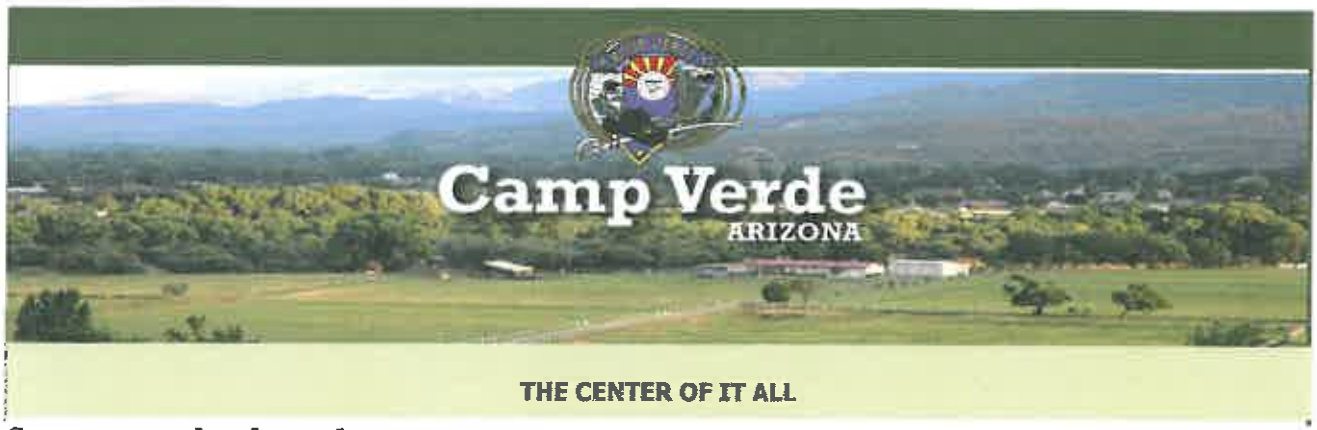

Support your local merchants.

AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, FEBRUARY 19, 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) Work Session – February 12, 2014
      2) Regular Session – February 5, 2014
      3) Retreat Session – January 24, 2014
      4) Work Session – January 22, 2014
   b) **Set Next Meeting, Date and Time:**
      1) FRIDAY, February 21, 2014 at 8:30 a.m. – Manager Goal Setting Retreat
      2) February 26, 2014 at 6:30 p.m. - Council Hears Planning & Zoning Matters - **CANCELLED**
      3) March 5, 2014 at 6:30 p.m. – Regular Session
      4) March 19, 2014 at 6:30 p.m. – Regular Session
      5) FRIDAY, March 21, 2014 at 8:30 a.m. – Work Session
      6) March 26, 2104 at 6:30 p.m. – Council Hears Planning & Zoning Matters
   c) **Possible approval of approval of a Facility Use Agreement with Kathy Reay DBA Hula Halau O'Ku'ulei.** Staff Resource Michael Marshall
   d) **Possible approval of a Facility Use Agreement with Lucy Couch DBA Children's Ballet.** Staff Resource: Michael Marshall
   e) **Possible approval of the FY 2014-15 Budget Calendar.** Mike Showers
   f) **Possible approval of Resolution 2014-911, a resolution of the Town of Camp Verde, Yavapai County, Arizona for support of the restoration of Arizona Highway User Revenue Fund (HURF) distribution to cities, towns, counties, and State highways.** Staff Resource: Russ Martin
   g) **Possible award of Job Order Contracts to Fann Environmental/Fann Contracting Joint Venture Partnership, Kinney Construction Services, McDonald Brothers Construction, Inc., Tiffany Construction, Hunter Contracting Co., J. Banicki Construction, Inc., Mulcaire & Son Contracting, LLC, Rocky Construction, Inc., SDB, Inc., Tierra Verde Builders, Alliance Streetworks, Inc. and Woodruff Construction.** Staff Resource: Ron Long
   h) **Possible approval of Resolution 2014-913, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, pertaining to the submission of projects for consideration Department of Homeland Security Grant (DOHA) in Arizona's 2014 Fiscal Year. Resolution allows authorization to proceed with a Department of Homeland Security grant to continue the upgrade of the interoperability radio communication process. Funding availability is unknown at this time, so the project may be completed in phases as funding becomes available.** Staff Resource Marshal Gardner

5. **Special Announcements and presentations:**
   - **Yavapai-Apache Nation presentation of a check to the Town from gaming funds pursuant to Section 12(d) of the Nation's Gaming Compact in the amount of $113,734, of which $11,734 is to be allocated for Town projects.**
   - **Library Director Kathy Hellman will introduce Sebra Choe and the Teen Advisory Board members who will inform Council and the public about their activities and accomplishments to include membership, mission, vision, current activities, and future goals.**

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

7. **Public Hearing followed by discussion, consideration, and possible recommendation of approval of a Series 12 Restaurant Liquor License for LaCasita Family Mexican Restaurant located at 37 W. Hollamon Street in Camp Verde.** Staff Resource: Debbie Barber

8. **Discussion, consideration, and possible approval of Resolution 2014-910, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving the "Town of Camp Verde Parks & Recreation 2014 Rules and Regulations".** Staff Resource: Michael Marshall

9. **Discussion, consideration, and possible authorization to use the remaining loan funds from the Water Infrastructure Finance Authority (WIFA) 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/Jan Grogan

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

11. **Discussion, consideration, and possible direction to staff relative to proposed legislation by the 51st State Legislature during its 2nd Regular Session that convened on January 13, 2014.** Staff Resource: Russ Martin

12. **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.

13. **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.

14. **Adjournment**

Posted by: [signature] Date/Time: 2-13-2014 2:30 p.m

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

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

4a.1

DRAFT MINUTES
WORK SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, FEBRUARY 12, 2014 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**
Vice Mayor Baker called the meeting to order at 5:30 p.m.

2. **Roll Call**
Vice Mayor Jackie Baker, and Council Members Bruce George, Carol German, Brad Gordon, Jessie Jones, and Robin Whatley were present. Mayor German was absent.

Also Present
Finance Director Mike Showers, Community Development Director Mike Jenkins, Public Works Director Ron Long, Town Manager Russ Martin, Town Clerk Deborah Barber, and Recording Secretary Lynn Riordan.

3. **Pledge of Allegiance**
Vice Mayor Baker led the pledge.

4. **Discussion and consideration of a proposal by the Verde Valley Archaeological Center to lease the Town-owned property located at Oasis Road and SR 260.** Staff Resource: Russ Martin
Russ Martin introduced Ken Zoll. Martin gave a general update on status of a proposal from Verde Valley Archaeological Center. Ken Zoll provided a proposed conceptual drawing to Council members for modification of the property to accommodate the Center needs, parking, buildings, and landscaping. Mr. Zoll advised that an assessment of the current grounds and buildings is needed because the Center is applying for grants from the National Preservation Association. Additionally, the Center is experiencing an increase in membership. Fund raising campaigns will start next week to raise capital for this project in addition to applying for grants. Mr. Zoll is hopeful to break ground on this project in 2016 using a lease-purchase option or agreement with the Town of Camp Verde, and possible with the Prescott National Forest for use of adjacent land. Council members discussed the proposal. Council supported the proposal and believed that this project would be economically beneficial to the Town.

Martin advised that staff would continue to work the Mr. Zoll and the Verde Valley Archaeological Center on this project as proposed.

Public Input
Tony Gioia and Rob Whitt spoke in support of the proposal.

5. **Discussion of and possible direction to staff relative to the Town's current financial status. Discussion may include, but not be limited to revenues, expenses, CIP projects, the Chamber of Commerce request for funding, Rio Verde Plaza, Council tablets, Council voting system, the upcoming budget outlook and process, etc.** Staff Resource: Mike Showers

CIP, Special Revenue and Contingency Fund:
Russ Martin addressed the council regarding proposed budget matters, reduction of spending and prioritizing projects in the upcoming year, primarily the General Fund, Special Revenue and Capital Improvements, requesting direction from the Council on which projects should be cut or postponed to balance this year's budget. Martin reviewed the budget projection report with Council.

Mike Showers advised that the budget shortfall for fiscal year 2013-2014 is anticipated to be approximately $350K (notwithstanding the contingency fund of $200K).

After discussion, the following special revenue and capital improvements will be modified to meet budget needs:

- Continue with road/easement abatement only for Community Park Development, with placing the remaining portion of the Community Park Development on hold until next fiscal year (approximate saving $45,000);
- Continue with Gym Doors;
- Continue with Bashas Drainage;
- Continue with Verde Lake Culverts;
- Continue with Rezzonico Park Improvements;
- Put Finney Flat Sidewalk on hold – unless grant funds are available (approximate cut $90,000);
- Put Downtown Parking Lot on hold (approximate cut $47,000) until next fiscal year;
- Delete the Public Works Remodel and revisit during budget sessions.

The Council commended staff on the continued savings in operations and directed staff to continue to try to save money from general fund/operations as recommended by Showers who advised that approximately $65,000 could be cut from the General Fund. Council agreed to discuss these matters in two months, at which time they would like to know what the actual revenues and expenditures are.

As for the remaining items that were listed in the agenda title, Council agreed to the following:

- Chamber of Commerce request for funding – denied with agreement from Baker, German, Jones, Gordon and Whatley. George supported the $12,000 request.
- Rio Verde Plaza improvements – denied with no opposition. This matter will be revisited following an assessment and inspection report of the structural soundness of the building.
- Council tablets and voting system – denied with no opposition.

6. **Discussion and possible direction to staff to research the material provided and proceed with the zoning process to enact laws that ensure that marijuana dispensaries, infusion facilities, and growing facilities are located in appropriate areas away from schools, parks, or other areas that might be easily accessed by children.**

Council Member Gordon proposed a modification to the Town Ordinance with respect to Marijuana dispensaries, infusion facilities and growing facilities within the Town Limits, specifically distances from schools, daycare facilities and churches and additional restrictions.

Council Member George addressed the proposed modifications, noting that State Statutes already provide strict guidelines for licensing of marijuana dispensaries and facilities. He also noted that changes in the current Town Ordinance must be approved through the Planning and Zoning Commission process. There were questions as to statutory time frames.

Council recommended that the Town Attorney review the proposed modifications and increased restrictions. After review, staff was directed to move forward with the P&Z Commission/Council approval process to modify the P&Z Ordinance relative to medical marijuana.

7. **Adjournment**
Vice Mayor Baker adjourned the meeting at 7:50 p.m.

_____
Charles German, Mayor

_____
Lynn Riordan, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the discussion of the Mayor and Common Council of the Town of Camp Verde during the Work Session of the Town Council of Camp Verde, Arizona, held on February 12, 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2014.

_____
Deborah Barber, Town Clerk

H.O.2

DRAFT MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COMMUNITY CENTER · 51 E. HOLLAMON STREET
WEDNESDAY, FEBRUARY 5, 2014 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**
Vice Mayor Baker called the meeting to order at 6:30 p.m.

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

Also Present
Manager Russ Martin, Marshal Nancy Garner, Commander Bruce Gimt, Library Director Kathy Hellman, Town Clerk Deborah Barber, Deputy Town Clerk Virginia Jones, and Recording Secretary Saepyol Choe.

3. **Pledge of Allegiance**
Vice Mayor Baker led the pledge.

4. **Consent Agenda –** All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
   a) **Approval of the Minutes:**
      1) Regular Session – January 15, 2014
      2) Work Session – January 8, 2014
   b) **Set Next Meeting, Date and Time:**
      1) February 12, 2014 at 5:30 p.m. – Work Session
      2) February 19, 2014 at 6:30 p.m. – Regular Session
      3) February 26, 2014 at 6:30 p.m. - Council Hears Planning & Zoning – **CANCELLED**
   c) **Possible approval of re-appointment for E. Eugene Neil, Esq. as an Assistant Magistrate for Camp Verde Municipal Court for a two (2) year term, effective March 6, 2014, and setting an hourly pay rate of $38.00 per hour on an as needed basis with a three hour minimum.** Staff Resource: Magistrate Harry E. Cipriano.
   d) **Possible authorization for the Marshal to proceed with a Purchase Order to Motorola in the amount of $120,331 to purchase equipment and service. This amount will be reimbursed by the Department of Homeland Security grant award in the amount of $120,331.** Staff Resource: Marshal Gardner

   On a motion by George, seconded by Gordon, Council unanimously voted to approve the Consent Agenda.

5. **Special Announcements and presentations:**
   a) **Proclamation designating March 30, 2014 as Vietnam Veterans Remembrance Day**

   Vice Mayor Baker read and approved the Proclamation designating March 30, 2014 as Vietnam Veterans Remembrance Day.

6. **Call to the Public for Items not on the Agenda.**
Library Director Kathy Hellman introduced the new Youth Services Librarian Dianne Manasse.

Councilor George requested the following item:

7. **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.**

The motion by George, seconded by Whatley, for staff to prepare an ordinance recognizing Civil Unions, failed

with Councilors George, Jones, and Whatley voting "Yay" and Councilors German, Baker, and Gordon voting "No."

George quoted the Declaration of Independence and compared the issue of Civil Union to women's rights and the civil rights movement, calling it a matter of equality, liberty, and justice.

Vice Mayor Baker opened the public hearing and explained that a 3-minute time limit would be imposed, as well as Robert's Rules of Order, which does not permit applause. She asked the public to raise their hands to signify agreement with the speaker and asked large groups to appoint one representative speaker.

Public Hearing: Fourteen members of the public shared their viewpoints.

Positions opposed to preparing a Civil Union ordinance:

1. Richard Anderson, a retired AZ Superior Court judge, cited court case examples and argued that Civil Union is detrimental to children; and that, if passed; the ordinance would announce the Town's indifference to the plight of children.

2. Shirley Brinkman agreed that Civil Union is hard on kids and asked Council to put it before the voters.

3. Jim Meredith asked why the Council felt rushed to take this matter when there is no urgent push for same-sex rights in Camp Verde and when the state of AZ voted against sex-sex marriage in 2008. He pointed out that the Constitution also states marriage is between a man and a woman; and that the Town should follow the example of the State.

4. Randy Strickland thanked Council for recognizing Vietnam veterans. He stated that he was a Christian and asked why an ordinance was necessary. He warned against following the precedent set by the rest of the Verde Valley, which could lead to becoming like southern California–where children can determine their own gender and which restroom they want to use. He stated that the phrase "regardless of sexual orientation" is too vague, and that it needs to be more definitive and restrictive. He asked Council to consider where this ordinance could lead and asked them to focus more attention on more important matters such as vacant businesses.

5. Resident Tom stated that the greater threat to society was not divorce, but Civil Union discouraging people from getting married in the first place. He stated that Civil Union makes it so that people can sign a paper and pay a fee for rights, then just as easily dissolve the union. He pointed out that Civil Union would be open to everyone, not just same-sex couples and threaten marriage itself. He asked if that is what Council really wants, and if so, to remember the power that voters have.

6. Resident Fred asked that Council not put into law and give credibility to actions that are against God, and thanked Council for the public forum.

7. Laura Hammond, a resident of 47 years, stated that it was a matter of honoring God and expressed her desire to keep Camp Verde a good place to live for her multi-generational family.

Middle Positions:

1. Tony Gray cited the downfall of great empires and nations in history that crumbled due to religious or other types of intolerance. He stated that it is possible to tolerate others' choices without having to agree or embrace them, noting that America is a nation characterized by tolerance.

2. Cheryl Wischmeyer admitted mixed emotions about the subject and stated the importance of showing respect despite differing viewpoints. She stated that Camp Verde is not like Sedona, Clarkdale, Cottonwood, or Jerome,

and that the Council should not decide for the Town, but that the public should have the opportunity to vote their beliefs.

3. Jim Bullard asked Council to put the vote before the people.

Positions supportive of preparing a Civil Union ordinance:

1. Linda Buchanan, a 35-year resident who works for Yavapai College and who has worked as a court-appointed special advocate for 20 years, stated that the issue is about commitment and our neighbors. She pointed out that divorce is a more devastating issue for children that happens to all types of couples. The more committed adults in a child's life, the better. It is not always a matter of public vote, but at times, the courageous act of one person that is necessary to stand up for what is right.

2. Patricia George, a volunteer for the Senior Center and a once court-appointed special advocate, described divorce, hatred, and bigotry as the problems. She asked Council to be "common-sense leaders" and take a stand, rather than put it before a public vote.

3. John O'Brien, from Sedona's Parents and Friends of the Lesbian and Gay (PFLAG) organization read a letter from their President, recommending that Council support the full civil rights of the Lesbian Gay Bi-sexual Transgender community and join the other four communities in Verde Valley.

4. Cat Davis, a resident and local business owner, stated that Civil Union is based on civil and not ecclesiastical laws. She expressed that the issue is not about trying to alter religious beliefs or marriage, but to promote love and tolerance, rather than segregation. She stated that laws that are harmful to others need to be changed and that this requires stepping outside of one's comfort zone.

Public Hearing closed.

Council discussion:
Gordon distributed copies of the newspaper article about Clarkdale Mayor's Civil Union initiative. Council again quoted the Declaration of Independence and expressed the possibility of being a Christian and also affirming the rights of others who wish to declare their commitment to one another. Council also expressed that Civil Union is more appropriately a state-level issue due to the mobility of people who cross all borders within the state.

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

9. **Council Informational Reports.**
Councilors George and Gordon attended a disaster preparedness meeting. Gordon attended meetings for the Verde Valley Land Preservation and General Plan. Baker highlighted the success of the Martin Luther King Jr. day celebration, and announced that Mayor German was absent due to recovering from surgery.

10. **Manager/Staff Report**
Town Manager Russ Martin thanked Council for attending the emergency management meeting, and announced that they hope to follow-up with other organizations for the Friday, April 25, 2014 All-Hazards county-wide exercise.

11. **Adjournment**

On a motion by Gordon, seconded by German, Council unanimously voted to adjourn the meeting at 7:30 p.m.

_____

Charles German, Mayor

_____

Saepyol Choe, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on February 5, 2014. 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

DRAFT MINUTES
COUNCIL MANAGER RETREAT
MAYOR AND COUNCIL
DENNY'S RESTAURANT · 1630 W. State Route 260, Camp Verde, AZ
Friday, January 24, 2014 at 9:00 a.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 9:04 a.m.

2. **Roll Call**
   Mayor German, Vice Mayor Baker, and Councilors Carol German, Bruce George, Brad Gordon, Jessie Jones, and Robin Whatley were present. Bruce George was present for the first half of the meeting until 11:00 a.m.

   Also Present
   Manager Russ Martin, Town Clerk Deborah Barber, and Recording Secretary Saepyol Choe.

3. **Welcome Address**
   Mayor German thanked everyone for attending and Deborah Barber explained the meeting guidelines for the retreat.

4. **Discussion of, but not limited to the following and in no particular order:**
   a. **There was discussion in the November 21, 2013 executive session that may have gone beyond the scope of the executive session agenda. No legal action was taken. There were, however, discussions that may have exceeded the executive session agenda. In order for the public to be aware of those discussions, Council will discuss acknowledging and reviewing the process whereby a request of the person chairing the meeting to stay within the bounds of permitted discussion be honored.**
      Deborah Barber explained the importance of strict adherence to open meeting laws and to the specific items on the Agenda. It is advisable to address certain disagreements privately rather than during the meeting. Council took responsibility for conduct and any infractions during the executive session, agreeing on the importance of proper conflict resolution, mutual respect, and public decorum.

   b. **Town Council Policies, Rules, and Procedures Manual (Rev. 12-12) Section of the Town Procedures and Operations Guide, which includes the following chapters – Rules of Procedure; Presiding Officer; Meetings of Town Council, and Boards, Commissions, and Committees; Meeting Agendas and Notices; Order of Business; Procedures for Conducting Meetings; Motions; Voting Procedure; Meeting Records; Conflict of Interest; Boards, Commissions, and Committees; Council and Candidate Relations with Town Staff; Correspondence Policies and Use of Personal Computers and Personal Electronic Devices for Town Business; Council Budget; Code of Conduct for Elected and Appointed Officials; and Summary of Good Government Rules for Elected and Appointed Officials.**
      Council and Staff reviewed the Town Council Policies, Rules, and Procedures Manual, highlighting points of emphasis, clarifying understanding, discussing best practices, and recommending possible amendments to the manual.

      Council requested an amendment to the "Executive Sessions" Section 3.3, using Prescott City Council's wording as a template, which specifies the purpose, scope, and confidentiality restrictions of executive sessions.

Council agreed on the importance of modeling proper procedures according to Robert's Rules of Order, and highlighted several important measures for facilitating effective and orderly Council sessions: 1) Announcing "Point of Order" or "Point of Privilege" to halt significant rule violations, 2) Educating and guiding the public and staff to follow proper procedures, 3) Installing a device that tracks the order in which Councilors press a button to speak and repositioning the 3-minute clock for better visibility 4) Asking large groups from the public to appoint one spokesperson, then asking citizens who agree to stand, 5) Ensuring that the public speaks from the podium, addresses only the Council, and distributes handouts through the Town Clerk, 6) Resolving conflicts with respect and discretion, with regard for the items specified on the Agenda, and 7) Announcing "Calling the Question" to close an unproductive debate.

Council reviewed the procedures for making and amending motions, noting that: 1) Council may discuss a motion before seconding it, that 2) it is not permissible to amend an amendment to an original motion, that 3) the person making the motion or the Town Clerk should restate the entire motion before voting to ensure clarity, that 4) the proper procedure is to state "I move . . ." then state the entire motion as written in the Agenda or Staff Recommendation if no amendment is required, and that 5) Council should listen for cues from the Staff and postpone motions when there is a need for additional information.

As a matter of standard operating procedure, Town Manager Russ Martin asked that Council: 1) keep him informed of any additional "Background Information" requests for Staff so he can ensure ample time for gathering the information or delay the Agenda item if needed; 2) speak directly to department heads and address only those questions or issues pertaining to that department; 3) use Work Sessions for Staff's routine reports instead of Regular Sessions, 4) prevent further discussion if citizens or Staff make a personal request for confidentiality, and that 6) Council

Council requested: 1) a one-page monthly financial report from Staff that offers a snapshot for each department, 2) timely reviews of Agenda Item Submission Forms and completeness of packets, 3) a rotation of Councilors for attending Agenda Meetings with priority given to those who requested an Agenda Item, 4) posting County and State issues on their website to invite civil action for matters brought to their attention which fall outside the scope of the Town Council, 5) stating "If there are no objections (pause), this meeting is Adjourned," instead of calling for a motion, 6) using careful wording in the background information for a Decision Agenda so as not to lead the Council, 7) raising hands to signify votes for the audience's benefit, 8) recusing oneself from a vote if there could be any perception of impropriety, 9) researching questions first with the Town Clerk before going to the Town Attorney, 8) discretion with government phones and tablets, which may be subpoenaed, 9) relocating the Personnel Clerk's office out of the Marshal's Office, 10) determining if there are any actionable items in an anonymous request before writing it off

c. **Council Direction Report**
There was no discussion on this item.

d. **Team Building Exercise(s)**
There was no discussion on this item.

e. **Policy guidance relative to strategic objectives (goals) that Council wishes to pursue and/or achieve in the upcoming year**
This item was rescheduled for another Council Manger Retreat on Fri, Mar 21, 2014 at 9:00 a.m.

5. Adjournment

Mayor German adjourned the meeting at 1:43 p.m.

_____

Charles German, Mayor

_____

Saepyol Choe, 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 Council Manager Retreat of the Town Council of Camp Verde, Arizona, held on January 24, 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2014.

_____

Deborah Barber, Town Clerk

MINUTES
WORK SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, JANUARY 22, 2014 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.

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

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

2. **Roll Call**
Mayor German, Vice Mayor Baker, and Councilors Whatley, George, Jones, and German were present. Council Gordon was absent.

Also Present:
Town Manager Russ Martin, Finance Director Michael Showers, Public Works Director Ron Long, Public Works Analyst Deborah Ranney, Town Clerk Deborah Barber, and Recording Secretary Marie Moore.

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

4. **Update and discussion of the Town's current financial status.** Staff Resource: Mike Showers

Town Manager, Russ Martin introduced the Financial Quarterly Report and advised Council this was an overview of the status and this topic will come before Council for further discussion on February 12, 2014.

Finance Director Michael Showers presented the Financial Report, which is attached and becomes a permanent part of this record.

Public Works Director Ron Long presented the Mid-Year Public Works Projects Status and Financial Report, which is attached and becomes a permanent part of this record.

Public Input:

Bob Johnson, referred to the January 8, 2014 Work Session and advised Council of a discussion he was involved in with a retired forest service employee regarding the statute requiring a property owner to maintain a certain amount of water retention on their property.

Ken Church, a Verde Lakes resident, inquired if Council would be considering the requirement of $325,000 to meet the granting agency's requirement for the Verde Lakes drainage project.
Town Manager, Russ Martin advised that the Town would be seeking half of the required funding from Yavapai County and the other half would need to be considered in the upcoming budget.

5. **Discussion regarding future involvement and efforts in Camp Verde's Adopt A Road and ADOTs Adopt a Highway Programs. Staff Resource: Russ Martin**

Martin advised the Council of the need for the Town's involvement with roadside cleanup and indicated the time and resources required for this project.

Councilor Whatley recommended the Town search out a volunteer group that might be willing to participate.

Councilor George expressed his desire for the Council members to adopt a highway, which in turn would ensure the participation of future council members.

Councilor German conveyed her support to the idea, recommended the Town contact the Stewards of Public Lands for assistance, and suggested utilizing the County Free Dump Day for large items collected.

Public Works Analyst Deborah Ranney, confirmed the Town has worked in conjunction with the Stewards of Public Lands in the past by using the dump truck for large items and paid the landfill fees, but was unsure of the status of the organization.

Mayor German stated he would like to see more involvement from the local schools and business owners.

Staff Marie Moore recommended contacting the Municipal Court and utilizing the Defendants who are unable to pay their Court fines.

6. **Discussion regarding Mayor's involvement in economic development.**

Mayor German indicated his desire to utilize his resources in the help of economic development for the Town.

Councilor George inquired about proper protocol for the Mayor or any Council member when producing a letter or engaging in communication prior to Council approval.

Councilor German indicated that she feels all Council members should be able to encourage economic development opportunities for the Town.

Town Clerk Deborah Barber, advised Council members to refer to the policies and procedures for direction on proceeding with written letters or statements without prior Council approval.

7. **Adjournment**

On a motion by Councilor Baker, seconded by Councilor Whatley, Council voted unanimously to adjourn the meeting at 7:01 pm.

_____

Charles German, Mayor

_____

Marie Moore, 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 January 8, 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2014.

_____

Deborah Barber, Town Clerk

4.2

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 19, 2014

☒ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☐ Presentation Only ☐ Action/Presentation ☐ Special Session

Requesting Department: Public Works – Parks & Recreation

Staff Resource/Contact Person: Michael Marshall

Agenda Title (be exact): Discussion and possible approval of Facility Use Agreement – Kathy Reay DBA Hula Halau O' Ku'ulei.

List Attached Documents: Facility Use Agreement between Town of Camp Verde and Kathy Reay DBA Hula Halau O' Ku'ulei

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

☒ **Department Head:** reviewed by Ron Long ☒ **Town Attorney Comments:** Template has been reviewed & Approved by W. Sims

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

Finance Director Comments/Fund:

Fiscal impact:

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

Comments:

Background Information: *Kathy Reay has been conducting ballet classes for Parks & Recreation. This agreement continues this arrangement without substantive changes. The term on this agreement will continue until June of 2015 at which time it is anticipated that it will shift to an annual renewal in June of each year.*

Recommended Action (Motion): Move to accept the Facilities Use Agreement between the Town of Camp Verde and. Kathy Reay DBA Hula Halau O' Ku'ulei

Instructions to the Clerk: Obtain Mayor's signature if passed by Council and update "S" Drive records.

Agenda Item Submission Form – Section II (Staff Report)

Town of Camp Verde

Agenda Item Submission Form – Section II (Staff Report)

Department: Public Works – Parks & Recreation

Staff Resource/Contact Person: Michael Marshall

Contact Information: (928)554-0828 michael.marshall@campverde.az.gov

Background: Kathy Reay has been teaching children's ballet classes for Parks & Recreation. This has been under a fee sharing authorized by Council where the Town receives 20% of fees for children's classes and 25% of fees for adult classes. She is required to purchase and maintain her own liability insurance for the duration of the agreement and to provide all materials needed for her classes. The agreement formalizes the arrangement with the Town and Kathy Reay DBA Hula Halau O' Ku'ulei

Statement of the Problem or Opportunity: It is the mission of Parks & Recreation to provide"...quality recreational, educational, cultural, fitness ... opportunities..." to its citizens. This Agreement allows us to continue to meet this mission.

Alternatives/Options/Solutions:

1) Refuse the Facilities Use Agreement - Classes may continue as there is not a regulatory requirement for an Agreement. However, the agreement signifies an ongoing commitment to support this program on the part of the Town and contributes to a stable relationship between the parties.

2) Adopt the proposed Facilities Use Agreement – this will allow continuation of a popular long term program benefitting the adults and children of Camp Verde.

Comparative Analysis:

Option 1 creates the possibility of loss and instability for this existing and popular program.

Option 2 improves our ability to provide this opportunity to Camp Verde adults and children.

Fiscal impact to the Town: This program brings in revenue while having minimal cost to the Town budget. The Town provides building space, maintenance, lighting, heat and cooling. The majority of these expenses are unchanged by any appreciable amount whether the space is utilized by these classes or not.

Other Impacts: This increases the variety of offerings by Parks & Recreation to residents.

Conclusion: A timely adoption of the proposed Facilities Use Agreement will allow continuation of a worthwhile and popular program while having little or no discernable impact on the budget.

Recommendation: Staff recommends Option 2 approving the Facilities Use Agreement with Kathy Reay DBA Hula Halau O' Ku'ulei as proposed in order to continue to provide quality offerings to Town residents.

Town of Camp Verde Facilities Use AGREEMENT

Between
The Town of Camp Verde
And
KATHY REAY DBA HULA HALAU O' KU'ULEI

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are the KATHY REAY DBA HULA HALAU O' KU'ULEI and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

For the Town:

Mayor Charlie German

Town of Camp Verde, 473 South Main Street, Rm. 102

Camp Verde, AZ 86322

HULA HALAU O' KU'ULEI

Kathy Reay

PO Box 891

Rimrock, AZ 86355

Purpose of this AGREEMENT: To facilitate certain uses of Town property, to support and promote KATHY REAY DBA HULA HALAU O' KU'ULEI, and opportunities that benefit the public, KATHY REAY DBA HULA HALAU O' KU'ULEI and the Town.

This Agreement is made with reference to the following factors:

1. **Property and Use**: The Town agrees that "KATHY REAY DBA HULA HALAU O' KU'ULEI" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for KATHY REAY DBA HULA HALAU O' KU'ULEI to promote the KATHY REAY DBA HULA HALAU O' KU'ULEI and benefit the public.

   The authorized Town facilities that KATHY REAY DBA HULA HALAU O' KU'ULEI may utilize for their CLASS TYPE: Room 206/207, bathrooms, and related parking lots.

   KATHY REAY DBA HULA HALAU O' KU'ULEI agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, KATHY REAY DBA HULA HALAU O' KU'ULEI agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that KATHY REAY DBA HULA HALAU O' KU'ULEI will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, KATHY REAY DBA HULA HALAU O' KU'ULEI agrees to leave any Town-assigned facility in as good order and condition as existed prior to KATHY REAY DBA HULA HALAU O' KU'ULEI use thereof. KATHY REAY DBA HULA HALAU O' KU'ULEI shall request the dates and times needed for facilities and coordinate the process through Parks & Recreation of the Town of Camp Verde.

2. **Relocation of Event**: The parties agree that under certain circumstances i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of any of KATHY REAY DBA HULA HALAU O' KU'ULEI use herein provided that such use can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for KATHY REAY DBA HULA HALAU O' KU'ULEI event.

3. **Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify KATHY REAY DBA HULA HALAU O' KU'ULEI by verbal notification (as well as in writing to KATHY REAY DBA HULA HALAU O' KU'ULEI, if time allows) of any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to KATHY REAY DBA HULA HALAU O' KU'ULEI for the preset time and place of said Town-assigned facility.

   KATHY REAY DBA HULA HALAU O' KU'ULEI also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if KATHY REAY DBA HULA HALAU O' KU'ULEI cannot hold their event for any reason, including emergencies. KATHY REAY DBA HULA HALAU O' KU'ULEI will timely notify the Town by verbal notification (as well as in writing to the Town, if time allows) of any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as KATHY REAY DBA HULA HALAU O' KU'ULEI is made aware that they will not meet at the pre-set time and place of said Town-assigned facility.

4. **Term**: The term of the AGREEMENT shall be for a period commencing on this 19th day of February, 2014, and end on this 30th day of June 2015, This AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. KATHY REAY DBA HULA HALAU O' KU'ULEI shall help coordinate this process through Parks & Recreation of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.

5. **Facility User Fees**: The Town of Camp Verde agrees to Co –Sponsor the KATHY REAY DBA HULA HALAU O' KU'ULEI program/class and allow reasonable access to Town facilities for a fee in the amount of 25% of fees generated for adult programs/classes and 20% of fees generated for youth programs/classes. The TOWN agrees as a co-sponsor of said program/class to assist with advertising in the form of press releases, copy flyers and to place on the Town website. Fees need to be paid by the 15th of each month to the Parks & Recreation office.

6. **Improvements**: KATHY REAY DBA HULA HALAU O' KU'ULEI shall <u>not</u> make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies or religious symbols brought to Town facilities by KATHY REAY DBA HULA HALAU O' KU'ULEI shall remain the property of KATHY REAY DBA HULA HALAU O' KU'ULEI. Storage of items on Town property by KATHY REAY DBA HULA HALAU O' KU'ULEI shall be limited and subject to approval by Parks & Recreation.

7. **Insurance:** In connection to the KATHY REAY DBA HULA HALAU O' KU'ULEI use of Town-assigned facilities the KATHY REAY DBA HULA HALAU O' KU'ULEI will:

   Procure at their own expense and maintain during the term hereof, a property insurance policy of General Liability Insurance of at least $1,000,000.00 per occurrence and $2,000,000.00 against claims for the bodily injury, death and property damage. Insurance provided by KATHY REAY DBA HULA HALAU O' KU'ULEI shall be primary and insurance provided by the Town shall not contribute to liability covered by KATHY REAY DBA HULA HALAU O' KU'ULEI's insurance coverage.

   The Organization's Certificate of Insurance/Description of Operations Box must: 1) name the Town as Additional Insured; and 2) include a description of operations.

   The KATHY REAY DBA HULA HALAU O' KU'ULEI shall provide, simultaneously, to the Town: 1) a Certificate of Insurance evidencing such insurance coverage; and 2) the Corresponding Endorsement relative to the Town being named as additionally insured; and 3) the fully executed facilities AGREEMENT.

   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.

   The KATHY REAY DBA HULA HALAU O' KU'ULEI shall keep said policy in force for the duration of this AGREEMENT, and for any extension thereof.

8. **Indemnification:** KATHY REAY DBA HULA HALAU O' KU'ULEI agrees to conduct its activities in the Facilities in a careful and safe manner. KATHY REAY DBA HULA HALAU O' KU'ULEI shall indemnity, defend and hold harmless the Town and its officials, officers and employees from and against any and all claims, losses, liability, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") arising out of this AGREEMENT but only to the extent that such Claims result in vicarious liability to the Town and its officials, officers and employees arising out of any act, omission, negligence, misconduct or other fault of KATHY REAY DBA HULA HALAU O' KU'ULEI or its officials, officers, agents, employees or invitees. In the event both Parties, including but not limited to employees, agents, students or invitees, participate in a liability-causing event, each Party shall contribute to the common liability at a pro rata share based upon its relative degree of fault as established by compromise, arbitration, or litigation. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by a Party to defend, hold harmless or indemnify the other Party shall be limited to, and payable only from, available insurance or self-insurance coverage for liability assumed by contract, if any, available as part of its general liability insurance program.

9. **Damage to Facility**: If any damage occurs to the facilities by KATHY REAY DBA HULA HALAU O' KU'ULEI, KATHY REAY DBA HULA HALAU O' KU'ULEI must compensate the Town in order to repair the facilities.

10. **Entire Understanding**: This AGREEMENT embodies the entire understanding and obligations between KATHY REAY DBA HULA HALAU O' KU'ULEI and the Town for all uses of Town-assigned facilities pursuant to this AGREEMENT. The parties shall not be bound by, nor is either Party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.

11. **Suspension and Termination**: A non-breaching Party may terminate this AGREEMENT for the failure of the other Party to comply with the provisions of this AGREEMENT by giving the other Party a thirty (30) day written notice of the failure to comply. Either Party may terminate this AGREEMENT immediately if the other Party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.

12. **Assignment and Subletting:** KATHY REAY DBA HULA HALAU O' KU'ULEI shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by KATHY REAY DBA HULA HALAU O' KU'ULEI pursuant to this AGREEMENT.

13. **Arbitration:** In the event of a dispute hereunder, either Party may exercise its right to cancel this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.

14. **Conflict of Interest:** The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of KATHY REAY DBA HULA HALAU O' KU'ULEI or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of KATHY REAY DBA HULA HALAU O' KU'ULEI or Town, and said employee or agent of the Town in any capacity, or a consultant to the Town or KATHY REAY DBA HULA HALAU O' KU'ULEI , with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.

15. **Governing Law:** The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is found by a court of record to be in valid, the remaining portions shall remain in full force and effect.

16. **Authority:** The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Town and avows that this AGREEMENT is binding upon the Town in accordance with its terms.

For The Town:

_____
Charlie German, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

_____
William J. Sims, Town Attorney

For KATHY REAY DBA HULA HALAU O' KU'ULEI

Printed Name: _____

Signature: _____

4d

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 19, 2014

☒ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☐ Presentation Only ☐ Action/Presentation ☐ Special Session

Requesting Department: Public Works – Parks & Recreation

Staff Resource/Contact Person: Michael Marshall

Agenda Title (be exact): Facility Use Agreement – Lucy Couch DBA Children's Ballet

List Attached Documents: Facility Use Agreement between Town of Camp Verde and Lucy Couch DBA Children's Ballet

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

☐ **Department Head:** ☒ **Town Attorney Comments:** Has been reviewed & signed by Town Attorney

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

Finance Director Comments/Fund:

Fiscal impact:

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

Comments:

Background Information: Lucy Couch has been conducting ballet classes for Parks & Recreation for many years. This agreement continues this arrangement without substantive changes. The term on this agreement will continue until June of 2015 at which time it is anticipated that it will shift to an annual renewal in June of each year.

Recommended Action (Motion): Motion to accept the Facilities Use Agreement between the Town of Camp Verde and Lucy Couch DBA Children's Ballet.

Instructions to the Clerk: Obtain Mayor's signature if passed by Council and update "S" Drive records.

Town of Camp Verde Facilities Use AGREEMENT

Between
The Town of Camp Verde
And
Lucy Couch DBA Children's Ballet

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are the Lucy Couch DBA Children's Ballet and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

For the Town:

Mayor Charlie German

Town of Camp Verde, 473 South Main Street, Rm. 102

Camp Verde, AZ 86322

For Children's Ballet

Lucy Couch

PO Box 601

Rimrock, AZ 86355

Purpose of this AGREEMENT: To facilitate certain uses of Town property, to support and promote Lucy Couch DBA Children's Ballet, and opportunities that benefit the public, Lucy Couch DBA Children's Ballet and the Town.

This Agreement is made with reference to the following factors:

1. **Property and Use:** The Town agrees that "Lucy Couch DBA Children's Ballet" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for Lucy Couch DBA Children's Ballet to promote the Lucy Couch DBA Children's Ballet and benefit the public.

   The authorized Town facilities that Lucy Couch DBA Children's Ballet may utilize for their Children's Ballet Classes: Room 204, Gym, bathrooms, and related parking lots.

   Lucy Couch DBA Children's Ballet agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, Lucy Couch DBA Children's Ballet agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that Lucy Couch DBA Children's Ballet will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, Lucy Couch DBA Children's Ballet agrees to leave any Town-assigned facility in as good order and condition as existed prior to Lucy Couch DBA Children's Ballet use thereof. Lucy Couch DBA Children's Ballet shall request the dates and times needed for facilities and coordinate the process through Parks & Recreation of the Town of Camp Verde.

2. **Relocation of Event:** The parties agree that under certain circumstances i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of any of Lucy Couch DBA Children's Ballet use herein provided that such use can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for Lucy Couch DBA Children's Ballet event.

3. **Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify Lucy Couch DBA Children's Ballet by verbal notification (as well as in writing to Lucy Couch DBA Children's Ballet, if time allows) of any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to Lucy Couch DBA Children's Ballet for the preset time and place of said Town-assigned facility.

   Lucy Couch DBA Children's Ballet also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if Lucy Couch DBA Children's Ballet cannot hold their event for any reason, including emergencies. Lucy Couch DBA Children's Ballet will timely notify the Town by verbal notification (as well as in writing to the Town, if time allows) of any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as Lucy Couch DBA Children's Ballet is made aware that they will not meet at the pre-set time and place of said Town-assigned facility.

4. **Term**: The term of the AGREEMENT shall be for a period commencing on this 19th day of February, 2014, and end on this 30th day of June 2015, This AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. Lucy Couch DBA Children's Ballet shall help coordinate this process through Parks & Recreation of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.

5. **Facility User Fees**: The Town of Camp Verde agrees to Co –Sponsor the Lucy Couch DBA Children's Ballet program/class and allow reasonable access to Town facilities for a fee in the amount of 25% of fees generated for adult programs/classes and 20% of fees generated for youth programs/classes. The TOWN agrees as a co-sponsor of said program/class to assist with advertising in the form of press releases, copy flyers and to place on the Town website. Fees need to be paid by the 15th of each month to the Parks & Recreation office.

6. **Improvements**: Lucy Couch DBA Children's Ballet shall <u>not</u> make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies or religious symbols brought to Town facilities by Lucy Couch DBA Children's Ballet shall remain the property of Lucy Couch DBA Children's Ballet. Storage of items on Town property by Lucy Couch DBA Children's Ballet shall be limited and subject to approval by Parks & Recreation.

7. **Insurance:** In connection to the Lucy Couch DBA Children's Ballet use of Town-assigned facilities the Lucy Couch DBA Children's Ballet will:

   Procure at their own expense and maintain during the term hereof, a property insurance policy of General Liability Insurance of at least $1,000,000.00 per occurrence and $2,000,000.00 against claims for the bodily injury, death and property damage. Insurance provided by Lucy Couch DBA Children's Ballet shall be primary and insurance provided by the Town shall not contribute to liability covered by Lucy Couch DBA Children's Ballet's insurance coverage.

   The Organization's Certificate of Insurance/Description of Operations Box must: 1) name the Town as Additional Insured; and 2) include a description of operations.

   The Lucy Couch DBA Children's Ballet shall provide, simultaneously, to the Town: 1) a Certificate of Insurance evidencing such insurance coverage; and 2) the Corresponding Endorsement relative to the Town being named as additionally insured; and 3) the fully executed facilities AGREEMENT.

   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.

   The Lucy Couch DBA Children's Ballet shall keep said policy in force for the duration of this AGREEMENT, and for any extension thereof.

8. **Indemnification:** Lucy Couch DBA Children's Ballet agrees to conduct its activities in the Facilities in a careful and safe manner. Lucy Couch DBA Children's Ballet shall indemnity, defend and hold harmless the Town and its officials, officers and employees from and against any and all claims, losses, liability, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") arising out of this AGREEMENT but only to the extent that such Claims result in vicarious liability to the Town and its officials, officers and employees arising out of any act, omission, negligence, misconduct or other fault of Lucy Couch DBA Children's Ballet or its officials, officers, agents, employees or invitees. In the event both Parties, including but not limited to employees, agents, students or invitees, participate in a liability-causing event, each Party shall contribute to the common liability at a pro rata share based upon its relative degree of fault as established by compromise, arbitration, or litigation. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by a Party to defend, hold harmless or indemnify the other Party shall be limited to, and payable only from, available insurance or self-insurance coverage for liability assumed by contract, if any, available as part of its general liability insurance program.

9. **Damage to Facility**: If any damage occurs to the facilities by Lucy Couch DBA Children's Ballet, Lucy Couch DBA Children's Ballet must compensate the Town in order to repair the facilities.

10. **Entire Understanding**: This AGREEMENT embodies the entire understanding and obligations between Lucy Couch DBA Children's Ballet and the Town for all uses of Town-assigned facilities pursuant to this AGREEMENT. The parties shall not be bound by, nor is either Party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.

11. **Suspension and Termination**: A non-breaching Party may terminate this AGREEMENT for the failure of the other Party to comply with the provisions of this AGREEMENT by giving the other Party a thirty (30) day written notice of the failure to comply. Either Party may terminate this AGREEMENT immediately if the other Party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.

12. **Assignment and Subletting:** Lucy Couch DBA Children's Ballet shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by Lucy Couch DBA Children's Ballet pursuant to this AGREEMENT.

13. **Arbitration:** In the event of a dispute hereunder, either Party may exercise its right to cancel this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.

14. **Conflict of Interest:** The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of Lucy Couch DBA Children's Ballet or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of Lucy Couch DBA Children's Ballet or Town, and said employee or agent of the Town or Yavapai College, in any capacity, or a consultant to the Town or Lucy Couch DBA Children's Ballet , with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.

15. **Governing Law:** The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is found by a court of record to be in valid, the remaining portions shall remain in full force and effect.

16. **Authority:** The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Town and avows that this AGREEMENT is binding upon the Town in accordance with its terms.

For The Town:

_____

Charlie German, Mayor

Attest: _____

Debbie Barber, Town Clerk

APPROVED AS TO FORM:

_____

William J. Sims, Town Attorney

For Lucy Couch DBA Children's Ballet

Printed Name: _____

Signature: _____

4.2

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 19, 2014

☒ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☐ Presentation Only ☐ Action/Presentation

Requesting Department: Finance Dept.

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Approval of Budget Calendar

List Attached Documents: Proposed Budget Calendar

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews Completed by:

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

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

Finance Director Comments/Fund:

Fiscal Impact: N/A.

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

Comments:

Background Information: Annual Approval

Recommended Action (Motion): Approve the Budget Calendar

Instructions to the Clerk:

Town of Camp Verde

Proposed Budget Calendar for FY 2014-15
per approval by Council on February 19, 2014

Date	Task
Feb. 18th	Finance Department distributes budget worksheets and instructions to department heads.
Feb. 19th	Brief Council and obtain approval of the budget calendar
Mar. 18th	Dept. worksheets due to Finance Director
Mar. 24th – 27th	Finance Dept. meets with Department Heads to review/discuss budget proposals.
Apr. 11th	Distribute draft budget with supplementary documentation to Council
Apr 30th	Council budget work sessions in Council Chambers. -Meet with Dept. Heads (4:00 p.m. - 7:00 p.m.)
May 2nd	Council budget work sessions in Council Chambers. -Meet with Dept. Heads (8:00 a.m. - 11:00 a.m.)
May 9th	Council budget review w/Town Mngr & Finance Director (8:00 a.m. - 11:00 a.m.) -Council Chambers
June 4th	Council Meeting: Final revisions and Possible Adoption of Tentative Budget
June 18th & June 25th	Budget advertisement in local newspapers & website
July 2nd	Special session to receive public input and Adopt Final Budget

**Please note that dates are estimates only and may change if necessary.*

4.f

RESOLUTION NO. 2014-911

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, FOR SUPPORT OF THE RESTORATION OF ARIZONA HIGHWAY USER REVENUE FUND (HURF) DISTRIBUTION TO CITIES, TOWNS, COUNTIES AND STATE HIGHWAYS

WHEREAS, the State of Arizona taxes motor fuels and collects a variety of fees and charges relating to the registration and operation of motor vehicles on the public highways of the state including gasoline and use-fuel taxes, motor-carrier taxes, vehicle-license taxes, motor vehicle registration fees and other miscellaneous fees; and

WHEREAS, these revenues are deposited in the Arizona Highway User Revenue Fund (HURF) for distribution to the cities, towns and counties and to the State Highway Fund; and

WHEREAS, these taxes represent a primary source of revenues available to the state and local governments for street and highway construction, improvements and other related expenses; and

WHEREAS, in the last ten years, more than $200 million in city and town HURF funds have been transferred to the Department of Public Safety, including more than $34 million in each of the last three years of money intended for municipal use and approximately $567,332 from the Town of Camp Verde since 2003; and

WHEREAS, the impact of this revenue loss is leading to the increased deterioration of our essential transportation infrastructure as well as a loss of construction-related jobs; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF CAMP VERDE, that in 2014 the Governor and State Legislature restore full funding of the HURF account to cities, towns, counties and the State Highway Fund according to the statutory distribution methodology for the intended purposes of road, street and highway construction, maintenance and preservation, and that all future HURF revenues be protected from diversions to other purposes.

PASSED AND APPROVED by a majority vote of the Common Council at the regular meeting of February 19, 2014.

Charles German, Mayor

February 19, 2014

ATTEST:

Approved as to Form:

Deborah Barber, Town Clerk

William J. Sims III, Town Attorney

4.9

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 19, 2014

☒ *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 the twelve responding contractors in order to provide a variety of Public Works, Streets, Stormwater and General Maintenance Construction services.

List Attached Documents: Twelve 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. Per Council direction at the Council meeting on January 15, 2014 all twelve responding contractors will be entering 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 twelve 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, Tiffany Construction, Alliance Streetworks, Hunter contracting Co., J.Banicki Construction, Inc., Mulcaire & Son Contracting, LLC, Rocky Construction, Inc., SDB Contraction Services, Tierra Verde Builders, and Woodruff Construction for a period of one year each.

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

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of February, 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 **19th** day of February, 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**

Town of Camp Verde

License # 2647

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 **19th** day of February, 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 **19th** day of February, 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.

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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

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of February, 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 **Hunter Contracting Co.** of the City of Gilbert, 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.

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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.

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3) General Conditions for Construction.

CONSTRUCTION SERVICES AGREEMENT

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

6) Performance and Payment Bonds.

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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

October 28, 2013

HUNTER CONTRACTING CO
720 N COOPER RD
GILBERT AZ 85233

Account # 2607

Your Business License for the period October 28, 2013 - October 27, 2014 is attached.

Total Fees Paid: **$ 50.00**

Town of Camp Verde

License # 2607

Yavapai County, Arizona

2013 - 2014 Business License

This is to certify that

HUNTER CONTRACTING CO

720 N COOPER RD

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 10/28/2013 – 10/27/2014

Type of business: GENERAL CONTRACTING CONTRACTOR

Deborah Barber
Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of February, 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 **J. Banicki Construction, Inc.** of the City of Tempe, 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.

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2. Miscellaneous

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CONSTRUCTION SERVICES AGREEMENT

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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 27, 2014

J. BANICKI CONSTRUCTION, INC
6423 S. ASH AVENUE
TEMPE AZ 85283

Account # 2651

Your Business License for the period January 27, 2014 - January 26, 2015 is attached.

Total Fees Paid: **$ 50.00**

License # 2651

Town of Camp Verde

Yavapai County, Arizona

2014 - 2015 Business License

This is to certify that

J. BANICKI CONSTRUCTION, INC

6423 S. ASH AVE

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 1/27/2014 – 1/26/2015

Type of business:

CONTRACTOR

Deborah Barber
Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of February, 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 **Mulcaire & Son Contracting, LLC** 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

November 12, 2013

MULCAIRE & SON CONTRACTING LLC
P.O. BOX 4055
CAMP VERDE AZ 86322

Account # 2087

Your Business License for the period November 1, 2013 - October 31, 2014 is attached.

Total Fees Paid: **$ 15.00**

Town of Camp Verde

License # 2087

Yavapai County, Arizona

2013 - 2014 Business License

This is to certify that

MULCAIRE & SON CONTRACTING LLC

2197 DERBY DR

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 11/01/2013 – 10/31/2014

Type of business: EXCAVATION CONTRACTOR

Deborah Barber
Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of February, 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 **Rocky 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.

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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.

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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.

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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 29, 2014

ROCKY CONSTRUCTION INC
661 E. HOWARDS RD STE B
CAMP VERDE AZ 86322

Account # 1648

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

Total Fees Paid: **$ 15.00**

License # 1648

Town of Camp Verde

Yavapai County, Arizona

2013 - 2014 Business License

This is to certify that

ROCKY CONSTRUCTION INC

661 E HOWARDS RD STE B

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: CONSTRUCTION GRADING CONTRACTOR

Deborah Barber
Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of February, 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 **SDB, Inc.** 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.

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

January 27, 2014

SDB, INC.
810 W. 1ST STREET
TEMPE AZ 85281

Account # 2652

Your Business License for the period January 27, 2014 - January 30, 2015 is attached.

Total Fees Paid: **$ 50.00**

Town of Camp Verde

License # 2652

Yavapai County, Arizona

2014 - 2015 Business License

This is to certify that

SDB, INC.

810 W. 1ST STREET

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 1/27/2014 – 1/30/2015

Type of business: GENERAL CONSTRUCTION CONTRACTOR

Deborah Barber
Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of February, 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 **Tierra Verde Builders** 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.

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3) General Conditions for Construction.

CONSTRUCTION SERVICES AGREEMENT

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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

License # 1965

Town of Camp Verde

Yavapai County, Arizona

2014 - 2015 Business License

This is to certify that

TIERRA VERDE INVESTMENTS

400 FINNIE FLAT RD 1D

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 2/01/2014 – 1/31/2015

Type of business: GENERAL CONTRACTOR

CONTRACTOR

Deborah Barber
Town Clerk

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of February, 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 **Alliance Streetworks 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

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

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2. Miscellaneous

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CONSTRUCTION SERVICES AGREEMENT

4) Special Terms and Conditions.

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6) Performance and Payment Bonds.

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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

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **19th** day of February, 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 **Woodruff Construction** 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

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2) Construction Services Agreement.

3) General Conditions for Construction.

CONSTRUCTION SERVICES AGREEMENT

4) Special Terms and Conditions.

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7) Insurance Requirements.

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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

4.h

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 19, 2014

☒ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☐ Presentation Only ☐ Action/Presentation ☐ Special Session

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Marshal Nancy Gardner

Agenda Title (be exact): ***Possible approval of Resolution 2014-913, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, pertaining to the submission of projects for consideration Department of Homeland Security Grant (DOHA) in Arizona's 2014 Fiscal Year. Resolution allows authorization to proceed with a Department of Homeland Security grant to continue the upgrade of the interoperability radio communication process. Funding availability is unknown at this time, so the project may be completed in phases as funding becomes available. Grant application is due by March 3, 2014.***

List Attached Documents: Resolution 2014-913

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: This grant will be to further the project for interoperability radio communications that was started during the 2012/2013 fiscal year when a $120,311.00 was approved. The project may need to be completed in phases depending on the total cost of the project (which is still in the process of being determined by Motorola) and the approved grant funding by DOHS. This project will fix poor or nonexistent radio communication between Clarkdale, Jerome, Yavapai Apache Nation PD and Camp Verde. In addition, the need for interagency communication during emergency response incidents is critical for communication with other responding entities. The approved grant amount will allow for the purchase of a Voter antennas, VHF Receivers, cables and dishes. This is the initial step and will provide a foundation that will be digital capable/simulcast communication for the future when the analog system is no longer functional

Recommended Action (Motion): Approve Resolution 2014-913, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, pertaining to the submission of projects for consideration Department of Homeland Security Grant (DOHS) in Arizona's 2014 Fiscal Year.

Instructions to the Clerk: Keep a copy of the signed Resolution on file, send a copy to Marshal Gardner

RESOLUTION 2014-913

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION Department of Homeland Security Grant (DOHS) IN ARIZONA'S 2014 FISCAL YEAR

WHEREAS, The Department of Homeland Security is seeking proposals from state and local agencies to support and enhance jurisdictional capabilities relating to all interoperable communications capabilities

WHEREAS, the Town of Camp Verde, through the Camp Verde Marshal's Office, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the Department of Homeland Security;

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

1. THAT approval of the submission of projects for consideration in Arizona's 2014/2015 fiscal year Department of Homeland Security is granted.

2. THAT Town Marshal Nancy Gardner is appointed agent for the Town of Camp Verde, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on the 19th day of February 2014.

_____ Date: _____

Charles German, Mayor

Attest:

Approved as to form:

_____

Deborah Barber, Town Clerk

_____

Town Attorney

5

YAVAPAI-APACHE NATION

Phone: (928) 567-3649 Fax: (928) 567- 3994

January 30, 2014

Charles German, Mayor
Town of Camp Verde
437 S. Main Street
Camp Verde, AZ 86322

Dear Mayor German,

The Yavapai-Apache Nation ("Nation") Tribal Council ("Council") is pleased to announce the distribution of One Hundred Thirteen Thousand Seven Hundred Thirty Four Dollars ($113,734.00) to the Town of Camp Verde. These dollars represent the annual 12 percent contribution the Nation must make to local municipalities as required under Section 12 (d) of the Nation's Gaming Compact with the State of Arizona.

In reviewing your request submitted to the Nation, the Council decided to fund the following:
Camp Verde Unified School District in the amount of Thirty Thousand Dollars ($30,000.00)
Camp Verde Christian School in the amount of Eleven Thousand Dollars ($11,000.00)
Camp Verde American Heritage Academy in the amount of Eleven Thousand Dollars ($11,000.00)
Beaver Creek School District in the amount of Twelve Thousand Dollars ($12,000.00)
Clarkdale-Jerome School in the amount of Twelve Thousand Dollars ($12,000.00)
Mingus Union High School in the amount of Twelve Thousand Dollars ($12,000.00)
Cottonwood Oak Creek School District in the amount of Five Thousand Dollars ($5,000.00)
South Verde High School in the amount of Five Thousand Dollars ($5,000.00)
St. Joseph's Catholic School in the amount of One Thousand Dollars ($1,000.00)
Rimrock High School in the amount of Three Thousand Dollars ($3,000.00)
Town of Camp Verde in the amount of Eleven Thousand Seven Hundred Thirty Four Dollars ($11,734.00)

The Nation urges the Town to follow the Council's decision as to the use of these distributed dollars.

We look forward to a continuous partnership and growing relationship on issues that impact all of us in the Verde Valley. Should you have any questions feel free to contact me at any time.

Sincerely,

Thomas Beauty

Thomas Beauty
Tribal Chairman

2-03-14 P02:22 IN

Cc: Darlene Rubio, Vice Chairman
Council Members (6)

5

Town of Camp Verde

Agenda Item Submission Form – Section 1

Meeting Date: February 19, 2014

☐ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☒ Presentation Only ☐ Action/Presentation ☐ Special Session

Requesting Department: Library

Staff Resource/Contact Person: Kathy D Hellman / Sebra Choe

Agenda Title (be exact): Camp Verde Community Library (CVCL) Teen Advisory Board (TAB) introduction and update on membership, mission, vision, accomplishments, current events, and goals.

List Attached Documents: *Bylaws of the Camp Verde Community Library Teen Advisory Board (TAB)*
Online Survey – Your Dream for the Camp Verde Teen Library 2014

Estimated Presentation Time: 6 Minutes

Estimated Discussion Time: 2 Minutes

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: Camp Verde Community Library (CVCL) was awarded a $34,000 Library Services and Technology Act (LSTA) grant to begin a Teen Advisory Board (TAB). The grant was made possible through a competitive process administered by the Arizona State Library, Archives & Public Records, a division of the Arizona Secretary of State and funded by the Institute of Museum and Library Services. Under the direction of Molli Bryant, the CVCL TAB was up and running by September 2013. In mid-December Ms. Bryant resigned as TAB Manager and Sebra Choe was hired to complete the project. Under Sebra's direction the TAB has accomplished the following since Dec 28, 2013:

- elected officers
- wrote and adopted vision, mission, bylaws, a code of conduct
- completed 2 community service projects – 3 Little Pigs Story Time, Food Drive
- presented to CVUSD Superintendent and Board of Directors
- launched online survey for CUVSD M.S./H.S. Students
- visited 3 Yavapai County libraries' Teen libraries; scheduled trip(s) to 3-5 Phoenix libraries

The above accomplishments are part of the grant's requirements, which will culminate later this year with recommendations for the new Teen Library to the Library Planning Committee and Town Council, based on survey results and library visits.

***Also required in the grant, is for TAB members to develop student leadership and public speaking skills. For this reason, we request a special allowance for multiple presenters so that as many students as possible can benefit from this public speaking opportunity.

Recommended Action (Motion): N/A

Instructions to the Clerk: Request a projector for a PPT. Distribute handouts to Council and Staff.

Bylaws of the Camp Verde Community Library Teen Advisory Board (TAB)

Article I: NAME

Section I

This organization of the Town of Camp Verde Community Library shall be called the Teen Advisory Board and abbreviated as TAB.

Section II

A name change requires a unanimous vote and may not be changed for a minimum of 5 years.

Article II: MISSION

The mission of TAB is to offer fun, constructive opportunities for teens by creating the best possible programs, services, activities, and resources through the Camp Verde Community Library.

Article III: VISION

Transform the library into a vital hub of interactive learning that evolves with community input.
Design the teen space, make recommendations for the teen collection, and maintain an active event calendar through community partnerships.
Develop skills in student leadership, communication, teamwork, research, marketing, and networking.
Build confidence by leveraging strengths and tackling challenges.
Create community through acceptance and cooperation.

Article IV: MEMBERSHIP

Section 1: Staff Support

An adult library staff member will serve as the TAB Leader and supervise all TAB meetings, activities, and projects. The TAB Leader is ultimately responsible for establishing meeting agendas, membership applications, adherence to bylaws, recordkeeping, quality control, and student safety. The TAB Leader provides guidance and mentorship to ensure the fulfillment of the TAB mission and goals.

Section 2: Eligibility

TAB "Members" are distinct from "Volunteers." Together, members and volunteers will be referred to as "Participants." Members are students in grades 8th through 12th who complete a TAB application, interview, and are voted in by a majority vote or in special circumstances, approved by Library Staff. Members have voting rights, may run for office, and are responsible for the success of TAB. "Volunteers" may include students in grades 6th and up, and may include adults who pass a background check.

Section 3: Voting Rights

Members have full voting rights. Volunteers who show the same level of dedication as Members, who are excluded from membership due to age, may earn full voting rights by a majority vote no sooner than one month after joining. Voting privileges of Volunteers may also be revoked by a majority vote after 3 unexcused absences or significant issues with conduct (see Article VII Code of Conduct). On significant issues, such as matters of semi-permanence, safety, or public relations, the TAB leader holds veto rights and may vote to break a tie.

Section 3: Enrollment

To join TAB, Members and Volunteers complete a written TAB application form any time during the calendar year. New Members must visit one TAB meeting, read the Bylaws, and review the last three month's meeting minutes before they may apply. Members need to schedule and complete a group interview with the TAB during a regular meeting, and be approved by a majority vote by the following meeting. The group interview, at a minimum, consists of the TAB Leader

and Officers asking required questions, followed by questions from the members and volunteers. Voting on the new member takes place at the following meeting without the applicant present.

Section 4: Size
TAB must maintain a minimum of 4 students--consisting of at least 2 Officers and 2 members, and should not exceed 15 members. There is no maximum for volunteers.

Section 5: Membership Terms
Members must serve for a minimum of one calendar year. The TAB must maintain a minimum of 2 Officers and 2 Members to exist and operate. If a resignation will cause the TAB to fall below the required membership, a new member must be recruited into TAB before the member may resign.

Section 6: Candidates for "Change of Status"
Members and Officers will have an automatic "Change of Status" to "Volunteers" after 3 unexcused absences during one calendar year. "Change of Status" refers only to removal due to unexcused absences.

Section 7: Resignation
A Member wishing to resign from TAB must submit a "Resignation Letter." If a resignation will cause the TAB to fall below the required membership, a new member must be recruited into TAB before the member may resign. The resignation process is different if the Member is an Officer (See Article V Officers, Section 9 Resignation).

Article V: OFFICERS
Section 1: Required Positions and Attributes
Required officer positions include a President and Vice President. Optional positions may include: Secretary, Treasurer, and Public Relations. Officers should be good role models, students, recruiters, and committed to attend all meetings and TAB events. Officers exemplify the Code of Conduct (see Article VII). The TAB may create or remove optional officer positions and duty descriptions by majority vote, as needed.

Section 2: Elections
Elections for Officer candidates will be held every August, and will be determined by majority vote during a regular meeting by September 1st. Officers will serve a minimum term of one calendar year, and may continually run for re-election, as long as they remain in good standing.

Section 3: President
The President is the most committed member and leader who prominently represents the TAB, inspires and encourages all TAB participants, and promotes the TAB mission and goals. The President works closely with the TAB Leader, helps establish meeting agendas, receives agenda item requests from other participants, and presides over the meetings. The TAB Leader may preside over meetings, as needed.

Section 4: Vice President
The Vice President assists the President, is responsible for the training, conduct, and morale of the Officer staff, and serves as the President in his or her absence. The Vice President may serve as the membership coordinator, keeping track of active and inactive members, and new applications.

Section 5: Secretary
The Secretary records and published minutes for TAB meetings and may help with other administrative tasks, such as: updating a membership directory and posting new events on a public calendar. Minutes will be published by the following meeting and posted for the public, such as on a TAB bulletin board. Library Staff is responsible for uploading minutes to the Library website and digitally backing up the files. The Secretary announces absent members at meetings

and keeps track of all votes taken at each meeting. If the Secretary will be absent from a meeting, he/she should immediately appoint a person to record meeting minutes in his/her absence. The TAB Leader, other Members or Officers, or a qualified Volunteer may cover these duties, as needed, until this position is filled.

Section 6: Additional Officers
The Treasurer keeps track of the overall program budget, individual project budgets, expenditures, revenues, donations; researches costs and projects spending. The Public Relations officer manages the organization's reputation through media sources and marketing materials. The PR officer may submit press releases and news articles, create posters, and maintain a directory of existing and potential community partners. The TAB Leader and other Members or Officers may cover these duties, as needed, until these positions are filled.

Section 7: Probation of Officers
Officers exemplify the highest standards of the Code of Conduct. In the event of significant issues with participation and/or conduct, the Officer will be placed on probation for a period of 1 week to 1 month, depending on the TAB Leader and/or Library Staff's discretion. During probation, the Officer may not participate in any field trips or events, and may not vote. The Officer on probation will continue to carry out their normal duties, however, according to their job description stated in the Bylaws. The TAB Leader will hold a conference with the Officer and the Officer's parent(s) before or soon after the probation begins to discuss the situation, the terms of probation, and create a "Plan for Improvement." Copies of the "Notice of Probation" and the "Plan for Improvement" will be given to the participant, parent(s), and kept on file for TAB/Library records.

Section 8: Removal for Conduct
If a Code of Conduct issue is not resolved by the end of the probation period, the Officer will be removed from Office by the TAB Leader and/or Library Staff. The TAB Leader and/or Library Staff and TAB participants may decide by majority vote if the removed Officer should be allowed to continue participation as a Member or Volunteer. The removed Officer will be notified in person, if possible, and in writing with a "Removal Letter." A copy of the "Removal Letter" will be kept on file for TAB/Library records.

Section 9: Resignation
If an Officer wishes to resign before the completion of one term, he or she must schedule a hearing with the TAB, explain his or her situation, allow for questions, and submit a written "Resignation Letter." If the Officer holds a required position, the Officer's position must be filled during the same meeting with the best candidate available to serve as "Interim" until the August elections. Under special circumstances, a volunteer may serve as an "interim" Secretary if all other members already have Officer positions. If the President resigns, the Vice President will serve as President and a new "Interim" Vice President will be elected during the same meeting. If the Vice President or any other Officer resigns, a new "Interim" will be elected during the same meeting until the August elections.

Article VI: MEETINGS
Section 1: Time and Place
Meetings will be held at least once a month on Saturdays at 10:00 a.m. year-round at the Camp Verde Community Library unless otherwise announced. The TAB Leader may call special meetings to complete tasks as needed.

Section 2: Defining a Quorum
A quorum is the minimum number of voting members required to be present at a meeting in order to conduct business and vote on matters during the meeting. When TAB consists of 4 voting participants, all 4 must be present for a quorum. For 6-7 total voters, 5 must be present to conduct business. For 8-9 total voters, 6 must be present to conduct business. For 10-11 total voters, 7 must be present. For 12-13 total voters, 8 must be present. For 14 total voters, 9 must be present. For 15 total voters, 10 must be present to conduct business.

Section 3: Voting
Members and Volunteers with voting rights may vote "Yes," "No," or "Abstain," and should raise their hand to indicate their vote. Participants must be present in the meeting to vote. In critical or time-sensitive situations, the TAB Leader may vote if one more voting participant is needed for a quorum.

Article VII: CODE OF CONDUCT
Section 1: Focus
Participants will keep the TAB mission and goals at the forefront of all TAB efforts.

Section 2: Representation
Participants will positively represent the TAB, Camp Verde Community Library, and the Town of Camp Verde.

Section 3: Culture
Participants will show respect to other persons, show careful stewardship of resources, and foster a culture of loyalty, cooperation, encouragement, adaptability, and progress. Participants should display values of friendship and teamwork at all times.

Section 4: Resolving Issues and Conflicts
As a general rule, Participants should try resolve issues directly with one another in a calm and respectful manner with the other person's perspective, situation, and feelings in mind. If necessary, ask the TAB Leader or Library Staff for assistant in resolving the problem. In certain circumstances, it may be advisable to involve the parents of Participants.

Section 5: Warnings, Probation, and Removal
Warnings are verbal and on-the-spot corrections that may involve an interactive requirement such as an action or assignment to address the behavior problem. This escalates to Probation if the problem is consistent or significant (See Article VI, Section 7). If Probation does not resolve the issue, the Participant may be barred from further participation and removed from TAB with written notice of a "Removal Letter." Participants with significant Code of Conduct issues must be placed on probation before being considered for removal. The process of Probation and Removal follows the same procedure all Participants: Members, Volunteers, and Officers. Volunteers will be considered for removal only for significant issues with conduct and cannot be removed for attendance (see Article VII Code of Conduct.)

Article VIII: BYLAWS
Section 1: Distribution
Every Participant will receive a copy of the Bylaws and sign a statement verifying understanding.

Section 2: Publishing
Bylaws will be posted for the public, such as on a TAB bulletin board, and uploaded on the Camp Verde Community Library website, indicating the date of its last review.

Section 3: Review
Bylaws may be reviewed, updated, and approved by majority vote, at least annually, every January.

Your Dream for the Camp Verde Teen Library 2014

Why am I taking this Survey? (...

Make a DIFFERENCE for TEENS in Camp Verde! Give us your IDEAS for the NEW Library!

INSTRUCTIONS:
- Click "Next" at the bottom of each page until you see "You have successfully completed the TAB Survey."
- *Questions* marked with an asterisk (*) are required.
- A red error message will appear if you skip any required questions.

TEEN ADVISORY BOARD (TAB):
1) Serves the Community by offering Fun, Learning Opportunities for Teens.
2) Learns from other Programs and tries out New Ideas
3) Advises the Town and Library Staff on Teen issues
4) Develops skills in Leadership, Planning, and Teamwork.

TAB has been awarded $34,000 by the Library Services & Technology Act (LSTA) Grant to begin this work!

1. I am a Teen or a Parent/Guardian of a Teen.*

○ Yes ○ No
○ Other (Please Explain): [ ]

2. Do you know that the Teen Advisory Board (TAB) at the Library is your chance to design a Teen area, and create programs and services for Teens in Camp Verde?*

○ Yes ○ No ○ I know now!

3. Do you know that Camp Verde is building a NEW Library in Spring 2014 - Spring 2015, with 2-stories and a Teen area?*

○ Yes ○ No ○ I know now!

4. Do you think there is enough for Teens to do in Camp Verde?*

☐ Yes ☐ No
☐ Not Sure ☐ It is getting Better
☐ You just have to be Creative!

5. My Favorite place to Hang-out is . . . (Check ALL that apply)*

- ☐ My house
- ☐ Friend's house
- ☐ School
- ☐ Church
- ☐ Outside
- ☐ I wish I had a better place to hang out
- ☐ Other (Please Specify): _____

6. I go to the Library to . . . (Check ALL that apply)*

- ☐ Have FUN
- ☐ Get BOOKS
- ☐ LEARN
- ☐ Use Library Services
- ☐ Use Computers / Internet
- ☐ Attend Programs / Special Events
- ☐ Other (Please Specify) _____

7. How often I go to the Library . . . (Check ALL that apply)*

- ☐ Often
- ☐ Not so often
- ☐ Never
- ☐ I plan to go More in the Future
- ☐ I would go more often if I had a Ride

8. I would go to these activities . . . *

	NOT!	Maybe	YES, If my Friends Go	At Least ONCE	Can't Wait!
Arts / Crafts (T-shirts, costumes, sewing, Pinterest)	○	○	○	○	○
Performing Arts (live plays, def poetry jam, skits, storytelling)	○	○	○	○	○
Writing Workshops (poetry, short stories, competitions, Skype/Facetime with authors)	○	○	○	○	○
Cooking Classes (ethnic foods, quick meals, special occasion meals / desserts)	○	○	○	○	○
Competitions (Jeopardy, Spelling Bee, Who Wants to be a Millionaire, Talent Show)	○	○	○	○	○
College or Job Preparation (financial aid, SATs, resume-writing, interview skills, job seeking)	○	○	○	○	○
Music (dances, open mic, songwriting, zumba)	○	○	○	○	○
Cultural Studies (Skype/Facetime with Teens in other countries, foreign/sign language)	○	○	○	○	○
Outdoor Recreation (hiking, swimming, river, camping, fishing)	○	○	○	○	○
Sports	○	○	○	○	○
Community Service	○	○	○	○	○
Card/Board Games	○	○	○	○	○
Tutoring / Homework Help	○	○	○	○	○
Technology Workshops (video editing, computers)	○	○	○	○	○
Book Club	○	○	○	○	○
Movie Nights	○	○	○	○	○

What's YOUR idea?

9. How I normally find out about Teen programs and services in Camp Verde . . . (Check ALL that apply)*

- ☐ Websites
- ☐ Newspapers
- ☐ Facebook Pages
- ☐ Email Mailing List
- ☐ Banner, Signs, Posters
- ☐ From Other People

10. What types of books / materials I would MOST like to see at the library . . . (Choose your TOP 3)*

- ☐ College Preparation
- ☐ Fantasy
- ☐ Comic Books
- ☐ Magazines
- ☐ Fiction
- ☐ Non-Fiction
- ☐ Self-Help / Religion
- ☐ Documentaries
- ☐ Science Fiction
- ☐ Research Materials
- ☐ History & Geography
- ☐ Arts & Recreation
- ☐ Science
- ☐ Other (Please Specify) _____

11. I think the Library . . . (Check ALL that apply)*

- ☐ is a fun, safe place to hang out
- ☐ is a helpful, educational place
- ☐ is a boring place, with not much to offer
- ☐ is a place that could be great for teens
- ☐ is a place I would like to improve by volunteering or serving on the Teen Advisory Board
- ☐ Other (Please Specify) _____

12. Questions or Comments about the Library and/or Teen Programs in Camp Verde?

- ○ None
- ○ I will let you know if I think of one
- ○ Other (Please Specify): _____

13. Do I want to see these things in the Teen area of the Library . . . ?*

Snacks, Drinks

	1	2	3	4	5	
Not Really	○	○	○	○	○	Definitely!

Coffee Shop / Living Room Style

	1	2	3	4	5	
Not Really	○	○	○	○	○	Definitely!

Couches, Sofa Chairs

	1	2	3	4	5	
Not Really	○	○	○	○	○	Definitely!

Touch Screen Computers / Monitors

	1	2	3	4	5	
Not Really	○	○	○	○	○	Definitely!

Individual Desks

	1	2	3	4	5	
Not Really	○	○	○	○	○	Definitely!

E-readers (Kindle, Tablets)

	1	2	3	4	5	
Not Really	○	○	○	○	○	Definitely!

Project Tables

	1	2	3	4	5	
Not Really	○	○	○	○	○	Definitely!

Electronic Books

	1	2	3	4	5	
Not Really	○	○	○	○	○	Definitely!

Bean Bag Chairs

	1	2	3	4	5	
Not Really	○	○	○	○	○	Definitely!

Movable Furniture / Shelves

1 2 3 4 5

14. I would apply for a paying job in the Teen Library.*

○ Yes ○ No ○ Maybe

15. I would help at the Library OR join the Teen Advisory Board (TAB), if you promised . . .*

○ Fun

○ Food

○ Acceptance and Appreciation

○ My Voice would be Heard

○ A Million Dollars

○ Other (Please Specify): [ ]

16. I want to receive updates on . . . (Check ALL that apply)*

☐ Teen Programs

☐ Library Services

☐ Special Events

☐ Job Opportunities

☐ Volunteer Positions

☐ All of the Above

☐ None of the Above

☐ N/A (Not Applicable)

☐ Other (Please Specify) [ ]

17. EMAIL address for receiving updates:

[ ]

THANK YOU

YOU HAVE SUCCESSFULLY COMPLETED THE TEEN ADVISORY BOARD (TAB) SURVEY!!!

For more information:
Sebra Choe
Teen Programs
Camp Verde Community Library
sebra.choe@campverde.az.gov

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Arizona Department of Liquor Licenses and Control 14 JAN 24 Liq. Lic. PM 1:17
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

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, 15* (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): 12133581

1. Type of License(s): #12 Restaurant
2. Total fees attached: $ 172 (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. Espinoza (Last) Luis (First) A. (Middle) B1065907
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: El Agave LLC B1051656
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: LA Casita Family Mexican Restaurant B1047538
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 37 W. Hollaman St. (Do not use PO Box Number) Camp Verde (City) Yavapai (County) AZ 86322 (Zip)
5. Business Phone: 928-202-2259 Daytime Phone: 928-202-2259 Email: GwenLuis55@AOL.com
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: 4635 S. Pinto trl. (City) Cottonwood (State) AZ (Zip) 86326
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100 Application | _____ Interim Permit | 50 Site Inspection | 22 Finger Prints | $ 172 TOTAL OF ALL FEES

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

Accepted by: SG Date: 1/24/14 Lic. # 12133581

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. 4-203.01.

'14 JAN 24 Liq. Lic. PM 1:17

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location._____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

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

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

State of _____ County of_____

X_____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

'14 JAN 24 Liq. Lic. PM 1:17

1. Name of Corporation/L.L.C.: El Agave LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 12/19/2013 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: L-1893086-2 Date authorized to do business in AZ: 12/23/2013

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
Espinoza	Luis	A.	Member	4635 S. Pinto trl.	Cottonwood AZ 86326

(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
Espinoza	Luis	A	100%	4635 S. Pinto trl.	Cottonwood AZ 86326

(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 Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

'14 JAN 24 Liq. Lic. PM 1:17

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.

_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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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: _____ ft. Name of school _____
   Address _____
   City, State, Zip
2. Distance to nearest church: _____ ft. Name of church _____
   Address _____
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name N/A
   Address _____
   City, State, Zip

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

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

5. What is the total **business** indebtedness for this license/location excluding the lease? $ N/A 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)? Restaurant

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. '14 JAN 24 Liq. Lic. PM 1:17

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

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

SECTION 14 Restaurant or hotel/motel license applicants:

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

   _____ and license #: _____
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   _____
   applicant's signature

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

LE
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? 03/15/2014
   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.

LE
applicants initials

SECTION 15 **Diagram of Premises**

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

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

See Attachment

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SECTION 16 **Signature Block**

I, Luis A. Espinoza, 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)

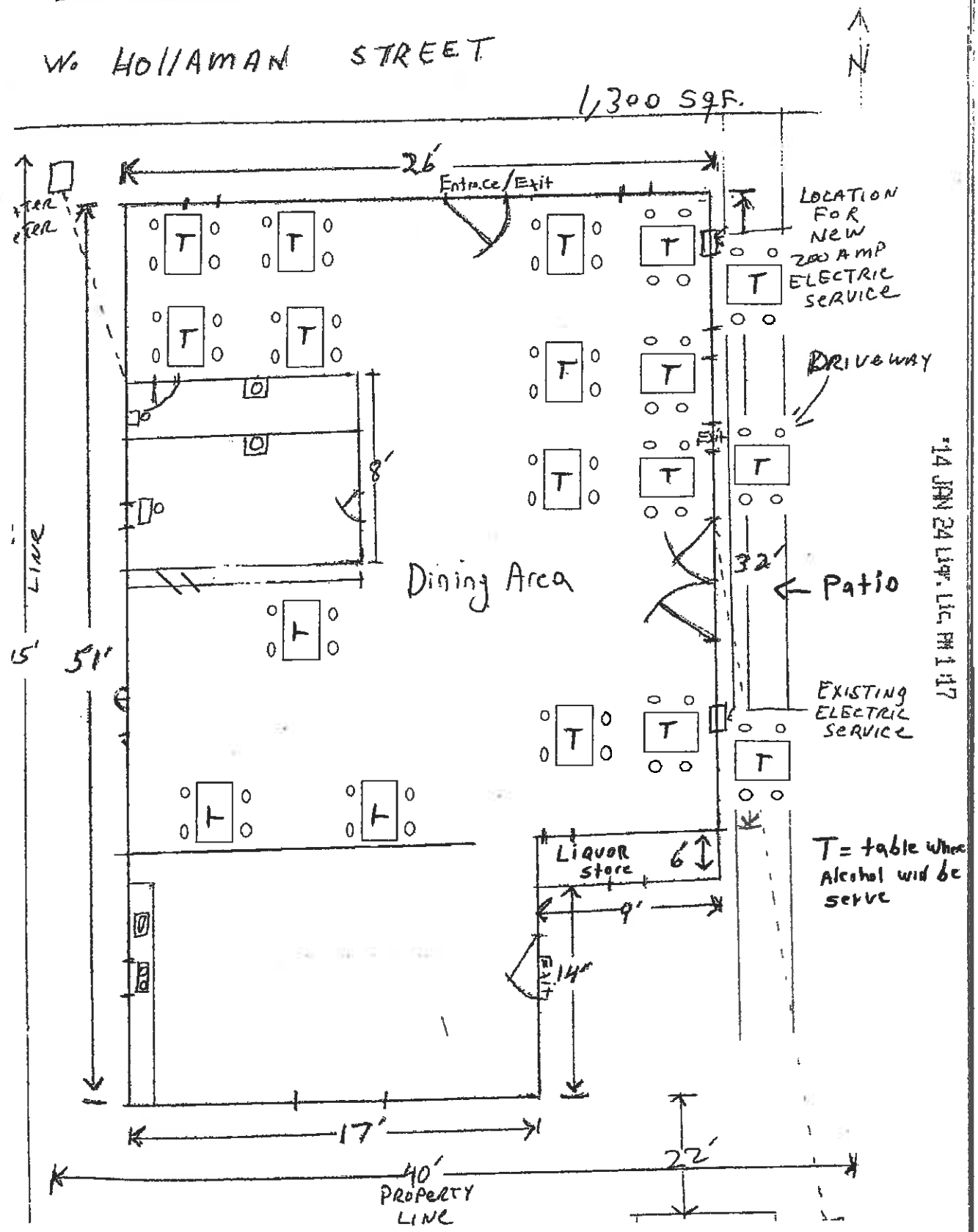
NANCY J. SKINNER
Notary Public - Arizona
Yavapai County
May 5, 2015

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this
10th (Day) of January (Month), 2014 (Year)

My commission expires on : 5th May 2015
Day Month Year

Nancy J. Skinner
signature of NOTARY PUBLIC



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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 19, 2014

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

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

Requesting Department: Public Works – Parks & Recreation Division

Staff Resource/Contact Person: Michael Marshall

Agenda Title (be exact): Discussion and possible approval of Resolution 2014-910, a resolution of the Mayor and Common Council of the Town of Camp Verde, Arizona, Yavapai County, Arizona approving the "Town of Camp Verde Parks & Recreation 2014 Rules and Regulations".

List Attached Documents: Resolution 2014-910, Town of Camp Verde Parks & Recreation 2014 Rules and Regulations

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

☒ ***Department Head:*** *reviewed by Ron Long* ☒ ***Town Attorney Comments:*** *reviewed & signed by W. Sims*

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

Finance Director Comments/Fund:

Fiscal impact:
Budget Code: _____ ***Amount Remaining:*** _____
Comments:

Background Information: The 2014 Rules & Regulations will create specific, enforceable rules & regulations for all Town parks, recreation areas and recreation facilities including aquatic.

Recommended Action (Motion): Move to approve Resolution 2014-910 a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting the Town of Camp Verde Parks & Recreation 2014 Rules and Regulations with signature authority for the Mayor.

Instructions to the Clerk:

- Obtain signature from Mayor on original, copy of signed resolution and rules to Parks & Recreation.

Agenda Item Submission Form – Section II (Staff Report)

Town of Camp Verde

Agenda Item Submission Form – Section II (Staff Report)

Department: Public Works – Parks & Recreation Division

Staff Resource/Contact Person: Michael Marshall

Contact Information: (928) 554-0828 michael.marshall@campverde.az.gov

Background: Currently a variety of rules and regulations are posted at various Parks & Recreation areas and facilities. The Town Code addresses various rules for Town property that also apply to Parks & Recreation areas and facilities such as alcohol prohibitions and leash law requirements. Various Park & Recreation areas and facilities are in need of posted rules and regulations. Town Code Section 13-1-3 states "*The Council may adopt rules, regulations, and fee schedules for use of Town parks, recreation areas, and facilities by resolution.*"

Statement of the Problem or Opportunity: The Town Code authorizes the Council to adopt by resolution the proposed Camp Verde Parks & Recreation 2014 Rules and Regulations which will allow:

- Adoption of a comprehensive listing of specific rules and regulations applicable to Parks & Recreation.
- Posting of comprehensive rules & regulations where needed at parks, recreation areas and recreation facilities, including the pool.
- Enforcement of these rules, as required, by Parks & Recreation or the Marshal's Office staff.

Alternatives/Options/Solutions:

1) Do nothing – continue status quo – currently many posted rules and regulations at parks and especially the pool are insufficient and require updating.

2) Refer for further study – most of the proposed rules & regulations, especially with the pool, are national standards, common sense or are rules needed by our maintenance staff to prevent facility damage.

3) Adopt the proposed rules and regulations – this will allow creation, adoption, posting and enforcement of many safety, nuisance and facility protection rules and regulation.

Comparative Analysis:

Option 1 exposes the Town to legal ramifications for attempting to enforce improperly posted rules, as well as allowing unsafe or destructive behavior.

Option 2 creates unnecessary delay in implementing safety regulations exposing the Town to legal ramifications concerning safety.

Option 3 allows us to continue to provide for the safety and enjoyment of our residents and visitors in a responsible manner.

Fiscal impact to the Town: No additional financial impact specific to this resolution. Signs are needed in various parks, recreation areas and facilities. The signs will be purchased and posted as part of the normal operating budget and operations.

Other Impacts: Park & Recreation users will be fully informed of expected behavior and effective enforcement is possible.

Conclusion: A timely adoption of the proposed 2014 Rules & Regulations will reduce Town legal exposure and improve user safety and enjoyment while having no discernable impact on the budget.

Recommendation: Staff recommends Option 3 approving Resolution 2014-910 adopting the Camp Verde Parks & Recreation 2014 Rules and Regulations as proposed in order to provide for safety and enjoyment of residents and visitors in a responsible manner.

RESOLUTION 2014-910

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING THE "TOWN OF CAMP VERDE PARKS & RECREATION 2014 RULES AND REGULATIONS"

WHEREAS, a variety of rules and regulations are posted at various Parks & Recreation areas and facilities; and

WHEREAS, it is necessary to protect the safety of Parks & Recreation users and staff, contribute to the enjoyment of Parks & Recreation users, and to protect the physical assets of the Town at various Parks & Recreation areas and facilities; and

WHEREAS, it is necessary to develop, approve, and post various rules and regulations for Parks & Recreation areas and facilities to inform the users and to ensure their safety and enjoyment and to protect the assets for future generations; and

WHEREAS, Section 13-1-3 of the Town Code states "The Council may adopt rules & regulations, and fee schedules for use of Town parks, recreation areas, and facilities by resolution".

NOW THEREFORE, BE IT RESOLVED by the **Mayor and Common Council of the Town of Camp Verde** that the attached document titled **"Town of Camp Verde Parks & Recreation 2014 Rules and Regulations"**, is PASSED AND ADOPTED BY THE Mayor and Common council of the Town of Camp Verde, Yavapai County Arizona on February 19, 2014.

Charles German, Mayor

Attest:

Deborah Barber, Town Clerk

Approved as to form:

William J. Sims III, Town Attorney

Town of Camp Verde Parks & Recreation 2014 Rules and Regulations

The following rules and regulations apply to users of all Town of Camp Verde parks, recreation areas and recreation facilities.

1) Users must obey all posted rules.
2) Glass containers are not allowed.
3) Charcoal or wood fired cooking is not allowed in or under any Ramada, Gazebo, building or overhang.
4) No exposed open flames are allowed. Charcoal or gas grills with lids, propane, liquid and gel fuel stoves are allowed.
5) Motorized private vehicles are only allowed on designated roadways & parking areas, not on grass areas or on areas otherwise marked to prevent vehicular traffic.
6) Stakes cannot be driven into the ground.
7) Generators are not allowed except for enclosed generators installed on recreational vehicles.
8) No dogs or animals allowed inside buildings.
9) Overnight camping or parking is not allowed.
10) A permit from Parks & Recreation may allow exception to some of these provisions

The following rules and regulations also apply to users of Town of Camp Verde swimming pools & aquatic facilities.

1) Pool users must follow all pool staff instructions.

2) All persons using the swimming pool must take a shower before entering the pool enclosure.

3) Any person having an infectious or communicable disease is prohibited from using the pool.

4) No head first diving.

4) Spitting, spouting water, blowing the nose or discharging bodily wastes in the pool is strictly prohibited.

5) Running, boisterous or rough play or excessive noise is forbidden.

6) No food, drink or gum in pool enclosure area.

7) Dogs and other animals are not allowed on the pool premises.

8) All children and non-swimmers must be accompanied by a parent or responsible adult.

9) No diving, backflips or jumping backwards.

10) No long breath holding or breath holding contests

11) No hanging or playing on ladders, lane ropes, lifeguard stands or other pool equipment.

12) Diapered or incontinent persons must wear a swim diaper.

Repeat offenders may be denied use of parks, recreation areas and recreation facilities.

9.

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date:

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

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

Requesting Department: Public Works – Sewer Division

Staff Resource/Contact Person: Troy Odell, Public Works Deputy Director
Jan Grogan, Wastewater Division Manager

Agenda Title (be exact): Discussion, consideration and possible authorization to utilize the remaining loan funds from the Water Infrastructure Finance Authority (WIFA) in order to complete needed improvements at the wastewater treatment facility as required under the Aquifer Protection Permit (APP) issued by Arizona Department of Environmental Quality (ADEQ).

List Attached Documents: Letter from WIFA

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 15 minutes

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: The annual repayment cost will not impact the approved budget as WIFA requires that the original loan amount of $5,600,000 is amortized regardless of the outstanding loan amount.

Background Information: This item is being brought back to Council with the remaining items that were not approved at the regular council meeting on December 18th, 2013. After communicating with WIFA about the intended use of the funds for the proposed projects, a letter from WIFA was received (attached) verifying WIFA's approval to use the remaining funds for those items listed below:

- **Construction of Sludge Drying Beds** with Under-slabs and Under-drains - $205,000. The construction of sludge drying beds would allow de-watering of sludge on site in order to not haul 80% water and 20% sludge and would save approximately 75% on hauling and dumping/disposal fees.
- **Construction of a 40' x 60' Metal Shop** and Equipment/Parts Storage Building - $110,000. Important and expensive equipment and parts need to be stored on site at the wastewater treatment plant. These items cannot be stored outside without them degrading from the sun and weather. An adequately sized storage building is required. Currently there is no accommodations at the wastewater plant to service or repair equipment in an enclosed environment and equipment must be worked on outside on the ground and in the weather. A shop area is required to service and repair equipment.
- **Install Dissolved Oxygen (DO) Probe** - $10,000. This probe is required to regulate treatment process air on the north side of the treatment facility. The south side is equipped with this type of sensor probe already, but the north side is not and requires it for standard operation.

Recommended Action (Motion): Move to authorize staff to utilize the remaining loan funds from the Water Infrastructure Finance Authority (WIFA), in order to complete needed improvements at the wastewater treatment facility as required under the Aquifer Protection Permit (APP) issued by Arizona Department of Environmental Quality (ADEQ).

Instructions to the Clerk: N/A

JANICE K. BREWER
Governor

WIFA

SANDRA L. SUTTON
Executive Director

Water Infrastructure Finance Authority of Arizona

January 24, 2014

Jan Grogan
Manager, Sewer Department
Town of Camp Verde
928-567-6794
P.O. Box 1205
Camp Verde, AZ 86322

Dear Ms. Grogan,

WIFA staff has reviewed the Town of Camp Verde's request to proceed with the remainder of the loan funds (Loan Number 910105-09).

The headworks, shop building, septage grinder pump, drying beds, filters, UV, and DO probe are consistent with the loan agreement, and therefore, the costs for these projects may be submitted as part of this loan.

Please contact WIFA Project Manager, Sara Konrad, at (602) 364-1319 with updates as the project completion approaches.

Sincerely,

Sandra Sutton
Executive Director

1110 West Washington, Suite 290 • Phoenix, Arizona 85007
(602) 364-1310 • www.azwifa.gov
"Arizona's water and wastewater funding source"

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**

Town of Camp Verde, Public Works Department
395 South Main Street, Camp Verde, Arizona 86322
928-554-0820 Fax: 928-567-1540
publicworks@campverde.az.gov

February 5, 2014

Bob Manley, Project Manager
APP and Reuse Unit
Groundwater Section, Water Quality Division
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, Arizona 85007

Re: Camp Verde Sewer Department Water Reclamation Facility
Aquifer Protection Permit Other Amendment
Inventory No. 101360, LTF No. 49681

Dear Mr. Manley:

This communication is in response to your letter of August 14, 2013, titled "Inadequate Response to a Comprehensive Request for Additional Information". This August 14 letter was given by ADEQ in response to a July 1, 2013, submittal by the Camp Verde Sanitary District.

Beyond providing you with the requested additional information, we will also try to bring you up to date on our progress at the facility. Thirteen (13) items in the aforementioned August 14, 2013 letter from ADEQ requested additional information These 13 items are addressed below.

1. A.A.C. R18-9-B202. The Districts submittal of July 1, 2013, stated that the Filtration Unit and Septage Hauling Station upgrade projects were on hold. The "on-hold" status of these improvements has recently changed due to the Camp Verde Town Council's decision to direct a portion of the remaining WIFA funds toward the completion of the Filtration Units and an upgrade of the Septage Hauling Station. The Filtration Unit project is going to proceed with design and installation once the decision is made between either the more economical sand filter units (as were originally proposed for the new treatment facility), or the later proposed and much more costly disc filter units. Manufacturers have offered us the opportunity to "in-place" test some of these units, which we may determine is the most suitable means of making this design decision. We will submit design plans for the Filtration Unit installation to ADEQ for their review once the design decision has been made and prior to the permanent Filtration Unit installation taking place. Installation of a grinder/macerator and rock trap is a minimal in-line installation that will be added to the influent line of the Septage Hauling Station prior to the screening unit and will not cause any interruption to the Septage Hauling Station operation. This installation will prevent large rags and objects from problematically affecting the operation of the screening unit and will also stop large rocks from entering the treatment facility and potentially damaging equipment. This correction to the facility will be done per the manufacturer's installation recommendations as a just a necessary operational repair to the Septage Hauling Station and will not include design plans.

2. A.A.C. R18-9-A202 (A) (11). The District's submittal of July 1, 2013, stated intent to install a bypass line in order to enable maintenance and repair to the Headworks facility. You and I have discussed this item in the past on numerous occasions and agreed that the repair work to the Headworks was to be considered an emergency repair that needed to be done for the ongoing everyday operation of the treatment facility. We are currently 90% done with design plans for replacement of the Headworks facility with a more simple to maintain and repair screening unit channel and aerated grit channel which also incorporates a manual bar-screen channel to its side for bypass, maintenance, and repair. This installation will utilize the existing screening unit and grit handling unit from the failing Headworks assembly. As was agreed in our previous conversations, ADEQ will receive "as-built" plans of this Headworks repair and installation upon its completion.

3. A.A.C. R18-9-A202 A0 (8). "If you want the proposed on-site bio-solids drying and composting unit to be included in this amendment, please provide any changes in water quality or potential for leaching of pollutants from surface soils or the vadose zone as a result of the installation of the unit". As we had discussed yesterday, February 4, 2014, we are currently to take this proposed facility improvement known as "sludge drying beds" back to the Camp Verde Town Council for approval of budgeted funds for its design and installation. We will not know if this project is approved for design and installation until after the regular scheduled Town Council meeting on February 19, 2014. As far as changes in water quality or leaching of pollutants: it is proposed that the sludge drying bed will include an under-slab with drainage back to the plant-drain lift station so that all leachate will be returned to the Headworks of the facility for treatment. A Point of Compliance (POC) observation-well down-grade of the proposed drying beds could be discussed if necessary for verification for any future failure to any portion of the under-slab or under-drain. Design plans for these concrete-lined sludge drying beds will be submitted to ADEQ for review if Town Council approves the budget for this project. The composting unit will not be done at this time.

4. A.A.C. R18-9-A202 (A) (6). "If you want the proposed on-site bio-solids drying and composting unit to be included in this amendment, please propose a Point of Compliance (POC) for the facility which will monitor any effects of the proposed on-site bio-solids drying and composting unit on groundwater quality". As stated in #3 above, the composting unit is not going to be done at this time. Also, it was mentioned that the sludge drying bed was to be concrete lined. I do not see the need for any POC observation wells if the proposed facility is to be lined and include under-drains back to the treatment plant headworks. If a POC observation well will definitely be required by ADEQ for this facility, the location will be determined during the design of the facility and will be included with the design plans for your review.

5. A.A.C. R18-9-B202 (A) (8). "If you want the proposed on-site bio-solids drying and composting unit to be included in this amendment, please submit an updated site plan/map and an updated process flow diagram, both showing the addition of the bio-solids drying and composting unit". As was mentioned in #3 response above, the Camp Verde Town Council will be deciding if they will budget this project on February 19, 2014. When this project is budgeted, the revised site plan/map and process flow diagram will be included with the design submittal to ADEQ for the sludge drying bed facility.

6. A.A.C. R18-9-A201 (B) (5) (b). "Please submit updated closure/post-closure cost estimates for the facility". As some items are still to be considered by the Town Council for approval/denial when we receive their decision as to which projects will be approved, designed, and constructed, the revised closure/post-closure cost estimates for the facility will be included with the design plan submittal.

7. A.A.C. R18-9-A203 (B) (1). Please submit a letter signed by the Town of Camp Verde Chief Financial Officer stating that the Camp Verde Sewer Utility is financially capable of meeting the costs described in R19-9-A201 (B) (5). As mentioned in #6 response above, a determination will need to be made by our Town Council as to which projects will be approved for design and construction. Once the CFO is informed which items will be added or no longer included with our closure/post-closure estimated costs he will provide a detailed letter to address this item.

8. A.A.C. R18-9-A203 (B) (2). See #6 and #7 responses above.

9. A.A.C. R18-9-A212 (B) (1) (a). Please see the enclosed Resolution 2013-877 dated January 9, 2013, between the Camp Verde Sanitary District and the Town of Camp Verde.

10. A.A. C. R18-9-A212 (B) (1) (c). Please submit a demonstration that Camp Verde Sewer Department has the technical capability necessary to fully carry out the terms of the permit as per R18-9-A202 (B). Responsibility for the design, construction, and operation of the facility and its alterations has changed from the original application. Design will be overseen by Camp Verde Public Works Department c/o Troy Odell, P.E., and Civil Registration #37314. All construction shall be supervised by the Camp Verde Public Works Department and shall be done by qualified licensed contractors. The operations staff have the required certifications to operate the facility and are listed below.

Operator Name	Operator Number	Certification(s)
Jan Grogan	OP021217	Wastewater Treatment III Wastewater Collection III
Marshall Davis	OP031360	Wastewater Collection II
David R. Cron	OP031803	Wastewater Treatment I Wastewater Collection I
Thomas J O'Malley	OP031371	Wastewater Collection II

11. A.A.C. R18-9-A212 (B) (1) (d). A signed statement from Town of Camp Verde Sewer Department agreeing to the terms of the permit will follow as soon as possible.

12. A.A.C. R18-9-A212 (B) (1) (e). No Certificate of Disclosure is required. No employees of the Camp Verde Wastewater Treatment Plant or Collections System have been convicted of a felony in the past and have not committed any environmental crimes in the past.

13. A.A.C. R18-9-A202 (A) (11). The official name of the facility is Town of Camp Verde Water Reclamation Facility.

This concludes our response to your letter dated August 14, 2013. As always, should you have any questions, please feel free to contact me at (928) 554-0826 or on my cell at (928) 239-0361.

Sincerely,

Registered Professional Engineer (Civil)
CERTIFICATE NO.
37314
TROY ANDREW
ODELL
Date Signed
ARIZONA, U.S.A.

EXPIRES 3-31-14

Troy A. Odell, P.E.
Deputy Public Works Director
Camp Verde Public Works

Cc: Jan Grogan, Town of Camp Verde Water Reclamation Facility Manager
Asif Majeed, Supervisor, APP and Reuse Unit, ADEQ

ARIZONA DEPARTMENT
OF
ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.azdeq.gov

Janice K. Brewer
Governor

Henry R. Darwin
Director

Inadequate Response to a Comprehensive Request for Additional Information

August 14, 2013

Jan Grogan, Manager
Camp Verde Sewer Department
PO Box 1205
Camp Verde, AZ 86322

Re: **Camp Verde Water Reclamation Facility**
Aquifer Protection Permit Other Amendment
Inventory No. 101360, LTF No. 49681

Dear Ms. Grogan:

The Arizona Department of Environmental Quality received the above-referenced application on March 10, 2009. ADEQ and Camp Verde Sanitary District entered into the most recent Changed Application Agreement on February 3, 2012. ADEQ's review of this application is subject to the requirements of the licensing time frames ("LTF") statute under Arizona Revised Statutes ("A.R.S.") § 41-1072 through § 41-1079 and the LTF rules under Arizona Administrative Code ("A.A.C.") R18-1-501 through R18-1-525.

ADEQ submitted a comprehensive review letter on August 11, 2009, and our last inadequate response letter was submitted on February 23, 2012. Your response was received on July 1, 2013. After a review of your July 1, 2013, submittal, ADEQ has determined that your response does not contain all information requested in the August 11, 2009, letter.

This letter is the written notification of this determination required under A.R.S. § 41-1075 and A.A.C. R18-1-504(C). This determination causes the running of days within all time frames on your application to suspend until you respond with all information listed below:

Engineering Items

1. A.A.C. R18-9-B202 (A). Your response received on July 1, 2013, stated that the filtration unit and septage hauling station projects were on hold. Please be advised that if the filtration unit and the septage hauling station improvement are to be included in this permit amendment, final (100%) design drawings are required. Please submit the final design drawings for the filtration unit and the septage hauling station upgrade.

2. A.A.C. R18-9-A202 (A)(11). Your response received on July 1, 2013, stated your intention to install a bypass line to allow repair and maintenance to be conducted on the headworks. Please provide a detailed description of this installation, and provide final (100%) design drawings for the modification

Hydrologic Items

3. A.A.C. R18-9-A202 (A)(8). If you want the proposed on-site biosolids drying and composting unit to be included in this amendment, please provide any changes in water quality or potential for leaching of pollutants from surface soils or the vadose zone as a result of the installation of the unit. If you intend to postpone installation of the on-site biosolids drying and composting unit until a future amendment, please state that you do not want to include the unit in this amendment.

4. A.A.C. R18-9-A202 (A)(6). If you want the proposed on-site biosolids drying and composting unit to be included in this amendment, please propose a Point of Compliance (POC) for the facility which will monitor any effects of the proposed on-site biosolids drying and composting unit on groundwater quality. Please include well construction details and latitude and longitude of the proposed POC, if applicable. If you intend to postpone installation of the on-site biosolids drying and composting unit until a future amendment, please state that you do not want to include the unit in this amendment.

General Items

5. A.A.C. R18-9-B202 (A)(8). If you want the proposed on-site biosolids drying and composting unit to be included in this amendment, please submit an updated site plan/map and an updated process flow diagram, both showing the addition of the biosolids drying and composting unit. On the map, please label the biosolids drying and composting unit with latitude and longitude, and please indicate the location, labeled with latitude and longitude, of any additional POC(s) proposed to be protective of the biosolids drying and composting unit. If you intend to postpone installation of the on-site biosolids drying and composting unit until a future amendment, please state that you do not want to include the unit in this amendment.

6. A.A.C. R18-9-A201 (B)(5)(b). Please submit updated closure/post-closure cost estimates for the facility. Please include closure costs for all of the items that you want to be included in this amendment, and remove any items covered by the previous cost estimates that you no longer want to include in this amendment.

7. A.A.C. R18-9-A203 (B)(1). Please submit a letter signed by the chief financial officer stating that Camp Verde Sewer Department is financially capable of meeting the costs described in R18-9-A201(B)(5).

8. A.A.C. R18-9-A203 (B)(2). Please submit a statement specifying the details of the financial arrangements used to meet the estimated closure and post-closure costs submitted under R18-9-A201(B)(5), including any other details that demonstrate how Camp Verde Sewer Department is capable of meeting the costs described in R18-9-A201(B)(5). It is acceptable to combine this statement with the letter described in Item #7, above.

9. A.A.C. R18-9-A212 (B)(1)(a). I received your submittal of Camp Verde Sanitary District Ordinance Number 2013-1 and the accompanying letter. Please submit either a written agreement between Camp Verde Sanitary District and Camp Verde Sewer Department indicating a specific date for transfer of all permit responsibility, coverage and liability, or a Town of Camp Verde ordinance, statute or rule creating the Camp Verde Sewer Department.

10. A.A.C. R18-9-A212 (B)(1)(c). Please submit a demonstration that Camp Verde Sewer Department has the technical capability necessary to fully carry out the terms of the permit as per R18-9-A202 (B). A statement that the persons listed in the original application will continue to be principally responsible for designing, constructing and operating the facility will fulfill this requirement.

11. A.A.C. R18-9-A212 (B)(1)(d). Please submit a signed statement that Camp Verde Sewer Department has reviewed the permit and agrees to the terms of the permit.

12. A.A.C. R18-9-A212 (B)(1)(e). Please provide a copy of the Certificate of Disclosure if required by A.R.S. § 49-109.

13. A.A.C. R18-9-A202 (A)(11). What is the official name of the facility?

If you fail to submit the missing information within 30 days of this Notice, ADEQ may proceed to a final decision on your application without further notice.

Please send 3 copies of the response and respond in a timely manner to help expedite the review process.

If you have any questions, please feel free to call me at (800) 234-5677, ext. 4498, or at (602) 771-4498. You can also contact me by email at rm4@azdeq.gov.

Sincerely,

Bob Manley

Bob Manley, Project Manager
APP and Reuse Unit
Groundwater Section, Water Quality Division

cc: Asif Majeed, Supervisor, APP and Reuse Unit

APPR13:0423

Issue 5 - February 7, 2014

Legislative Overview

Thursday saw the legislature restored to a full roster of 90 legislators as Demion Clinco (D-Tucson) was sworn in as a representative for Legislative District 2, filling the vacancy created by Senator Andrea Dalessandro's (D-Green Valley) appointment to the Senate. The senate seat became available when Senator Linda Lopez (D-Tucson) resigned to focus on her new job. LD 2 includes the municipalities of Nogales, Patagonia, Sahuarita, South Tucson and Tucson. Rep. Clinco has been assigned to the Financial Institutions and Government committees.

On Monday, Senator Yarbrough (R-Chandler) introduced SB 1413 (taxes; manufacturers' electricity sales; exemption). The bill exempts the electricity used in manufacturing and smelting from state and local utility taxes. The League is working to ascertain the impact the legislation would have on local tax revenues as well as state-shared sales tax.

The deadline to introduce legislation in the Senate was this past Monday, at 5:00pm. There were a total of 483 Senate bills and 42 Senate memorials and resolutions introduced this year, which is 10 fewer bills and 15 fewer memorials and resolutions than last year, excluding bills introduced during the special session. This upcoming Monday, February 10, at 5:00 pm is the deadline to introduce legislation in the House.

As of this morning, a total of 1096 bills and 91 memorials and resolutions have been introduced in both chambers. The League is currently tracking and monitoring 250 pieces of legislation for their potential impacts to cities and towns.

Exercise of Religion

The House Government Committee passed HB 2153 (exercise of religion; state action) on Tuesday by a vote of 5-2. The bill expands the definition for the purposes of expressing religion to include individuals, associations, partnerships, corporations, churches, and other business organizations. The measure also allows a person to seek relief through a judicial proceeding for the alleged infringement of their religious beliefs, regardless of whether the government is a party to the proceeding. The bill was significantly amended in committee to include that a person alleging a violation of their religion must establish that their actions are motivated by a sincerely held religious belief and that the state action substantially burdened their exercise of those beliefs. The amendment also clarified that certain current requirements in law (A.R.S. § 41-1493.04) continue to apply. The League signed in neutral and is further analyzing the amendment to verify that it fully addresses our concerns. The bill now goes on to the Rules Committee.

Other Bills of Note

(All bills being actively monitored by the League can be found here.)

Bill Number - Short Title - Subject(s)

HB 2114: ADOT; land acquisition; conveyances; relocation - transportation

HB 2120: motor vehicle sales - transportation

HB 2361: workers' compensation; provider payments; limitations - personnel

HB 2505: leaving accident scene; alcohol; penalty - criminal justice

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Forward your comments or suggestions to league@azleague.org.

Issue 4 - January 31, 2014

Legislative Overview

As predicted, substantial committee work took place this week as chairmen sought to advance bills through the process as the deadline to hear bills in committees in the chamber of origin is now less than a month away (February 21). Another deadline to be aware of is the senate bill introduction deadline which is Monday February 3 at five o'clock.

As of this morning, 852 bills and 63 memorials and resolutions have been introduced. The League is currently tracking and monitoring 183 pieces of legislation for their potential impacts to cities and towns.

Streamlined Local Policies

On Monday, the Senate Government and Environment Committee was scheduled to hear SB 1161 (municipal policies; authority); however, the bill was held by Committee Chairman Sen. Gail Griffin (R-Hereford) without discussion. The League was prepared to testify in opposition to the bill, which would have created recommended policies that can already be adopted voluntarily today by municipalities. The opposition of the League was due in large part to the bill's preamble, which said the "authority granted to municipalities may encourage the exercise of local government power that is threatening to general public health, safety and welfare, frustrating to economic development [and] inimical to fiscal responsibility."

Street Lighting

The House Government Committee passed HB 2387 (improvement districts; lighting; streets; parks) with a 7-0 vote. The measure, sponsored by Representative Michelle Ugenti (R - Scottsdale), facilitates the conversion of county streetlight improvement districts that are entirely within a municipality's corporate boundaries into municipal street light improvement districts to be administered by the receiving municipality. Transfers are optional and must have the mutual consent of the respective county and municipality. Improving the administration of street light improvement districts is part of a resolution passed by the League last summer. The League appreciates Rep. Ugenti's support on this issue.

Annexation

A trio of annexation related legislation was considered in the House Government Committee on Tuesday. HB 2126 (municipal annexation: size; exception), HB 2148 (municipalities; counties; transfer; right-of-way) and HB 2330 (municipalities; deannexation; public right-of-way) all seek to enact minor changes to Arizona's annexation statutes. The League registered its support on the measures, which all passed unanimously.

Councilmember Eligibility

HB 2162 (city or town council; vacancy), passed the House Government Committee this week by a unanimous vote. Sponsored by Representative Debbie Lesko (R - Peoria) the bill states that if any member on a city or town council ceases to be a qualified elector or resident of that municipality, at any time during the member's term of office, their council seat must be deemed vacant. The measure also says that the vacancy can be filled as any other vacancy would be, and that the county attorney is deemed the appropriate entity to conduct investigations into the vacancy. The bill arose out of a situation in a city where a council member had moved out of state before his term was up, but remained on the council. The bill now moves to the Rules Committee.

Pension Eligibility

On Tuesday, the House Insurance and Retirement Committee passed HB 2050 (ASRS membership; section 218 requirements) on a 7-0 vote. The bill, sponsored by Representative Phil Lovas (R-Peoria) decouples the Arizona State Retirement System's (ASRS) eligibility requirements from the state's Section 218 agreement with the Social Security Administration. This change will finally put to rest the question of the pension eligibility of certain public safety employees, at least in regards to new hires. The League believes this bill represents a big step towards resolving this issue. The League would like to thank Rep. Lovas, Representative Bob Robson (R-Chandler), ASRS, legislative staff and the other numerous stakeholders for their extensive work on this issue. The bill, which was amended to clarify the process for newly eligible employees to purchase service, now proceeds to the Rules Committee.

Other Bills of Note

(All bills being actively monitored by the League can be found here.)

Bill Number - Short Title - Subject(s)
No bills of note.

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Issue 3 - January 24, 2014

Legislative Overview

Despite the shortened work week due to the Martin Luther King Jr. Day federal holiday on Monday, the Legislature saw significant committee work take place. Similarly, posted documents for next week indicate that even more robust agendas will be tackled by committees. The League is hopeful that this activity is indicative of a desire to have a succinct session with minimal controversy.

On Friday, the Governor released the Executive Budget for fiscal year 2015. Relevant documents can be found here. The League is encouraged by the recommendation for increased staff and funding to the Department of Revenue, specifically earmarked to assist in the implementation of last year's transaction privilege tax bill, HB 2111. Conversely, it was disappointing to see that although the perennial Highway User Revenue Fund (HURF) shift is acknowledged, at this time the Executive FY15 budget does not recommend funding HURF according to the statutory formula. The League will continue to work with the Executive and Legislative branches to express our strong support for true HURF restoration.

On the budgetary front, the Joint Legislative Budget Committee (JLBC) presented to the Legislature this week, comparing the JLBC baseline to the Executive Budget. The presentation can be found here. Cities statewide are encouraged by the current legislative proposal to eliminate the HURF shift in FY 15 and FY 16. The League applauds the Legislature for supporting the elimination of the HURF shift, even if on a temporary basis, as the funding will provide much needed support for local road construction and maintenance projects.

As of this morning, 490 bills and 40 memorials and resolutions have been introduced in the house; compared to 209 bills and 7 memorials and resolutions in the Senate. The League is currently tracking and monitoring 154 pieces of legislation for their potential impacts to cities and towns.

Pension Board Membership

This past Tuesday, the House Insurance and Retirement Committee passed an amended HB 2203 (ASRS; PSPRS; board membership) on a 5-3 vote. The amended bill, sponsored by Rep. Phil Lovas (R-Peoria), modifies the board membership of the Arizona State Retirement System and the Public Safety Personnel Retirement System to include a political subdivision from an urban area and one from a rural area. The League is supportive of the issue, which was the subject of a resolution adopted in August at the League's Annual Conference.

Other Bills of Note

(All bills being actively monitored by the League can be found here.)

Bill Number - Short Title - Subject(s)
No bills of note.

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Issue 2 - January 17, 2014

Legislative Overview

On Monday, January 13, Arizona's 51st Legislature convened its second regular session. Governor Jan Brewer delivered her annual State of the State Address. Perhaps the biggest announcement of the address was the dissolution of the Department of Economic Security's Division of Children, Youth and Families, which contains Child Protective Services, the establishment of the Division of Child Safety and Family Services and a call to the Legislature to work with her office to effect those necessary changes. While light on specifics, the speech did hint at gubernatorial initiatives regarding transportation, technology and manufacturing. More details about these policy goals for the executive may become clearer as the Governor unveils her budget for the upcoming fiscal year later today.

Yesterday at 5 pm marked the deadline for House members to introduce bills before the seven-bill limit was imposed. As of this morning, 473 bills and 39 memorials and resolutions has been introduced in the house, compared to 124 bills and 3 memorials and resolutions in the Senate.

Although today marks only the fifth day of session, it is already clear that pension will be a significant topic at the Capitol. The League will continue to monitor and evaluate pension-related proposals, always cautious as to how their provisions will affect the longevity and viable of the state's retirement plans.

As a note, the Legislature will be closed on Monday in recognition of the Martin Luther King holiday.

Federal - Volunteer Firefighters

Last Friday, the U.S. Department of the Treasury released a statement clarifying that the "bona fide" volunteer firefighters as well as the volunteer emergency medical personnel of governmental or tax-exempt organizations would not be counted as employees under the Affordable Care Act (ACA). Without this clarification, many small cities and towns that utilize volunteers as first responders could've been considered large employers under the ACA and would have been forced to incur increased health care costs. The League would like to thank the work of the National League of Cities in working with the federal government to rectify the situation.

Exercise of Religion

The Senate Government and Environment Committee passed SB 1062 (exercise of religion; state action) on Thursday by a vote of 4-2. The bill expands the definition of a person for the purposes of expressing religion to include individuals, associations, partnerships, corporations, churches, estates, trusts, foundations or other legal entities. The measure also allows a person to seek relief through a judicial proceeding for the alleged infringement of their religious beliefs regardless of whether the government is a party to the proceeding. The bill's sponsor, Senator Steve Yarbrough (R - Chandler) has stated publicly that he is trying to protect private individuals or businesses from having

their religious beliefs infringed upon. The League is opposed because of the potential for persons to assert religion as a defense against a municipal regulation or code. The bill now goes to the Rules Committee.

Misconduct Involving Weapons

On Thursday the Senate Judiciary Committee passed SB 1063 (misconduct involving weapons; firearm storage) by a vote of 5-2. The bill says that full compliance with current statute is necessary before government can deny access to public establishments or events to people with firearms. Current law, A.R.S. 13-3102.01 already provides for such storage. The League was neutral with concerns on the measure, as it has not received any feedback that cities and towns are not already in compliance with the current statute. The League also asked for the opportunity to be a part of a stakeholder process to see if there are any compliance issues that could be addressed without proceeding further with this legislation. As various committee members also expressed a desire to see further investigation into these issues, the sponsor, Senator Rick Murphy (R - Peoria) agreed to convene stakeholders to delve further into the issue. The bill proceeds to the Rules Committee.

Firearm Definition

Also on Thursday, the Senate Judiciary Committee passed SB 1064 (firearm; definition) by a vote of 5-2. This bill, also sponsored by Senator Murphy, redefines firearms to include those only manufactured after January 1, 1899 and using explosive or burning gas to emit projectiles. It also states that a firearm is inoperable if it cannot be fired without mechanical repair, the use of tools or replacement of parts. (If a firearm is inoperable it can be brought into public establishments or events without checking it into storage). The League was neutral with concerns as 1) the redefinition was not vetted with stakeholders; 2) that guns manufactured prior to Jan. 1, of 1899 that are operable could be brought into public buildings, and 3) that a person could potentially make a weapon operable in a short period of time without the knowledge of the person in charge of the storage locker. Once again various committee members voiced their concern about the lack of a stakeholders' process, and once again the sponsor agreed to hold such a meeting. The bill proceeds to the Rules Committee.

Other Bills of Note

(All bills being actively monitored by the League can be found here.)

Bill Number - Short Title - Subject(s)
No bills of note.

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Issue 1 - January 10, 2014

Legislative Overview

On Monday, January 13, the second regular session of Arizona's 51st Legislature will convene. Any mayors, councilmembers and municipal staff attending the Opening Day ceremonies are welcome to use the League as their "base of operations" throughout the day.

In addition to the excitement and activity associated with welcoming returning legislators, Governor Jan Brewer will deliver her annual State of the State Address. Although the specifics of the governor's speech are unknown, it is expected to include the topic of Child Protective Services and the thousands of unresolved cases. Of particular interest to municipalities, it is expected that the Governor will unveil details about her proposal to provide some manner of tax exemptions for the electricity used by large-scale manufacturers. At this point no specifics are available on the proposal; the League will provide greater information and analysis in the coming weeks as more details are made available.

Session Deadlines

Every session has deadlines pertaining to bill submissions and hearings. These are established by rule and are subject to change. This year, the schedule is as follows:

January 2014
Monday, the 13th - First day of session
Thursday, the 16th - House 7-bill Introduction Limit Begins (5 p.m.)

February 2014
Monday, the 3rd - Senate Bill Introduction Deadline (5 p.m.)
Monday, the 10th - House Bill Introduction Deadline (5 p.m.)
Friday, the 21st - Last Day to hear bills in the chamber of origin

March 2014
Friday, the 21st - Last Day to hear bills in the opposing chamber

April 2014
Tuesday, the 22rd - 100th Day of Session

Monday Teleconferences

The League will continue to host a weekly teleconference to report on the status and impact of various legislative bills in the 2014 session. The calls are scheduled for Monday mornings promptly at 10:00 a.m. Mayors, managers and other city or town staff who are interested in legislative activities are invited to participate. Call-in numbers and a brief agenda will be sent out prior to the calls, the first of which is scheduled for this Monday, January 13. If you would like to receive the Monday agendas, please contact league@azleague.org and request to be added to the distribution list for the Monday teleconference.

Legislative Bulletin

The League will electronically distribute the legislative bulletin every Friday during the legislative session. The bulletin serves as a way for the League to communicate to elected officials, staff and other interested parties about activities at the Legislature with relevance to cities and towns. If you know of any municipal official or staff member that would like to subscribe to the bulletin please have them send their name and email to league@azleague.org and request to be added to the legislative bulletin distribution list.

This year will see the continuation of the more streamlined format introduced last year. Rather than provide a detailed narrative description and update on all municipally-related legislation that saw action during the prior week, the Bulletin will highlight only the top half-dozen or so topics and bills. Other legislation that the League is actively engaged on will still be monitored and updated; however, that information will be available on our Legislative Bill Monitoring page on the League website. The Bulletin will link to the legislation that has been updated in our Legislative Bill Monitoring Section. We hope these changes make it more convenient for you to keep up to date on the latest legislative activities, while still providing a resource for more detailed information.

Legislative Intern

The League is pleased to welcome Cyrell Ritivoy as its new legislative intern for the 2014 session. Cyrell's background is in management and customer service. She is currently pursuing her bachelor's degree in both Justice Studies and Family and Human Development from Arizona State University. Cyrell will be assisting the League's legislative staff for the duration of the spring 2014 semester.

Your Voice

The 2014 edition of *Your Voice at the Capitol*, our listing of senators and representatives, is available here. Please use this document to access your delegation. Early contact with your legislative delegation is strongly recommended in order to establish a relationship with the elected officials representing your district. Maintaining good communications with your legislators provides them with invaluable insight as to how proposed legislation may affect their communities.

Additionally, you can contact our legislative division at (602) 258-5786 or email using the information below:

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Arizona State 51st Legislature
Second Regular Session 2014
Updated 2/7/14

WATER AND OTHER RELATED BILLS
HOUSE

HB2073, Central Arizona Project board; membership
Sponsor(s): Representatives Hale, Steele: Campbell, Gallego, Gonzales, Peshlakai, Wheeler

Passage of this bill will increase the current board of directors for the Central Arizona Project by one nonvoting member who shall be appointed by the Governor from a list of three persons who hold elected tribal office for an Indian tribe in this State, two of whom are recommended by an organization that is a statewide council of Indian tribes and one of whom represents an Indian tribe in this state with a population of more than one hundred thousand people.

Status:
House First Read 1/22/14
House Second Read 1/23/14

Assigned to:	AW	1/22/14
	RULES	1/22/14

HB2092, department of environmental quality; continuation
Sponsor(s): Representatives Shope, Cardenas, Fann, Hale, Peshlakai, Pratt, Thorpe, Senator Crandall: Representatives Escamilla, Lovas, Saldate,

Passage of this bill extends the termination date of the Department of Environmental Quality to July 1, 2024.

Status:
House First Read 1/22/14
House Second Read 1/23/14

Assigned to:	EENR	1/22/14	2/3/14 (7-0-0-1-0) DP
	Rules	1/22/14	

HB2206, water and energy improvement districts
Sponsor(s): Orr, Sherwood

Passage of this bill will allow for the establishment of a new special taxing district for water and energy infrastructure improvements. The governing body of a city, town or county may designate an area within their jurisdiction as a district within which authorized local government officials and owners of qualified real property may enter into written contracts to impose assessments to repay the financing by owners of qualified projects that are intended to make the property more energy or water efficient or independent.

STATUS:

House First Read 1/22/14
House Second Read 1/23/14

Assigned to:	EENR	1/22/14
	GOV	1/22/14
	Rules	1/22/14
	Approp	1/22/14

HB2220, improvement districts, municipal services

Sponsor(s): Representative Fann

Passage of this bill allows an improvement district to continue to provide municipal services in areas no longer designated, under certain circumstances.

Status:

House First Read 1/22/14
House Second Read 1/23/14

Assigned to:	GOV	1/22/14
	Rules	1/22/14

HB2223, water infrastructure finance authority; continuation

Sponsor(s): Representatives Fann, Borrelli, Cardenas, Coleman, Hale, Peshlakai, Shope, Steele, Thorpe: Allen, Boyer, Gowan, Livingston, Mesnard, Otondo, Pratt, Saldate, Ugenti

Currently, WIFA is scheduled to terminate on July 1, 2014. Passage of this bill extends the termination date of the Water Infrastructure Finance Authority to July 1, 2022.

Status:

House First Read 1/22/14
House Second Read 1/23/14

Assigned to:	AW	1/22/14	1/28/14 (8-0-0-0-0) DP
	Rules	1/22/14	2/3/14 (6-0-0-3-0) C&P

Majority Caucus 2/4/14 Y
Minority Caucus 2/4/14 Y

HB2326, water banking authority, storage credits

Sponsor(s): Shope, Orr

Allows AWBA to purchase long-term storage credits for the purpose of Indian firming. Proposed by ADWR.

STATUS:

House First Read 1/22/14
House Second Read 1/23/14

Assigned to:	AW	1/22/14
	Rules	1/22/14

HB2434, water infrastructure finance authority; report

Sponsor(s): Representative Thorpe

Changes the date the annual report must be completed from January 1 to January 31 of each year.
Status:

HB2456, rulemaking; restrictions
Sponsor(s): Representative Farnsworth

Prohibits all state agencies from enacting rules that are more than ministerial in nature. Proposed other rulemaking restrictions. Similar bill was vetoed in 2013.
Status:
House First Read 1/30/14
House Second Read

Assigned to:	GOV	1/30/14
	RULES	1/30/14

HB2504, supplemental appropriation; navigable stream commission
Sponsor(s): Representative Gray

Passage of this bill provides $150,000 from the state General Fund (GF) in FY 2014 to the Arizona Navigable Stream Adjudication Commission (ANSAC) for legal expenses of the commission
Status:
House First Read 1/27/14
House Second Read 1/28/14

Assigned to:	APPROP	1/27/14	1/29/14 (9-0-0-2-0) DP
	RULES	1/27/14	1/30/14 (5-0-0-4-0) C&P
Majority Caucus		01/30/14 Y	
Minority Caucus		01/30/14 Y	
COW Action 1:	01/30/14 DP		

HB2516, groundwater, credits, Pinal AMA
Sponsor(s): Representatives Smith, Barton, Borrelli, Kwasman, Mitchell, Thorpe, Townsend, Senators Farnsworth D, Melvin: Representative Livingston

Passage of this bill would prohibit the director of ADWR from adopting or implementing any administrative rule in the Pinal AMA that reduces the amount or quantity of credits granted by ADWR for the extinguishment of irrigation grandfathered rights.
Status:
House First Read 1/30/14
House Second Read 2/3/14

Assigned to:	AW	1/30/14
	RULES	1/30/14

HB2523, projects, water supply development

Sponsor(s): Representatives Barton, Thorpe, Tobin: Escamilla, Mitchell, Otondo, Pratt, Seel, Shope, Smith, Senator Crandell

Passage of this bill would appropriate $30,000,000 from the general fund to the water supply development revolving fund in fiscal year 2014-2015.

Status:

House First Read 1/30/14
House Second Read 2/3/14

Assigned to:	AW	1/30/14
	APPROP	1/30/14
	RULES	1/30/14

SENATE

SB1072, energy conservation, school buildings

Sponsor(s): Ableser Bradley, Farley, Gallardo, Hobbs, Tovar; Representatives Mendez, Sherwood: Senators Meza, Pancrazi

On or before December 31, 2015, all school districts and charter schools shall adopt a green cleaning policy. On or before July 1 2019, all state agencies, universities school districts and community college districts shall purchase at least 10 percent of their energy requirements from green sources. An energy and water efficiency fund for public facilities is established and administered by the Arizona Commerce Authority and consists of monies appropriated by the legislature. The fund shall be used to finance energy and water efficiency measures for public facilities. The Authority shall make available the sum of ten million dollars from the Arizona Commerce Authority Fund. An entity that receives a loan from this fund shall repay the principal and interest on the loan from the value of the energy or water savingst hat accrues as a result of the energy or water conservation measure implemented with the borrowed monies.

STATUS:

Senate First Read 1/15/14
Senate Second Read 1/16/14

Assigned to:	ED	1/15/14
	APPROP	1/15/14
	RULES	1/15/14

SB, 1150, sewer connections, county islands, prohibition

Sponsor(s): Senators Farnsworth D, Barto, Burges, Murphy; Representatives Borrelli, Boyer, Gowan, Lesko, Livingston, Townsend: Senators Crandell, Griffin, Meza, Reagan, Shooter, Ward, Yarbrough, Yee; Representatives Mitchell, Montenegro, Petersen, Thorpe

Prohibits cities from requiring residents on county islands in the municipal planning area to connect to the city sewer system. Amended 1/31 to allow ADEQ to require sewer connection

upon determination that connection is necessary to abate an environmental nuisance or to eliminate a threat to water quality standards.
STATUS:
Senate First Read: 1/22/14
Senate Second Read 1/23/14

Assigned to:	GE	1/22/14	2/3/14 (7-0-0-0) DPA
	RULES	1/22/14	

SB, 1161, municipal policies, authority

Sponsor(s): Senators Griffin, Farnsworth D, Murphy, Ward; Representatives Gowan, Stevens: Senator Burges; Representatives Barton, Borrelli, Livingston, Mitchell, Montenegro, Petersen, Seel, Thorpe, Townsend

Passage of this bill would allow cities to adopt a set of streamlined local government policies pertaining to property rights, law enforcement, and finance; and provides the framework for those adopted policies.
STATUS:
Senate First Read: 1/23/14
Senate Second Read: 1/273/14

Assigned to:	GE	1/23/14	1/27/14 **HELD**
	RULES	1/23/14	

SB, 1165, small mines; environmental regulation

Sponsor(s): Senator McGuire; Representative Cardenas: Senators Griffin, Melvin; Representative Pratt

Passage of this bill would exempt a mining facility of 10 acres or less with a tailings pond of five acres or less in size from adopting the best available demonstrated control technology if they comply with several requirements.
STATUS:
Senate First Read: 1/23/14
Senate Second Read: 1/27/14

Assigned to:	NRRA	1/23/14
	RULES	1/23/14

SB, 1166, groundwater extinguishment, Pinal AMA

Sponsor(s): McGuire, Gallardo, Hobbs, Pancrazi

Passage of this bill would prohibit ADWR from adopting or implementing a rule in the Pinal AMA that reduces the amount or quantity of credits for the extinguishment of irrigation rights.
STATUS:
Senate First Read: 1/23/14
Senate Second Read: 1/27/14

Assigned to:	GE	1/23/14
	RULES	1/23/14

SB, 1167, natural resource conservation districts, funding

Sponsor(s): Senator McGuire; Representative Cardenas: Senators Pancrazi, Pierce; Representative Pratt

Passage of this bill would allow the state land commissioner to request up to $50,000 for each NRCD.

STATUS:

Senate First Read: 1/23/14
Senate Second Read: 1/27/14

Assigned to:	APPROP	1/23/14
	NRRA	1/23/14
	RULES	1/23/14

SB, 1185, home sales, water supply disclosure

Sponsor(s): Senators Ableser, Gallardo, Representative Mach, Mcguire

Passage of this bill would require, beginning January 1, 2015, a subdivider who sells one or more lots in subdivision located outside of an AMA to record a document that contains a statement of water adequacy or inadequacy for the subdivision. The document is to be recorded with the County Recorder of the County in which the subdivision is located.

STATUS:

Senate First Read: 1/27/14
Senate Second Read: 1/28/14

Assigned to:	NRRA	1/27/14
	GE	1/27/14
	RULES	1/27/14

SB, 1267, natural resource management

Sponsor(s): Senators Pierce

Requires the State Land Department, Department of Water Resources Department of Environmental Quality and Game and Fish Department to monitor federal natural resource management issues that impact federal lands in the state; encourage increased cooperation and collaboration with federal agencies regarding natural resource management of federal lands in the state; submit comments as necessary regarding proposed federal regulations impacting natural resource management of federal lands in the state; provide information to the public regarding federal regulations impacting natural resource management of federal lands in the state; and inform the President of the Senate, Speaker of the House, Chairperson of the Senate Natural Resources and Rural Affairs Committee and the Chairperson of the House Energy, Environment and Natural Resources Committee.

STATUS:

Senate First Read: 1/29/14
Senate Second Read: 1/30/14

Assigned to:	NRRA	1/30/14
	RULES	1/30/14

SB, 1274, aquifer protection permits; post-closure procedure

Sponsor(s): Senators Griffin, Barto, Burges, Crandell, Driggs, McGuire, Pierce; Representatives Cardenas, Gowan, Pratt, Tobin: Senators Biggs, Farnsworth D, Gallardo, McComish, Melvin, Pancrazi, Reagan, Shooter, Ward, Worsley, Yarbrough, Yee; Representative Shope

Establishes periodic closure cost estimate and financial responsibility reporting requirements for aquifer protection permits (APP). Passage of this bill exempts a state or federal agency or a county, city, town or other local government from the cost estimate updating and periodic reporting requirements. For purposes of evaluating an applicant's financial competence for closure of an aquifer protection permit, the director of ADEQ may consider a closure strategy or cost estimate rather than a closure plan. This bill identifies what the cost estimate shall be based on for an applicant and requires the cost estimate to be updated periodically.

STATUS:

Senate First Read: 1/30/14

Senate Second Read:

Assigned to:	GE	1/30/14	2/3/14 (5-2-0-0) DP
	RULES	1/30/14	

SB, 1292, Arizona resource advisory council

Sponsor(s): Senator Griffin,

Establishes the Arizona Resource Advisory Council and outlines its membership and duties. Membership consists of five people, three appointed by the Governor, one of whom is a member of the federal RAC, and one each appointed by the President of the Senate and Speaker of the House. Requires the Council to develop recommendations for the following: BLM and any other federal land management agency regarding land use, planning, classification and retention and management and disposal of federal lands within Arizona; the Governor's natural resource review council; and any matter requested by the Governor, President, Speaker or State Land Commission. Stipulates the Council must act as an advisory body regarding the planning and management of federal land resources in Arizona; and submit an annual report to the Governor, President, Speaker and Secretary of State. The Council sunsets on July 1, 2024. **AMENDED 1/31/14 to include one person appointed by the President of the Senate that represents a nationally or regionally recognized environmental or conservation organization and one person who is appointed by the Speaker of the House that represents a nationally or regionally recognized environmental or conservation organization.**

STATUS:

Senate First Read 2/3/14

Senate Second Read 2/3/14

Assigned to:	GE	2/3/14	2/3/14 (6-0-1-0) DPA
	RULES	2/3/14	

SB, 1465, rural and tribal infrastructure; development

Sponsor(s): Senators Begay; Dalessandro, Hobbs

Passage of this bill would establish the Rural Arizona and Tribal Infrastructure Authority and the Rural Arizona and Tribal Infrastructure Revolving Fund, which would be administered by the

board of the Authority. The Authority, through its board of directors, will act as a central clearing house for the rural Arizona and tribal infrastructure capital improvement plan and will administer and coordinate the plan, provide for a common application and funding process, evaluate infrastructure project proposals and award grants, financial assistance, technical assistance and loans to qualified projects from monies available in the rural Arizona and tribal infrastructure revolving fund. The board consists of 11 members appointed by the governor. The Authority will spend 75 percent of the monies in the fund on exclusively tribal projects and 25 percent of the monies on cooperative projects between a tribe and a city or town in a county with a population of less than 300,000 people, or a county of less than 300,000 people.

STATUS:

Senate First Read 2/4/14
Senate Second Read 2/5/14

Assigned to	TRANS	2/5/14
	FIN	2/5/14
	RULES	2/5/14

SB, 1478, water protection fund; mesquite; tamarisk

Sponsor(s): Senator Griffin,

Passage of this bill would prohibit the spending of money from the water protection fund for any project that would include the planting of mesquite, tamarisk, or other high water usage tree, but may be used for the removal of those trees.

STATUS:

Senate First Read 2/4/14
Senate Second Read 2/5/14

Assigned to:	GE	2/5/14
	RULES	2/5/14

SR, 1003, EPA, nullification of rules

Sponsor(s): Senators Burges, Crandell, Farnsworth D, Griffin; Representatives Borrelli, Boyer, Gowan, Kavanagh, Kwasman, Livingston, Petersen, Seel, Smith, Stevens, Thorpe, Townsend: Senators Begay, Biggs, Melvin, Murphy, Pierce, Shooter, Ward, Yarbrough; Representatives Barton, Coleman, Fann, Forese, Gray, Lesko, Lovas, Mesnard, Mitchell, Montenegro, Olson, Pierce J, Ugenti

Declares that the member of the Senate support the nullification of all rules imposed by the U.S. Environmental Protection Agency. Amended 1/31

STATUS:

Senate First Read: 1/27/14
Senate Second Read: 1/28/14

Assigned to:	GE	1/27/14	2/3/14 (5-1-1-0) DP
	RULES	1/27/14	

SCM, 1001, Yuma Desalting Plant

Sponsor(s): Griffin, Representatives Gowan, Stevens: Senators Burges, Farnsworth D, Murphy, Ward; Representatives Barton, Borrelli, Kwasman, Livingston, Mitchell, Montenegro, Seel, Thorpe, Townsend

This memorial requests the U.S. Department of the Interior to take all necessary measures to operate the Plant. This memorial also directs the Arizona Secretary of State to transmit copies of this memorial to the President of the U.S., the President of the U.S. Senate, the Speaker of the U.S. House of Representatives and each member of Congress from the State of Arizona.

STATUS:

Senate First Read: 1/23/14
Senate Second Read: 1/27/14

Assigned to:	GE	1/23/14	1/27/14 (5-0-2-0) DPA
	RULES	1/23/14	2/3/14 PFC

Majority Caucus 2/4/14 Y
Minority Caucus 2/4/14 Y

COMMITTEES

AW	**House Agriculture and Water Committee**
ED	**Senate Education Committee**
EENR	**House Energy Environment and Natural Resources Committee**
GE	**Senate Government and Environment Committee**
GOV	**House Government Committee**
NRRA	**Senate Natural Resources and Rural Affairs Committee**
APPROP	**Appropriations Committee**
RULES	**Rules Committee**
TRANS	**Transportation**
FIN	**Finance**

ACRONYMS

DP	**Do Pass**
DPA	**Do Pass Amended**
C&P	**Constitutional and Proper**
PFC	**Proper for Consideration**
PFC W/FL	**Proper for Consideration with Floor Amendment**
SE	**Strike Everything**

CALENDARD DEADLINES
FEBRUARY 2014

Monday 2/3	**Senate Bill Introduction Deadline (5:00 p.m.)**
	House Bill Intro Set Preparation Deadline (5:00 p.m.)

Monday 2/10	**House Bill Introduction Deadline (5:00 p.m.)**
Friday 2/21	**Last Day to Hear SBs in Senate Committees** **Last Day to Hear HBs in House Committees**

MARCH 2014

Friday 3/21	**Last Day to Hear SBs in House Committees** **Last Day to Hear HBs in Senate Committees**

APRIL 2014

Friday 4/18	**Last Day for Conference Committees** **(By House and Senate Rule)**
Tuesday 4/22	**100th Day of Session**

New section in 28-7060 (title 28, ch. 20, art. 5)

§ 28-7060. Removal and relocation of underground facilities

A. AN UNDERGROUND FACILITIES OPERATOR SHALL NOT BE REQUIRED TO REMOVE OR RELOCATE AN ACTIVE, INACTIVE OR ABANDONED UNDERGROUND FACILITY LOCATED IN A RIGHT OF WAY OF A STATE HIGHWAY, STATE ROUTE, OR INTERSTATE HIGHWAY UNDER THE DIRECT CONTROL OF THE DIRECTOR EXCEPT TO THE EXTENT THAT DURING THE DESIGN PHASE THE UNDERGROUND FACILITIES OPERATOR IS NOTIFIED THAT THE UNDERGROUND FACILITY WILL BE IN DIRECT PHYSICAL CONFLICT WITH THE EXCAVATION FOR ACTIVE ROADWAY CONSTRUCTION AND WILL BE WITHIN THE BOUNDARY OF THE AREA IDENTIFIED FOR EXCAVATION.

B. AFTER NOTIFICATION AN UNDERGROUND FACILITIES OPERATOR SHALL PROMPTLY REMOVE OR RELOCATE SO MUCH OF THE UNDERGROUND FACILITIES AS WOULD BE WITHIN THE MUTUALLY IDENTIFIED BOUNDARY OF ACTIVE EXCAVATION AND IN A POSITION OF EXPOSURE AT THE TIME OF EXCAVATION.

C. FOR THE PURPOSES OF THIS SECTION, THE FOLLOWING TERMS HAVE THE SAME MEANING PRESCRIBED IN SECTION 40-360.21: "ABANDONED", "EXCAVATION", "INACTIVE", "UNDERGROUND FACILITIES OPERATOR" AND "UNDERGROUND FACILITY".

New paragraph 5 in section 40-360.22, subsection L

5. ANY REMOVAL AND RELOCATION UNDER THIS ARTICLE OF AN UNDERGROUND FACILITY LOCATED IN A RIGHT OF WAY OF A STATE HIGHWAY, STATE ROUTE, OR INTERSTATE HIGHWAY UNDER THE DIRECT CONTROL OF THE DIRECTOR SHALL BE AS PROVIDED IN SECTION 28-7060. REMOVAL OR RELOCATION OF UNDERGROUND FACILITIES UNDER SECTION 28-7060 SHALL NOT RELIEVE THE UNDERGROUND FACILITY OPERATOR FROM ITS OBLIGATIONS UNDER THIS ARTICLE FOR ITS REMAINING ACTIVE, INACTIVE OR ABANDONED UNDERGROUND FACILITIES. FOR THE PURPOSES OF THIS PARAGRAPH "DIRECTOR," "RIGHT OF WAY", "STATE HIGHWAY", AND "STATE ROUTE" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 28-101.

Clean up language in Blue Stake statutes, Title 40

40-360.22. Excavations; determining location of underground facilities; providing information; excavator marking; on-site representative; validity period of markings; liability for misuse of locate requests; detectible underground locating devices; civil penalty

A. A person shall not make or begin any excavation in public street, alley, right-of-way dedicated to the public use or public utility easement or in any express or implied private property utility easement or in any apartment community or mobile home park without first determining whether underground facilities will be encountered, and if so where they are located from each and every underground facilities operator and taking measures for control of the facilities in a careful and prudent manner. For all excavations in an apartment community or mobile home park, the excavator shall inform the landlord as promptly as ~~practical~~ PRACTICABLE that the excavator intends to submit an inquiry to the landlord that will trigger the landlord's obligations provided by subsection B of this section and the inquiry itself shall be made by certified mail to the landlord, using a form prepared by a one-call notification center. The inquiry to a landlord may be made by a one-call notification center for a reasonable fee to the excavator.

B. Except as otherwise provided in this subsection, upon receipt of the excavator's inquiry, the underground facilities operator shall respond as promptly as ~~practical~~ PRACTICABLE, but in no event later than two working days, by carefully marking such facility with stakes or paint or in some customary manner. A landlord shall respond in the same manner and as promptly as ~~practical~~ PRACTICABLE, but in no event later than ten working days. No person shall begin excavating before the location and marking are complete or the excavator is notified that marking is unnecessary. If the excavator consents, an underground facilities operator may notify a one-call notification center that marking is unnecessary pursuant to a method established by the one-call notification center. An underground facilities operator may assign any marking or notification obligations required by this subsection to an agent or servant of the underground facilities operator. An underground facilities operator may notify the excavator that marking is unnecessary pursuant to any mutually agreeable method.

40-360.26. Damage of underground facility; liability to owner; homeowner and tenant exemption

A. If any underground facility is damaged by any person in violation of this article as a result of failing to obtain information as to its location, failing to take measures for protection of the facilities or failing to excavate in a careful and prudent manner, the person is liable to the UNDERGROUND FACILITIES OPERATOR ~~owner of the underground facility~~ for the total cost of the repair of the facility TOGETHER WITH ALL OTHER RESULTING DAMAGES THAT ARE PROXIMATELY CAUSED BY THE DAMAGE TO THE UNDERGROUND FACILITY.

B. A homeowner or homeowners' association engaging in excavating in an express or implied private property utility easement across property owned by the homeowner or homeowners' association is not liable to the owner or operator of the underground facility damaged by the homeowner or homeowners' association pursuant to this section if the damaged underground facility is not buried or placed below ground in accordance with the applicable standards, if the underground facility is not located within the easement or if the homeowner or homeowners' association engaged in the excavation has complied with section 40-360.22. This subsection does not apply to any person employed by a homeowner or a homeowners' association including a contractor licensed pursuant to title 32, chapter 10 or a person engaging in contracting without a license as prohibited by section 32-1151.

C. Notwithstanding any other provision in this article, a homeowner is not liable for any costs or expenses, including damage to third parties, resulting from damage to an underground facility owned by the homeowner but located within a public right-of-way if the damage was not caused by the homeowner's actions or by the homeowner's refusal to grant permission to the underground facilities operator of a sewer system to access the real property for the purpose of ascertaining the location of the underground sewer facility. A tenant is not liable for any costs or expenses, including damage to third parties, resulting from damage to an underground facility owned by the tenant but located within a mobile home park if the damage was not caused by the tenant's actions or by the tenant's refusal to grant permission to the landlord to access the mobile home for the purpose of ascertaining the location of the underground facility.

40-360.28. Civil penalty; liability

A. Except as provided in section 40-360.22, subsection M, a person who violates any provision of this article is subject to a civil penalty in an amount not to exceed five thousand dollars to be imposed by the court in favor of the state. Any penalties received by the state shall be deposited in the state general fund.

B. If a violation of this article results in damage to an underground facility, the violator is liable to all affected underground facilities operators and excavators for all resulting damages proximately caused by the violations, including economic loss.

C. If a person violates this article by failing to provide timely notice as required by this article, by failing to respond in the time and manner provided by this article or by failing to locate and mark an underground facility in the manner provided by this article, the person is liable to all affected underground facilities operators and excavators for all damages proximately caused by the violation, including economic loss.

D. Notwithstanding any other law, a violation of section 40-360.22, subsection D or subsection L, paragraph 3 is a superseding event that breaks the chain of causation for any damages that could result from an underground facilities operator's failure to accurately locate or mark an underground facility.

E. If a landlord or an excavator complies with the duties set forth in sections 40-360.22, 40-360.30 and 40-360.32 for all facilities operated by a landlord as provided in section 40-360.22, subsection P, paragraph 1, the person is not liable for any death or injury to persons or property or for any economic loss to any person to the extent the conduct is regulated by this article. This section does not excuse any landlord or excavator from liability for any death or injury to persons or property or for any economic loss to any person to the extent the injury or loss does not arise from the conduct regulated by this article.

F. This section is not applicable to an excavation made:

1. During an emergency which involves danger to life, health or property if reasonable precautions are taken to protect underground facilities~~.~~, UNLESS THE EXCAVATION IS PERFORMED IN VIOLATION OF SECTION 40-360.24, SUBSECTION A.

2. In agricultural operations or for the purpose of finding or extracting natural resources.

3. With hand tools on property owned or occupied by the person performing the excavation while gardening or tilling such property.

40-360.30. Installation records of underground facilities

A. Except as otherwise provided in this subsection, for all new underground facilities, excluding service drops and service lines, installed after December 31, 1988 in a public street, alley or right-of-way dedicated to the public use or public utility easement, but not including any express or implied private property utility easement, the underground facilities operator shall prepare and maintain installation records of the underground facility ~~and shall refer to such records in marking pursuant to section 40-360.22, subsection B~~.

B. For all new sewer facilities installed after December 31, 2005 in any public street, alley or right-of-way dedicated to the public use or public utility easement, the underground facilities operator of a sewer system shall prepare and maintain installation records of the underground facility ~~and shall refer to such records in marking pursuant to section 40-360.22, subsection B~~. To assist the underground facilities operator of a sewer system in preparing and maintaining such records, a certified survey plan of the sewer's location in the public street, alley or right-of-way dedicated to the public use or public utility easement shall be provided to the underground facilities operator of a sewer system by the customer receiving sewer service as a condition to receiving such sewer service.

C. For all new underground facilities that are installed after December 31, 2006 in an apartment community or mobile home park and that are not owned or operated by a public utility or municipal corporation, the landlord at the time the facilities are installed or abandoned shall prepare and maintain installation records of the underground facilities. Successor landlords shall maintain the installation records that come into their possession. The landlord shall keep records in its possession and shall refer to records in marking pursuant to section 40-360.22, subsection B.

D. Installation records required by this section shall reflect, if applicable, any field notes or other indications by the installer of the facilities that the installation involved deviations or changes from installation standards, instructions or designs and the correction of any inaccuracies found as a result of locating or marking the underground facilities. Installation records of an underground facility shall indicate if all or a portion of the facility has been abandoned. Installation records required by this section are for the internal use of the underground facilities operator and its successor in locating its underground facilities and are not intended to be relied on by others.