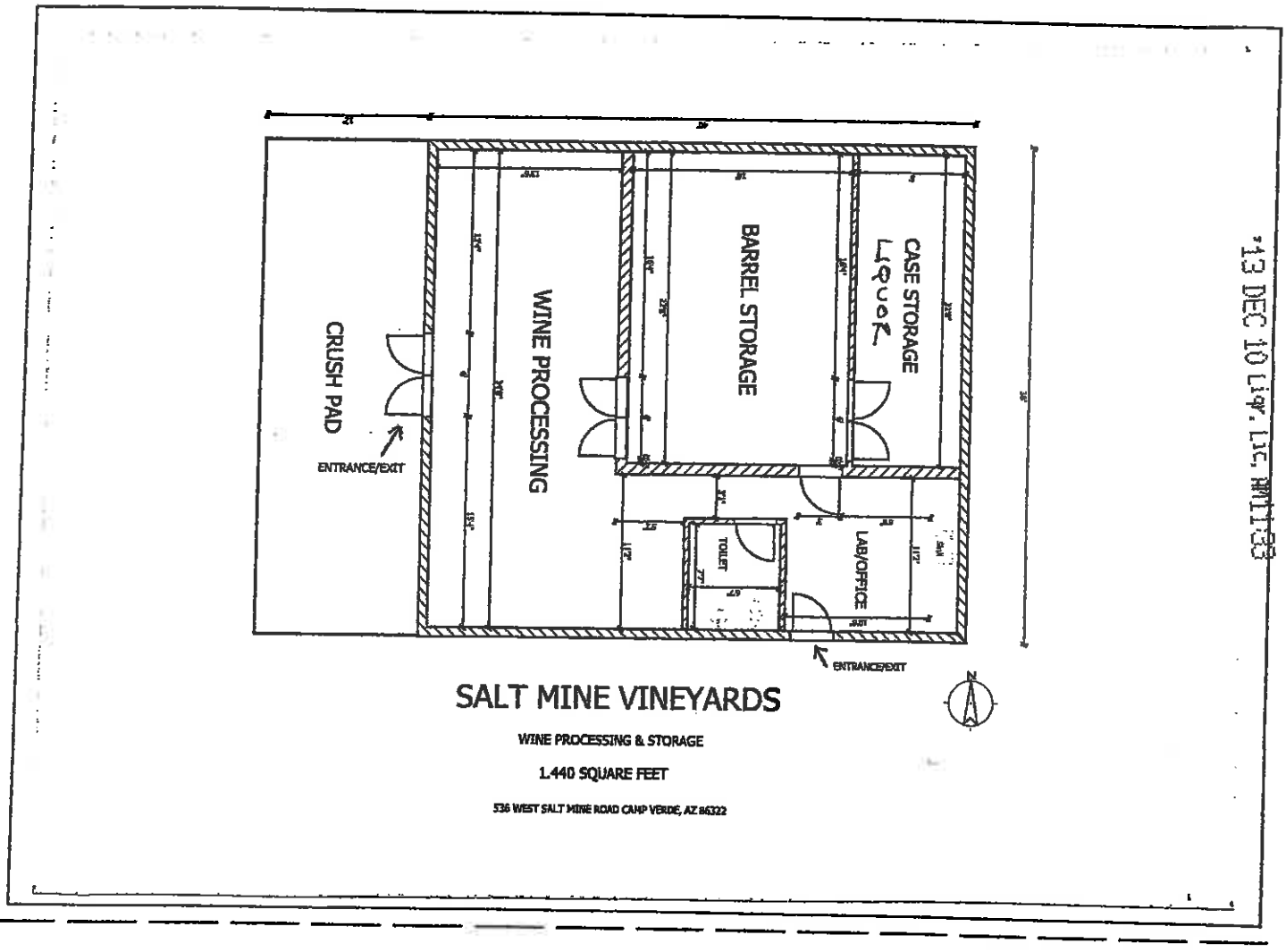
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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.

applicants initials

4. In this diagram please show 'y the area where spirituous liquor is to be sold, ser , consume 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, KEVIN NORTON, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
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 of applicant listed in Section 4, Question 1)

KELLI RODRIGUEZ
Notary Public - Arizona
Maricopa County
My Commission Expires
July 24, 2015

State of az County of Maricopa

The foregoing instrument was acknowledged before me this 2nd of December, 2013
Day Month Year

Kelli Rodriguez
signature of NOTARY PUBLIC

My commission expires on : 24 Dec 2013
Day Month Year

9

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 15, 2014

☐ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☐ Presentation Only ☒ Action/Presentation ☐ Special Session

Requesting Department: Public Works – on behalf of Ray Floyd

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Discussion, consideration and possible approval of the concept and site location of a future All-Purpose building to be constructed on Town grounds.

List Attached Documents: 7 pages, concept drawings

Estimated Presentation Time: 10 Minuets

Estimated Discussion Time: 15

Reviews Completed by: N/A

☐ **Department Head:** ☐ **Town Attorney Comments:**

Finance Review: ☐ **Budgeted** ☒ **Unbudgeted** ☐ **N/A**

Finance Director Comments/Fund:

Fiscal Impact: Budget Code: N/A Amount Remaining: N/A

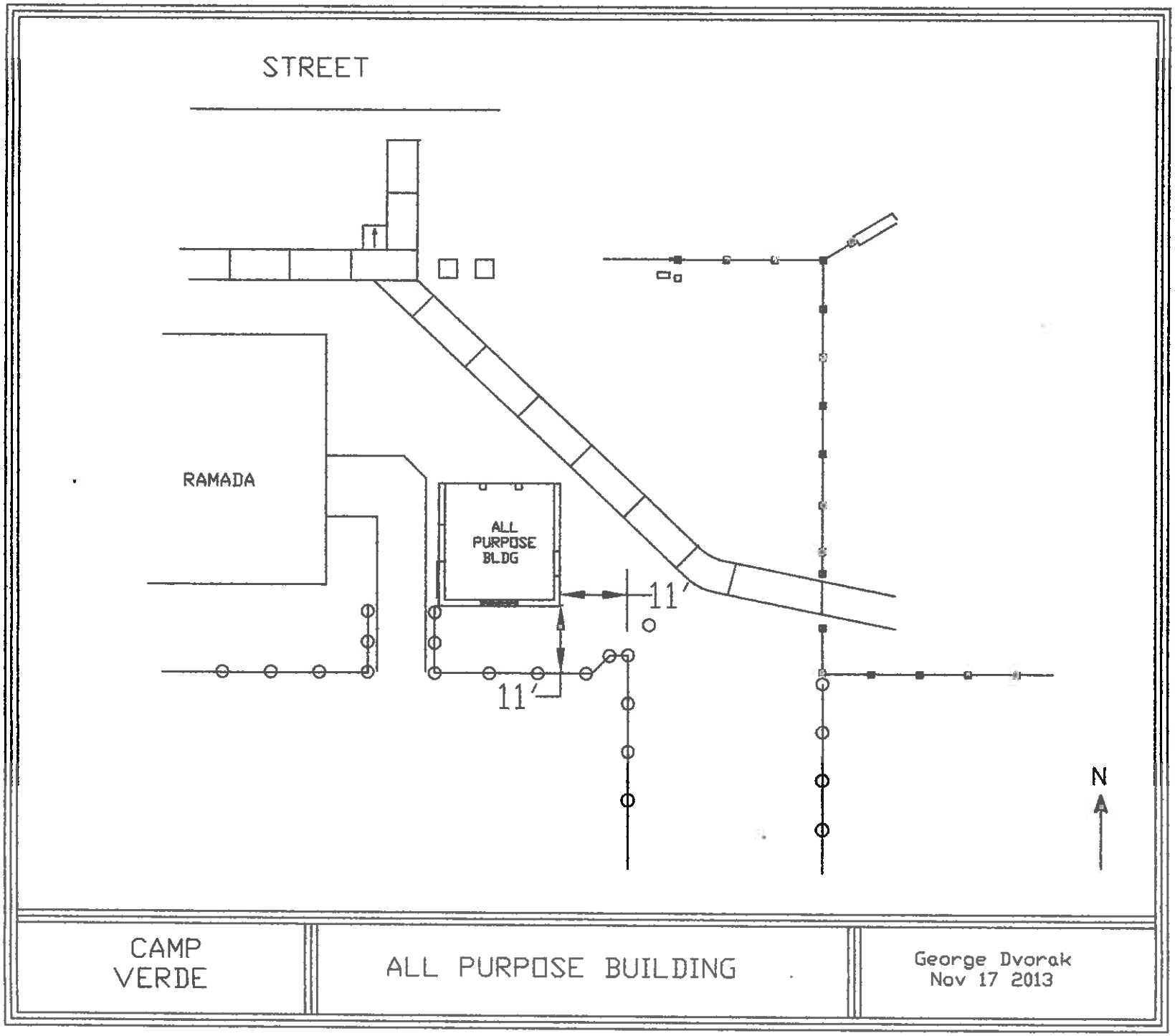
Comments:

Background Information: The "Old Guys" volunteer group have worked on several projects for the Town which have substantially improved our public spaces. At this time, they are requesting Council's approval to return at a later date with detailed construction plans for an all-purpose building (food service area, concession stand, band stage etc.) that would be constructed on the east side of the Town Ramada. The following drawings provide an initial concept of their vision for this building. The Group recognizes that a structure of this type could be a beneficial improvement to Town Grounds. With farsighted planning, a structure of this type could possibly serve the community for the next twenty-plus years; making it a prudent investment.

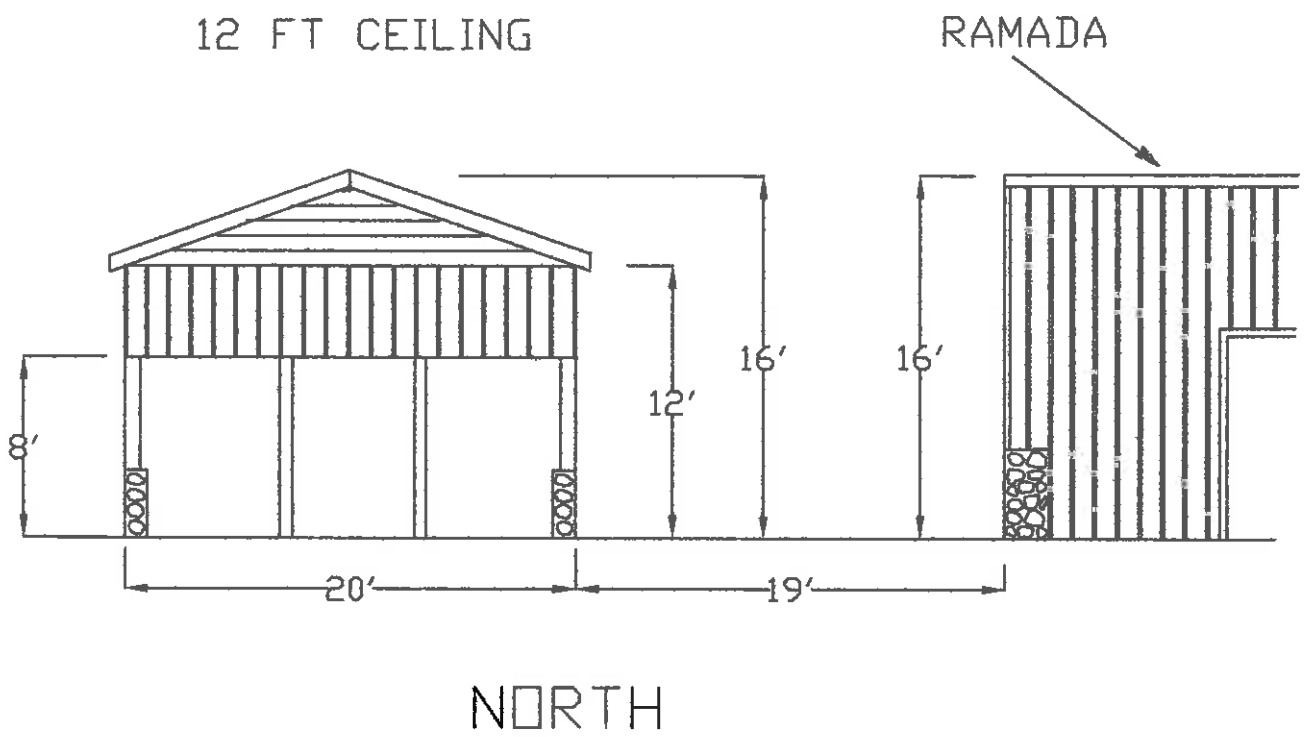
At this time, The Old Guys are requesting that Council consider this project for the location and concept only. Once the full extent of potential uses can be evaluated and deliberated, the group will return with final plans and specifications for your consent .The Group has stated that most of the materials and labor may be donated. However,

once the final plans are vetted and approved by Council, assistance in the form of Staff time and public funds may be requested. When the final plans are presented to Council, the Old Guys will provide estimates for any need of Staff time, materials and public funding. Council would then be asked to establish the limits of available public funds and provide direction to staff for the priority of this project.

Recommended Action (Motion): Move to approve the site location and concept of a free standing all-purpose building to be located at the east side of the Town Ramada. And request that the final building improvement plans be approved by Council prior to commencement of permitting and construction.

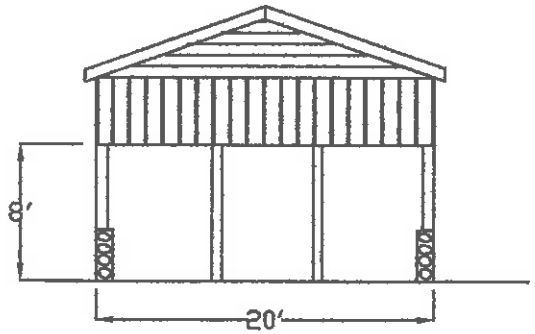


CAMP VERDE	ALL PURPOSE BUILDING	George Dvorak Nov 17 2013

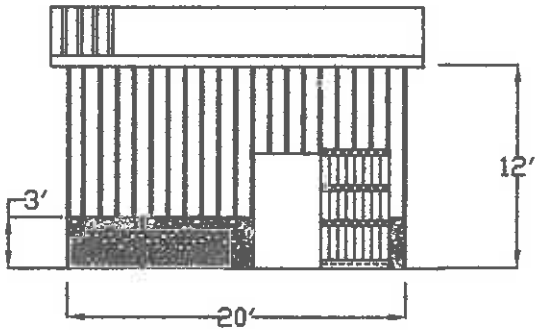


CAMP VERDE	ALL PURPOSE BUILDING	George Dvorak Nov 17 2013

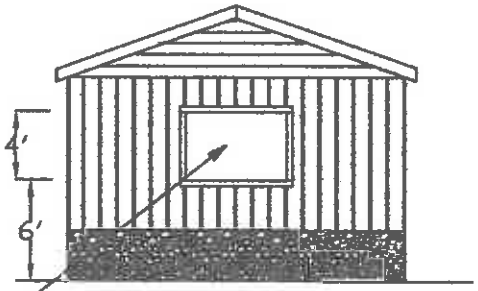
12 FT CEILING



NORTH

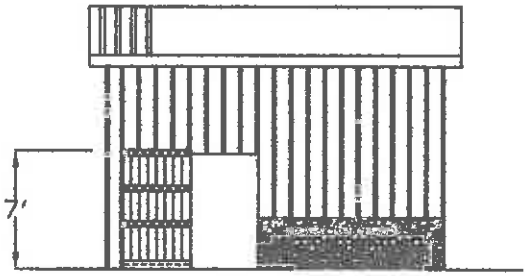


WEST



SWINGING UP AND OUT HATCH 4X6' FT

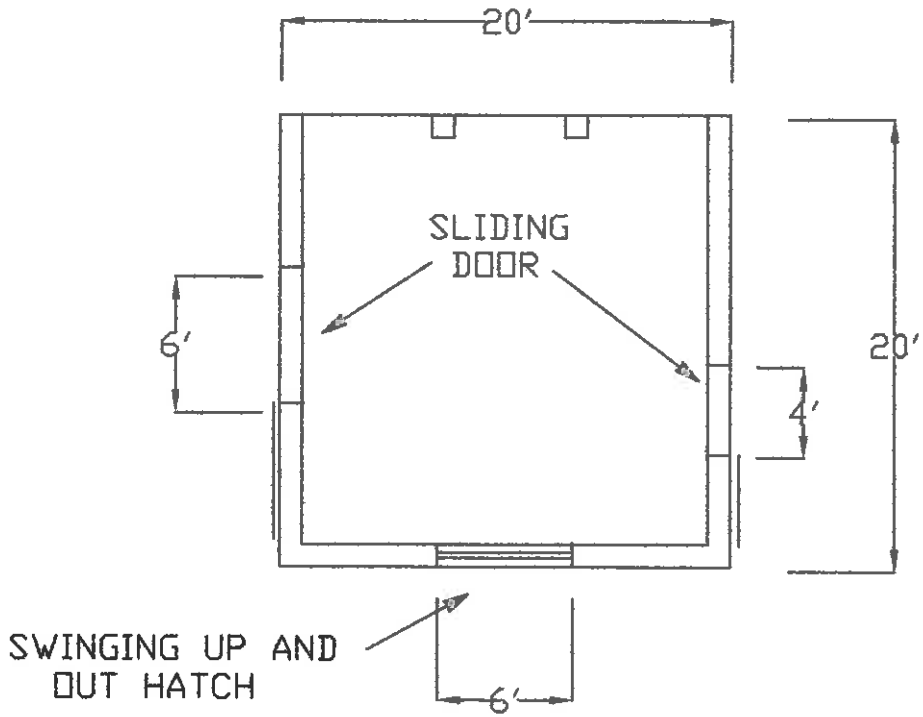
SOUTH



EAST

CAMP VERDE	ALL PURPOSE BUILDING	George Dvorak Nov 17 2013

FLOOR PLAN



CAMP VERDE	ALL PURPOSE BUILDING	George Dvorak Nov 17 2013

10

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 15, 2014

☐ *Consent Agenda* ☒ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation* ☐ *Special Session*

Requesting Department: Public Works – Ron Long

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): **RESOLUTION 2014-909: FOR THE APPROVAL AND EXECUTION OF the INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF CAMP VERDE AND ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) TO DEFINE THE RESPONSIBILITIES BETWEEN THE TOWN AND ADOT FOR IMPROVEMENTS TO SR-260 FROM I-17 TO THOUSAND TRAILS ROAD**

List Attached Documents: IGA/JPA 13-0002982-I *(2 copies – 9 pages total)*

Estimated Presentation Time: 5

Estimated Discussion Time: 5

Reviews Completed by:

☐ ***Department Head:*** ☒ ***Town Attorney:*** Signed, and attached

Finance Review: ☐ **Budgeted** ☐ **Unbudgeted** ☒ **N/A**

Finance Director Comments/Fund:
Budget Code: _____ ***Amount Remaining:*** _____

Comments: This is an ADOT project, Town funds are not required

Background Information: This agreement between ADOT and The Town is for intersection access and divided highway improvements from I-17 to Thousand Trails Road in Camp Verde. The project will improve only the portion of SR-260 that lies within Camp Verde Town limits: from I-17 to Thousand Trails Rd. In order to obtain regional consensus, The Yavapai Apache Nation, Yavapai County, the Cities of Cottonwood, and Sedona, the Towns of Clarkdale and Jerome will execute similar agreements with ADOT

The Town, and ADOT representatives have met on numerous occasions to work with the Nation local Towns, Cities, property owners and interested parties to arrive at design concepts for the project. The design will include: divided

highway from I-17 to Thousand Trails Rd, entrance/exit access points that will consist of 7 intersections and additional agreed upon right in/right out access points for properties adjacent to SR-260

Recommended Action (Motion): Move to approve Resolution 2014-909; **A RESOLUTION TO APPROVE AND EXECUTE THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF CAMP VERDE AND ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) TO DEFINE THE RESPONSIBILITIES BETWEEN THE TOWN AND ADOT FOR IMPROVEMENTS TO SR-260 FROM I-17 TO THOUSAND TRAILS ROAD**

Instructions to the Clerk: Obtain appropriate signatures and process per ADOT instructions attached

RESOLUTION 2014-909

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, TO APPROVE AND EXECUTE IGA 13-0002982-I BETWEEN THE TOWN OF CAMP VERDE AND ARIZONA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO STATE ROUTE 260 FROM INTERSTATE 17 TO THOUSAND TRAILS ROAD

WHEREAS, the State is empowered by Arizona Revised Statutes §28-401; and

WHEREAS, The Town is empowered by Arizona Revised Statutes § 9-240; and

WHEREAS, The Town of Camp Verde and the Arizona Department of Transportation desire to make improvements for safe and efficient movement of traffic traveling on State Route-260 between I-17 and Thousand Trails Road; and

WHEREAS, The Town of Camp Verde, the Nation, regional cities, towns, interested parties and the State have reached a consensus on the improvements for SR-260; and

WHEREAS, the State will improve SR-260 to allow four travel lanes, seven (7) intersections and agreed to controlled right in/right out access points between Wilshire Drive and Thousand Trails Road in Camp Verde.

NOW THEREFORE, BE IT RESOLVED that Intergovernmental Agreement 13-0002982-I between the Town of Camp Verde and Arizona Department of Transportation be approved and executed in order to define the responsibilities of ADOT and the Town for improvements to SR-260

PASSED AND ADOPTED BY THE Mayor and Common council of the Town of Camp Verde, Yavapai county Arizona on the DD day of MM 2013.

_____

Charles German, Mayor

Attest:

_____

Deborah Barber, Town Clerk

Approved as to form:

_____

William J. Sims III, Town Attorney

Intermodal Transportation
205 South Seventeenth Avenue
Phoenix, Arizona 85007-3213

Janice K. Brewer, Governor
John S. Halikowski, Director
Jennifer Toth, State Engineer
Robert Samour, Senior Deputy State Engineer, Operations
Dallas Hammit, Senior Deputy State Engineer, Development

December 10, 2013

Town of Camp Verde
Ron Long - Engineer
473 S. Main Street - Ste 102
Camp Verde, AZ 86322

RE: ADOT CAR No.: IGA /JPA13-0002982-I
AG Contract No.: P001-2013-002970
Project: **Thousand Trails to I-17**
Section: Thousand Trails Road to I-17
Federal-Aid No.:
ADOT Project No.: H8046 01C
TIP/STIP No.: 10616
CFDA No.: 20.205 – Hwy Planning and Construction
Budget Source Item No.: n/a

Dear Mr. Morgan:

Enclosed are two original copies of the above IGA/JPA for signatures, which defines the responsibilities between the **Town of Camp Verde** and the Arizona Department of Transportation.

Please obtain the appropriate official signatures and return the ***signed Agreements***, ***Attorney Approval Forms*** and any ***Resolution Letter or Meeting Minutes*** necessary to enter into this Agreement. Please return the signed original package (2 sets) to my attention to the **Arizona Department of Transportation, Joint Project Administration, 205 S. 17th Avenue, Mail Drop 637E, Phoenix, AZ 85007.**

Please **make no other entries on the originals other than signatures**, and **do not date or staple the first page** or make other entries other than signature. A copy of the recorded contract will be returned upon final approval by the State's Assistant Attorney General. Should you have further questions please do not hesitate to call me at (602) 712-7344.

Sincerely,

Anita Colebrooke

Anita Colebrooke
JPA Procurement Specialist
205 South 17th Avenue Room 213
Phoenix, AZ 85007 Mail drop 637E
602.712.7344
www.azdot.gov

cc: Project Manager

ADOT CAR No.: IGA /JPA13-0002982-I
AG Contract No.: P001-2013-
Project: **Thousand Trails to I-17**
Section: Thousand Trails Road to I-17
Federal-aid No.:
ADOT Project No.: H8046 01C
TIP/STIP No.: 10616
CFDA No.: 20.205 – Hwy Planning and Construction
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI APACHE NATION, YAVAPAI COUNTY, CITY OF COTTONWOOD, CITY OF SEDONA, TOWN OF CAMP VERDE, TOWN OF CLARKDALE AND THE TOWN OF JEROME

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the following PARTIES: the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "STATE"), and the following (collectively, "Local Agencies") the YAVAPAI APACHE NATION ("NATION"), YAVAPAI COUNTY ("COUNTY"), CITY OF COTTONWOOD and CITY OF SEDONA (individually, "CITY", collectively, "CITIES"), TOWN OF CAMP VERDE, TOWN OF CLARKDALE AND THE TOWN OF JEROME (individually, "TOWN", collectively "TOWNS").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401, to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Nation is empowered by Article V (e) and (f) of the Constitution of the Yavapai-Nation, and as specified in Tribal Council Resolution No. , to enter into this Agreement and has by said resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned Chairman of the Tribal Council to execute this Agreement on behalf of the Nation.

3. The County is empowered by Arizona Revised Statutes § 11-251 et seq. to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the County.

4. Each City is empowered by Arizona Revised Statutes § 48-572, to enter into this Agreement and has authorized its undersigned representative to execute this Agreement on behalf of the City.

5. Each Town is empowered by Arizona Revised Statutes § 9-240, to enter into this Agreement and has authorized its undersigned representative to execute this Agreement on behalf of the Town.

6. The State intends to improve State Route 260 (SR 260) to provide four lanes between Thousand Trails Road and Wilshire Drive.

7. The purpose of this agreement is to obtain conceptual approval of intersection access points from the local agencies impacted by the proposed improvements on SR 260 from Thousand Trails Road and Wilshire Drive.

8. Previous studies have identified certain preferred access criteria for the Project.

II. AGREEMENT

1. The Parties agree to support the following concepts for the Project:

- SR 260 will have a rural divided highway cross section from Thousand Trails Road to Horseshoe Bend Road.
- A fringe urban cross section will be added from Horseshoe Bend Road to Wilshire Drive.
- One westbound and one eastbound right-in/right-out and left-in only access point will be permitted between Horseshoe Bend Road and Wilshire Drive.
- Any additional access points will be limited to a right-in/right-out access and will be limited to ¼ mile minimum spacing.
- SR 260 intersections will be designed to maintain a level of service (LOS) B on main line (SR 260) for a minimum of 20 years. Large developments shall be responsible for constructing intersection capacity improvements to maintain LOS B on mainline SR 260.
- Access control will be acquired to ensure future right-in/right-out access will conform with the requirements of this Agreement.
- Seven (7) full access intersections will be constructed at;

  a. Thousand Trails Road (MP 211.22), plus or minus .1 miles
  b. Coury Drive (MP 211.95), plus or minus .1 miles
  c. (MP 214.00), plus or minus .1 miles
  d. (MP 215.00), plus or minus .1 miles
  e. Cherry Creek Road (MP 215.93), plus or minus .1 miles
  f. Horseshoe Bend Road (MP 216.78), plus or minus .1 miles, and
  g. Wilshire Drive (MP 218.30), plus or minus .1 miles.

- No direct access to SR 260 will be permitted other than as stated herein. It is anticipated that property owners will obtain access to SR 260 via shared driveways and roadway connections.
- 'The design concept of the proposed four lanes between Thousand Trail Roads and Wilshire Drive was documented in an Environmental Assessment (EA) prepared under the National Environmental Policy Act (NEPA) and received a Finding of No Significant Impact (FONSI) from the Federal Highway Administration (FHWA) on April 13, 2000. The EA will be Re-evaluated under NEPA in accordance with 23 CFR 771.129 for approval by FHWA.

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

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

TOWN OF CAMP VERDE

By _____
CHARLES GERMAN
Mayor

ATTEST:

By _____
DEBORAH BARBER
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

IGA/JPA 13-0002982-I

ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE

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

No opinion is expressed as to the authority of the remaining "Parties", other than the State to enter into this Agreement.

DATED this 31 day of December, 2013.

Town Attorney

11.

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 15, 2013

☒ *Consent Agenda* ☐ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation* ☐ *Special Session*

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Discussion, consideration and possible award of separate Job Order Contracts to Fann Environmental, Kinney Construction, McDonald Construction and Tiffany Construction in order to provide a variety of Public Works, Streets, Stormwater and General Maintenance Construction services.

List Attached Documents: Four Job Order Contracts

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

☒ ***Department Head:*** ☒ ***Town Attorney Comments:***

Finance Review: ☒ **Budgeted** ☐ **Unbudgeted** ☐ **N/A**

Finance Director Comments/Fund:

Fiscal Impact:

Budget Code: _____ ***Amount Remaining:*** _____

Comments: Background Information: Following procedure of the Town's Financial Operations Guide (see page 22 item #4) and ARS §34-60, on December 5, 2013, Public Works advertised solicitation #13-106: *Request for Qualifications.* Of the Sixteen (16) firms attending the mandatory pre- submittal meeting, twelve (12) submitted Qualification packets.

A panel of six reviewed the 12 submissions; rating them on experience and qualifications, understanding of public works projects, and the trade capabilities of their workforce. The panel then selected the top four ranking firms to enter into Agreements with the Town. Each Agreement is for a one-year period with an option to renew for three additional one-year periods.

When a project (Job Order) exceeds staff's capacity, Public Works will circulate a Request for Quote to each of the four pre-qualified contractors. The Request for Quote will include the scope of work, all specific terms and conditions and applicable specifications for that Individual Job Order. The quote response that is most advantageous or best value to the Town will be selected. Compensation under the Job Order Contract will be in accordance with the Town's Financial Operations Guide-any Individual Job Order $30,000 or greater will require approval of Council.

This approach to project delivery should reduce project costs and expedite project completion and may assist with more accurate budgeting and forecasting for construction needs.

Recommended Action (Motion): Move to authorize the Mayor to execute Job Order Contracts with Fann Environmental, Kinney Construction, McDonald Construction and Tiffany Construction for a period of one year each.

Instructions to the Clerk: Obtain Mayor's signature on four contracts

PROCUREMENT

PURPOSE: To establish standard policies and procedures for the procurement of goods and services for the Town of Camp Verde to ensure that all goods and services received are properly authorized.

POLICIES/PROCEDURES:

I. APPROVAL LEVELS

A. Specified Budgeted Purchases
1. Department Head approval required for all purchases.
2. Finance Director approval required for purchases over $20,000.
3. Town Manager and Finance Director approval required for purchases over $30,000.
4. Council approval required with Town Manager or Finance Director recommendation for purchases over $50,000.

B. Non-Budgeted Purchases or Specified Budget Line Changes
1. Town Manager approval for non-budgeted purchases or specified budget line changes under $5,000.
2. Council approval with Town Manager recommendation for non-budgeted purchases or specified budget line changes over $5,000.

C. Contingency Budget Use
1. Town Manager approval for use of Contingency line items up to $15,000.
2. Council approval with Town Manager recommendation for use of Contingency line items over $15,000 with the exception of normal employee termination payouts.

II. APPROVAL PROCESS

A. Requirements
1. Department Director sign-off for all purchases.
2. 3 comparative quotes required for construction/materials related purchases over $10,000 up to $50,000 and for all non-Bid purchases over $50,000.
3. Bid Process required for construction/materials related purchases over $50,000.
4. Bids and comparative quotes are not required when purchasing from a vendor on the State Procurement List.
5. Purchase Orders/Requisitions must be completed for purchases/contracts over $20,000.

B. Quotes
1. Quotes or current pricing information from reasonable competitors. Information must be printed and attached to the purchase request. Pricing comparisons should be based on best available price information with only reasonable competitor prices used.
2. Where 3 quotes cannot be obtained, a vendor's refusal to quote or simply the lack of vendors must be documented.
3. The Town reserves the right to select a higher quote if circumstances can be documented that the more expensive choice is in the Town's best interest.

F. Other Items

1. Performance and Payment Bonds. The Finance Director shall have the authority to require a performance bond, in such amount as the Finance Director may deem sufficient for contracts other than contracts for construction, and the Finance Director shall require performance and payment bonds for contracts for construction as required by law (in excess of $20,000). In all cases of construction to which state law applies, any requirement for a bond shall be incorporated into the contract.
2. Exclusive Service. In the event that there is only one person or entity capable of providing a particular commodity or service, the requirement of the Town Code concerning bidding procedures shall not be applicable. However, for auditing purposes, sole-source proof shall be maintained.
3. Professional and Technical Services
   a. The provisions of the Town Code shall not apply to professional or technical services.
   b. No person or firm practicing in a professional or technical field for which a license is required by state law shall be engaged by the Town unless possessing a current license in good standing.
   c. Upon engagement, the Town shall enter into a written agreement or memorandum of understanding for the performance of the services for which engaged, setting forth the scope of services and the unit or total price therefore.
4. Job Order Contract. Under ARS 6-34-601, the Finance Director may authorize the solicitation for Request of Qualifications (RFQ) and/or Request for Proposals (RFP), for the selection of a qualified firm/individual with whom the Town may enter into a Job Order Contract (JOC). The method of solicitation and selection may include the consideration of contractors approved under the Mohave Contract. Multiple contracts for Job-Order-Contracting construction services may be awarded to separate persons or firms on a final list with whom the Town may negotiate fair and reasonable contract terms. Multiple year contracts will be executed for three years, performance reviews and fixed or unit prices may be updated annually.
5. Cooperative Purchasing. The Town Code shall not apply to purchases made by, though or with the State of Arizona or its political subdivisions. The Town may make purchases or award contracts for services without a formal bidding or proposal process whenever other governmental units have done so for the same item or service, if, in the opinion of the Finance Director, a separate bidding process is not likely to result in a significantly lower price for such items or services.
6. Grants. The provisions set forth in the Town Code or the Town of Camp Verde Financial Operations Guide may be superseded by bidding, proposal, or qualification requirements in federal and state grants.
7. Purchases from Mayor or Council Members. Pursuant to ARS § 38-503(C), as may be amended, the Town, through its common Council, may purchase supplies, materials, and equipment not to exceed three hundred dollars in cost in any single transaction or a total of one thousand dollars annually, or as may be adjusted by law from the Mayor or any member of the common Council without using competitive public bidding procedures according to an annually adopted Town policy.

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **15th** day of January, 2014, by and between the Town of Camp Verde, a municipal corporation organized and existing under the laws of the State of Arizona, hereinafter called the "Town", and **Fann Environmental/Fann Contracting Joint Venture Partnership** of the Town of Prescott, County of Yavapai, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the Town, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Streets, Stormwater, Sewer and General Facilities Maintenance and Repairs

Agreement Number: **13-106**

Description: PUBLIC WORKS, STREET, STORMWATER, SEWER AND GENERAL FACILITIES MAINTENANCE CONTRACTING SERVICES FOR THE TOWN OF CAMP VERDE AT VARIOUS LOCATIONS, INCLUDING, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, THE CAMP VERDE SEWER UTILITY SERVICE AREAS

Term: ONE (1) YEAR WITH THREE (3) ONE-YEAR RENEWAL OPTIONS

1. Notice to Proceed, Completion Time, and Liquidated Damages

A. It is agreed that the Town will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.

B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.

C. **Liquidated Damages.** Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Town will sustain on account of late completion.

2. Miscellaneous

A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.

B. **Assignment.** Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Town.

C. **Agreement Documents.** The following listed documents constitute the Agreement Documents and they are all as fully a part of this Agreement as if repeated herein:

1) Any and all amendments, Supplementary General Conditions and Special Requirements included herein.

2) Construction Services Agreement.

3) General Conditions for Construction.

CONSTRUCTION SERVICES AGREEMENT

4) Special Terms and Conditions.

5) Scope of Work, including any and all Standard, Special, Technical, and Supplementary Specifications included herein.

6) Performance and Payment Bonds.

7) Insurance Requirements.

D. **Precedence.** In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedent to the terms of the above documents in the order listed. Anything in these Agreement documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Agreement shall be a part of the Agreement between the parties and shall take precedence over all of the other Agreement documents.

IN WITNESS THEREOF, the parties hereto have executed three (3) identical counterpart copies of this Agreement on the date and year first written above, each of which copies shall for all purposes be deemed an original hereof.

TOWN OF CAMP VERDE

_____

Charles German, Mayor

CONTRACTOR

By: _____

Title: _____

APPROVE AS TO FORM

_____

William Sims, Town Attorney

ATTEST (If Corporation):

_____

Secretary

ATTEST

_____

Debbie Barber, Town Clerk

SEAL

TOWN CLERK'S OFFICE
473 S MAIN ST, SUITE 102
CAMP VERDE, AZ 86322
(928) 554-0024

May 14, 2013

FANN ENVIRONMENTAL LLC
6708 CONRSAIR AVE. STE A
PRESCOTT AZ 86301-9121

Account # 1603

Your Business License for the period June 1, 2013 - May 31, 2014 is attached.

Total Fees Paid: **$ 15.00**

Town of Camp Verde

License # 1603

Yavapai County, Arizona

2013 - 2014 Business License

This is to certify that

FANN ENVIRONMENTAL LLC

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 6/01/2013 – 5/31/2014

Type of business: CONSULTING/CONSTRUCTION CONTRACTOR

Deborah Barber
Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **15th** day of January, 2014, by and between the Town of Camp Verde, a municipal corporation organized and existing under the laws of the State of Arizona, hereinafter called the "Town", and **McDonald Bros Construction Inc.** of the Town of Camp Verde, County of Yavapai, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the Town, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Streets, Stormwater, Sewer and General Facilities Maintenance and Repairs

Agreement Number: **13-106**

Description: PUBLIC WORKS, STREET, STORMWATER, SEWER AND GENERAL FACILITIES MAINTENANCE CONTRACTING SERVICES FOR THE TOWN OF CAMP VERDE AT VARIOUS LOCATIONS, INCLUDING, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, THE CAMP VERDE SEWER UTILITY SERVICE AREAS

Term: ONE (1) YEAR WITH THREE (3) ONE-YEAR RENEWAL OPTIONS

1. Notice to Proceed, Completion Time, and Liquidated Damages

A. It is agreed that the Town will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.

B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.

C. **Liquidated Damages.** Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Town will sustain on account of late completion.

2. Miscellaneous

A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.

B. **Assignment.** Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Town.

C. **Agreement Documents.** The following listed documents constitute the Agreement Documents and they are all as fully a part of this Agreement as if repeated herein:

1) Any and all amendments, Supplementary General Conditions and Special Requirements included herein.

2) Construction Services Agreement.

3) General Conditions for Construction.

CONSTRUCTION SERVICES AGREEMENT

4) Special Terms and Conditions.

5) Scope of Work, including any and all Standard, Special, Technical, and Supplementary Specifications included herein.

6) Performance and Payment Bonds.

7) Insurance Requirements.

D. **Precedence.** In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedent to the terms of the above documents in the order listed. Anything in these Agreement documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Agreement shall be a part of the Agreement between the parties and shall take precedence over all of the other Agreement documents.

IN WITNESS THEREOF, the parties hereto have executed three (3) identical counterpart copies of this Agreement on the date and year first written above, each of which copies shall for all purposes be deemed an original hereof.

TOWN OF CAMP VERDE

_____

Charles German, Mayor

CONTRACTOR

By: _____

Title: _____

APPROVE AS TO FORM

_____

William Sims, Town Attorney

ATTEST (If Corporation):

_____

Secretary

ATTEST

_____

Debbie Barber, Town Clerk

SEAL

TOWN CLERK'S OFFICE
473 S MAIN ST, SUITE 102
CAMP VERDE, AZ 86322
(928) 554-0024

September 30, 2013

MCDONALD BROS CONSTRUCTION
PO BOX 785
CAMP VERDE AZ 86322

Account # 0028

Your Business License for the period October 1, 2013 - September 30, 2014 is attached.

Total Fees Paid: **$ 15.00**

Town of Camp Verde

License # 0028

Yavapai County, Arizona

2013 - 2014 Business License

This is to certify that

MCDONALD BROS CONSTRUCTION

1535 S QUARTERHORSE LN

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 10/01/2013 – 9/30/2014

Type of business: HEAVY EQUIP CONSTRUCTION CONTRACTOR

Deborah Barber
Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **15th** day of January, 2014, by and between the Town of Camp Verde, a municipal corporation organized and existing under the laws of the State of Arizona, hereinafter called the "Town", and **Kinney Construction Services** of the City of Flagstaff, County of Coconino, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the Town, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Streets, Stormwater, Sewer and General Facilities Maintenance and Repairs

Agreement Number: **13-106**

Description: PUBLIC WORKS, STREET, STORMWATER, SEWER AND GENERAL FACILITIES MAINTENANCE CONTRACTING SERVICES FOR THE TOWN OF CAMP VERDE AT VARIOUS LOCATIONS, INCLUDING, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, THE CAMP VERDE SEWER UTILITY SERVICE AREAS

Term: ONE (1) YEAR WITH THREE (3) ONE-YEAR RENEWAL OPTIONS

1. Notice to Proceed, Completion Time, and Liquidated Damages

A. It is agreed that the Town will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.

B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.

C. **Liquidated Damages.** Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Town will sustain on account of late completion.

2. Miscellaneous

A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.

B. **Assignment.** Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Town.

C. **Agreement Documents.** The following listed documents constitute the Agreement Documents and they are all as fully a part of this Agreement as if repeated herein:

1) Any and all amendments, Supplementary General Conditions and Special Requirements included herein.

2) Construction Services Agreement.

3) General Conditions for Construction.

CONSTRUCTION SERVICES AGREEMENT

4) Special Terms and Conditions.

5) Scope of Work, including any and all Standard, Special, Technical, and Supplementary Specifications included herein.

6) Performance and Payment Bonds.

7) Insurance Requirements.

D. **Precedence.** In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedent to the terms of the above documents in the order listed. Anything in these Agreement documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Agreement shall be a part of the Agreement between the parties and shall take precedence over all of the other Agreement documents.

IN WITNESS THEREOF, the parties hereto have executed three (3) identical counterpart copies of this Agreement on the date and year first written above, each of which copies shall for all purposes be deemed an original hereof.

TOWN OF CAMP VERDE

_____

Charles German, Mayor

CONTRACTOR

By: _____

Title: _____

APPROVE AS TO FORM

_____

William Sims, Town Attorney

ATTEST (If Corporation):

_____

Secretary

ATTEST

_____

Debbie Barber, Town Clerk

SEAL

TOWN CLERK'S OFFICE
473 S MAIN ST, SUITE 102
CAMP VERDE, AZ 86322
(928) 554-0024

December 26, 2013

KINNEY CONSTRUCTION SERVICES
120 N. BEAVER STREET, STE 100
FLAGSTAFF AZ 86001

Account # 2647

Your Business License for the period December 26, 2013 - December 25, 2014 is attached.

Total Fees Paid: **$ 50.00**

License # 2647

Town of Camp Verde

Yavapai County, Arizona

2013 - 2014 Business License

This is to certify that

KINNEY CONSTRUCTION SERVICES

120 N. BEAVER STREET 100

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 12/26/2013 – 12/25/2014

Type of business: COMM GEN CONTRACTOR

CONTRACTOR

Deborah Barber
Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **15th** day of January, 2014, by and between the Town of Camp Verde, a municipal corporation organized and existing under the laws of the State of Arizona, hereinafter called the "Town", and **Tiffany Construction Company** of the City of Phoenix, County of Maricopa, and State of Arizona hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the Town, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Streets, Stormwater, Sewer and General Facilities Maintenance and Repairs

Agreement Number: **13-106**

Description: PUBLIC WORKS, STREET, STORMWATER, SEWER AND GENERAL FACILITIES MAINTENANCE CONTRACTING SERVICES FOR THE TOWN OF CAMP VERDE AT VARIOUS LOCATIONS, INCLUDING, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, THE CAMP VERDE SEWER UTILITY SERVICE AREAS

Term: ONE (1) YEAR WITH THREE (3) ONE-YEAR RENEWAL OPTIONS

1. Notice to Proceed, Completion Time, and Liquidated Damages

A. It is agreed that the Town will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.

B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.

C. **Liquidated Damages.** Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Town will sustain on account of late completion.

2. Miscellaneous

A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.

B. **Assignment.** Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Town.

C. **Agreement Documents.** The following listed documents constitute the Agreement Documents and they are all as fully a part of this Agreement as if repeated herein:

1) Any and all amendments, Supplementary General Conditions and Special Requirements included herein.

2) Construction Services Agreement.

3) General Conditions for Construction.

CONSTRUCTION SERVICES AGREEMENT

5) Scope of Work, including any and all Standard, Special, Technical, and Supplementary Specifications included herein.

6) Performance and Payment Bonds.

7) Insurance Requirements.

D. **Precedence.** In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedent to the terms of the above documents in the order listed. Anything in these Agreement documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Agreement shall be a part of the Agreement between the parties and shall take precedence over all of the other Agreement documents.

IN WITNESS THEREOF, the parties hereto have executed three (3) identical counterpart copies of this Agreement on the date and year first written above, each of which copies shall for all purposes be deemed an original hereof.

TOWN OF CAMP VERDE

_____

Charles German, Mayor

CONTRACTOR

By: _____

Title: _____

APPROVE AS TO FORM

_____

William Sims, Town Attorney

ATTEST (If Corporation):

_____

Secretary

ATTEST

_____

Debbie Barber, Town Clerk

SEAL

TOWN CLERK'S OFFICE
473 S MAIN ST, SUITE 102
CAMP VERDE, AZ 86322
(928) 554-0024

January 6, 2014

TIFFANY CONSTRUCTION COMPANY
PO BOX 97970
PHOENIX AZ 85008

Account # 2648

Your Business License for the period January 6, 2014 - January 30, 2015 is attached.

Total Fees Paid: **$ 50.00**

Town of Camp Verde

License # 2648

Yavapai County, Arizona

2014 - 2015 Business License

This is to certify that

TIFFANY CONSTRUCTION COMPANY

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 1/06/2014 – 1/30/2015

Type of business: CONSTRUCTION COMPANY

CONTRACTOR

Deborah Barber
Town Clerk

Town of Camp Verde, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE:	**REQUEST FOR QUALIFICATIONS**
SERVICES SOUGHT:	**Job Order Contracting for Public Works, Street, Stormwater, Sewer, and General Facilities Maintenance Contracting Services**
SOLICITATION INVITATION NO:	**13-106**
RESPONSE DUE DATE AND TIME:	**December 5th, 2013 at 2:00 pm local Arizona time**
LOCATION:	**Town of Camp Verde** **Public Works Department** **395 S. Main Street** **Camp Verde, Arizona 86322**

Notice is hereby given that the Town of Camp Verde (Town) is conducting a competitive one-step process to retain up to three (3) Contractors for a Job Order Contract (JOC) Agreement to provide under Individual Job Orders a variety of Public Works, Street, Stormwater and General Maintenance Contracting services for the Town of Camp Verde at various locations, including but not limited to Town Rights of Way, Town Grounds and Facilities, and also the Camp Verde Sewer Utility area. Compensation under this Agreement shall be in accordance with the Town of Camp Verde Financial Operations Guide. Any Individual Job Order greater in total amount than $30,000 shall require Town Council approval prior to the award and the Notice to Proceed being given. At no time shall any one Individual Job Order exceed the statute allowed amount of $1,000,000.

This is a "one-step" qualifications-based selection process for "Professional Services" pursuant to A.R.S. § 34-601 *et seq*. The initial activity will involve an evaluation and ranking of Contractors' qualifications and experience with similar projects through a review and evaluation of required Statements of Qualifications. The Town, at its sole discretion, may make its determination of the final list and rank of the final list solely on the Statements of Qualifications review and evaluation **or** the Town may select three (3) to five (5) of the highest ranked Contractors for interviews and make its determination of the final list and ranking of the final list on the combined results of the Statements of Qualifications review and evaluation and the interviews.

The term of this Agreement will be one (1) year with three (3) one-year renewal options. However, services will be requested on an as-needed, if-needed basis and the resultant Agreement(s) are neither exclusive nor a commitment by the Town that the Contractor's services will be required.

Solicitation document packets are available by contacting either Linda Peterson or Deborah Ranney at (928) 554-0820 or by e-mail requests at PublicWorks@campverde.az.gov . If e-mail request is used, please provide company name, contact person, phone number, and one appropriate e-mail address that will serve as an official e-mail address for the duration of this solicitation.

Proposers are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this Request for Qualifications (RFQ).

Mandatory Pre-Submittal Conference: A mandatory pre-submittal conference will be given by the Town of Camp Verde Public Works Department on November 8th, 2013 9:00 am in rooms 206 & 207 at 432 S. Main Street in Camp Verde, Arizona. This will be a question and answer period for the RFQ and the Job Order Contracting process.

All questions regarding this RFQ must be received in **writing** by the Town of Camp Verde Public Works Department no later than Monday, December 2nd, 2013 at 2:00 pm Arizona Time and shall be e-mailed to Troy Odell, PE at troy.odell@campverde.az.gov with a copy to Ron Long, PE at ron.long@campverde.az.gov and Deborah Ranney at deb.ranney@campverde.az.gov . Questions will be responded to via e-mail by formal written addenda to this document. **Any oral questions, answers, statements or instructions shall not in any way constitute a required amendment to this RFQ.**

Responses to this solicitation will be received by the Public Works Department, Town of Camp Verde, 395 S. Main Street, Camp Verde, Arizona 86322, until December the 5th at 2:00 pm Arizona Time at which time they will be opened publicly at 432 S. Main Street in rooms 206 & 207.

Responses must be submitted in a sealed envelope or package and should be clearly identified as a response to the RFQ as "Statement of Qualifications for Job Order Contracting" and be clearly marked with the name and address of the Respondent and the solicitation number 13-106. All responses must be completed in ink or typewritten (corrections must be lined through and initialed, No white out). Additional instructions for preparing your responses are provided on the following pages.

Responses must be in the actual possession of the Public Works Department and stamped by a member of the Public Works staff on or prior to December the 5th at 2:00 pm. Late responses or unsigned responses **will not** be accepted or considered under any circumstances.

The Town of Camp Verde reserves the right to reject any or all responses, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any response. All information regarding the content of the specific responses will remain confidential until an Agreement is finalized or all responses are rejected.

Publish Date: Verde Independent/Bugle – Sunday, October 27, 2013 and Wednesday, October 30, 2013 and Sunday, November 3, 2013

PUBLISHERS AFFIDAVIT REQUIRED

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RESPONDENT

****INCLUDE AS TOP PAGE OF YOUR SUBMISSION****

Firm Name: _____

☐ 1. The response has been signed in the Offer Section (responses not signed in this section will not be considered).

☐ 2. Any required descriptive literature have been included.

☐ 3. The Addendum Acknowledgement has been completed, signed, and is included.

☐ 4. The Non-Collusion Affidavit has been signed and is included.

☐ 5. The Disclosure of Responsibility Statement has been signed and is included.

☐ 6. The Certificate of Insurability has been signed and is included.

☐ 7. The Contractor Immigration Warranty has been signed and is included.

☐ 8. The mailing envelope/package has been addressed to:

Location:

Town of Camp Verde

Public Works Department

395 S. Main Street

Camp Verde, AZ 86322

☐ 9. Response package/envelope has been identified with solicitation number and title.

☐ 10. The response is mailed in time to be received and stamped in by a Public Works representative no later than the specified time on the designated date (otherwise the response cannot be considered).

INFORMATION AND INSTRUCTIONS TO RESPONDENT

1. REQUEST FOR QUALIFICATIONS (RFQ)

This solicitation is a Request for Qualifications (RFQ) for Job Order Contracting (JOC) for Public Works, Street, Stormwater and General Maintenance Contracting services for the Town of Camp Verde, Arizona (Town).

2. BACKGROUND.

Job Order Contracting is an alternative delivery method for construction of public works projects. Job Order Contracts (JOC's) differ from the standard project-specific, low bid contracts in that they are *indefinite-quantity contracts, which can be awarded on the basis of qualifications*. Best value may be considered in awarding the JOC or in awarding job orders under the JOC contract/agreement.

3. GENERAL INFORMATION

3.1. Late/Incomplete Responses. Late, incomplete, and/or unsigned responses will not be considered under any circumstances and will be returned to the respondents. Envelopes containing responses with insufficient postage will not be accepted by Town. It is the sole responsibility of the Respondent to see that his/her response is delivered and received by the proper time and at the proper place.

3.2. Project Details. Further description of the project components and deliverables is contained in the Scope of Work attached to the proposed Agreement.

3.3. Sealed Envelope or Package. Each response shall be submitted to the Public Works Department in a sealed envelope or package. The envelope or package should be clearly identified as a response to the RFQ as "Statement of Qualifications for Job Order Contracting" and be marked with the name of the Respondent and the solicitation or RFQ number. The Town may open envelopes or packages to identify contents if the envelope or package is not clearly identified as specified.

3.4. Statement Amendment or Withdrawal. A response may be withdrawn prior to the response due date and time. A response may not be amended or withdrawn after the response due date and time except as otherwise provided by applicable law.

3.5. Public Record. All responses submitted in answer to this solicitation and all final evaluation related records shall become property of the Town and shall become a matter of public record for review, subsequent to publication by the Town Clerk of the proposed award in the agenda for the Town Council Meeting or award by the appropriate approving authority or otherwise provided by law.

3.6. Confidential Information. If a Respondent believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld as private or confidential, then Deborah Ranney, Public Works Analyst, should be so advised in writing via a written request attached to the front of the original copy of the response. The Town shall review any and all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the Protest Procedure.

3.6.1. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to The Town in responses submitted and the information sought to be protected clearly marked as proprietary.

3.6.2. The Town will not insure confidentiality of any portion of the solicitation documents that are submitted in the event that a public record request is made.

3.6.3. The Town will provide a forty-eight (48) hour notice before releasing materials identified in the response as confidential or proprietary in order for the Respondent to apply for a court order

blocking the release of the information.

3.7. **Cost of Response Preparation.** The Town will not reimburse any Respondent any cost associated in responding to this RFQ.

3.8. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Deborah Ranney. Requests shall be made as early as possible to allow time to arrange the accommodation.

4. RESPONSE PREPARATION

4.1. **Format.** Respondents shall submit their response with an original copy marked "original" and six (6) copies and shall provide the information and comply with the requirements listed below. The sections of the submittal should be tabbed, clearly identifiable, and correspond directly and in order with the evaluation criteria. **SUBMITTALS SHOULD BE BOUND BY A SPIRAL OR COMB BINDER TO PREVENT LOSS OR SEPARATION OF ANY PART OF THE SUBMITTAL. NO BINDERS OR LOOSE LEAF SUBMITTALS PLEASE.** Submittals will not be graded on the aesthetics of the package.

4.2. Please limit statement of qualifications to a maximum of 20 pages. This 20-page limit does not include report cover, introduction letter (2-page maximum), and table of contents, dividers, resumes, or the additional items which must be attached per pages 46-53 of this solicitation.

4.3. **No Facsimile or Electronic Mail Statements.** Responses may not be submitted in facsimile or electronically. A facsimile or electronic mail statement shall be rejected.

4.4. **Typed or Ink Corrections.** The response shall be typed or in ink. Erasures, interlineations or other modifications in the response shall be initialed in ink by the person signing the response; **DO NOT** use white out.

4.5. **No Modifications.** Modifications shall not be permitted after responses have been opened except as otherwise provided under applicable law.

4.6. **Content and Evaluation Criteria.** Your presentation in response to this Request for Qualifications shall be submitted with its content placed in the same order shown or requested below and must contain, at a minimum, the following:

4.6.1. Respondent Firm Information – maximum 25 points

4.6.1.1. Provide a general description of the firm or team that is proposing to provide the services requested. Explain the legal organization of the proposed firm or team. Provide an organization chart showing the qualifying Respondent and the Respondent's key personnel down to the superintendent level or those key personnel with the outstanding or necessary experience to provide work of a specific or desired type. If specific subcontractors will be utilized as key personnel for all or part of work of a specific type, include these team members and their information as well.

4.6.1.2. Identify the location of the firm's principal office and the local work office, if different.

4.6.1.3. Identify any contract or subcontract held by the firm or officers of the firm which has been terminated within the last five years. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome of that litigation or arbitration.

4.6.1.4. List the Arizona contractor's licenses and/or professional registrations held by the firm/team. Provide all contractors licenses and types and designate if each is held by an individual or the firm. In order to be considered for this project, the Respondent must hold the appropriate contractor's license(s) from the Arizona Registrar of Contractors

and must have a demonstrated ability to perform the work.

4.6.1.5. Provide a statement of the Respondent's bonding capacity from a surety company or companies holding a Certificate of Authority to transact business in Arizona, issued by the Director of the State of Arizona Department of Insurance. The Respondent may be required to provide Agreement Performance and Payment bonds for work assignments.

4.6.1.6. If selected for this project, the Respondent will be required to provide a certificate of insurance from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated at least A- in the current A.M. Best Company rating. The certificate(s) of insurance must meet the Town's indemnification and minimum insurance requirements.

4.6.2. Firm/Team Experience and Qualifications – maximum 25 points

4.6.2.1. For each key team member/person identified to participate in this work, list at least two (2) comparable projects in which they have played a role similar to that proposed for these projects. The projects listed should show the breadth of the Respondent's contracting experience and demonstrated capabilities in managing multiple trade subcontractors, vendors, suppliers and/or consultants for the types of work detailed in the Scope of Work #3 on page 44 of this solicitation. Show that experience which is relative to these key staff servicing this Agreement. Include:

- Description of a past project.
- Role of that key team member/person on that specific project.
- Project's total construction cost versus original bid or budgeted amount.
- Construction schedule and progress verses deadline.
- Project Owner reference information.

4.6.2.2. Identify the home office location of key staff who will be assigned to job order projects and the percentage of their time expected to be devoted to job order projects

4.6.2.3. List any proposed subcontractors, including their key staff with names, their office location, and the experience and qualifications of these individuals. Explain how these key staff personnel have sufficient experience to service this proposed Agreement.

4.6.3. Experience of the Respondent on Similar Public Works Projects – maximum 25 points

4.6.3.1. List all past Public Works/Municipal projects with a value ranging from $15,000 to $1,000,000 either on-going or completed within the past five (5) years.

4.6.3.2. Identify at least five (5) projects in which the Respondent played a role either as a firm contracting with public/government entities or as a subcontractor for other private firms who were contracting with public/government entities. The projects listed should show the Respondent's ability to accomplish projects detailed in the Scope of Work #3 on page 44 of this solicitation.

4.6.3.3. For each comparable project identified above, provide:

- The description of public works project.
- Role of the Respondent either as prime or subcontractor.
- Total cost of the Respondent's portion of the project versus original bid and budget.

- Construction schedule verses deadline.
- Public Works Representative who worked with Respondent on the project who can provide reference information.

4.6.4. Capability of Workforce Members – maximum 25 points

4.6.4.1. Show capability of your workforce by demonstrating knowledge, training, and/or experience of those team members, staff, and subcontractors that you will utilize for this contract/agreement for construction and repair of types of work detailed in the Scope of Work #3 on page 44 of this solicitation. Include those team members, staff, and subcontractors that will physically be doing the work in the field servicing this Agreement. Provide:

- Knowledge, training, and experience of members of your workforce including tradesmen that will provide services for each of the work items detailed in the Scope of Work #3 on page 44 of this solicitation.
- How members of your experienced workforce will team up to service each of work items detailed in the Scope of Work #3 on page 44 of this solicitation.
- Which items your own work force will be providing services for and which items will be subcontracted.

4.6.5. Subcontractors. Submittals must include a proposed Subcontractor Selection Plan in accordance with A.R.S., Title 34, Chapter 6. The Subcontractor Selection Plan of the successful Respondent may be changed, edited or negotiated by/with the Town before its incorporation into the final Agreement.

4.6.6. Exceptions to Solicitation. The proposed form of Agreement, Scope of Services and General Conditions for Construction are included as a part of this solicitation. The Respondent must include a statement that the Respondent has reviewed said documents and list any objections to the same. Any objections to the form of Agreement will be considered and included in Town's evaluation of the Respondent's response. If the Respondent fails to list any objections to the form of Agreement, the Respondent will not be allowed to raise any objections later if selected for award. A response that takes exception to a material requirement of any part of the solicitation or Agreement may be rejected as non-responsive upon the decision of the Town.

Any exception to the solicitation shall be submitted as soon as possible and shall be submitted at least ten (10) days before the response due date and time for review and determination by Town. Failure to do so may result in the exception not being considered for a Solicitation Addendum.

The provisions of the Request for Qualifications cannot be modified without the express written approval of the Public Works Director or their designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the Agreement provisions that are not expressly approved in writing by the Public Works Director or their designee, the Agreement provisions contained in the Town's Request for Qualifications shall prevail.

4.6.7. Disclosure. If the firm, business or person submitting this response has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall fully explain the circumstances relating to the preclusion or proposed preclusion in the response. The Respondent shall include a letter with its response setting forth the name and address of the governmental entity, the effective date of this suspension or

debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

4.7. **Financial Statement.** The Respondent shall furnish, upon request, two (2) copies of the Respondent's most recent financial statement and/or other evidence of qualifications as may be requested by Town. If a Respondent fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Respondent's entire response if decided by the Town. A financial statement must be notarized by a Notary Public licensed in the Respondent's state of business.

4.8. **Non-Collusion and Non-Discrimination.** By signing and submitting the response, the Respondent certifies that:

4.8.1. The Respondent did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its response, and

4.8.2. The Respondent does not discriminate against any employee or Respondent for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

4.8.3. The Respondent understands that the Respondent will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Respondent are eligible for a tax exemption due to the nature of the item, Respondent shall assist Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Town.

5. INQUIRIES

5.1. **Duty to Examine.** It is the responsibility of each Respondent to examine the entire solicitation, seek clarification (inquiries), and examine its response for accuracy before submitting the response. Lack of care in preparing a response shall not be grounds for modifying or withdrawing the response after the response due date and time, nor shall it give rise to any Agreement claim.

5.2. **Contact Person.** Any inquiry related to this solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be submitted in writing (e-mail) no later than seventy-two (72) business hours prior to the due date and time cited above and may be emailed to Troy Odell, PE at - troy.odell@campverde.az.gov with a copy to Ron Long at ron.long@campverde.az.gov and, Deborah Ranney at deb.ranney@campverde.az.gov. All inquiries shall refer to the appropriate solicitation number, page and paragraph. The individual making the inquiry shall include their name, firm name, and contact information. Those inquiries made after the cut-off time of 72 business hours before the submittal deadline shall be left unanswered. Answers to inquiries or changes to this solicitation or any of its attachments due to the inquiries will be given via e-mailed addenda with the last addendum occurring at the 72 hour cut-off time. All addenda must be acknowledged in writing by the Respondent completing and attaching the Addenda Acknowledgement to their submittal. Those submittals not including the Addenda Acknowledgement may be considered as incomplete and rejected by the Town for review.

5.3. **No Right to Rely on Verbal Responses.** A Respondent shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation and will not be required to be included within the written addenda.

6. EVALUATION

6.1. All submittals shall be evaluated in accordance with A.R.S. Title 34, Chapter 6 and the evaluation criteria stated herein. The evaluation process and Agreement award shall include the following:

6.1.1. A selection committee will evaluate the submittals and score them in accordance with the evaluation criteria listed in the Section 6.2, Evaluation Criteria. Respondents will be ranked according to their combined scores.

6.1.2. The selection committee may elect to interview any or all of the Respondents in person in order to clarify the evaluation of their qualifications and/or experience.

6.2. **Evaluation Criteria.** Evaluation of the qualifications and experience responses will be undertaken by a committee with the following criteria and weighted scores:

Evaluation Criteria	Maximum Score
Respondent Firm Information	25
Firm/Team Experience and Qualifications	25
Experience of the Respondent on Similar Public Works Projects	25
Capability of Workforce Members	25
Total Points Possible	100

6.3. **Disqualification.** A Respondent (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its response rejected.

6.4. **Clarifications.** Town reserves the right to obtain Respondent clarifications where necessary to arrive at full and complete understanding of a Respondent's qualifications and experience and/or solicitation response. Clarification means a communication with a Respondent for the sole purpose of eliminating ambiguities in the response and does not give a Respondent an opportunity to revise or modify its response.

6.5. **Additional Investigations.** The Town reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any Respondent submitting a response to this Request for Qualifications.

6.6. **Prior Experience Exposure.** Experiences with the Town and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

6.7. **Waiver and Rejection Rights.** Town reserves the right to reject any or all responses or to cancel the solicitation altogether, to waive any informality or irregularity in any response received, and to be the sole judge of the merits of the respective Respondents.

7. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the Town requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

8. AWARD

8.1 **Number of Agreements to be Awarded.** The Town may award up to three (3) Agreements for the services described herein.

8.2 **Upon Notice of Intent to Award.** The apparent successful Respondent(s) shall sign and file with the Town, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Agreement, including but not limited to, Camp Verde business license, bonds, the construction agreement and certificates of insurance.

8.3 **Approval of Award.** The Town Council shall review all Agreements for approval after they are signed and filed with the Town. The Town Council shall determine if to award each signed agreement at this time.

9. PROTESTS

9.1 A protest must be in writing and be filed with the Public Works Department. A protest of a solicitation shall be received before the solicitation opening date. A protest of a proposed award must be filed in writing before Town Council meeting at which the recommendation will be presented. Protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. The Town shall determine whether to issue a written response or hold an administrative hearing.

9.2 **A protest must include:**

The name, address and telephone number of the protester;

The signature of the protester or its representative;

Identification of the project and the solicitation or Agreement number;

A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

The form of relief requested.

10. COMMENTS WELCOME

The Town's Public Works Department periodically reviews the Information and Instructions to Respondent and welcomes any comments you may have. Please submit your comments to: Town of Camp Verde, Public Works Department, 395 S. Main Street, Camp Verde, AZ 86322.

SPECIAL TERMS AND CONDITIONS

1. **Number of Agreements to be Awarded.** The Town may award up to three (3) Agreements for the services described herein.

2. **Basis for Awarding Individual Job Orders/Requests for Quotes.** In the likely event the Town awards more than one (1) Agreement for these services, Individual Job Orders will be awarded based upon consideration of the firm's ability to complete the work expeditiously at a competitive Price. The Town intends to circulate a Request for Quote for each Individual Job Order. Each Request for Quote will contain a Quoting Schedule that will give dates and times for the pre-quote project meeting, question and answer period deadline, and when quotes are due. Each Request for Quote for the Individual Job Order shall also contain the Scope of Work and all specific terms and conditions for that Individual Job Order or project. Any Construction Plans and Specifications for that specific Individual Job Order will be attached to the Request for Quote and the Request for Quote will clearly state that the project Work shall be constructed per these approved Plans and Specifications.

   The Request for Quote shall also contain:

   - Any special Public/Contractor safety considerations for the specific Individual Job Order.
   - The desired starting date and Time of Completion in calendar days for this specific Individual Work Order.
   - A Unit Price Schedule for that specific Individual Job Order that quantifies each item of construction and requires the Contractor to unit price each item for a total amount for the entire Individual Job Order. This will assure that all Contractors are quoting the same items of Work and quantities of those items.
   - A request form for a total quote amount for the Unit Price Schedule in its entirety; including all applicable taxes as well as a Contractor Signature area that certifies this total quote amount.

   However, when quoting individual job orders is impracticable, the Town reserves the right to award job orders as it deems to be in its best interest.

   Scope, schedule, unit price list, and liquidated damages (if applicable) for each individual job order are to be agreed upon in a fully executed Notice to Proceed prior to the Contractor beginning the work.

   The Contractor shall be available on a five (5) day work basis throughout the term of the Agreement unless notified in writing by the Town that this requirement may be temporarily waived due to the Contractor's approved written request or a reduced need by the Town. The Contractor must be available to commence work on assignments within one week from award of an individual job order or as specifically agreed in the terms and conditions of that specific Individual Job Order.

3. **Agreement Term and Renewal.** The term of this Agreement shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the Town of Camp Verde shall have the right, as its sole option, to renew the Agreement for three (3) additional one (1) year periods, or portions thereof. If the Town chooses to exercise this option, all terms, conditions, and provisions of the original Agreement shall remain the same and apply during the renewal period with the possible exception of fee basis and minor scope additions and/or deletions.

4. **Compensation and Method of Payment.** In consideration of the performance of the services described in the Scope of Services and Unit Price List of each Individual Job Order, the Town shall pay the selected Contractor for

that Individual Job Order in accordance with that specific Unit Price Schedule, and the Contractor shall charge the Town only in accordance with those same rates.

Compensation under this Agreement shall be in accordance with the Town of Camp Verde Financial Operations Guide. Any individual job order greater in total amount than $30,000 shall require Town Council approval prior to the award and the Notice to Proceed being given. At no time shall any one individual job order exceed the statute allowed amount of $1,000,000.

The Town will pay the Contractor following the submission of itemized invoice(s) for the services rendered. No payment shall be issued prior to receipt of material or service and the correct invoice. All requests for payment shall follow a format to be approved by the Town. Invoices shall be submitted monthly on a job-by-job basis.

5. **Bonding Requirements.** Contractor shall file with the Town, prior to the time of execution of the Agreement and annually, if the term of this Agreement is extended by the Town, bid, payment, and performance bonds in the forms prescribed by the Town unless bonding per project. The bonds must cover all construction performed under job orders. The amount of the bonds provided by the Contractor must always be at least equal to the total amount of the Agreement prices for construction work under job orders issued and not complete. Contractor agrees to provide such additional bonding as may be required to satisfy this requirement, as provided under A.R.S. 34-608. Bonds may be provided as follows: annual bonds in the amount designated by the agency, or bonding per each individual job. Successful contractor(s) will designate their specific bonding methodology prior to Agreement award.

6. **Performance Rating.** At the completion of each term or termination of this Agreement, the Town will evaluate the Contractor based on performance under this Agreement. This rating will be used in the overall evaluation of the Contractor when applying for future work with the Town.

7. **Audit and Inspection of Records.** The Contractor shall permit the authorized representatives of the Town of Camp Verde to inspect and audit any books, documents, papers, data and records relating to its performance under the Agreement until the expiration of three (3) years after final payment under this Agreement. The Town shall have the right to audit and/or examine such records at any time during the progress of this Agreement and shall withhold payment if such documentation is found by the Town to be incomplete or erroneous.

The following access to records requirements apply to this Agreement:

> The Contractor agrees to provide the Town of Camp Verde or any of its authorized representative's access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
>
> The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the Town of Camp Verde or any of its duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

8. **Agreement Amendments.** The Camp Verde Town Council has the sole authority to:

A) Amend the Agreement;

B) Grant Agreement renewals;

C) Otherwise modify the terms and provisions of the Agreement.

The Agreement shall only be modified with the approval of the Camp Verde Town Council. Except in the case of documented emergency, approval must be granted prior to performance under a modified Agreement.

9. **Child/Sweat-Free Labor Policy.** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the Town, are in compliance.

10. **Federal Immigration Laws and Regulations.** The Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Agreement. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The Town retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Agreement.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The Town may request proof of such compliance at any time during the term of this Agreement by the Contractor and any subcontractor.

11. **(ADA) Americans with Disabilities Act.** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. 12101-12213, 47 U.S.C. 225 and 611, and all regulations thereto), and the Arizonans with Disabilities Act of 1992 (A.R.S. 41-1492 et seq., and all regulations pertaining thereto).

12. **Town of Camp Verde Business License.** The Contractor shall maintain in current status all Federal, State, and local registrations, licenses and permits, including a Town of Camp Verde business registration, required for the operation of the business conducted by the Contractor as applicable to this Agreement.

13. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

14. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Yavapai County. Any lawsuits between the Parties arising out of this Agreement shall be brought in the courts of Yavapai County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

15. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

16. **Notices.** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of TOWN:	In the case of CONTRACTOR:
Town of Camp Verde	Company Name: _____
Public Works Department	Contact: _____
395 S. Main Street	Address: _____
Camp Verde, AZ 86322	Town, State, Zip: _____
(928) 554-0823	Telephone Number: _____

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

GENERAL CONDITIONS FOR CONSTRUCTION

1. DEFINITIONS

Wherever used in these General Conditions or in the other Agreement Documents or in Individual Job Orders, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement - the written agreement and all associated attachments and amendments executed between the Town and the Contractor covering the Job-Order Contracting process for municipal projects construction Work to be performed.

Amendment - written or graphic instrument issued prior to the due date which clarifies, corrects or changes the Solicitation.

Architect/Engineer - the person licensed to practice architecture/engineering by the State of Arizona and who is identified as the Architect/Engineer of Record or Town Engineer. May be utilized to provide construction administration services.

Bonds - bid, performance and payment bonds and other instruments of security.

Change Order - a written document approved by the Town Project Manager and which must be approved and signed by the Contractor and the Town's Public Works Director or duly authorized designee and authorizes an addition, deletion or revision in the Work, or an adjustment in the Price or the Completion Time, issued on or after the effective date of any Notice to Proceed for an Individual Job Order.

Completion Time - the total number of consecutive calendar days agreed to by the Town and Contractor for completion of the Work to occur within that is specified in an Individual Job Order, which may only be revised by written Change Order.

Construction – the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real public property.

Contractor - the person, firm or corporation with whom the Town has entered into the Agreement.

Design Services – architect services, engineer services or landscape architect services.

Drawings - the graphic and pictorial portions of an Individual Job Order, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Estimate for Payment - a form furnished by the Town or an approved form submitted by the Contractor in lieu of the Town furnished form, required to be used when submitting requests for payments for work actually performed and materials supplied during an agreed-to preceding period of time (usually monthly).

Field Order - a written order or directive issued by the Town Project Manager that orders minor changes in the Work.

Final Completion Date - the calendar date when the Work is one hundred percent (100%) complete as determined by the Town.

Individual Job Order – A specific project chosen to be performed under the Job Order Contracting Project Delivery Method during the term of and under the conditions of the Agreement between the Town and the Contractor.

Job-Order-Contracting – a project delivery method in which the Agreement is a requirements contract for indefinite quantities of construction and in which specified or Individual Job Orders are issued during the

Agreement and may also include finance services, maintenance services, operations services, emergency services, preconstruction services and design services.

Liquidated Damages – a sum set forth in the Agreement documents that will be deducted from any monies due to the Contractor, not as a penalty, but in lieu of actual damages for that contractor's late completion of the Work.

Maintenance Services – routine maintenance, repair and replacement of existing facilities, structures, buildings or real property.

Notice to Proceed - a written notice given by the Town to the Contractor fixing the date on which the construction shall commence and the Time of Completion in calendar days for a specific Individual Job Order under the Agreement. It shall also contain the specifications exclusive to the Individual Job Order as well as consideration for the Contractor.

Price - the amount payable by the Town to the Contractor for satisfactory completion of the Work agreed upon, and as specified in the Individual Job Order/Request for Quote. The Price quoted in the Individual Job Order/Request for Quote may be amended only by written Change Order.

Procurement Code (Camp Verde) – in addition to applicable State statutes and applicable Federal regulations and requirements, the municipal ordinance that governs the construction services contracting process as well as Agreement administration processes including the resolution of Agreement claims, disputes and controversies.

Public Works Analyst - the Town representative who conducts the solicitation process to secure a Contractor for the Individual Job Order and who acts under the authority and direction of the Town's Finance Manager and in accordance with the Camp Verde Procurement Code.

Public Works Director – the person acting as Director of Public Works and who has authority to revise Town solicitations and agreement for construction, construction services, and construction-related services as necessary

Public Inspector(s) - that person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes. Inspection work may be conducted by the Town Project Manager.

Request for Quotes – The solicitation for an Individual Job Order that is circulated by the Public Works Analyst to all of the Job Order Contractors who hold current signed Agreements that may include the scope of Work, terms and conditions, special requirements, construction plans and specifications, unit price list quote sheet(s), quoting deadlines, and completion time for construction for an Individual Job Order.

Shop Drawings - drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate, in detail, how some portion of the Work shall be fabricated and/or installed, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work. These may be required by the Town Project Manager or project plans for certain projects.

Specifications - those portions of the Agreement, or Request for Quote or Notice to Proceed if an Individual Job Order, consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Substantial Completion – a written declaration of the date upon which the Town, in its sole discretion, determines the Work is substantially complete such that the Town has beneficial use and/or occupancy. Upon substantial completion, the right of the Town to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within thirty days of substantial completion. Completion requirements and date, whether substantial or final, may be specified by the Town in each Individual Job Order.

The Work - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Agreement, or, in the case of a job-order contract, within Individual Job Orders and Notices to

Proceed. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Agreement and/or Notice to Proceed, as appropriate.

Town - means the Town of Camp Verde, Arizona, a municipal corporation.

Town Project Manager - the Town official and designee to the Public Works Director who is administering the Agreement or Individual Work Order for the Town of Camp Verde.

2. THE AGREEMENT ITS EXECUTION AND INTENT

2.1 The Agreement

2.1.1 The Agreement paperwork shall include the Agreement together with any and all associated attachments and amendments executed between the Town and the Contractor covering the Job-Order Contracting process for municipal projects construction Work to be performed.

2.1.2 The Agreement comprises the entire agreement between the Town and the Contractor concerning the Work and supersedes any prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Agreement.

2.2 Intent of the Agreement

2.2.1 The intent of the Agreement is to include all labor, materials, equipment, transportation and all other costs and expenses necessary for the proper execution and completion of any Work by the Contractor on numerous Individual Job Orders during the term of the Agreement.

2.2.2 The Contractor shall take no advantage of any apparent error or omission in any of the plans, estimates of quantities or specifications given on any Individual Job Order throughout the duration of, extensions of, or renewals of the Agreement. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Town Project Manager. The Town Project Manager shall then make such corrections and interpretations as may be deemed necessary for fulfilling the actual intent of the Individual Job Order or Agreement.

2.2.3 The Agreement shall be construed in accordance with the laws of the State of Arizona, and all such laws regulating the construction of public works by the Town are hereby incorporated herein by reference and made a part hereof.

2.2.4 Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.2.5 The organization of the Agreement into divisions, sections or articles is merely for the purpose of convenient reference, and neither the headings nor divisions shall have any legal or Contractual significance and shall not control the division of the Work by the Contractor among the various subcontractor or trades.

2.2.6 The Contractor shall include all applicable utility fees, permits, licenses, etc. in each quote, estimate, or proposal submitted.

2.3 Execution

2.3.1 Execution of the Agreement by the Contractor is a representation that the Contractor has thoroughly examined the Agreement.

2.4 Ownership of the Agreement

2.4.1 Any Individual Job Orders, Requests for Quote, including, but not limited to, the drawings and specifications that are presented to the Contractor during the duration of the Agreement are the

property of the Town and are not to be used by the Contractor or any subcontractor on other projects outside the Agreement without the express written consent of the Town.

3. ADMINISTRATION OF THE AGREEMENT

3.1 Lines of Authority and Communications

3.1.1 The Town Council has overall authority for the award of Town Agreements. The Public Works Director, who may consult with the Town Manager, has the authority to resolve disputes concerning the Agreement performance and to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Work.

3.1.3 Day-to-day administration of the Agreement is the responsibility of the Town Project Manager. The Town Project Manager is the Town's representative during the prosecution of the Work and shall act as surveillance and technical advisor for the Town. The Town Project Manager's duties are more fully described in Section 3.2 of this Article.

3.1.4 The Contractor shall supervise and direct the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Individual Job Order or Agreement gives other specific instructions concerning these matters. The Contractor's duties and responsibilities are more fully described in Article 4 of these Agreement conditions.

3.1.6 Except where the Agreement otherwise provides or where direct communication has been specifically authorized, the Contractor shall initially communicate with the Town Project Manager.

3.2 Town Project Manager's General Authority and Responsibilities

3.2.1 Unless the Contractor is responsible for the design of the Work, the Town Project Manager shall furnish to the Contractor, free of charge unless it is provided otherwise in the Individual Job Order or Agreement, up to 1 (one) relative or complete set of drawings, specifications and instructions available for the execution of the Work for any Individual Job Order. The Town Project Manager may furnish additional clarifications or interpretations in writing or by drawings as may be necessary for the proper progress and execution of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications where needed. All drawings, specifications and copies thereof furnished by the Town Project Manager are Town property. They are not to be used on other work and, with the exception of the signed Agreement, and are to be returned to the Town Project Manager at the completion of the Work for each Individual Job Order.

3.2.2 The Town Project Manager under the direct supervision of the Public Works Director or the Deputy Public Works Director shall make general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the Town Project Manager will become thoroughly familiar with the progress and quality of completed portions of the Work, and will assess if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with both the Individual Job Order and the Agreement.

3.2.3 The Public Works Director or his designee will decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work, and all questions which may arise as to the interpretation of the drawings and specifications. The Town Project Manager will direct these questions to the Public Works Director or his designee.

3.2.4 Only the Public Works Director or his designee shall have the authority to reject work that is not in conformity with the Individual Job Order or Agreement and to order additional inspections and testing of the Work. The Town Project Manager's failure during the progress of work to discover or reject materials or work not in accordance with the plans, specifications or Agreement documents shall not be considered an acceptance of the work or materials or a waiver of defects. Neither the failure of the Town Project Manager to properly perform inspections, tests or approvals required by the Agreement documents nor the activities or duties of the Town Project Manager in the administration of this Agreement shall relieve the Contractor from the contractor's responsibility for the means, methods, techniques, sequences or scheduling of the construction or the obligation to perform the work in strict accordance with the Individual Job Order or Agreement documents.

3.2.5 The Town Project Manager shall conduct an initial review of written Change Orders submitted by the Contractor, and may prepare Change Orders and provide field clarifications and corrections to those Change Orders in preparation of their submittal for approval. All Change Orders shall be submitted in writing to the Public Works Director or his designee for review and denial or approval prior to any work being done. However, in emergencies endangering life or property, the Town Project Manager may take action and issue orders which are deemed necessary to avert the loss of life or property with only verbal permission from the Public Works Director or his designee.

3.2.6 The Town Project Manager pursuant to Article 10 of these General Conditions, shall make recommendations to the Public Works Director or his designee as to all claims of the Contractor.

3.2.7 The Public Works Analyst together with the Project Manager will review and process the Contractor's monthly Estimates for Payment, as more fully set forth in Article 7 of these General Conditions.

3.2.8 The Town Project Manager will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.

3.3 Public Inspections

3.3.1 Unless otherwise specifically provided in the Agreement, Public Inspectors (Town Project Managers) working under the direct supervision of the Public Works Director and/or the Deputy Public Works Director, who perform day-to-day inspections of the Work for compliance with applicable codes will have authority to require compliance with drawings, specifications and applicable codes. Only the Public Works Director and/or the Deputy Public Works Director may provide clarification of any unspecified or unclear item or situation that could require design or an engineering determination.

3.3.2 If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved by the Town Project Manager, the Contractor shall give the Town Project Manager timely notice of its readiness for inspection. If the inspection is by an individual, authority or entity other than the Town Project Manager, or the Public Inspectors, the Contractor shall advise the Town Project Manager of the date scheduled or fixed for such inspection.

3.3.3 All tests, inspections or approvals required to be performed by the Town Project Manager, Public Inspectors, or other authorities or entities shall not relieve the Contractor of their obligation to perform the Work in accordance with the Individual Job Order or the Agreement.

3.4 Special Inspections and Testing of Materials

3.4.1 All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the Individual Job Order plans and specifications by a contract inspector or the Town Project Manager working under the direct supervision of the Public Works Director and/or the Deputy Public Works Director.

3.4.2 The performance of tests and the engagement of testing laboratories or agencies must have the prior approval of the Public Works Director and/or the Deputy Public Works Director. Except as provided in subsection 3.4.3, the Town will pay for approved tests and approved services rendered by the approved laboratory or agency unless this testing and services is specifically shown as a Contractor cost as a Unit Price Line Item in the Individual Job Order.

3.4.3 When initial tests indicate that any portion of the Work is not in conformance with the Individual Job Order or Agreement because of faulty workmanship, the Contractor shall be required to pay for any necessary re-tests. When initial tests indicate that the work is in conformance with the Agreement, any re-testing that is ordered by the Town shall be paid for by the Town.

3.5 Notice to Proceed

3.5.1 A formal written Notice to Proceed will be given by the Town to the specific Contractor who is awarded a specific Individual Job Order. The Notice to Proceed will specify which Individual Job Order was awarded to that Contractor for what Price. The Notice to proceed will give the date on which permission is given for the Contractor to commence the Work on that specific Individual Job Order. The Notice to Proceed will specify Time of Completion or how many calendar days the Contractor has to reach substantial and/or final completion on that specific Individual Job Order. The dates for the required level(s) of completion for the specific Individual Job Order will also be given within the Notice to Proceed. The Notice to Proceed may also contain special instructions to the Contractor or specifications exclusive to the Individual Job Order as well as special consideration for the Contractor.

3.5.2 The Contractor shall not commence Work on any Individual Job Order or project until the formal written Notice to Proceed Signed by either the Public Works Director or the Deputy Public Works Director is given to them by the Town and until the specified date to commence given in the Notice to Proceed is reached.

4. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES

4.1 Contractor's Review of Contract and Site Conditions

4.1.1 It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing or proposed site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the Town Project Manager. The Contractor shall be required to use the approved drawings printed to scale for construction.

4.1.2 It is the responsibility of the Contractor to provide BLUESTAKE verification of underground utilities and their locations, which may impact any portion of the construction site.

4.1.3 Change orders will not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the Town Project Manager.

4.1.4 The Contractor shall perform the Work in accordance with the project plans and specifications, shop drawings, product data and samples, etc., that have been approved by the Public Works Director and/or the Deputy Public Works Director.

4.1.5 Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing or proposed site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the Town Project Manager and shall be responsible for any required corrective action unless directed otherwise by the Public Works Director or his designee.

4.2 Contractor's Supervision

4.2.1 The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Individual Job Order or the Agreement specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques and procedures and shall coordinate the sequences of all portions of the Work.

4.2.2 The Contractor shall ensure that the key personnel submitted in their response to the Request for Qualifications and assigned to this Agreement are available throughout the term of the Agreement. In the event that the Contractor requests substitution of key personnel, the Contractor shall obtain prior approval from the Town for key personnel substitution. The Contractor shall ensure that substituted personnel are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the Town for its consideration and approval prior to any substitutions taking place.

4.2.3 The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its subcontractors and of persons, either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor.

4.3 Materials and Labor; Warranty

4.3.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, equipment, tools, construction equipment and machinery, water, gas, heat, utilities, transportation, and other facilities and services necessary for the execution, completion and delivery of the Work within the specified Completion Time.

4.3.2 The Contractor shall pay all applicable taxes associated with the Work.

4.3.3 The Contractor warrants to the Town that all materials and equipment furnished under the term of the Agreement will be new unless otherwise specified, and that all of the Work will be of good quality, free from faults and defects and in conformance with any Individual Job Order and/or the Agreement. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

4.3.4 The Contractor shall furnish all materials required to complete the work, except those specified to be furnished by the Town. The Contractor shall receive, inventory, store, inspect, protect, distribute, and install all Town furnished material unless otherwise specified. The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the Individual Job Order price for the item in connection with which they are used. The Contractor shall be held responsible for all material delivered to the Contractor. Deductions shall be made from any monies due the Contractor to make good any shortages or deficiencies,

from any cause whatsoever and for any damage which may occur after such delivery, and for any late delivery charges.

4.3.5 The Contractor will be held to furnish all work as specified in the Individual Job Order and/or the Agreement. After a Price proposal for the Work has been accepted by the Town, changes of brand named, trade named, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Public Works Director and/or the Deputy Public Works Director. Unless otherwise agreed to via Change Order, the Town shall receive all benefits of the difference in costs.

4.3.6 Materials not conforming to the requirements of the specifications, whether in place or not, shall be rejected and shall be promptly removed from the site of the work, unless otherwise directed by the Town Project Manager under direct supervision of the Public Works Director and/or the Deputy Public Works Director.

4.4 Construction Schedules and Submittals

4.4.1 Before commencing the Work, the Contractor shall provide the Town Project Manager with a construction schedule for the Work, fixing the dates at which various pre-determined events shall occur in order to promote a timely completion of the various parts of the Work in accordance with the Individual Job Order and/or the Agreement. The schedule may be revised from time to time as may be required by conditions of the Work, but shall not exceed time limits, or any extensions thereof, set forth in the Individual Job Order.

4.4.2 The Contractor shall prepare and keep current for the Town Project Manager's review, an updated copy of the Contractor's construction schedule.

4.4.3 The Contractor shall prepare and keep current all shop or setting drawings, product data, etc., for the Town Project Manager's review as is required for the Individual Job Order and/or the Agreement.

4.4.4 The Contractor shall make any corrections required by the Town Project Manager working under the direct supervision of the Public Works Director and/or the Deputy Public Works Director, and re-submit such corrected materials to the Town Project Manager for approval. Any correction or change that will result in a design or function change or in an increase or decrease in the Price must also receive the prior approval of the Town's Public Works Director or his designee.

4.4.5 The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or schedules until the respective submittals have been approved by the Town Project Manager working under the direct supervision of the Public Works Director and/or the Deputy Public Works Director, and shall not deviate from such submittals after final approval by the Town Project Manager.

4.4.6 "As-Built" documents must be provided to the Town by the Contractor within thirty days of substantial completion. The Town reserves the right to withhold final payment until completed "As-Built" plans and/or documents have been received in good order by the Town.

4.5 Documents and Samples at the Work Site

4.5.1 Unless otherwise directed by the Town's Project Manager, the Contractor shall maintain at the project site a complete file of the drawings, specifications, amendments, change orders and other approved modifications, in good order and marked to reflect changes and selections made during construction, together with all approved shop drawings, product data, samples and similar required submittals. Such files shall be made available to the Town Project Manager upon request.

4.6 Protection and Use of Site - (Signs, Utilities, Water, Sanitation, Traffic, etc.)

4.6.1 The Town will provide land, rights-of-way and easements for all work specified in the Individual Job Order. The Contractor shall confine their apparatus, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits or directions of the Town Project Manager, and shall not unreasonably encumber the premises with their material and equipment.

4.6.2 The Contractor shall prevent any damage to pipes, sewers, computer and phone lines, conduits or other structures, including public and/or private lawns, gardens, shrubbery and trees, and other property public or private encountered in the Work, and shall hold the Town harmless from damages for any injury done to such pipes, structures or property during the course of the Work.

4.6.3 Work shall be accomplished so that there will be a minimum of traffic interruption and inconvenience, discomfort or damage to the public.

4.6.4 The Contractor shall supply safe drinking water and acceptable temporary toilet facilities for all Contractor employees at the Work site.

4.6.5 If archaeological, historical or paleontological features are encountered or discovered during any activity related to the Work, the Contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those features. The Town Project Manager will make arrangements for the proper treatment of the affected portion of the Work site. The Contractor shall not resume work in the affected portion without the prior approval of the Town Project Manager. Extensions in the Completion time for delays resulting from the discovery of archaeological, historical or paleontological features, if such discovery results in a delay to the progress of the Work, may be claimed by the Contractor in accordance with Article 10 of these General Conditions.

4.7 Cleaning Up

4.7.1 The Contractor shall at all times keep the construction site and surrounding area free from accumulations of waste material or rubbish caused by operations under the Agreement. Upon completion of the Work, the Contractor shall remove all rubbish, tools, equipment, scaffolding and surplus materials from the site and surrounding areas and leave the area "broom clean" or its equivalent, unless otherwise instructed by the Town Project Manager.

4.7.2 If the Contractor fails to clean up as provided in the Agreement, the Town may do so and the cost thereof shall be charged against the Contractor.

4.8 Emergencies

4.8.1 In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the Town Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury.

4.8.4 Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays shall be performed without additional expense to the Town unless such work has been specifically requested and approved by the Town.

4.8.5 The Contractor shall file with the Town Project Manager the names, addresses and telephone numbers of their employees who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the Town.

4.9 Permits, Fees and Notices

4.9.1 The Contractor shall, at their expense, obtain all necessary permits and licenses for work performed under any Individual Job Order or the Agreement, and shall give all necessary notices required by laws, ordinances, rules, regulations and lawful orders of public authorities pertaining to performance of the Work, public health and safety.

4.9.2 If the Contractor knowingly performs work which is not in compliance with such laws, ordinances, rules, regulations or orders, without such notice to the Town Project Manager, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable thereto.

4.10 Royalties and Patents

4.10.1 The Contractor shall pay all royalties and license fees.

4.10.2 The Contractor and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Agreement constitutes an infringement of any patent, trademark, or copyright, and the Contractor shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Contractor shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or, subject to Public Works Director or his designee's approval, replace same with non-infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes non-infringing.

4.10.3 If appropriate, the Contractor shall furnish the Town Project Manager satisfactory evidence of patent licenses or patent releases covering Town-specified proprietary materials, equipment, devices or processes, as the case may be.

4.11 Protection of Persons and Property

4.11.1 The Contractor shall be responsible for initiating, maintaining, supervising and directing all safety precautions and programs in connection with the performance of the Agreement.

4.11.2 The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated whether in storage on or off the Work site.

4.11.3 The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefore.

4.11.4 The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Article 6 of these General Conditions.

4.11.5 In the event the Contractor encounters on the work site material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the Town Project Manager.

4.11.6 The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials.

4.11.7 The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or recodified from time to time). Also the UN Globally Harmonized System (including providing the Town with safety data sheets for chemicals or hazardous materials used on the job) relating to the use of hazardous materials (29 C.F.R. 1910-1200, or as amended or recodified from time to time), as promulgated by the Federal Government and as implemented by the State of Arizona, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in Section 4.12.

4.12 Indemnification and Insurance

4.12.1 Contractor, or any of its owners, officers, directors, agents, employees or subcontractors, agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "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. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor and subcontractors from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Town of Camp Verde.

4.12.2 With respect to liability arising out of the performance of the Work or from operations under this contract. The contractor and subcontractors shall procure and maintain, at their sole expense, until completion of the contract the following types and amounts insurance coverage required.

.1 Commercial General Liability Insurance on a per project basis, per occurrence, and in comprehensive form which protects the contractor, subcontractors and the Town from claims for bodily injury, personal injury, and property damage.

.2 Automobile Liability Insurance policies Commercial Automobile Liability: If you are driving or the Town – beyond your commute to our facilities, the contractor and subcontractors shall

procure, and maintain, at contractor's and subcontractor's sole expense, until the completion of the contract, coverage for any auto, including non-owned and leased/hired autos.

.3 Policies/Certificate of Liability shall contain a description of operations and c***orresponding endorsements shall be provided for the following:*** *A* waiver of subrogation against the Town and the Town being named as an additional insured on the General Liability and Commercial Automobile. The insurance required hereunder will be primary and that any insurance carried by the Town will be excess and not contributory.

.4. Workers' Compensation Insurance (Statutory): Contractor and subcontractors shall furnish to the Town with satisfactory proof that he or she has, for the period covered under the Agreement, full Workers' Compensation coverage for all persons whom the contractor may employ directly, or through subcontractors, in carrying out the work contemplated under the contract, and shall hold the Town free and harmless for all personal injuries of all persons whom the contractor may employ directly or through subcontractors. Exception: sign a waiver provided by the Town of Camp Verde relative to being a sole proprietorship without any employees.

.5 Provide and maintain minimum insurance coverage as follows:

Coverage Afforded	Limits of Liability
Commercial General Liability	
Per occurrence	$1,000,000
Per occurrence	$2,000,000
Commercial Automobile Liability Insurance	$1,000,000

Including:
1. Non-Owned
2. Leased
3. Hired Vehicles

Worker's Compensation	Statutory
Plus Coverage	
A: Each Accident	$1,000,000
B: Each Employee	$1,000,000
C: Disease, Each	$1,000,000
Products & Completed Operations	$1,000,000
Blanket Contractual	$1,000,000
Explosion, Collapse & Underground Hazard	$2,000,000
Personal Injury (Professional Liability/E&O)	$1,000,000

Builder's Risk Insurance shall be procured by the Contractor based on the value of the project (Less Site Preparation). Including: Fire, Extended Coverage, Vandalism and Malicious Mischief, and Theft.

.6. The Contractor and all subcontractors shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.

.7 All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.

.8 With the execution of this Agreement, prior to the Notice To Proceed Issued, Contractor and subcontractors shall simultaneously furnish to the Town of Camp Verde any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the contractor and all subcontractors have complied with insurance requirements previously stated.

.9 Contractor and subcontractors shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).

.10 The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.

.11 Failure of Contractors or subcontractors to obtain Certificates or other insurance evidence from other Contractors shall not be deemed a waiver by the Town of Camp Verde.

.12 The Contractor's and subcontractor's liability under this Agreement is not in any way limited by the insurance required by this Agreement.

.13 Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

5. SUBCONTRACTS AND SEPARATE CONTRACTS

5.1 Subcontracts

5.1.1 The Contractor shall ensure that the sub-contractors assigned to this Agreement are available throughout the term of the Agreement. In the event that the Contractor requests substitution of subcontractors, the Contractor shall obtain prior approval from the Town for subcontractor substitution. The Contractor shall ensure that substituted subcontractors are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the Town for its consideration and approval prior to substitution taking place.

5.1.2 In Job-Order-Contracting, by appropriate written agreement, the Contractor agrees that each subcontractor has been notified in writing of the negotiated amount or coefficient agreed to for billing purposes. Furthermore, by appropriate written agreement, the Contractor agrees that each subcontractor shall be bound to the Contractor by the terms of this Contract. In the event of a conflict between the substance of a written subcontract and the language of this Agreement, the language of this Agreement shall prevail.

5.1.3 Contractor shall ensure that each subcontract shall preserve and protect the rights of the Town under the Agreement with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Agreement provisions to which the subcontractor will be bound. Subcontractors shall also make copies of applicable portions of the Agreement available to their respective subcontractors.

5.1.4 Each subcontract will require the subcontractor to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply to the Town for payment in a timely manner, including any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the manner provided in the Agreement for like claims by the Contractor upon the Town.

5.1.5 The Contractor further agrees:

.1 To be bound to the subcontractor by all the obligations that the Town assumes to the Contractor under this Agreement, and by all provisions thereof affording remedies and redress to the Contractor from the Town.

.2 To promptly pay the subcontractor in accordance with applicable State statute.

.3 That, at all times, the subcontractors' total payments shall be proportionate to the value of the labor and materials provided by them. Payment may be preconditioned upon the subcontractors providing the Contractor with requested significant partial or final lien waivers.

.4 To pay the subcontractor to such extent as may be provided by the Agreement or the subcontract, if either of these provides for earlier or larger payments than the above.

.5 To ensure timely payment to subcontractors for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the Town in making payments to the Contractor for any cause not the fault of the subcontractor.

.6 To share or forward, as appropriate, with its subcontractors or, as appropriate, with the Town, any fire insurance money received by the Contractor under the insurance provisions of the Agreement

.7 That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

.8 To give the subcontractor an opportunity to be present and to submit evidence in any Contractual claim, controversy or dispute.

5.1.7 Nothing in this Article shall create any obligation on the part of the Town to pay to, or to see to the payment of, any sums to any subcontractor, except as may otherwise be required by law.

5.1.8 Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the Town provided that:

.1 Assignment is effective at the sole option of the Town and only upon termination of the Agreement for cause pursuant to Article 9 of these General Conditions, and only for those subcontract agreements which the Town determines to accept by notifying the subcontractor in writing, and

.2 Assignment is subject to the prior rights of the surety obligated under the Bonds relating to the Agreement

5.2 Separate Agreements

5.2.1 The Town reserves the right to perform construction or operations related to the Work with the Town's own forces and to let separate Agreements in connection with other portions of the Work or other construction or operations on the Work site.

5.2.2 The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

5.2.3 The Town Project Manager shall coordinate the activities of the Town's own forces and of each separate Contractor with the work of the Contractor. The Contractor and all other Contractors on the Work site shall be required to review their construction schedules and cooperate with the

Town Project Manager in coordinating the various portions of the Work with the schedules of such separate Contractors.

5.2.4 If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town Project Manager any defects in such work that render it unsuitable for continuance of the contractor's Work. Failure to inspect and report may constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.

5.2.5 Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.

5.2.6 If the Contractor causes damage to any separate contractor on the site, the Contractor, upon due notice, agrees to settle with such separate contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Town on account of any damage alleged to have been so sustained, the Town shall notify the Contractor, who shall defend such proceedings and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it.

5.2.7 Should separate contractors on the Work cause any damage, cost or loss to the Contractor, the Town shall not be held responsible or liable therefore in any way other than extensions of completion time in accordance with Article 6 of these General Conditions.

6. TIME FACTORS and LIQUIDATED DAMAGES

6.1 Time

6.1.1 Unless otherwise provided in the Notice to Proceed, the Completion Time is the number of calendar days, including authorized time extensions, specified for completion of the Work. This time in calendar days will be given in the Individual Job Order Request for Quote.

6.1.2 Completion Time shall commence on the day specified for the Contractor to commence Work in the Notice to Proceed. The date shall not be postponed on account of the failure of the Contractor, or of any of its subcontractors to take any action required to commence the Work.

6.1.3 The date of Substantial Completion is the date certified by the Public Works Director and/or the Deputy Public Works Director pursuant to Subsection 7.4.1 of Article 7 of these General Conditions. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.

6.1.4 The term "day" as used in the Individual Job Order or the Agreement shall mean calendar day.

6.1.5 By execution of the Agreement documents, and upon receipt of the Notice to Proceed in the case of an Individual Job Order, the Contractor acknowledges and agrees that the time described as Time of Completion within the Individual Job Order is a reasonable period for a competent Contractor to complete the Work.

6.1.6 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the agreed upon time frame. If the Contractor is delayed on any portion of the Work for any reason whatsoever, it shall expeditiously proceed on other portions of the Work which are not affected by such delay.

6.2 Liquidated Damages

6.2.1 The amount of liquidated damages, if applicable, shall be as specified in the Individual Job Order and/or the Notice to Proceed.

6.2.2 The Contractor has been put on notice that the Town shall enforce the liquidated damages set forth in the Individual Job Order documents and/or Notice to Proceed.

6.2.3 The Contractor agrees that the Town will incur damages if the Contractor fails to complete the Work within the Completion time or any approved extensions thereof and that the liquidated damages specified in the Individual Job Order and/or the Notice to Proceed, represents a fair and equitable approximation of the Town's damages.

Each calendar day that the Contractor shall fail to achieve Substantial Completion after the calendar date agreed to for the completion of the Work provided for in the Individual Job Order and/or the Notice to Proceed, the sum set forth in the Agreement documents will be deducted from any monies due the Contractor, not as penalty, but as liquidated damages; provided however, that due account will be taken of any adjustments of the Completion time for the completion of the work allowed under the Individual Job Order and/or the Agreement.

Permission allowing the Contractor to continue and finish any part of the Work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the Town of any of its rights to liquidated damages under the Agreement.

Once substantial completion is granted, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon. If final completion does not occur within the agreed upon number of days, liquidated damages will commence on the first day after the agreed days, until final completion occurs.

6.3 Delays and Time Extensions

6.3.1 It is agreed that the Town's only liability for any delay from any cause shall be limited to granting a time extension to the Contractor and that no extended general conditions for any delay will be applicable unless agreed to by the Town. There is no other obligation, express or implied, on the part of the Town to the Contractor for delay from any cause.

6.3.2 Force Majeure

.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the parties affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-contractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

.2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

6.3.3 The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractors is due to any preference, priority or allocation order duly issued by the Federal Government.

6.3.4 Time extensions shall only be granted for delays caused by the Town, changes authorized in accordance with Article 8 of this agreement, or delays pursuant to sections 6.3.2 and 6.3.3.

6.3.5 Should a dispute arise between the Contractor and the Town regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

7. PAYMENTS TO THE CONTRACTOR

7.1 Agreement Price; Request for Payment; Schedule of Values

7.1.1 The Agreement amount or coefficient stated in the either the Individual Job Order documents or the Notice to Proceed, plus or minus any authorized adjustments, is the amount payable by the Town to the Contractor for performance of the Work under the Agreement or for a specific Individual Job Order.

7.1.2 During the course of construction, the Contractor shall request payment for work actually performed during the preceding month or some other time period as mutually agreed to, using "Estimate for Payment" forms, which are furnished by the Town or a Town Project Manager. A schedule of completed work and value from the Unit Price Schedule shall accompany the request for payment. A separate request for payment must be made in this manner for each Individual Job Order.

7.2 Certification and Payment

7.2.1 The Town by mutual agreement may make progress payments on any Individual Job Order whose Time of Completion is greater than forty-five days and shall make monthly progress payments on all other Contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly Town certified and approved schedule of completed work and value from the Unit Price Schedule for payment of the Work performed during the preceding calendar month under the Agreement may include payment for only Work that is complete, reviewed, and approved by the Public Works Director or the Deputy Public Works Director. Payment(s) for Work items found to be deficient may be withheld by the Public Works Director or the Deputy Public Works Director by written notice returned with the remaining payment amount. The Town may withhold an amount from the progress payment sufficient to pay the expenses the Town reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before thirty days after the schedule of completed work and value from the Unit Price Schedule for payment of the Work is reviewed and approved. The Town may elect to withhold payment of up to 10% of the total quoted amount for any Individual Job Order until 100% of the Work for that Individual Job Order is at final completion and approved by the Public Works Director or the Deputy Public Works Director.

7.2.2 On final completion and approval of each Individual Job Order or other division of the Agreement on which the price or quote has been stated separately, except as qualified in paragraph 7.2.5, payment may be made in full, less any specified or authorized deductions. In preparing quotes or estimates, the material and equipment delivered on the site to be incorporated in the job shall be taken into consideration in determining the estimated value by the engineer or other person, as specified in the Individual Job Order documents.

7.2.3 The Contractor shall pay to the Contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within fourteen days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no Agreement for construction services may materially alter the rights of any Contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. The payments to subcontractors or material suppliers shall be based on payments received pursuant to this section.

Any diversion by the Contractor or subcontractor of payments received for work performed on an Individual Job Order or this Agreement, or failure to reasonably account for the application or use of those payments, constitutes grounds for disciplinary action by the Registrar of Contractors. The subcontractor or material supplier shall notify the Registrar of Contractors and the Town in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this section.

7.2.4 A subcontractor may notify the Town in writing requesting that the subcontractor be notified by the Town in writing within five days from payment of each progress payment made to the Contractor. The subcontractor's request remains in effect for the duration of the subcontractor's work on the project.

7.2.5. Nothing in this section prevents the Contractor or subcontractor, at the time of application and certification to the Town or Contractor, from withholding the application and certification to the Town or Contractor for payment to the subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that a claim will be filed, failure of a subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another subcontractor, reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention.

7.2.6 If any payment to a Contractor is delayed after the date due interest shall be paid at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.

7.2.7 If any periodic or final payment to a subcontractor is delayed by more than fourteen (14) days after receipt of the periodic or final payment by the Contractor or subcontractor, the Contractor or subcontractor shall pay the subcontractor or material supplier interest, beginning on the fifteenth day, at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.

7.2.8 Notwithstanding anything to the contrary in this section, this section applies only to amounts payable in a construction services Agreement for construction and does not apply to amounts payable in a construction services Agreement for design services, preconstruction services, finance services, maintenance services, operations services and other related services.

7.2.9 The Town Project Manager, with reasonable dispatch, will review the contents of the schedule of completed work and value from the Unit Price Schedule for payment of the Work submitted by the Contractor to determine if the estimate is sufficient to submit to either the Public Works Director or Deputy Public Works Director for review and approval. Once the schedule of completed work and value from the Unit Price Schedule for payment of the Work is approved, it will be submitted through normal channels for payment.

7.2.10 Certification or payment either in part or full made to the Contractor, or partial or entire use or occupancy of the Work by the Town shall <u>not</u> constitute an acceptance of any portion of the Work.

7.3 Payment Withheld

7.3.1 If the Town is unable to certify a request for payment in whole or in part because, after observing the Work and the data comprising the schedule of completed work and value from the Unit Price Schedule for payment of the Work, or if the Public Works Director or the Deputy Public Works Director determines that the Work has not progressed or the quality of the Work is not in accordance with the Individual Job Order or the Agreement, the Town Project Manager shall promptly notify the Contractor. If the Town Project Manager and the Contractor cannot agree on a payment amount revised by the Public Works Director or the Deputy Public Works Director, the Town Project Manager will promptly issue a certificate for payment in an amount determined

by the Public Works Director or the Deputy Public Works Director to be justified by the quantity of approvable Work that has been completed.

7.3.2 The Public Works Director or the Deputy Public Works Director may, as a result of subsequently discovered evidence, withhold or nullify the whole or a part of any payment or payment approval to such extent as may be necessary to protect the Town from loss on account of:

.1 Defective work not remedied.

.2 Third party claims filed or reasonable evidence indicating probable filing of such claims.

.3 Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment.

.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Individual Job Order amount, or reasonable evidence that the Work will not be completed within the Completion time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

.5 Damage to another contractor or to the Town.

.6 Damage to the real or personal property of another and failure to repair or replace the same.

.7 Persistent failure to carry out the Work in accordance with the Individual Job Order or the Agreement.

7.3.3 When the grounds for withholding payment have been corrected to the satisfaction of the Public Works Director and/or Deputy Public Works Director, the Town shall then proceed to process any amounts due.

7.4 Substantial Completion

7.4.1 When the Contractor considers that the Work, or a portion thereof which the Town has agreed to accept separately, is ready for its intended use, it shall notify the Town Project Manager in writing that the Work, or the agreed upon portion thereof, is substantially complete and request the Town Project Manager to have the Public Works Director or the Deputy Public Works Director issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the Public Works Director and/or the Deputy Public Works Director will make an inspection of the Work, or the designated portion thereof, to determine the status of completion. If the inspection discloses any item that is not in accordance with the Individual Job Order or the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. The Contractor shall then submit a request for a re- inspection by the Public Works Director and/or the Deputy Public Works Director. When the Work or designated portion thereof is determined to be substantially complete, the Public Works Director or the Deputy Public Works Director will issue a Certificate of Substantial Completion, fixing therein the date of Substantial Completion and the pending Final Completion. A punch list shall be made by the Town Project Manager and the Contractor at the direction of the Public Works Director and/or the Deputy Public Works Director establishing the responsibilities of the Town and Contractor, pending final payment by the Town, for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list in the time before Final Completion. Once all items on the punch list are completed to the satisfaction of the Public Works Director and/or the Deputy Public Works Director, a Certificate of Final Completion will be issued.

7.4.2 At the discretion of the Public Works Director and/or the Deputy Public Works Director, any Individual Job Order may have a single date of completion that serves as both the date of

Substantial Completion and Final Completion. This single date of completion would typically be used when an Individual Job Order is a small and uncomplicated project with few Work items.

7.4.3 Warranties required by the Agreement shall commence on the date of Final Completion of any Individual Job Order for a period of two years, except where a specific provision of the Individual Job Order or the Agreement provides otherwise.

7.5 Final Completion and Final Payment

7.5.1 Upon receipt of written notice from the Contractor that the Work is ready for final inspection and upon receipt of a request for final payment, the Town Project Manager will check that all items on the punch list have been completed or corrected and will present the Public Works Director and/or the Deputy Public Works Director the written notice and request for final payment so that a final inspection may be done for final payment approval.

7.6 Consent of Surety/ Lien Waivers and As-Built Drawings

7.6.1 Final payment shall become due when the Contractor provides to the Public Works Director or his designee a Consent of Surety Certificate from their bonding company, or lien waivers, at the Public Works Director or his designee's discretion and all completed as-built drawings. As-built drawings are not considered complete until approved and signed by the Public Works Director or the Deputy Public Works Director.

7.7 Partial Utilization

7.7.1 The Town may occupy or use any portion of the Work which the Town and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the Town without significant interference with the Contractor's performance of the remainder of the Work. Such use or occupancy may commence whether or not the portion is substantially complete, provided the Town and the Contractor have accepted in writing their mutual responsibilities regarding the used portion, including but not limited to insurance coverage, maintenance and utilities.

7.7.2 Partial use or occupancy of the Work by the Town shall not constitute acceptance of Work not complying with the requirements of the Individual Job Order or the Agreement.

8. UNCOVERING AND CORRECTION OF WORK; CHANGES IN THE WORK

8.1 Uncovering of Work

8.1.1 Piping, wiring, ducts, etc., shall not be covered up before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection before being buried by the Town Project Manager or the Individual Job Order or the Agreement is covered before such inspection, it must be uncovered by the Contractor at their expense when examination is ordered by the Town Project Manager.

8.1.2 If a portion of the Work is not designated by the Town Project Manager or the Individual Job Order or the Agreement for inspection has been buried and the Town Project Manager orders with due reason such work uncovered for inspection, the Contractor shall immediately uncover such work. If such uncovered work is found to be in accordance with the Individual Job Order and/or the Agreement, an appropriate Change Order shall be issued to compensate the Contractor for the expense of uncovering, repairing, or replacing the work. If such work is found to not be in compliance with the Individual Job Order and/or the Agreement, the Contractor shall pay such costs, unless the condition was caused by the Town or a separate Contractor.

8.1.3 The Town shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the work caused by the Contractor or subcontractors.

8.2 Correction of Work

8.2.1 Correction of Work Before Final Payment.

8.2.1 Correction of Work Before Final Payment. The Contractor shall promptly remove from the Work site all materials and/or associated portions of the Work rejected by the Town Project Manager working under the direct supervision of the Public Works Director and/or the Deputy Public Works Director as failing to conform to the plans and/or specifications of the Individual Job Order and/or the Agreement. The Contractor shall promptly replace and re-execute the Work in accordance with the Individual Job Order and/or the Agreement, without expense to the Town, and shall bear the expense of making good the Work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such rejected Work and/or materials within a reasonable time, fixed by written notice, the Town may remove it and may store the materials at the expense of the Contractor.

8.2.2 Should the Contractor fail to repair such defective material and/or workmanship or to make replacements within five (5) calendar days after written notice by the Town, it is agreed that the Town may, at its sole discretion, make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his surety.

8.3 Changes in the Work

8.3.1 The Town Project Manager working under the direct supervision of the Public Works Director and/or the Deputy Public Works Director, may order extra work or make changes by altering, adding to or deducting from the Work, the Price being adjusted accordingly by written Change Order without invalidating the Individual Job Order or the Agreement. All such work shall be executed under the conditions in the Individual Job Order or the Agreement except that any necessary extension of time caused by the additional work thereby shall be adjusted within the written Change Order

8.3.2 If, instead of requiring corrections or removal of work not conforming to the requirements of the Agreement, the work is determined to be acceptable with diminished value in the judgment of the Public Works Director and/or the Deputy Public Works Director, a written Change Order shall be issued incorporating the necessary revisions in the Individual Job Order documents, including an appropriate reduction in the Price. Such a written Change Order does not require the signature or approval of the Contractor. Such acceptance of non-conforming work shall not constitute a waiver of any other work required under this contract.

8.3.3 The value of any extra work or Change Order amount for any Individual Job Order under the Agreement shall be determined in one or more of the following ways:

.1 By estimate and acceptance in a lump sum quote by the Contractor for the additional Work.

.2 By the Unit Price Schedule for that specific Individual Job Order being used a basis for determining the increased cost of an increase in the quantity of those specific items already quoted in the Unit Price Schedule

9. SUSPENSION OR TERMINATION OF THE WORK

9.1 Suspension of the Work for Cause; Town's Right to Perform the Work

9.1.1 If the Contractor fails to correct Work which is not in accordance with the Individual Job Order or the Agreement, or persistently fails to carry out the Work in accordance with the Individual Job Order or the Agreement, the Public Works Director and/or the Deputy Public Works Director,

may order the Contractor in writing to stop the Work, or any portion of the Work, until the cause for such stop work order has been eliminated.

9.1.2 If the Contractor fails to prosecute the Work properly or fails to perform any provision of this Agreement, the Town may, five (5) days after written notice to the Contractor, and without prejudice to any other remedy the Town may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and its surety shall be liable to the Town for such deficiency.

9.2 Termination by the Town for Cause

9.2.1 The Town, upon certification by the Public Works Director and/or the Deputy Public Works Director, without prejudice to any other right or remedy of the Town and after giving the Contractor seven (7) days written notice, may terminate any Individual Job Order and/or this Agreement as to all or any part of the Work for any of the following reasons

.1 If the Contractor abandons the Work, or unnecessarily delays the Work.

.2 If the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or competent subcontractor.

.3 If the Contractor fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor or as expressly set forth herein.

.4 If the Contractor persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or persistently violates the conditions or covenants of Any Individual Job Order and/or this Agreement.

.5 If the Contractor should be adjudged bankrupt.

.6 If the Contractor should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency.

.7 If the Contractor is otherwise in substantial breach of a provision of the Agreement as determined by the Town.

9.2.2 Upon termination of the Agreement for any of the above reasons, the Town, subject to any prior rights of the surety, may:

.1 Take possession of the Work and of all materials, equipment, tools, and construction equipment and machinery at the Work site or adjacent thereto belonging to the Contractor.

.2 Accept assignment of subcontracts pursuant to Subsection 5.1.8 of Article 5 of these General Conditions.

.3 Finish the Work by whatever reasonable method the Town may deem expedient. In completing the Work by a new contractor or by doing the Work itself, the Town may use such equipment, materials, supplies, machinery, implements, tools and plant of the Contractor in the Town's possession and may make all necessary repairs and replacements thereto.

9.2.3 If the Town terminates the Agreement for one of the reasons stated in Subsection 9.2.1, the Contractor shall not be entitled to receive any further payment.

9.2.4 The cost of fully completing the Work provided for under any new Individual Job Order or new Agreement shall include the sum or sums of money to be paid by the Town to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost additional services by the Public Works Director and/or the Deputy Public Works Director, the Town Project Manager, and any Town administrative services made necessary by the termination of the Individual Job Order and/or the Agreement and may be subtracted from any payment due to the Contractor.

9.2.5 The Work, including those costs per Subsection 9.2.4, such excess may, at the Town's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the Town may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, after having given the Contractor twenty (20) days written notice of the time and place of such sale, with the net proceeds derived from the sale of said property being applied against said costs. Should the amount received from the sale be insufficient to pay such deficiency, the Contractor and its surety shall be liable to pay the remaining amount of the deficiency.

9.3 Suspension by the Town for Convenience

9.3.1 The Town may, without cause, order the Contractor in writing to suspend or interrupt the Work in whole or in part for such period of time as the Town may determine whenever such suspension or interruption would be in the best interest of the Town.

9.3.2 If the Town suspends the Work for convenience, an adjustment shall be made for substantiated increases in the cost of performance of the Agreement, if any, including profit on the increased cost of performance, caused by suspension or interruption. No adjustment shall be made to the extent:

.1 That performance is, was or would have been so suspended or interrupted by another cause for which the Contractor is responsible, or

.2 That an equitable adjustment is made or denied by the Town.

9.4 Termination by the Town for Convenience

9.4.1 The performance of the Work under this Agreement may be terminated by the Town, in whole or in part, in accordance with this clause whenever the Town reasonably determines that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.

9.4.2 If the Agreement is terminated by the Town as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.

9.4.3 In the event the Town terminates the Work, in whole or in part, for cause pursuant to Section 9.2 of this Article 9 and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section 9.4 shall apply.

9.4.4 Termination of the Agreement or portion thereof by the Town for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

9.5 Contractor's Right to Terminate Agreement

9.5.1 The Contractor may terminate the Agreement for any of the following reasons:

.1 If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month through no act or fault of the Contractor or of anyone directly or indirectly employed by him.

.2 If the Town has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the Public Works Director and/or the Deputy Public Works

.3 If repeated suspensions or interruptions ordered by the Town pursuant to Section 9.3 total in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

9.5.2 If one of the above reasons exists, the Contractor may, after submitting a seven (7) day written notice to the Town Project Manager, stop Work and terminate the Individual Job Order and recover payment from the Town for all Work executed and accepted by the Town and any loss of materials costs and reasonable profit and damages.

10. CLAIMS AND DISPUTES

10.1 Town Project Manager's Resolution of Claims and Disputes; Review by Town Public Works Director or his designee

10.1.1 This Article relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Individual Job order or the Agreement. Such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration or litigation.

10.1.2 All claims, including but not limited to, claims relating to adjustments or interpretations of the Individual Job Order and/or the Agreement, payments of money, or other relief with respect to the terms of the Agreement, shall be referred initially in writing to the Town Project Manager for action. The responsibility to substantiate claims shall rest with the party making the claim.

10.1.3 Claims by either party must be made within twenty-one (21) days after the event giving rise to the claim or within twenty-one (21) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.

10.1.4 Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Individual Job Order of the Agreement and the Town shall continue to make payments in accordance with the Individual Job Order or the Agreement.

10.1.5 The Town Project Manager working under the direct supervision of the Public Works Director and/or the Deputy Public Works Director shall, within twenty-one (21) days of receipt of a claim, issue one of the following:

.1 Issue a final decision by the Public Works Director or Deputy Public Works Director either rejecting or approving the claim.

.2 Suggest an equitable compromise of the claim.

.3 Provide a schedule to the Contractor indicating when they expect to be able to take action, which shall be within a reasonable time.

10.1.6 The Town Project Manager may require the submission of additional documentation from the Contractor to facilitate a decision.

10.1.7 The Contractor shall have ten (10) days from the date of the final decision by the Public Works Director and/or the Deputy Public Works Director rejecting or approving a claim, or suggesting a compromise, within which to accept or object to that decision. Failure of the Contractor to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If the Contractor rejects the decision of the Public Works Director or Deputy Public Works Director in writing within such ten (10) day period, the matter shall be referred to the Town Manager for de novo review.

10.1.8 The Public Works Director and/or the Deputy Public Works Director shall have sixty (60) days from receipt of a written objection by the Contractor to the final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response. During such period, the Public Works Director and/or the Deputy Public Works Director may require such additional documentation or testimony as deemed necessary to support his/her response

11. MISCELLANEOUS PROVISIONS

11.1 Governing Law

11.1.1 The Agreement shall be governed and construed according to the laws of the Camp Verde Town Code and the State of Arizona.

11.2 Written Notice

11.2.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

11.3 Conflict of Interest

11.3.1 The Town shall also have the right to terminate this Agreement pursuant to the conflict-of-interest provisions of A.R.S. Sec. 38-511 and to exercise any and all remedies provided in such statute. The Town may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Town of Camp Verde becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement.

11.4 Contractor

11.4.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

11.4.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town, and that such days do not accumulate for the use of same at a later date.

11.4.3 The Town of Camp Verde will not provide any insurance coverage to Contractor, including Workers' Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

11.5 Gratuities

11.5.1 The Town may, by written notice to the Contractor, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town amending, or the making of any determinations with respect to the performing of such Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

11.6 Provisions Required By Law

11.6.1 Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

11.7 Severability

11.7.1 The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

11.8 Interpretation Parole Evidence

11.8.1 This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

11.9 Rights and Remedies

No provision in this document or in the Contractor's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of Agreement. The failure of either party to insist upon the strict performance of any term or condition of the Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement, or by law, or the acceptance of materials or services, obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Agreement.

11.10 Right to Assurance

Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Agreement.

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this_____day of_____, 20 _____, by and between the Town of Camp Verde, a municipal corporation organized and existing under the laws of the State of Arizona, hereinafter called the "Town", and _____ of the Town of _____, County of _____, and State of _____ hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the Town, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: JOB ORDER CONTRACT (JOC) FOR Streets, Stormwater, Sewer and General Facilities Maintenance and Repairs

Agreement Number:

Description: PUBLIC WORKS, STREET, STORMWATER, SEWER AND GENERAL FACILITIES MAINTENANCE CONTRACTING SERVICES FOR THE TOWN OF CAMP VERDE AT VARIOUS LOCATIONS, INCLUDING, TOWN FACILITIES AND GROUNDS, TOWN RIGHTS OF WAY, THE CAMP VERDE SEWER UTILITY SERVICE AREAS

Term: ONE (1) YEAR WITH THREE (3) ONE-YEAR RENEWAL OPTIONS

1. Notice to Proceed, Completion Time, and Liquidated Damages

A. It is agreed that the Town will issue a separate Notice to Proceed for each Individual Job Order under this Agreement.

B. The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion given for each Individual Job Order is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Camp Verde area.

C. **Liquidated Damages.** Completion times will be specified in the Notice to Proceed given for the Individual Job Order. Liquidated Damages (if applicable) will be detailed within each Individual Job Order. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Town will sustain on account of late completion.

2. Miscellaneous

A. **Guarantee.** The Contractor shall guarantee all work under any Individual Job Order and this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.

B. **Assignment.** Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Town.

C. **Agreement Documents.** The following listed documents constitute the Agreement Documents and they are all as fully a part of this Agreement as if repeated herein:

1) Any and all amendments, Supplementary General Conditions and Special Requirements included herein.

2) Construction Services Agreement.

3) General Conditions for Construction.

4) Special Terms and Conditions.

5) Scope of Work, including any and all Standard, Special, Technical, and Supplementary Specifications included herein.

6) Performance and Payment Bonds.

7) Insurance Requirements.

D. **Precedence.** In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedent to the terms of the above documents in the order listed. Anything in these Agreement documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Agreement shall be a part of the Agreement between the parties and shall take precedence over all of the other Agreement documents.

IN WITNESS THEREOF, the parties hereto have executed three (3) identical counterpart copies of this Agreement on the date and year first written above, each of which copies shall for all purposes be deemed an original hereof.

TOWN OF CAMP VERDE

_____

Charles German, Mayor

CONTRACTOR

By: _____

Title: _____

APPROVE AS TO FORM

_____

William Sims, Town Attorney

ATTEST (If Corporation):

_____

Secretary

ATTEST SEAL

_____

Debbie Barber, Town Clerk

SCOPE OF WORK

1. INTRODUCTION

Notice is hereby given that the Town of Camp Verde (Town) is conducting a competitive one-step process to retain up to three (3) Contractors for a Job Order Contract (JOC) to provide Public Works, Street, Stormwater and General Maintenance Contracting services for the Town of Camp Verde. Individual job orders should not exceed two hundred fifty thousand dollars ($1,000,000). The term of this Agreement will be one (1) year with three (3) one-year renewal options. However, services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by the Town that the Contractor's services will be required.

2. BACKGROUND:

Job Order Contracting is an alternative delivery method for construction and repair of public works projects. JOC's differ from the standard project-specific, low bid contracts in that they are indefinite-quantity contracts, which can be awarded on the basis of qualifications. Best value may be considered in awarding the JOC or in awarding job orders under the JOC contract.

3. SCOPE OF REQUIRED SERVICES:

The Town of Camp Verde is in need of Public Works, Street, Stormwater and General Maintenance Contracting Services including but not limited to:

- Asphalt patching and surfacing including subgrade and base preparation.
- Concrete work including foundations, slabs, sidewalks, curb and gutter, etc.
- Construction, maintenance, and repair of flood control and drainage work such as swales, ditches, channels, headwalls, culverts, storm sewers, detention areas/structures, etc. for
- Demolition repair and construction of structures.
- Construction or replacement of sewer lateral or service lines.
- Construction or replacement of sewer main lines.
- Sewer manhole installation and rehabilitation.
- General excavating, compaction and grading.
- Retaining walls/structures and slope stabilization
- Pipefitting, replacement, and repair of stormwater & wastewater system components (including work in confined spaces).

- Potholing for utility location.
- Pipefitting and replacement/installation.
- Other Miscellaneous tasks as required.

4. SPECIFICATIONS

All work shall be conducted by a firm properly licensed by the State of Arizona and shall conform to Arizona Department of Environmental Quality (ADEQ) rules and guidelines.

5. SAFETY

The Contractor shall provide sufficient safety devices (cones, barricades, tape) to establish a safety zone around the work area. The Contractor shall submit a traffic control plan and provide its personnel with safety vests for projects in the right of way or where vehicular traffic is present, or as requested by the Town.

During the construction process, the Contractor shall comply with all applicable federal, state and local (Town of Camp Verde) health and safety laws and regulations including, but not limited to all applicable "OSHA Standards for the Construction Industry" including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. Knowing and following OSHA Safety Standards is the Contractor's responsibility. The Town may stop construction on a project until safety concerns have been corrected.

6. CLEAN UP

The Contractor shall clean up all trash and debris generated by their work in a manner acceptable to the using department.

OFFER SECTION

TO THE TOWN OF CAMP VERDE:

The Undersigned hereby offers and agrees to enter into negotiations with the Town to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification, contact:

_____

Company Name

Name:_____

_____

Address

Phone: _____

_____

Town State Zip

Fax: _____

_____

Signature of Person Authorized to Sign

Email: _____

_____

Printed Name

_____

Title

ADDENDUM ACKNOWLEDGEMENT

RECEIPT OF ADDENDA:

Proposer acknowledges receipt of the following Addenda relating to the Request for Qualifications (RFQ) for Job Order Contracting (JOC) to provide Public Works, Street, Stormwater and General Maintenance Contracting services for the Town of Camp Verde.

Addendum No.	Date
_____	_____
_____	_____
_____	_____

_____ _____

Company Name Representative Name (Print)

_____ _____

Representative's Signature Date

NON-COLLUSION AFFIDAVIT

STATE OF:)

) ss

TOWN OF:)

_____

(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is _____ of_____

(Title) (Name of Company)

and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

_____

(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

Job Order Contracting for Public Works, Street, Stormwater and General Maintenance Contracting services for the Town of Camp Verde.

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: _____

(Signature of Individual/Representative)

STATE OF:)

) ss.

COUNTY OF:)

On this the _____day of _____, 20_____, before me, the undersigned NOTARY PUBLIC, personally appeared_____, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____ SEAL

NOTARY PUBLIC

My Commission Expires: _____

DISCLOSURE OF RESPONSIBILITY STATEMENT

A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

_____

B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.

_____

C. List any convictions or civil judgments under state or federal antitrust statutes.

_____

D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.

_____

E. List any prior suspensions or debarments by any governmental agency.

_____

F. List any contracts not completed on time.

_____

G. List any penalties imposed for time delays and/or quality of materials and workmanship.

_____

H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

_____

I, _____, as _____

Name of individual Title & Authority

of _____, declare under oath that the above statements, including
Company Name

any supplemental responses attached hereto, are true.

By: _____

(Signature of Individual/Representative)

STATE OF:)

) ss.

COUNTY OF:)

On this the _____day of _____, 20_____, before me, the undersigned NOTARY PUBLIC, personally appeared_____, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal. SEAL

_____ My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to Town of Camp Verde (Town) for Solicitation No. _____, I am fully aware of insurance requirements contained in the Agreement and by the submission of this bid. I hereby assure Town that I am able to produce the insurance coverage required should I be selected to be awarded the Agreement.

Should I be awarded the Agreement by Town and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Agreement and shall be subject to penalties up to and including termination of the Agreement at the sole discretion of the Town. I also understand and am fully aware that I may not be considered for further projects by Town.

_____ _____

Signature of Bidder Company

_____

Date

CONTRACTOR IMMIGRATION WARRANTY

(To Be Completed by Contractor Prior to Execution of Agreement)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited agreement meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract):		
Street Name and Number:		
Town:	**State:**	**Zip Code:**

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Agreement;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Agreement comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Agreement, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

_____

Printed Name: _____

Title: _____

Date (month/day/year): _____

STATUTORY PAYMENT BOND

(Penalty of bond must be 100% of the Agreement Amount.)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ as Principal, and _____

as Surety, are held and firmly bound unto the Town of Camp Verde, Arizona, a municipal corporation (hereinafter called the Obligee) in the penal sum of _____ dollars ($_____), for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Agreement with said Obligee dated _____, 20___, hereinafter called the Agreement, for _____

which Agreement shall be deemed a part hereof as fully as if set forth herein, and under the terms thereof the Principal has agreed to furnish a bond such as herein set forth;

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Agreement, or in any amendment or extension of or addition to said Agreement, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to comply with the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, all rights and remedies on this bond shall insure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

IN WITNESS WHEREOF two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named, on the _____ day of _____ _____, 20___.

_____ _____

Principal Seal Surety Seal

_____

Agency of Record

NOTE: A certified copy of Power of Attorney of the persons signing for the Surety Company must be filed with the Bond. In the event the Power of Attorney attached hereto is revoked, the Surety shall notify the Town Clerk directly in writing. Said Power of Attorney shall remain in full force and effect until such direct notice is given to the Town.

STATUTORY PERFORMANCE BOND

(Penalty of this bond must be 100% of the Agreement amount.)

KNOW ALL MEN BY THESE PRESENTS: That the Town of Camp Verde, Arizona, a municipal corporation, by action of the Purchasing Agent on _____, 20___ has awarded to _____

hereinafter designated as the "Principal", an for the construction of _____

which Agreement is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein; and

WHEREAS, said Principal is required under the terms of said Agreement, and the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, to furnish a bond for the faithful performance of said Agreement;

NOW, THEREFORE, we the Principal and _____ a corporation organized and existing under the laws of the State of _____ with its principal office in the Town of _ _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Camp Verde, a municipal corporation, (hereinafter called the Obligee), in the penal amount of _____ _____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term of said Agreement and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the Agreement, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article to the extent as if it were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court of a judge thereof.

IN WITNESS WHEREOF two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named, on the _____ day of _____ _____, 20___.

_____		_____	
Principal	Seal	Surety	Seal

_____

Agency of Record

NOTE: A certified copy of Power of Attorney of the persons signing for the Surety Company must be filed with the Bond. In the event the Power of Attorney attached hereto is revoked, the Surety shall notify the Town Clerk directly in writing. Said Power of Attorney shall remain in full force and effect until such direct notice is given to the Town.

CONSENT OF SURETY TO FINAL PAYMENT AND

FULL RELEASE OF AGREEMENT RETAINAGE OR SUBSTITUTE SECURITIES

The undersigned Surety (hereinafter "Surety"), having provided the Town of Camp Verde (hereinafter "Town") with a payment bond for the payment of labor and material provided to the Contractor, _____,

(hereinafter "Contractor") in connection with Town of Camp Verde Agreement No. _____, (hereinafter the "Project") hereby consents to final payment and full release of all retainage or substitute securities to Contractor held by Town in connection with the Project.

Surety further releases Town from all claims, past, present, future, known or unknown which it may assert or could have asserted against Town as a result of Town's final payment and release of the retainage or substitute securities held in connection with the Project.

This release is only intended to relieve Town of any liability or responsibility in connection with final payment and full release of retainage or substitute securities to the Contractor in connection with the Project and shall in no way be construed to relieve Surety of any obligation under the payment bond issued for the Project.

_____

Surety Seal

STATE OF:)

) ss.

COUNTY OF:)

IN WITNESS WHEREOF, the Surety has executed this instrument this _____day of _____, 20____ _____, before me, the undersigned NOTARY PUBLIC, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____ SEAL

NOTARY PUBLIC

My Commission Expires: _____

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: November 7, 2012

☐ *Consent Agenda* ☒ *Decision Agenda* ☐ *Executive Session Requested*

☒ *Presentation Only* ☐ *Action/Presentation* ☐ *Pre-Session Agenda*

Requesting Department: Economic Development Department

Staff Resource/Contact Person: Steve Ayers

Agenda Title (be exact): Consideration and possible direction to staff to suspend the Special Events Permit fee for vendors at Town events that are registered through Camp Verde Promotions, along with the waiver of power fees, electrical fees, facility fees, and event sponsorship insurance for the 2014 Spring Heritage Festival, Cornfest and fort Verde Days.

List Attached Documents:

Estimated Presentation Time: 5

Estimated Discussion Time: 15

Reviews Completed by:

☒ ***Department Head:*** Steve Ayers ☐ ***Town Attorney Comments:*** N/A

☐ ***Finance Department*** N/A
Fiscal Impact: None
Budget Code: N/A ***Amount Remaining:*** _____
Comments:

Background Information:

Soon after the Town of Camp Verde withdrew from its sponsorship of the community's special events the council approved a special events handbook that spelled out requirements for any organization wishing to sponsor one of those special events. Since the adoption of the handbook the town's three major special events, specifically the Pecan and Wine Festival, Cornfest and Fort Verde Days have gone through substantive changes. Those changes have been driven by the notion that having the town assume complete control of the special events is cost-prohibitive and having the Town do nothing was overly onerous to those volunteers who have picked up where the town left off. In 2013 the council agreed to put its "toe back in the water" by budgeting $12,500 to assist with the special events.

In addition, town staff also began working with an ad hoc committee composed of event sponsors and area non-profits to develop a more "business-friendly" model for carrying out the events. As a result, staff, in partnership with Camp Verde Promotions (CVP) is proposing a trial that would include the Spring Heritage Festival (March 29-30), Cornfest (July 18-19) and Fort Verde Days (Oct. 10-12). We believe this model is more efficient, more cost effective and will ultimately result in better events.

Under the proposal, Camp Verde Promotions would in effect act as the Town of Camp Verde's agent for those event. CVP would solicit and register all vendors, collect insurance documentation as required, and coordinate all activities within the larger special event. CVP would also assume the responsibility for creating any documents that the Town Clerk's office has traditionally prepared and submitted to the Department of Revenue. Town staff would be

responsible for reviewing that document and forwarding it to the state. In doing so CVP would be eliminating dozens of hours of staff time and the associated expense. And because there would be no staff time involved the town could eliminate the existing Special Event License.

For the proposed trial we are requesting that the Town Council suspend the collection of the Special Event License fees currently prescribed under Resolution 2013-895. We would also ask that the event sponsorship insurance be waived, as the Town will now be the sponsor and the former sponsor, CVP, our agent, along with any water, power or facility fees.

Camp Verde's three major special events thrived when they were overseen entirely by Town staff, but the events became cost prohibitive. And although the events have continued to operate under the current arrangement it has become clear that under the current model they are not sustainable. The onerous requirements imposed on the all-volunteer groups that carry out the events to the benefit of the larger community have become overly burdensome.

Under this new model, the Town of Camp Verde is back in the game and in full partnership with CVP. Town staff and Camp Verde Promotions believe that the model being proposed will work and we ask that you permit us to give it a try.

Recommended Action (Motion): Suspend the requested fees and give direction to staff to begin implementing a new model for the three major special events where the Town becomes the sponsor and CVP becomes the Town's agent.

Instructions to the Clerk: **Process Resolution**

A new model for Camp Verde's three major Special Events

Soon after the Town of Camp Verde withdrew from its sponsorship of the community's special events the council approved a special events handbook that spelled out requirements for any organization wishing to sponsor one of those special events. Since the adoption of the handbook the town's three major special events, specifically the Pecan and Wine Festival, Cornfest and Fort Verde Days have gone through substantive changes. Those changes have been driven by the notion that having the town assume complete control of the special events is cost-prohibitive and having the Town do nothing was overly onerous to those volunteers who have picked up where the town left off. In 2013 the council agreed to put its "toe back in the water" by budgeting $12,500 to assist with the special events.

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RESOLUTION 2013-885

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
ADOPTING FEES FOR TOWN SERVICES FOR FY 2013/14
AND SUPERSEDING RESOLUTION 2012-884**

WHEREAS, the Town Council is authorized by sections of the Town Code to set fees for business licenses (Section 9-1-5 and Section 9-3-7), and for use of public facilities (Section 13-1-2), to be adopted by resolution, and

WHEREAS, departments have submitted to Council recommended fees for services to the public as set forth in Exhibit A incorporated herein by reference,

NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE TO ADOPT THE FOLLOWING FEE SCHEDULES:

1. *Departmental Fees.* Fees for services to the public, building permits, business licenses and use of public facilities as set forth in Exhibit A are hereby adopted effective July 1, 2013
2. *Prior Resolutions and Fee Schedules.* Any prior fee schedule established under the Town Code is hereby replaced.
3. *Exceptions for Candidates and Agenda Items.* Council and Mayor candidates may be given agenda packets, budget information, and such other material as may assist them in assuming their position should they be elected, without charge, and any person or organization which has an item on an agenda may be given a copy of that agenda packet without charge.

PASSED AND APPROVED by majority vote of the Common Council at the regular meeting of June 19, 2013:

PASSED AND ADOPTED:

Charles German, Mayor

6/20/2013
Date

Attest:

Deborah Barber, Town Clerk 6-26-2013
Date

Virginia Jones - Deputy Clerk

Approved as to form:

William Sims, Town Attorney

Date

2013-2014 FEE SCHEDULE APPROVED BY COUNCIL 06-19-2013

	2012-2013	2012-2013	2013-2014	2013-2014
	Department Recommendation	Council Approved on 06-06-2012	Department Recommendation	Council Approved on 06-19-2013
Clerk's Office				
Duplication Rates				
Current Agenda Packets (per page)	$ 0.25	$ 0.25	$ 0.25	$ 0.25
Minutes	$ 0.25	$ 0.25	$ 0.25	$ 0.25
Recordings (per CD)	$ 5.00	$ 5.00	$ 5.00	$ 5.00
Public Records (per page)	$ 0.25	$ 0.25	$ 0.25	$ 0.25
Business License List (Commercial request)	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Notary Fees				
No Charge	$ -		0	$ -
Publicity Pamphlet				
Argument	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Business License Fees				
Business License Fee/Inspection/Setup Fee	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Peddler/Solicitor's License (In addition to $1,000 Bond & Cost of Background Ck)	25.00 Per day	25.00 Per day	25.00 Per day	25.00 Per day
Special Event Promoter (Per Event)	No Charge	No Charge	No Charge	No Charge
Special Event Vendor (Non-Profits)	No Charge	No Charge	No Charge	No Charge
Special Event Vendor	$25.00 Per Event	$25.00 Per Event	$25.00 Per Event	$25.00 Per Event
Renewal of Existing Current Business License				
Business License Fee (annual)	$ 15.00	$ 15.00	$ 15.00	$ 15.00
Name/Address Change in Addition to Annual Fee	No Charge	No Charge	No Charge	No Charge
Liquor License Permits				
Application/Posting/Inspection Fee	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Business License (annually) + the following:				
Series 01 through 14 and Series 16 & 17	$ 50.00	$ 50.00	$ 50.00	$ 50.00
One-time Special Event Permit	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Public Works				
Site Plan Review	$225.00 per applicable sheet (1st & 2nd Reviews)	$225.00 per applicable sheet (1st & 2nd Reviews)	$225.00 per applicable sheet (1st & 2nd Reviews)	$225.00 per applicable sheet (1st & 2nd Reviews)
Engineering report reviews (drainage reports, design reports, traffic reports (TIA) soils reports, and others)	$250.00 per report; (includes first 2 reviews; $150 for each subsequent review)	$250.00 per report; (includes first 2 reviews; $150 for each subsequent review)	$250.00 per report; (includes first 2 reviews; $150 for each subsequent review)	$250.00 per report; (includes first 2 reviews; $150 for each subsequent review)

13.

Town of Camp Verde

Agendu Item Submission Form – Section I

Meeting Date: November 7, 2012

☐ *Consent Agenda* ☒ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation* ☐ *Pre-Session Agenda*

Requesting Department: Economic Development Department

Staff Resource/Contact Person: Steve Ayers

Agenda Title (be exact): Direction to staff to draft an agreement with Camp Verde Alcoholics Anonymous, as outlined in the attached document.

List Attached Documents: *Estimates for repairs on Rio Verde Plaza*

Estimated Presentation Time: 10

Estimated Discussion Time: 15

Reviews Completed by:

☒ ***Department Head:*** Steve Ayers ☐ ***Town Attorney Comments:*** N/A

☐ ***Finance Department*** N/A
Fiscal Impact: None
Budget Code: N/A ***Amount Remaining:*** _____
Comments:

Background Information:

At a work session on September 25, 2013 the Town Council directed the Economic Development Director to develop an agreement between the Town of camp Verde and Camp Verde Alcoholics Anonymous that would have CVAA restore Suites #4 and #5 of Rio Verde Plaza for use as CVAA's meeting room. The council also directed staff to look into developing requirements that allow other non-profit organizations to occupy the remaining suites in Rio Verde Plaza.

Proposed agreement with CV Alcoholics Anonymous

After meeting with CVAA, Community Development and Public Works staff, we wish to present the following proposal to council. If approved staff will draw up a formal agreement, acquire the necessary permits and once executed being work on Rio Verde Plaza.

Under the terms of the agreement Camp Verde Alcoholics Anonymous would agree to the following:

- Restore the interior of Suites #4 and #5 and receive a Certificate of Occupancy before occupying the premises
- Restoration of Suites #4 and #5 will include the materials and work listed in Appendix, which would include replacement and/or repair of doors, drywall, plumbing fixtures, electrical fixtures, bathroom sink and vanity, and smoke detectors
- Paint the exterior of Rio Verde Plaza including exterior trim, doors and shades

- Carryout all work under the license of a contractor registered in the State of Arizona
- In return for work on the exterior of Rio Verde Plaza the Town will waive the $100 a month rent for the first 36 months
- Hook up, maintain and cover the cost of all utilities
- Provide proof of liability insurance on an annual basis at levels required by the Town

Under the terms of the agreement the Town of Camp Verde would agree to the following:

- Waive all construction permit fees
- Ensure that the heating and air conditioning in Suites #4 and #5 are in good working order
- Maintain the structural integrity and general maintenance of the building
- Pay for paint, material and supplies necessary for CVAA's work on the exterior of Rio Verde Plaza
- Enter into a lease that would allow CVAA to occupy Suites #4 and #5 in Rio Verde Plaza for a term of five years that would include the use of the adjacent parking lot

Estimated costs:

- CVAA has estimated the cost of tenant improvements for which they are responsible at $3,800
- Estimated cost for paint, supplies and material to restore the exterior of the Rio Verde building, for which the Town of camp Verde would be responsible, are estimated at $2,500, This expense is unbugeted
- The current heater/AC units on Suites #4 and #5 are in unknown condition having sat dormant for nearly five years. It is the opinion off the Public Works Department that the two units should be replaced before CVAA takes occupancy. Estimated cost: $9,327 to $16,597 (see attached estimate from Goettl's High Desert Mechanical). This expense is unbudgeted
- The roof of Rio Verde Plaza was given a five year treatment six years ago. To date it has no know leaks. However, it is the considered opinion that it will need to be retreated later this year if for no other reason than to preserve the integrity of the building. Estimated Cost: $13,897 to $22,377. (See attached estimate from R. Brehmer Roofing for 5, 7 and 10 year roof repair)
- There will be additional staff time involved with the permitting and inspection process as well as the drafting of a new agreement. Long term costs will include continued maintenance of the Rio Verde Plaza structure and the processing of monthly rents.
- After discussing the cost of the heater/AC units and roof repairs with the Public Works Department it has been determined that the cost of the heater/AC units would need to be covered in the current fiscal year, which means they would be unbudgeted. However, the cost of repairing the roof can be delayed until FY 2015.

Note: At the September 25 meeting Councilman Gordon also asked staff to explore any potential procurement conflicts that may arise from the proposed agreement between CVAA and the Town of Camp Verde.

The proposed agreement between the Town of Camp Verde and Camp Verde Alcoholics anonymous constitutes a mutually beneficial arrangement between the two parties, where there is an equivalent exchange of value. Therefore no conflicts should arise over state procurement laws, nor would the agreement fall under the state's gift clause.

Requirements for future non-profit occupants

As to developing requirements for any additional occupants of the remaining suites in Rio Verde Plaza further council direction is necessary. The following considerations come to mind:

- It has been discussed but never formally decided that future occupancy of Rio Verde Plaza be limited to non-profits whose work benefits the community. Previous discussion have indicated that the council does not favor commercial occupants
- Any new occupants should have the capacity to make necessary improvements to any suite they wish to occupy. However not every potential non-profit has the availability to a registered contractor's license, as is the case with CVAA
- Any new occupants should have the means to hook up and maintain all utilities
- Would the council want to charge rent? CVAA has insisted on paying rent because it is a requirement of their organization to "pay its own way."

- Although gas is available to Units #4 and #5, it is not currently available to the other units. There would be additional costs incurred by the Town of extending the gas line to the other suites so gas heaters could be connected
- Town Staff has identified a need for additional meeting space. Rooms 206 and 207, plus the Parks and Recreation conference room and the CVMO training room constitute the Towns inventory of suitable and regularly available meeting places. Before allowing additional occupants the council may wish to consider turning one or two of the suites into a community meeting room suitable for 20 to 40 occupants.
- There is a question regarding the bathrooms in the other suites and the necessity of making them ADA compliant. Currently the only ADA compliant restroom in Rio Verde Plaza is the one serving Suites #4 and #5

Recommended Action (Motion): Direct staff to execute an agreement with Camp Verde Alcoholics Anonymous that would allow CVAA to occupy suites 4 and 5 in exchange for labor and materials as specified.

Instructions to the Clerk: **Process Resolution**

From: Ron Long
Sent: Wednesday, January 08, 2014 11:12 AM
To: Steve Ayers; Russ Martin; Mike Dumas; Mike Jenkins; Robert Foreman
Subject: RE: Rio Verde proposed agreement

After reviewing the report I had the following comments/concerns:

1. The Town will; "**Ensure that the heating and air conditioning in Suites #4 and #5 are in good working order**"
   Most of the suites in that building were using base board heaters for heat and roof mounted AC units for cooling; neither work properly and will need extensive maintenance to keep them running. It is stated that those units need to be replaced but I believe that it will be more than simply replacing units. The AC units will need to be replaced by new HVAC units and they will require that gas lines and possibly more power will need to be run up to those new units. We most likely need to improve and/or replace the ductwork as well.

2. The Town will; "**Maintain the structural integrity and general maintenance of the building**"
   Be prepared for numerous issues to arise, we will be requesting an additional $15,000 for building maintenance in this year's budget.

3. The Town will; "**The roof of Rio Verde Plaza was given a five year treatment six years ago.**"
   We need to go with at least a 10 year roof another 5 year would be a waste of funds.

4. Public Works staff is concerned that the current users, CCVL, will be requesting that they be included in the upgrade from base board heat and worn out AC to a new HVAC install as well. This same concern goes for the other "suites". Prior to any use they will need HVAC upgrades as well.

5. Who is going to budget for the utilities?

Approved Applicators
Licensed & Insured

Res. Lic #82509
Comm. Lic. #81493

R. Behmer Roofing, Inc.

Physical - 2145 Shelby Dr. Mailing - P.O. Box 1990 Sedona, AZ. 86340
Phone: 928/282-5323 Fax: 928/282-3195 Email: rbroofing@sedona.net

Proposal & Contract

Name: Town of Camp Verde Date: Dec 17, 2013

Address: Attn: Mike Phone: 300-9734

Job Address: Rio Verde Plaza Email: mike.dumas@campverde.az.gov

I propose to furnish materials and perform all labor necessary to completing the following:

Roofing: (Roof Restoration, Coating)

Blow off all dust and debris from roof
Power wash clean
Patch in all penetrations with Karnak #229 – trowel grade elastomeric
Patch in walls and eaves with same product
with 6" mat embedded
Apply coatings as listed:

Option A:
Good:
Base coat: Emulsion at 3-4 gallons per 100sq ft
Top coat: Aluminum R298 at 1.5 gallons per 100sq ft
Total $13,100 + 796.15 = $13,896.15

Option B:
Better:
Base coat: Emulsion at 3-4 gallons per 100sq ft
Mid coat: 405 Bond N Shield at 1.5 gallons per 100sq ft
Top coat: 505 HS Mohave coat at 1.5 gallons per 100sq ft
Total $16,480 + 1,001.57 = $17,481.57

IF BID IS ACCEPTED, PLEASE SIGN AND RETURN THIS COPY

Option C:
Best:
Base coat: #229 Brush grade at 3 gallons per 100sq ft
Top coat: Aluminum R298 at 1.5 gallons per 100sq ft
Total $21,095 + 1,282.05 = $22,377.05

**** All air conditioner units will be moved so proper patch and coating can be done ****
Clean up and haul away all debris
**** 5 year labor warranty included ****
Payment: 50% to start Balance due upon completion

The above work to be completed in a substantial & workmanship manner, for the sum of:

Terms: Net cash on completion
Any alterations or deviations from the above specifications or building plans involving extra cost of labor or material will become an additional charge over the price quoted in the free estimate
This bid is based on current price of labor and material and if not accepted within 30 days from the date hereof, the right is reserved to submit a new bid.
All agreements are contingent upon strike, accidents or delay beyond control

This proposal, if accepted, shall constitute a contract.

Accepted by: _____

Date of acceptance: _____

Bob Behmer, Contractor

GOETTL'S
HIGH DESERT MECHANICAL, INC.
HEATING & COOLING SPECIALISTS

A Name You Can Trust!

11/13/13
Town of Camp Verde
395 S. Main St.
Camp Verde, Az 86322
928-300-9734

Proposal #4820
Rio Verde Plaza
Camp Verde Az 86322

We hereby propose to furnish all of the labor, material, and equipment for the installation of 2 new roof mounted units.

Scope of work

1. Remove and dispose of 12 roof mounted units.
2. Install 2 new roof mounted units.
3. Install new fusible disconnects.
4. Run new gas line up thru the roof to the new unit.
5. Install new low voltage control wiring and 2 digital thermostats.
6. Fabricate and install new angle iron stands.
7. Run condensate drain lines to the edge of roof.
8. Start up and verify the proper operation of equipment.
9. Obtain building permit.

Option #1 Bid Price $13,183.00
2 – Trane XL14C Model #4YCY4036B1075 gas fired roof mounted package unit with a 2 stage gas valve and a variable speed blower.

Capacity	3 ton
Efficiency	14.2 Seer

Option #2 Bid Price $16,597.00
2 – Trane XL16C Model #4YCZ6036A1075 gas fired roof mounted package units with a 2 stage compressor, a 2 stage gas valve and a variable speed blower.

Capacity	3 tons
Efficiency	16.6 Seer

Option #3 Bid Price $9,327.00
2 – Lennox Merit Series Model #13GEP36A075ALP as fired roof mounted package units.

Capacity	3 tons
Efficiency	13 Seer

Payment
100% at the completion of the installation

14

TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: January 15, 2013
☐ **Consent Agenda** ☒ **Regular Business**

Meeting Type: Regular Session

Reference Document: Resolution 2014-906

Agenda Title (be exact):
Discussion, consideration, and possible approval of RESOLUTION 2014-906, AUTHORIZATION TO SUBMIT APPLICATIONS AND IMPLEMENT CDBG REGIONAL ACCOUNT AND SSP PROJECTS: A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FY14 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG), CERTIFYING THAT SAID APPLICATION(S) MEET THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION(S).

Purpose and Background Information:
The CDBG program requires a series of resolutions to be submitted with the application(s). This resolution authorizes submission of the applications for the Arnold Street Improvement Street project, which includes removing and repaving Arnold Street, Arnold Terrace, and 3rd, 4th, and 5th streets. The resolution authorizes the Mayor to sign all documents necessary to implement and complete the activities.

Recommendation (Suggested Motion):
Move to approve Resolution 2014-906 as detailed above.

OR

Take no action, which would have the practical effect of becoming ineligible to receive CDBG funding.

Finance Review: ☐ **Budgeted** ☐ **Unbudgeted** ☒ **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: ☒ **Yes** ☐ **No** ☐ **N/A**

Attorney Comments: The attorney has reviewed the resolution and has no comments.

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

AUTHORIZATION TO SUBMIT APPLICATIONS
AND IMPLEMENT CDBG PROJECTS
RESOLUTION NO: 2014-906

A RESOLUTION OF THE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION(S) FOR FY 2014 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the *Town of Camp Verde, Arizona* is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within these application(s) address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations:

NOW, THEREFORE, BE IT RESOLVED THAT the *Mayor and Common Council* of the *Town of Camp Verde* authorize application to be made to the State of Arizona, Department of Housing for FY 2014 CDBG funds, and authorize the *Mayor* to sign application and contract or grant documents for receipt and use of these funds for the *Townsite Street Improvement Project, Phase III located between Hollamon and Arnold Streets* and authorize the *Mayor* to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the *Town of Camp Verde* will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the(these) application(s).

Passed and adopted by the *Mayor and Common Council* of *Town of Camp Verde* this 15 day of January, 2014.

Charles German	*Mayor*
ATTEST:	APPROVED AS TO FORM:
Deborah Barber, MMC, Town Clerk	*W.J. Sims, Town Attorney*

15

TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: January 15, 2014 **Meeting Type:** Regular Session
☐ **Consent Agenda** ☒ **Regular Business**

Reference Document: Resolution 2014-907

Agenda Title (be exact):
Discussion, consideration, and possible approval of RESOLUTION 2014-907 – Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974 as amended: A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting a Residential Antidisplacement and Relocation Assistance Plan for FY14, as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended.

Purpose and Background Information:
The CDBG program requires a series of resolutions to be submitted with the application(s). This resolution adopts a residential antidisplacement and relocation assistance plan. None of the proposed projects will displace citizens; however, the resolution is required to maintain eligibility to receive CDBG funding.

Recommendation (Suggested Motion):
Move to approve Resolution 2014-90.

OR

Take no action, which would have the practical effect of becoming ineligible to receive CDBG funding.

Finance Review: ☐ **Budgeted** ☐ **Unbudgeted** ☒ **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: ☒ **Yes** ☐ **No** ☐ **N/A**

Attorney Comments: The Town Attorney had no comments.

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

Action Report prepared by: D. Barber

RELOCATION ASSISTANCE PLAN

As required under Section 104(d) of the
Housing and Community Development Act of 1974 as amended
RESOLUTION NO. 2014-907

A RESOLUTION OF THE *MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA* ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR FY 2014, AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential antidisplacement and relocation assistance plan; and

WHEREAS, the *Town of Camp Verde* is submitting an application to the Arizona Department of Housing for Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the *Mayor and Common Council* of the *Town of Camp Verde,* do hereby adopt the residential antidisplacement and relocation assistance plan as described below.

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The *Town of Camp Verde* will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the *Town of Camp Verde* will make public and submit to the ADOH CDBG Program the following information in writing:

1. A description of the proposed activity;

2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and a time schedule for the provision of replacement dwelling units; and

6. The basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy.

7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan (CP).

The *Town of Camp Verde* will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the ACT, the *Town of Camp Verde* will take the following steps to minimize displacement of persons from their homes:

1. Coordinate code enforcement with rehabilitation and housing assistance programs.

2. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.

3. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.

4. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.

5. Adopt policies to identify and mitigate displacement resulting from intensive public investment neighborhoods.

6. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.

7. Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.

8. Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.

Passed and adopted by the Mayor and Common Council of the Town of Camp Verde this 15 day of January, 2014.

_____

Charles German, Mayor

ATTEST:

_____

Deborah Barber, MMC, Town Clerk

APPROVED AS TO FORM:

_____

W. J Sims, Town Attorney

14

TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: January 15, 2014 **Meeting Type**: Regular Session
☐ **Consent Agenda** ☒ **Regular Business**

Reference Document: Resolution 2014-908

Agenda Title (be exact):
Discussion, consideration, and possible approval of RESOLUTION 2014-908, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona committing local funds as leverage for FY 2014 Community Development Block Grant application(s).

Purpose and Background Information:
The CDBG program requires a commitment of funds when there are not enough CDBG funds available to complete a project. The project costs are estimated at $410,748.45. We anticipate receiving $264,719 in CDBG funding, which leaves a shortfall of approximately $151,829. This resolution commits Town funding to complete the Townsite Improvement Project – Phase III – Arnold Street Improvements. $5,300 of the $264,219 is administrative funds that will be used to reimburse advertising costs and for NACOG.

Recommendation (Suggested Motion):
Move to approve Resolution 2014-908

OR

Take no action, which would have the practical effect of becoming ineligible to receive CDBG funding for this project.

Finance Review: ☐ **Budgeted** ☐ **Unbudgeted** ☒ **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: ☒ **Yes** ☐ **No** ☐ **N/A**

Attorney Comments: N/A

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

COMMITMENT OF LOCAL LEVERAGED FUNDS/RESOURCES

RESOLUTION NO. 2014-908

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVPAI COUNTY, ARIZONA COMMITTING LOCAL FUNDS AS LEVERAGE FOR AN FY 2014 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION(S).

WHEREAS, the Town of Camp Verde has adopted Resolution Number 2014-906 which authorizes submission of an application(s) to the State of Arizona, Department of Housing for Community Development Block Grant (CDBG) funds for FY 2014; and

WHEREAS, that application indicates that approximately $151,829 (one hundred fifty one thousand, eight hundred and twenty nine dollars) will be committed by the Town of Camp Verde as leveraged funds, in the form of **cash or resources** to be used to implement Activity #2. Townsite Improvement Project, Phase III Street Improvements between Arnold and Hollamon Streets; and

WHEREAS, the CDBG Program requires that all local leveraged funds/resources be committed in the form of a resolution by the governing body, and that such a commitment contain an opinion by the applicant's legal counsel that the leveraged funds represent a binding commitment, legally enforceable under State laws,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council hereby commit $151,081 to the CDBG Program, to be used for the following: Townsite Improvement Project, Phase III, Street Improvements, for engineering, inspection, equipment, employees, pavement, etc., contingent upon the receipt of the **FY 2014** CDBG assistance; and that the Mayor and Common Council of the Town of Camp Verde hereby state that this commitment is legally binding based on the legal opinion of the Town attorney, and that such funds will be available for an audit at the termination of the grant, if so required by ADOH.

Passed and adopted by the Mayor and Common Council of the Town of Camp Verde, this 15 day of January 2014.

_____

Charles German, Mayor

ATTEST:

_____

Deborah Barber, MMC, Town Clerk

APPROVED AS TO FORM:

_____

W.J. Sims, Town Attorney

Engineer's Estimate

Townsite Street Improvements Phase II
3rd, 4th, & 5th Streets, Arnold Street, and Arnold Terrace
Date: November 18, 2013

Project Administration

Item #	Description	Units	Qty	Unit Cost	Sub Total
1	Mobilization	LS	1	$5,678.55	$5,678.55
2	Administration	LS	1	$3,785.70	$3,785.70
3	Qaulity Control/Testing	LS	1	$7,571.40	$7,571.40
4	Construction Staking	LS	1	$3,785.70	$3,785.70
5	Traffic Control	LS	1	$11,357.10	$11,357.10
				TOTAL	**$32,178.45**

Project Construction

Item #	Description	Units	Qty	Unit Cost	Sub Total
1	Remove and Dispose Existing Asphalt	SY	9,620	$8.50	$81,770.00
2	Adjust Water Valve to Finished Grade	EA	5	$450.00	$2,250.00
3	Adjust Man Hole to Finished Grade	EA	8	$650.00	$5,200.00
4	Adjust Survey Monument to Finish Grade	EA	3	$250.00	$750.00
5	3" AC/6" AB Pavement Section	SY	9,620	$30.00	$288,600.00
				TOTAL	**$378,570.00**

Total Construction Cost	**$410,748.45**

Arizona Department of Housing

FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATION SUMMARY

1. Applicant:

ITEM		a. CDBG $	b. Non-CDBG $*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement		$5,000		$5,000
3. Salaries, Wages, Fringe Benefits	% or Hours			
3.1 Position #1 Title:				
3.2 Position #2 Title:				
3.3 Position #3 Title:				
3.4 Position #4 Title:				
4. Professional Services (Contractual)				
4.1 For:				
4.2 For:				
4.3 For:				
5. Travel				
6. Office Supplies and Equipment				
7. Advertising/Publications		$300		$300
8. Indirect Costs (% documented by cost allocation plan)				
9. Other Operating Expenses *(specify)*				
9.1 Item 1:				
9.2 Item 2:				
9.3 Item 3:				
9.4 Other (Fair Housing, Section 504, etc.)				
10. **TOTALS**		$5,300		$5,300

*** Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.**

11. a. Indicate who will be in charge of the financial record keeping (give name and title): Deborah Barber, Town Clerk/CDBG Program Administrator and Mike Showers, Finance Director

b. Provide the street address for the location of the financial records: 473 S. Main St., Ste 102, Camp Verde, AZ 86322

12. Provide a narrative explanation on the source of funds listed in column b. identified as Leverage (L) or Other (O):

Arizona Department of Housing

FORM 3
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY BUDGET

1. Applicant: Town of Camp Verde	2. Activity Name: Townsite Improvement Project Phase III - Street Improvements		
	a. CDBG $	b. Non-CDBG $ *	c. TOTAL $
3. Environmental Review Record Check box if included in Administration: ☒			-0-
4. Design/Engineering/Inspection (or other Professional Services related to project) Previously Procured ☐ Procure ☐ In-House ☒			
5. Construction Contract Work (include materials and DB wage rates)	258,919	151,829	410,748
6. Fixed Asset Equipment			-0-
7. Land Acquisition (includes easements) (*must comply with the Uniform Relocation Act)*			-0-
8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure ☐ In-House ☐			-0-
9. Other (specify or attached as page)			-0-
10. For City/Town, County or Other Construction			
10.1 Purchase of Materials			-0-
10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.)			-0-
10.2.b Offenders			-0-
10.2.c Volunteers			-0-
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)			-0-
10.4 Other (attached as page)			-0-
11. TOTALS	258,919	151,829	410,748

*** Indicate in parentheses if the amount on Non-CDBG is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.**

12. Provide a narrative explanation on the source of Non-CDBG funds listed in column b. identified as Leverage (L) or Other (O): Town of Camp Verde will pay for all expenses above the CDBG award.

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 15, 2014

☐ *Consent Agenda* ☒ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation*

Requesting Department: Councilor Bruce George

Staff Resource/Contact Person: Councilor George

Agenda Title (be exact): Discussion, consideration, and possible direction to staff to prepare an ordinance recognizing Civil Unions in order to support the right of every person to enter into a lasting and committed relationship with the partner of his or her choice regardless of gender or sexual orientation.

List Attached Documents: Sedona and Cottonwood Ordinances

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

☐ ***Department Head:***

☐ ***Town Attorney Comments:*** N/A.

☐ ***Finance Department***
Fiscal Impact:
Budget Code: _____ ***Amount Remaining:*** _____
Comments:

Background Information: In recent months, other Verde Valley communities have adopted Civil Union ordinances that recognize individual rights to enter into meaningful and lasting relationships. I believe that the Town of Camp Verde should also support an environment that recognizes these individual rights.

Recommended Action (Motion): Direct staff to prepare an ordinance to recognize Civil Unions and bring back to Council for consideration.

Instructions to the Clerk: N/A

ORDINANCE NO. 2013-05

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE CITY CODE TITLE 5 (BUSINESS LICENSES AND REGULATIONS) BY ADDING SECTION 5.40 (CIVIL UNIONS); PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF ANY ORDINANCE OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.

WHEREAS, the Mayor and Council of the City of Sedona support the right of every person to enter into a lasting and meaningful relationship with the partner of his or her choice, , regardless of the gender or sexual orientation of the parties thereto; and

WHEREAS, the Arizona Attorney General has recognized the ability of Arizona cities and towns to enact ordinances that are designed to facilitate the memorialization of such agreements; and;

WHEREAS, to the full extent of its authority to do so, and to no further extent, the City of Sedona exercises its authority to express its support for the right of all individuals to manage their personal affairs through the formation of contractual agreements and the designation of agents.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Amendment of Title 5 of the City Code by adding Section 5.40

Those proposed amendments as set forth in that document entitled: "2013 Amendments to the Sedona City Code Regarding Civil Unions" incorporated as Exhibit A and established as a public record by Resolution No. 2013-21 are incorporated herein by reference and are hereby adopted as amendments to the Sedona City Code as though set forth fully herein.

Section 2. Savings Clause

If any section or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

Section 3. Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and City Council of the City of Sedona, Arizona, this 24th day of September, 2013.

Robert M. Adams, Mayor

ATTEST:

Susan L. Irvine, City Clerk

APPROVED AS TO FORM:

Mike Goimarac, City Attorney

Exhibit A

2013 Amendments to the Sedona City Code Regarding Civil Unions

Chapter 5.40 Civil Unions

5.40.010 Registered Civil Unions Defined

A. As used in this Chapter, the term "registered civil union" exists between two persons if one or more of the following is true:

1. The persons who meet the criteria for civil union have filed a statement of civil union with the City Clerk on the form provided by the City and paid the required fee.

2. The persons have a valid certificate of domestic partnership issued by another jurisdiction and meet the criteria for civil union between each other set forth in this article.

3. The persons are legally recognized as civil union spouses in another jurisdiction and meet the criteria for civil union between each other set forth in this article.

5.40.020 Criteria for Civil Union

A. For purposes of this Chapter, civil union partners are two persons:

1. Not related by blood closer than would bar marriage in the State of Arizona;

2. Neither of whom is in a marriage expressly recognized by the State of Arizona or in any domestic partnership and/or civil union with another person;

3. ~~Both~~ Each of whom ~~are~~ is eighteen years of age or older;

4. ~~Both~~ Each of whom ~~are~~is competent to enter into a contract.

5.40.030 Statement of Civil Union; Additional Evidence of Civil Union

A. Civil Union Partners may make an official record of their civil union by executing a "Civil Union Registration Statement" on the form prescribed by the City.

B. The statement must include a declaration that the persons are in a relationship of mutual support, caring and commitment and are responsible for each other's welfare. For these purposes, "mutual support" means that they contribute

mutually to each other's maintenance and support.

C. The statement must include a declaration that both persons agree to file a termination of the civil union if there is a change in the status of their relationship such that they cease to meet the criteria for a civil union under this Ordinance.

D. The ~~sworn~~ statement shall include the date on which the civil union was registered, and the mailing addresses of both partners. The civil union statement shall further state that the civil union partners meet the criteria set forth in Section 5. 40.020.

E. In addition to the registration statement, civil union partners may submit to the City, and the City shall maintain, a statement or list describing any additional documents, such as contracts and agreements that document the rights, responsibilities and obligations that the civil union partners have established by and between each other. In order to prevent public access to private personal information, civil union partners may not submit, and the City will not maintain, the contracts and agreements themselves. By way of example, the statement or list of additional documents evidencing the parties' civil union may include a description of:

1. Agreements between the parties regarding the management and ownership of real and personal property.

2. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding the existing children or other family members of one or both of the parties.

3. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding prospective children of one or both of the parties.

4. Agreements between the parties regarding the disposition of their property upon the death of either party.

5. Agreements for resolving any disputes that may arise should the relationship dissolve, through alternative dispute resolution procedures or otherwise.

6. Documents that establish any other rights or obligations that may be legally exchanged by and between the parties.

F. As part of the registration statement, the parties to a civil union may include a statement describing their shared intentions regarding the scope of the relationship, regardless of whether or not they have entered into any contracts or agreements of the kind described in subparagraph E above.

G. Any documents described in the statement or list provided to the City pursuant to subsection E above, and any statement of shared intent provided pursuant to subsection F above, shall only be effective as provided under Arizona law and any other applicable law, and the fact that the statement or list has been submitted to the City and/or is maintained by the City shall not affect whether those documents are enforceable or binding upon the parties thereto. For example, some agreements may require additional documentation or formalities in execution in order to effectuate their intent under Arizona law.

5.40.040 Termination of Civil Union

A. A civil union shall terminate upon the occurrence of any one of the following:

1 The death of one of the partners.

2 The filing of a sworn termination statement with the City Clerk on the form prescribed by the City. The person filing the sworn termination statement shall declare that the civil union is terminated and, if the termination statement has not been signed by both parties to the civil union, that the other person has been notified in writing of such termination at the last known address of such person;

3 The marriage, expressly recognized by the State of Arizona, of either one of the Civil Union partners.

5.40.050 Fees; civil union certificate

A. The fee for filing a civil union statement and any attachments shall be fifty dollars ($50.00) which entitles the person filing the statement on behalf of the civil union to two (2) certified copies of the official statement, which shall constitute civil union certificates.

1 The fee for obtaining additional copies shall be ten dollars ($10.00) per copy.

2 The fee for filing a termination of civil union statement shall be ten dollars ($10.00).

5.40.060 Rights of registered civil union partners

A. Health care visitation. All health care facilities operating within the City shall allow the registered civil union partner of a patient to visit such patient unless no visitors are allowed or the patient expresses a desire that visitation by the civil union partner be restricted. As used in this section, "health care facility" means every place, institution, building or agency, whether organized for profit or not, which provides facilities with medical services, nursing services, health screening services, mental health services, other health-related services, supervisory care services, personal care services or directed care services and includes home health agencies as defined in A.R.S. § 36-151 and hospice service agencies.

B. *Use of and access to City facilities.* All facilities owned or operated by the City, including but not limited to recreational facilities shall allow the registered civil union partner of a user to be included in any rights and privileges accorded a spouse for purposes of use of and access to City facilities.

C. *City employee benefits.* To the extent authorized by law, any City employee who is registered with the City as a civil union partner may designate his or her partner as a beneficiary of any of the benefits provided by the City in the same manner as a spouse of an employee.

5.40.070 Limitation of liabilities

A. Nothing in this article shall be interpreted to contravene the general laws of the State of Arizona.

B. Nothing in this article shall be construed to create additional legal liabilities greater than those already existing under law or to create new private causes of action.

C. By maintaining records provided by civil union partners pursuant to this article, including the statement or list of documents as described in section 5.40.030(e) and the statement of shared intent as described in section 5.40.030(f), the City does not make any representation or warranty that such documents, records or stated intentions are legally enforceable or valid.

5.40.080 Public Records

The statement of civil union, the civil union certificate and all documents provided to the City by civil union partners pursuant to this article shall be treated as a public record pursuant to the laws of the State of Arizona and shall be subject to disclosure upon request.

ORDINANCE NUMBER 604

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE MUNICIPAL CODE BY ADDING A NEW TITLE 16, CIVIL UNIONS.

WHEREAS, the Mayor and Council of the City of Cottonwood support the right of every person to enter into a lasting, meaningful, and committed relationship with the partner of his or her choice, regardless of the gender or sexual orientation of the parties thereto; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That Title 16 of the Municipal Code of the City of Cottonwood is hereby amended to read as follows:

Chapter 16.04 Civil Unions

16.04.010 Criteria for Civil Union Recognition and Registration

A. For purposes of this Chapter, two persons are eligible for recognition and registration as civil union partners if they meet all of the following criteria:

1. They are not related by blood closer than would bar marriage under the laws of Arizona.

2. Neither of them is in a marriage expressly recognized by the State of Arizona or in any civil union, domestic partnership or equivalent relationship with another person.

3. Each of them is eighteen years of age or older.

4. Each of them is competent to enter into a contract under the laws of Arizona.

16.04.020 Registration of Civil Union; Statement or List of Additional Agreements or Other Documents

A. Persons who meet the criteria for recognition as civil union partners set forth in Section 16.04.010 may make an official record of their civil union by executing a notarized statement of civil union on a form prescribed by the City Clerk.

B. The statement of civil union shall include a declaration that the persons are in a relationship of mutual support, caring and commitment and are responsible for each other's welfare.

C. The statement shall also include a declaration that both persons agree to file a termination of the civil union if there is a change in the status of their relationship such that they cease to meet the criteria for a civil union under this Chapter.

D. The statement shall include the date on which the civil union was registered, and the mailing addresses of both partners. The statement shall further state that the civil union partners meet the criteria set forth in Section 16.04.010.

E. In addition to the statement of civil union, civil union partners may also submit to the City Clerk, and the City Clerk shall maintain, a statement or list describing any additional documents, such as contracts and agreements that document the rights, responsibilities and obligations that the civil union partners have established by and/or between each other. Civil union partners shall not submit, and the City Clerk shall not maintain any such contracts and agreements. The statement or list of additional documents evidencing the parties' civil union may include but is not limited to the following:

1. Agreements between the parties regarding the management and ownership of real and personal property.

2. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding the existing children or other family members of one or both of the parties.

3. Agreements between the parties regarding the obligations that either or both may have agreed to assume regarding prospective children of one or both of the parties.

4. Agreements between the parties regarding the disposition of their property upon the death of either party.

5. Agreements for resolving any disputes that may arise should the relationship dissolve, through alternative dispute resolution procedures or otherwise.

6. Documents that establish any other rights or obligations that may be legally exchanged by and between the parties.

F. As part of the registration statement, the parties to a civil union may include a statement describing their shared intentions regarding the scope of the relationship, regardless of whether or not they have entered into any contracts or agreements of the kind described in subsection E above.

G. Any documents described in the statement or list provided to the City pursuant to subsection E above, and any statement of shared intent provided pursuant to subsection F above, shall only be effective as provided under Arizona law and/or any other applicable law, and the fact that the statement or list has been submitted to the City and is maintained by the City shall not affect whether those documents are enforceable or binding upon the parties thereto.

16.04.030 Issuance of Civil Union Certificate/Fees

A. Upon the filing of documentation that complies with the requirements of Section 16.04.020, the City Clerk shall provide the person(s) filing the statement on behalf of the civil union partners two certified copies of the statement, which shall constitute civil union certificates.

B. Additional civil union certificates may be provided to a civil union partner at a cost of five dollars ($5.00) per copy, or such other cost as may be set by resolution of the City Council.

16.04.040 Termination of Civil Union

A. For the purposes of this Chapter, a registered civil union shall terminate upon the occurrence of any one of the following:

1 The death of one of the civil union partners.

2 The filing of a notarized termination statement with the City Clerk on a form prescribed by the Clerk. The person filing the termination statement shall declare that the civil union is terminated and, if the termination statement has not been signed by both parties to the civil union, that the other person has been notified in writing of such termination at the last known address of such person.

3 The marriage, expressly recognized by the State of Arizona, of either one of the civil union partners.

16.04.050 Rights of Registered Civil Union Partners

A. Health Care/Hospice Visitation. All health care, hospice and similar facilities operating within the City shall allow the registered civil union partner of a patient to visit such patient unless no visitors are allowed or unless the patient expresses a desire that visitation by the civil union partner be restricted. As used in this section, health care facility means every place, institution, building or agency, whether organized for profit or not, which provides facilities with medical services, nursing services, health screening services, mental health services, other health-related services, supervisory care services, personal care services or directed care services and includes home health agencies as defined in A.R.S. § 36-151.

B. Use of and Access to City Facilities. All facilities owned or operated by the City shall accord registered civil union partners the same rights and privileges as are accorded a spouse for purposes of the use, enjoyment of and access to such facilities.

C. City Employee Benefits. To the extent not otherwise prohibited by law or by any contract to which the City is a party, a registered civil union partner of a City employee shall be treated as the spouse of the employee for purposes of sick leave, bereavement leave, and other similar employment benefits; and may be designated as a beneficiary of any of the other benefits provided by the City in the same manner and to the same extent as the spouse, including but not limited to health and life insurance benefits.

16.04.060 Governing Law/Limitation of Liabilities

A. Nothing in this Chapter shall be interpreted to contravene the general laws of the State of Arizona, which shall supersede any conflicting provisions herein.

B. Nothing in this Chapter shall be construed to create additional legal liabilities or to create new private causes of action.

C. By maintaining records provided by civil union partners pursuant to this Chapter, including the statement or list of documents as described in Section 16.04.020.E, and the statement of shared intent as described in Section 16.04.020.F, the City does not make any representation or warranty

that such documents, records or stated intentions are legally enforceable or valid.

16.04.070 Public Records

The statement of civil union, civil union certificate and any documents provided to the City by civil union partners and maintained by the City pursuant to this Chapter shall be treated as public records pursuant to the laws of the State of Arizona and shall be subject to disclosure upon request.

Section 2. That if any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 17TH DAY OF DECEMBER 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

Steven B. Horton
City Attorney

ATTEST:

Marianne Jiménez, City Clerk