



It's in your hands ~ "Build a stronger community – Shop Locally"

**AGENDA  
REGULAR SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS · 473 S. Main Street, Room #106  
WEDNESDAY, APRIL 17, 2013 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) April 3, 2013 – Regular Session
    - 2) March 27, 2013 – Work Session
  - b) **Set Next Meeting, Date and Time:**
    - 1) April 24, 2013 at 6:30 p.m. – Council Hears Planning & Zoning Matters
    - 2) Friday, April 26, 2013 at 8:00 a.m. – Budget Work Session
    - 3) May 1, 2013 at 6:30 p.m. – Regular Session
    - 4) Friday, May 10, 2013 at 8:00 a.m. – Budget Work Session
    - 5) May 15, 2013 at 6:30 p.m. – Regular Session
    - 6) Friday, May 17, 2013 at 8:00 a.m. – Budget Work Session
    - 7) May 22, 2013 at 6:30 p.m. – Council Hears Planning & Zoning Matters
  - c) **Possible approval of a Special Event Liquor License application by the Verde Valley Rangers Mounted Sheriff's Posse for the 2013 Cornfest to be held on July 19 & 20, 2013. Staff Resource: Debbie Barber**
  - d) **Possible approval of a Special Event Liquor License application by Distant Drums RV Park for Wine Tasting & Sales to be held at the Distant Drums RV Park located at 583 W. Middle Verde Road on Thursday, April 25, 2013. Staff Resource: Debbie Barber**
  - e) **Possible award of contract to HACI, LLC (Mohave JOC No. – HACI-0609) for the HVAC Replacement Project and authorizing the Mayor to execute the contract in the amount of \$49,884.06. Staff Resource: Ron Long**
  - f) **Possible approval of an agreement (3 years initially with an option for an additional 3 years) with Carrie A. Montavon (Kelly) P.L.L.C. Attorney at Law for prosecutorial services. Staff Resource: Russ Martin**
5. **Special Announcements & Presentations**
  - **Welcome to new Businesses –**
    - Natural Graze, LLC – Camp Verde
    - Interstate Carports Corp – San Jacinto, CA
    - Copper Creation – Clardale
    - Mike Steward Plumbing, Inc. – Cornville
    - Centennial Contractors Ent., Inc – Phoenix
    - Waternuts Aquatic Ent., Inc – Scottsdale
    - Verde Watershed Restoration – Cottonwood
    - The Nature Conservancy – Prescott
    - Complete Fire Protection, Inc.
    - G-Vision Quest, Inc. – Camp Verde
    - Verde Brewing Co. – Camp Verde
  - **Special Event Vendor Licenses:**
    - Serenidee Studio – Clarkdale
    - Sug-Art – Sedona, VOC
    - Chef Wayne's Creations – Cornville
    - Treasures by Treolo – Lake Havasu City & Lori Hines, Author – Goodyear

6. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
7. **Call to the Public for items not on the agenda.**
8. **Presentation and possible discussion of the following Quarterly Reports**
  - Board of Adjustments and Appeals
  - Planning & Zoning Commission
  - Ft. Verde State Park
  - Verde Valley Archaeology Center
9. **Discussion, consideration, and possible approval of Resolution 2013-891, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting the date for an election to consider a franchise agreement with Camp Verde Water System. Staff Resource: Debbie Barber**
10. **Discussion, consideration, and possible approval of Resolution 2013-890, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the "Town of Camp Verde Procedures and Operations Guide" and superseding all resolutions or parts of resolutions adopted by the Town of Camp Verde in conflict with the provisions of this resolution or any part of this resolution are hereby repealed, effective as of the date that this resolution is effective. Staff Resource: Russ Martin**
11. **Discussion, consideration, and possible direction to staff regarding Rio Verde Plaza, to include but not be limited to future development, interim uses, types of tenants, and a timetable. Staff Resource: Steve Ayers**
12. **Discussion, consideration, and possible direction to staff relative to updates and requested action(s) concerning proposed legislation, as described in the League of Arizona Cities and Towns Legislative Bulletins Issues #2 through #13. These bulletins are available at the Clerk's Office and on the web at <http://www.azleague.org/>. Staff Resource: Russ Martin**
13. **Call to the Public for items not on the agenda.**
14. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
15. **Adjournment**

Posted by: *D. Jones*

Date/Time: *4-11-2013*

*10:20 a.m.*

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

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.

DRAFT  
MINUTES  
REGULAR SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS  
WEDNESDAY, APRIL 3, 2013  
6:30 P.M.

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

1. **Call to Order**  
The meeting was called to order at 6:30 p.m.
  
2. **Roll Call**  
Vice Mayor Kovacovich, Councilors Whatley, George, Baker, Jones and German were present; Mayor Burnside was absent.  
  
**Also Present:** Town Manager Russ Martin, Economic Development Director Steve Ayers, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper
  
3. **Pledge of Allegiance**  
The Pledge was led by Tom Thurman.
  
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) March 20, 2013 – Regular Session
  - b) **Set Next Meeting, Date and Time:**
    - 1) April 17, 2013 at 6:30 p.m. – Regular Session
    - 2) April 24, 2013 at 6:30 p.m. – Council Hears Planning & Zoning Matters
    - 3) Friday, April 26, 2013 at 8:00 a.m. – Budget Work Session

On a motion by Kovacovich, seconded by Baker, the Consent Agenda was unanimously approved as presented.
  
5. **Special Announcements & Presentations**
  - **Possible approval of a proclamation declaring April as *Fair Housing Month***  
Vice Mayor Kovacovich formally proclaimed April as Fair Housing Month.  
  
There were no other announcements or presentations.
  
6. **Council Informational Reports**

**Whatley** reported that she had attended the Archaeological Fair; it was very well attended, and she commented on the incredible vendors.

**George** said that on Friday he had attended the VRBP coordinating committee meeting, and noted the date of April 11 Grand Opening of the survey they are doing. On Saturday George served as a docent at the Archaeology Center.
  
7. **Call to the Public for items not on the agenda.**  
There was no public input.
  
8. **Discussion, consideration, and possible approval of a consultant agreement between the Town of Camp Verde and Felipe Zubla, principal for ReSEED LLC, contracting Mr. Zubia to lobby the staff and members of the Arizona Department of Transportation State Transportation Board in regard to placing the widening of State Route 260 on ADOT's 5-Year Plan and seeing that the project is fully funded. Staff Resource: Steve Ayers**  
On a motion by George, seconded by Whatley, the Council unanimously voted to authorize the Mayor's signature and direct staff to engage all possible partners in funding the agreement in a prorated way.

Economic Development Director Steve Ayers said that he had been approached by Felipe Zubia, a former member of the ADOT Transportation Board to serve as a consultant to lobby the Board, which makes the decisions on funding projects, in connection with the Hwy 260 project. Ayers explained that the ultimate price to totally fund that project is approximately \$40 million. ADOT has more than sufficient funds on hand, and having a lobbyist who has actually served on the Board and knows how to get the funding would be particularly advantageous. Felipe Zubia has submitted a performance-based contract, proposing to go before the State Board to lobby on behalf of the road for the entire Verde Valley, for the initial cost of a \$10,000 retainer. An additional \$20,000 would be paid if Mr. Zubia is successful in getting the project on the ADOT 5-year plan between now and 2018 fully funded. Not being included in the 5-year plan could delay the project into 2020, or later.

Town Manager Martin said the initial proposed contract was not looked upon favorably by the Town Attorney. Martin said he has now presented to Mr. Zubia a proposed standard services agreement that would end June 29, 2013, for a maximum of \$30,000. If he is not able to get the project on the 5-year plan, only the \$10,000 would be paid; if somewhere into 2018 or below, the additional \$20,000 would be paid. The Town Attorney has cautioned that there is a risk to the Town in case ADOT reversed its decision somewhere along the line before 2018 and removed the funding for the project; the additional \$20,000 will have been paid, with nothing to show for it. Martin said he believes the risk is worth it, economically. Martin outlined the design phase that has been discussed with the District Engineer; once that has been accomplished, the hope is to get the entire \$40 million project, and the request for the initial funding before the Council in essence represents the leverage for that project.

Supervisor Tom Thurman outlined his ongoing fight for funding for projects in rural Arizona; ADOT personnel have said they are not sure what funding is available, and what is coming. Thurman stressed that now is the time to get on the bandwagon, with the economy starting to come back, although he questioned whether that uptum will continue. He said it is extremely important to push ADOT right now and show that everyone is on the same page; that would include the property owners and the municipalities, Cottonwood and the County. Thurman said that he and Supervisor Davis are ready to help, once they see that everyone is promoting the 260 project and getting along, and that it is possibly feasible. He added that Mr. Zubia knows ADOT, and the timing now is right.

In response to questions from the Council members, Martin and Ayers confirmed that no other community had participated in the funding for the Marathon contract, and only Cottonwood and the County have been contacted regarding the new contract; no commitment has been sought from Cottonwood as yet. Other communities have indicated support, but ADOT and Cottonwood expect Camp Verde to take the lead; there is a possibility that Cottonwood will contribute toward the \$10,000. Martin acknowledged that the full \$30,000 that may be due by the end of June is a gamble. There was discussion about the crucial importance of getting the unanimous support of the property owners in order to be able to move forward. Martin said that the Attorney wanted to make sure that the Council is aware that the Town is taking the risk that others may not join in.

9. **Discussion, consideration, and possible approval of the Capital Improvements Plan.** Staff Resource: Russ Martin

On a motion by German, seconded by Baker, the Council unanimously voted to adopt the Capital Improvements Plan with the deletion of the Equestrian Center, as it is not in the 5-year plan, acquisition of the Sewer District, and the items that would be already taken care of under the lease agreement already agreed to for the vehicles.

Martin explained that some changes to the CIP have already been requested, and outlined his recommendations for deletions involving the vehicles, the Equestrian Facility, and the sanitary system. The members held a roundtable discussion on those recommendations further, generally acknowledging that the CIP basically is just a wish list.

10. **Discussion, consideration, and possible direction to staff to prepare a final draft of the revised Position Classification and Salary Plan for Council approval, to include job descriptions and pay ranges for Public Works Analyst and Plans Examiner.** Staff Resource: Russ Martin

On a motion by Jones, seconded by George, the Council voted 3 to 3 to direct staff to make any changes to the Position Classification and Salary Plan, adding job descriptions for Public Works Analyst and Plans Examiner and

establishing the salary range for these positions, with **Whatley, Baker and German opposed**; the vote was tied; the motion did not pass.

Staff was directed to move forward on preparing a final draft for formal Council approval, and bring it back with more information for consideration, including the proposed addition of the two positions as discussed, and with more clarification than what is included in the agenda packet.

Martin said he was asking the Council to consider adding two particular proposed positions, Public Works Analyst and Plans Examiner; he outlined the skills, responsibilities and duties for each of the positions, already being performed in some instances by existing personnel in lower classifications. There was concern expressed about the possibility that approval of the new positions would enable the Manager to hire new employees, and that many Town employees are already performing more than their positions require. Martin explained that all that Council is being asked to do is to approve job descriptions, to be able to shift and better define responsibilities without adding more employees, but acknowledged that two new positions are being requested. During further discussion, staff was requested to bring back a final draft, with more information and clarification regarding the new positions and salary ranges, for consideration.

11. **Discussion, consideration, and possible direction to staff to prepare a final draft of the revised Personnel Policy Manual for Council approval by resolution.** Staff Resource: Russ Martin  
Staff was directed to prepare a final draft of the revised Personnel Policy Manual, with Council members individually providing input to the Town Manager.

Martin said that approximately a year ago, meetings were held with department representatives regarding the Personnel Policy Manual, the result of which essentially is the proposed draft now before the Council. Martin reviewed and discussed with Council some of the changes and additions, including policies in connection with holiday and overtime pay, administrative time, vacation and sick leave pay, and tuition reimbursement. Martin invited a long-time employee, Debbie Hughes, to share her input. Ms. Hughes explained her concerns and observations about the proposed draft of the Manual, including the appeal process, requesting clarification of some of the issues. Following a roundtable discussion of the proposed draft and suggested revisions, with further input from Ms. Hughes and Martin, it was agreed that the Council members individually will provide their input to the Town Manager, and staff will then prepare a final draft for consideration and Council approval at a future meeting.

12. **Discussion, consideration, and possible direction to staff relative to updates and requested action(s) concerning proposed legislation, as described in the League of Arizona Cities and Towns Legislative Bulletins Issues #2 through #10. These bulletins are available at the Clerk's Office and on the web at <http://www.azleague.org/>.** Staff Resource: Russ Martin

Martin said that the Legislature is trying to work out the Transaction Privilege Tax issues, and there is some hope, after all. They are making progress. The Construction Tax is still in there, and protection of it is crucial for communities.

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

(Comments from the following individuals are summarized.)

**Murray Lichty** asked that two problems be addressed by the Town. He has found that the Tourist Information Office at the I-17 intersection is up to their "old tricks," diverting tourists away from Camp Verde and directing them to Sedona. He also noted that the parking spaces on Hollamon do not conform to the original plan, create a traffic/pedestrian hazard, and may not be according to Code.

**David White** complained that the Library appears to be a done deal, and the people have not yet had a chance to give their opinions.

**Charlie German** reminded everyone of the upcoming meeting next Thursday at which the USGS water model will be unveiled.

There was no further public input.

14. **Manager/Staff Report**

There was no Manager/staff report.

15. **Adjournment**

On a motion by Jones, seconded by Baker, the meeting was adjourned at 9:00 p.m.

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Bob Burnside, Mayor

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Margaret Harper, Recording Secretary

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 3<sup>rd</sup> day of April 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Debbie Barber, Town Clerk

11 4 2

**MINUTES  
WORK SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS  
WEDNESDAY, MARCH 27, 2013 at 5:30 P.M.**

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

1. **Call to Order**

The meeting was called to order at 5:30 p.m.

2. **Roll Call**

Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, George, Baker, Jones and German were present.

**Also Present:** Town Manager Russ Martin, Public Works Director Ron Long, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper

3. **Pledge of Allegiance**

The Pledge was led by Vamshi Yellisetty.

4. **Presentation and update by Vamshi Yellisetty of JACOBS of the Planning Assistance for Rural Areas (PARA) Study followed by possible discussion. Staff Resource: Ron Long**

Public Works Director Ron Long introduced Vamshi Yellisetty and Patrizia Gonella, of JACOBS, who would be giving a presentation on the concept that was arrived at so far. Long emphasized that it is only a concept, not a design. The options that will be described come the closest to correcting the problems that exist at the intersection studied. Long said that the next public meeting will be held on April 2 at 5:30 p.m., till about 7:00 p.m.

Vamshi Yellisetty noted that this will be the third and final presentation to the Council prior to the public presentation on April 2. Mr. Yellisetty said he would give an overview of the study that was done and the improvements to the concept to date. The Power Point presentation outlined the transportation issues, concentrating on the tri-intersection and the business corridor of Finnie Flat Road and Main Street. Mr. Yellisetty reviewed the initial improvement concepts, the preferred improvement concepts, displayed the proposed draft public meeting exhibits, and outlined the next steps to be taken on the project. During the presentation a video simulating the actual flow of traffic through the proposed intersection was projected.

Following the presentation, Ron Long was asked about the grant received some years ago for improvements in the downtown area. Long said the project was still being worked on, the grant money is still there, but ADOT is responsible for the delay; he added that he will check with ADOT, and he will give the best report back that he can. Burnside said that since there are members of the public present he would invite them to pose any questions that they may have at this time, and that the April 2 meeting is scheduled specifically for further questions and/or ideas. Asked about "stakeholders," Mr. Yellisetty explained that those are the businesses located along Finnie Flat and the tri-intersection, the agencies impacted by the project, and the utility companies.

**PUBLIC INPUT**

(Questions from the following individuals are summarized.)

Ed Collins questioned why the southbound lane ended at Circle K.

Paul Aldridge asked why a traffic circle is needed.

**Bob Johnson** wondered who would be paying for the project, and said he does not like getting out on Turner Street, but goes around the other way.

**Fran Aries** is concerned about cutting parking spaces at Circle K, and asked how much property taxes are going up.

There was no further public input.

There was no further Council discussion.

5. **Adjournment**

On a motion by Jones, seconded by Baker, the meeting was adjourned at 6:42 p.m.

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

\_\_\_\_\_  
Margaret Harper, Recording Secretary

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Work Session of the Town Council of Camp Verde, Arizona, held on the 27<sup>th</sup> day of March 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Debbie Barber, Town Clerk



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date: April 17, 2013**

Consent Agenda       Decision Agenda       Executive Session Requested

Presentation Only       Action/Presentation

**Requesting Department: Clerk's Office**

**Staff Resource/Contact Person: Deborah Barber**

**Agenda Title (be exact: Possible approval of a Special Event Liquor License application for Verde Valley Rangers, Mounted Sheriff's Posse-for the 2013 Cornfest to be held on July 19<sup>th</sup> and 20<sup>th</sup>, 2013.**

**List Attached Documents: – Application for Special Event License**

**Estimated Presentation Time: 0**

**Estimated Discussion Time: 0**

**Reviews Completed by:**

Department Head: Deborah Barber       Town Attorney Comments: N/A

Finance Department N/A

**Fiscal Impact: None**

**Budget Code: N/A      Amount Remaining: \_\_\_\_\_**

**Comments:**

**Background Information:**

**Recommended Action (Motion): Approve Special Event Liquor License application for Verde Valley Rangers, Mounted Sheriff's Posse-for the 2013 Cornfest to be held on July 19<sup>th</sup> and 20<sup>th</sup>, 2013.**

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



10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)

11. This organization has been issued a special event license for 2 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
If yes, attach a copy of the agreement. CAMP VERDE PROMOTIONS

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.**

Name VERDE VALLEY RANGERS MOUNTED SHERIFFS POST 90%  
Percentage

Address P.O. BOX 2866, CAMP VERDE, AZ 86322

Name CAMP VERDE PROMOTIONS 10%  
Percentage

Address P.O. BOX 1970, CAMP VERDE, AZ 86322  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

     # Police  Fencing  
4 # Security personnel  Barriers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?  YES  NO

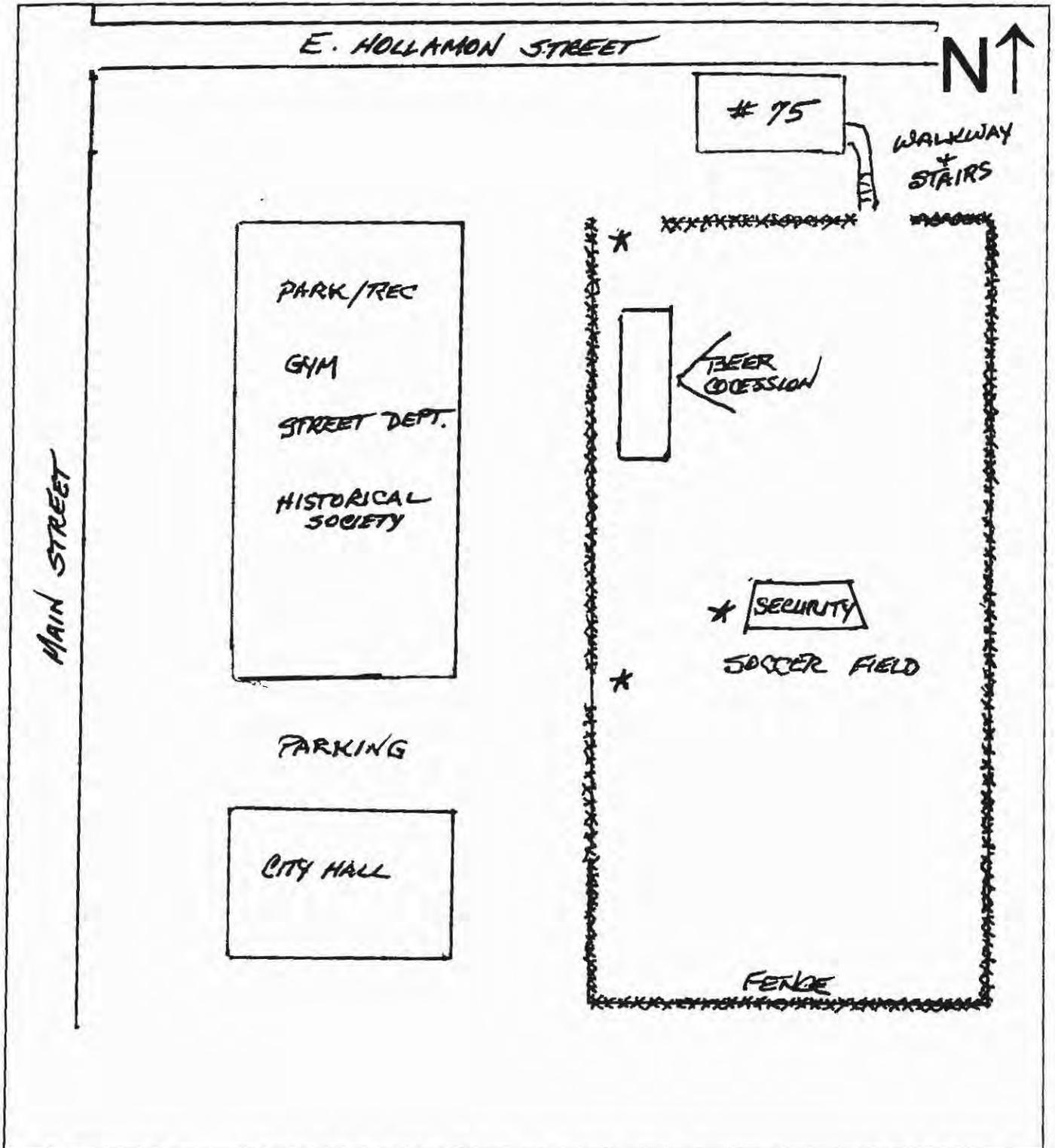
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, JAMES L WILLIAMS declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X James L. Williams EVENT COOR. 4- -13 (928 567-6107)  
 (Signature) (Title/Position) (Date) (Phone #)



Arizona County of Yavapai  
 The foregoing instrument was acknowledged before me this  
05 April 2013  
 Day Month Year

My Commission expires on: February 4 2017 \_\_\_\_\_  
 (Date) (Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, JAMES L. WILLIAMS declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X James L. Williams State of Arizona County of Yavapai  
 (Signature) The foregoing instrument was acknowledged before me this  
05 April 2013  
 Day Month Year

My commission expires on: February 17 2017 \_\_\_\_\_  
 (Date) (Signature of NOTARY PUBLIC)



**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
 (Government Official) (Title)  
 on behalf of \_\_\_\_\_  
 (City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:  
 \_\_\_\_\_  
 \_\_\_\_\_ (Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_  
 (Title) (Date)

Verde Valley Rangers  
Mounted Sheriff's Posse  
P.O. Box 2866

April 2013

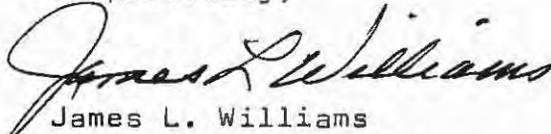
TO WHOM IT MAY CONCERN

The Verde Valley Rangers will be in charge of the Beer Concession for the Corn Fest to be held on July 19th & 20th in Camp Verde, AZ.

Camp Verde Promotions will be sponsoring and promoting this event, and requested the posse to take care of the beverage concession.

Proceeds from this event will be divided 90/10 percent.

Respectfully,



James L. Williams  
Verde Valley Rangers  
Camp Verde Promotion

Hd.



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date: April 17, 2013**

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

**Requesting Department: Clerk's Office**

**Staff Resource/Contact Person: Deborah Barber**

**Agenda Title (be exact: Possible approval of a Special Event Liquor License application for Distant Drums RV Park for Wine Tasting and Sales to be held at Distant Drums RV Park located at 583 W Middle Verde Road on Thursday April 25, 2013.**

**List Attached Documents: – Application for Special Event License**

**Estimated Presentation Time: 0**

**Estimated Discussion Time: 0**

**Reviews Completed by:**

- Department Head: Deborah Barber       Town Attorney Comments: N/A
- Finance Department N/A

**Fiscal Impact: None**

**Budget Code: N/A      Amount Remaining: \_\_\_\_\_**

**Comments:**

**Background Information:**

**Recommended Action (Motion): Approve Special Event Liquor License application for Distant Drums RV Park for Wine Tasting and Sales to be held at Distant Drums RV Park located at 583 W Middle Verde Road on Thursday April 25, 2013.**

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



10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)

11. This organization has been issued a special event license for 0 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name Fire Mountain Wines LLC 75%  
Percentage

Address P.O. Box 4120 Cottonwood AZ 86326

Name Distant Drums RV Resort 25%  
Percentage

Address 583 W. Middle Verde Rd Camp Verde AZ 86322  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have  
any questions regarding the law or this application, please contact the Arizona State Department of Liquor  
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

\_\_\_ # Police  Fencing  
\_\_\_ # Security personnel  Barriers

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16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
If yes, does the existing business agree to suspend their liquor license during the time  
period, and in the area in which the special event license will be in use?  YES  NO

(ATTACH COPY OF AGREEMENT)

Distant Drums RV Resort (928) 534-8000  
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page is to be used to prepare a diagram of your special  
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control  
measures and security positions.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N↑

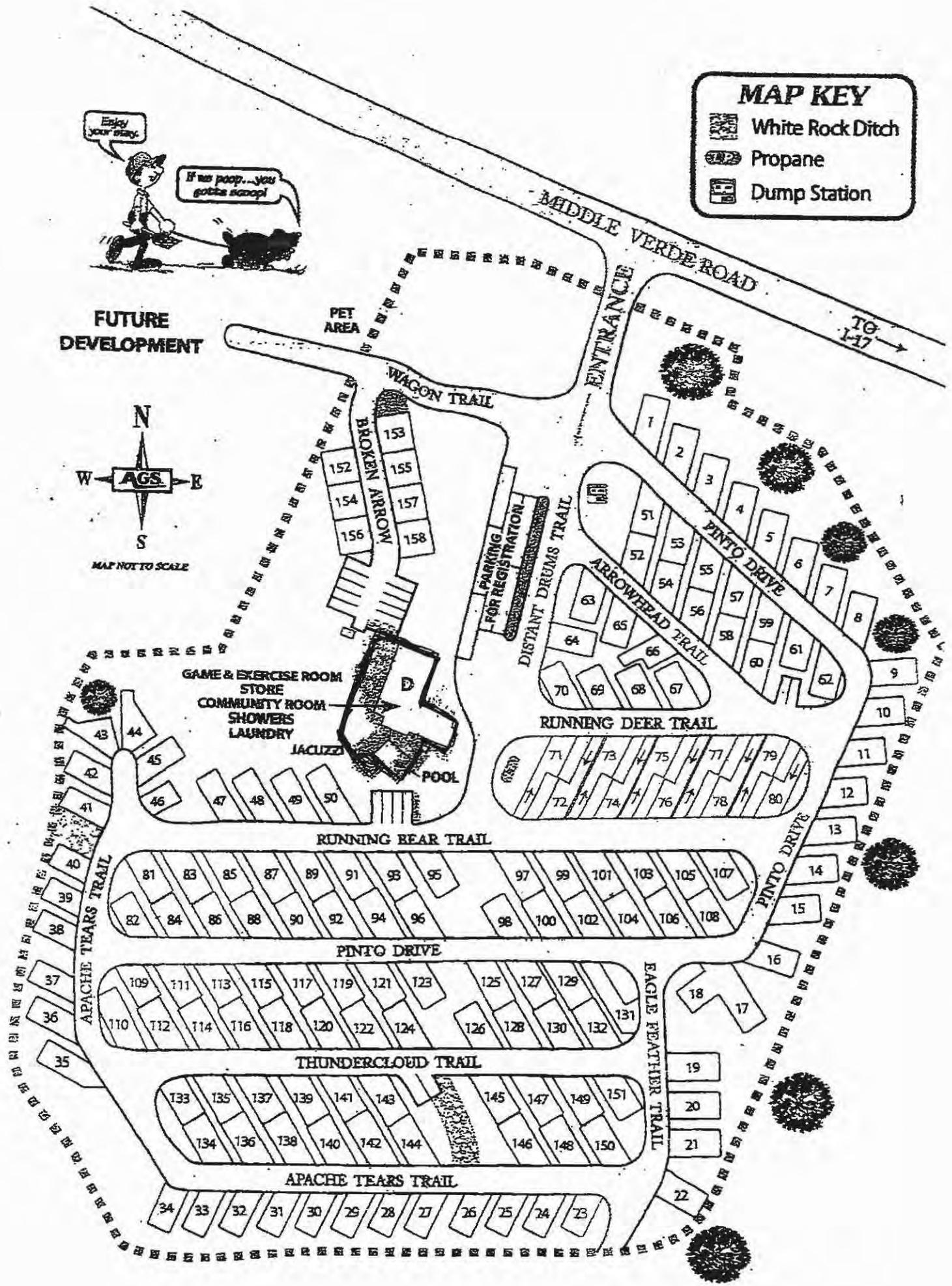
*See attached*



**MAP KEY**

- White Rock Ditch
- Propane
- Dump Station

**FUTURE DEVELOPMENT**



**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Rachel Hood declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] Executive Director 3-27-13 928 534 8000  
(Signature) (Title/Position) (Date) (Phone #)

State of Arizona County of Yavapai



KARLA REIMER  
Notary Public - State of Arizona  
YAVAPAI COUNTY  
My Commission Expires  
November 23, 2018

The foregoing instrument was acknowledged before me this 27th March 2013  
Day Month Year

My Commission expires on: \_\_\_\_\_ (Date) Karla Reimer (Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, Rachel Hood declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of Arizona County of Yavapai  
(Signature) The foregoing instrument was acknowledged before me this



KARLA REIMER  
Notary Public - State of Arizona  
YAVAPAI COUNTY  
My Commission Expires  
November 23, 2018

27th March 2013  
Day Month Year

My commission expires \_\_\_\_\_ (Date) Karla Reimer (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) hereby recommend this special event application on behalf of \_\_\_\_\_ (City, Town or County) \_\_\_\_\_ (Signature of OFFICIAL) \_\_\_\_\_ (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
(Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title) \_\_\_\_\_ (Date)

He



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date: April 17, 2013**

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

**Requesting Department: Public Works/ Maintenance Division**

**Staff Resource/Contact Person: Ron Long**

**Agenda Title (be exact):** Discussion, consideration and possible award of contract to HACI, LLC (Mohave JOC No. 10C-HACI-0609) for the HVAC Replacement Project and authorizing the Mayor to execute the contract in the amount of \$49,884.66

**List Attached Documents:** Agreement – 20 Pages

**Estimated Presentation Time:** Consent Agenda

**Estimated Discussion Time:** Consent Agenda

**Reviews Completed by:**

- Department Head:** Ron Long       **Town Attorney Comments:** Agreement approved within one year

- Finance Department**

**Fiscal Impact:**

**Budget Code:** 03-420-20-751000      **Amount Remaining:** \$75,000

**Comments:** This project was included and approved in the 2012/2013 CIP Budget.

**Background Information:**

Over the last few years Public Works (PW) has been replacing Heating Ventilation and Air Conditioning (HVAC) units on our Town buildings with new high efficiency units. In most cases we are replacing HVAC units that were on the buildings when we acquired them over 20 years ago. This replacement program began in 2010 with the help of a grant from the Az. Department of Commerce Energy Efficiency Community Development Block Grant (EECDBG) that completely funded the replacement of the 9 old HVAC units on the GYM and the PW & Finance offices. PW staff applied and received an efficiency incentive award of \$12,085.73 from APS for this replacement which was then used along the remaining EECBG grant funding to replace the 2 worn out HVAC units on the Town Library.

This current project will replace; 3 old HVAC units on the 100 Building that serve the Administration, Council Chambers, and Community Development sections of the building and replacement of the 2 old units on the Archeological Building. All of the old units will be replaced with new Trane 13-SEER HVAC units which are the same brand as our other new replacement units. This project also includes new thermostats, electrical disconnects, and

adding duct work into the restrooms and a comfort balance of all the registers in the areas served by the new HVAC units including a comfort balance in the PW conference room and offices where an even temperature has been difficult to maintain causing the inefficient use of one of our existing new units.

During the process of replacing the old and worn out HVAC units over the last 3 years in which the projects were bid by both local and out of Town contractors staff has gained a very good understanding of what the current replacement prices are for HVAC units. Staff requested a proposal from HACI Mechanical, a Mohave Job Order Contractor, for comparison. Based on the very competitive pricing from HACI for this project staff recommends the utilization of a Job Order Contractor through Mohave for this project.

***Recommended Action (Motion):*** Move to approve the Agreement with HACI, LLC in the amount of \$49,884.66 and authorize the Mayor to execute 10C-HACI-0609 as presented.

***Instructions to the Clerk:*** Obtain signatures from Mayor and Contractor

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



**Town Council**

Mayor: Bob Burnside

Vice Mayor: Bob Kovacovich

Council Member: Jackie Baker

Council Member: Jessie Jones

Council Member: Bruce George

Council Member: Carol German

Council Member: Robin Whatley

**Public Works Department**  
**HVAC Replacement Project**

**TOWN OF CAMP VERDE**

**Ron Long, Public Works Director**  
**(928) 567-0534**

**Fax: (928) 567-1540**

**E-Mail: [ron.long@campverde.az.gov](mailto:ron.long@campverde.az.gov)**

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**AGREEMENT**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of February, 2013, by and between the Town of Camp Verde, Yavapai County, State of Arizona (herein called the "**TOWN**") acting herein by the **Mayor, Bob Burnside**, and Common Council, party of the first part, and HACI Services. (hereinafter called the "**CONTRACTOR**") party of the second part.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the HVAC Replacement Project in Camp Verde, Arizona.

**1. Work**

CONTRACTOR shall complete all work as specified in the Proposal and Work Plan set forth and incorporated in this Agreement. CONTRACTOR shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. CONTRACTOR shall be responsible for, and in full control of, the work of all such personnel.

**2. Access to Information**

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the work have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. The TOWN and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described herein.

**3. Project Manager - Administration**

The TOWN has designated the Public Works Director, Ron Long P.E., as Project Administrator and empowered him to perform all administrative functions as required for the project.

**4. Agreement Times**

All construction work will be completed and ready for final payment no later than June 30, 2013.

**5. Compensation**

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: \$49,884.66

Originals of the Applications for Payment are to be submitted to:

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

Project Administrator shall verify completion of all work as outlined in the Proposal and Work Plan as included in Exhibit "A".

*Town of Camp Verde - Public Works Department  
HVAC Replacement*

**6. Termination of agreement**

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

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

- b. The TOWN may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the agreement is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in the Addendum for the time expended and expenses incurred up to the termination date. If this agreement is terminated due to the fault of the CONTRACTOR, Paragraph 7.a hereof relative to termination shall apply.
- c. This agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

**7. Miscellaneous Provisions**

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

**8. Project Familiarity and Identification of Conflicts**

In order to induce the TOWN to enter into this Agreement, CONTRACTOR makes the following representation:

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

**9. Insurance**

The CONTRACTOR shall procure and maintain, at CONTRACTOR's sole expense, until completion of the contract, coverage's as specified in Exhibit "A, Item 3".

Certificate(s) of Insurance naming the TOWN and CONTRACTOR as co-insured verifying the minimum coverage's specified in Exhibit "A, Item 3" shall be delivered to the TOWN prior to issuance of the Notice to Proceed:

**2. Indemnity**

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the TOWN, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any of its owners, officers, directors, agents, employees or sub-CONTRACTORS. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such CONTRACTOR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by CONTRACTOR from and against any and all claims. It is agreed that CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the CONTRACTOR agrees to waive all rights of subrogation against the TOWN, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the TOWN.

*Town of Camp Verde - Public Works Department  
HVAC Replacement*

**11. Agreement Documents**

The agreement documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following:

- a. This Agreement including: Terms and Conditions: Exhibit "A"
- b. Proposal and Work Plan: Exhibit "B"
- c. Performance, Payment and other Bonds each in 100 percent of the amount of the Proposal and Work Plan.
- d. Certificate(s) of Insurance
- e. Notice to Proceed

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

Town of Camp Verde

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

*Attest:*

\_\_\_\_\_  
*Town Clerk, Debbie Barber*

*CONTRACTOR: HACI, LLC.*

\_\_\_\_\_  
Name/Title

**Exhibit "A"**  
**TERMS AND CONDITIONS**

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**1. Changes**

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

**2. Personnel**

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this agreement.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this agreement shall be subcontracted without the prior written approval of the TOWN. Any work or services subcontracted hereunder shall be specified by written agreement or agreement and shall be subject to each provision of this agreement.

**3. Insurance**

General Liability: shall protect the CONTRACTOR and the TOWN from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this contract.

The CONTRACTOR shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form.

At a minimum, the CONTRACTOR shall provide general liability and excess General Liability coverage in the following amounts:

\$1,000,000 per occurrence/\$2,000,000 per Aggregate.

Workers' Compensation Insurance (Statutory): CONTRACTOR shall furnish to the TOWN with satisfactory proof that he or she has, for the period covered under the Contract, full Workers' Compensation coverage for all persons whom the contractor may employ directly, or through subcontractors, in carrying out the work contemplated under the contract, and shall hold the TOWN free and harmless for all personal injuries of all persons whom the contractor may employ directly or through subcontractors. Coverage Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000.

Property Insurance: The contractor/consultant shall have property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than \$1,000,000. The TOWN shall be held harmless for any damage to the CONTRACTOR'S property and/or equipment during the course of executing the contract.

*Town of Camp Verde -Public Works Department  
HVAC Replacement*

The Contractor shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.

All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.

With the execution of this Agreement, prior to the Notice To Proceed being issued, Contractor shall furnish to the TOWN any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the contractor and all subcontractors have complied with insurance requirements previously stated.

Contractor shall furnish to the TOWN any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).

The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the TOWN that insurance requirements have been met.

Failure of CONTRACTOR to obtain Certificates or other insurance evidence from other Sub-CONTRACTORS shall not be deemed a waiver by the TOWN.

The CONTRACTOR'S liability under this Agreement is not in any way limited by the insurance required by this Agreement. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

**4. Assignability**

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

**5. Payment**

Monthly progress payments for certified work and material delivered to the work site for the preceding month shall be paid on or before fourteen days after the estimate of the work is certified and approved. The submittal estimate shall be deemed certified and approved for payment after seven days from the date of submission unless the TOWN'S Project Manager issues a written finding setting forth items not approved for payment.

Ten Percent (10%) of all progress payments shall be retained by the TOWN as insurance of proper performance of the Agreement or, at the option of CONTRACTOR, a substitute security may be provided by the CONTRACTOR in an authorized form approved by the TOWN. The CONTRACTOR is entitled to all interest from any such substitute security.

*Town of Camp Verde -Public Works Department  
HVAC Replacement*

When the Agreement is fifty-percent (50%) completed, one-half of the amount retained or securities substituted, shall be paid to the CONTRACTOR upon the CONTRACTOR'S request provided the CONTRACTOR is making satisfactory progress on the Agreement and there is no specific cause or claim requiring a greater amount to be retained. After the Agreement is fifty-percent completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the contract shall be retained providing the CONTRACTOR is making satisfactory progress on the project. If at any time the TOWN determines satisfactory progress is not being made ten percent (10%) retention shall be reinstated for all progress payments made under the Agreement subsequent to the determination.

Unless the Project Administrator delivers specific written finding of deficiencies and expected cost to cure, any retention shall be paid, or substitute security shall be returned to the CONTRACTOR, within sixty day after final completion and acceptance of work under the Agreement. The TOWN may withhold an amount from the progress payment sufficient to pay the expensed the TOWN'S Project Manager reasonably expect to incur in correcting the deficiency set forth in the written finding.

The CONTRACTOR, and all subcontractors, shall pay to his/her subcontractors or material suppliers, within seven days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the CONTRACTOR or subcontractor on account of the work performed or materials delivered to the extent of each such subcontractor's or material supplier's interest therein. No Agreement for construction may materially alter the rights of any contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. These monthly progress payments to subcontractors or material suppliers shall be passed on payments received pursuant to this section. Any diversion by the CONTRACTOR or subcontractor of payments received for work performed on an Agreement, or failure to reasonably account for the application or use of such payments, constitutes grounds for disciplinary action by the registrar of contractors. The subcontractor or material supplier shall notify the registrar of contractors and the TOWN in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this section.

The subcontractor may notify the TOWN'S Project Administrator in writing requesting that the subcontractor be notified by the TOWN in writing within five days from payment of each progress payment made to the CONTRACTOR. The subcontractor's request remains in effect for the duration of the subcontractor's work on the project.

Nothing in this section prevents the CONTRACTOR at the time of application/certification to the TOWN from withholding application/certification to the TOWN for payment to the subcontractor or material supplier for unsatisfactory job progress, defective work or materials not remedied, dispute work or materials, third party claims filed or reasonable evidence that claim will be filed, failure of a subcontractor to make timely payment for labor, equipment and materials, the subcontract cannot be completed for the unpaid balance or the subcontract sum or a reasonable amount for retention that does not exceed the actual percentage retained by the TOWN.

If any periodic or final payment to a CONTRACTOR is delayed after the date due, interest shall be paid at the rate of one percent per month or a fraction of the month on such unpaid balance as may be due.

*Town of Camp Verde -Public Works Department  
HVAC Replacement*

**6. Liquidated Damages**

Town of Camp Verde and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN \$250 (Two Hundred Fifty Dollars) for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

**7. Compliance with Local Laws**

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

**8. Compliance with Federal and State Laws**

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

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

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

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

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

*Town of Camp Verde -Public Works Department  
HVAC Replacement*

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

**9 . Business Operations in Sudan/Iran.**

In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the TOWN determines that the Provider's certification is false, the TOWN may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

**10. Interest of Members of the Town of Camp Verde Governing Body**

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

**11. Interest of CONTRACTOR and Employees**

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

**12. Centennial Contractors Enterprises, Inc.,**

Delivery Order Proposal and Work Plan (4pages) follows and is included as part of this Agreement

**Exhibit "B"  
Proposal and Work Plan**

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4/3/13

Mr. Long  
Town of Camp Verde  
Public Works Department  
395 S. Main Street  
Camp Verde, AZ 86322

RE: Rooftop A/C Replacements for Town Hall Building

Mr. Long,

HACI Service is pleased to provide the following proposal for review.

**Proposal Includes:**

- Provide demo of (2) rooftop gas/electric units and (1) Gas/electric split System per EPA requirements
- Provide demo of ductwork in storage room hole patch by others
- Provide and install (3) 5 ton 13 seer Trane Model # 4YCC3060-1120 gas/electric rooftop units (2) on existing stands and (1) new install
- Provide and install new thermostats and electrical disconnects
- Provide and install duct drops, flex and air distribution necessary for new install
- Provide round ductwork from courtroom to rest rooms
- Provide comfort balance on new system
- Provide crane and rigging required to set (3) new unit
- Provide labor and materials to complete the scope
- Proposal includes sales tax, bond and two year warranty on all labor and material

**TOTAL TO COMPLETE ABOVE SCOPE:**

**\$30,725.53**

**EXCLUSIONS:**

- Premium labor
- Structural engineering
- Painting and patching
- Permit and Construction Documents
- Any item not specifically included above
- Any unforeseen delay



*All employees of HACI Service have completed the DPS background investigation and have been given their DPS cards allowing them access to work on school grounds during school hours if needed.*

*Quoted through Mohave Contract # 10C-HACI-0609*

Thank you for allowing HACI the opportunity to quote the above project, we value our reputation, and customer relationships. Therefore should you have any questions please do not hesitate to call me anytime.

Respectfully,  
HACI Service, LLC.

A handwritten signature in black ink, appearing to read "Tim Byrd".

TIM BYRD  
Project Manager  
(602) 725-7738

Contract #	10C-HACI-0609
Job/Work Order #	
Quote Date	4/3/2013
Quote Expires	90 Days
Quoted by	Rick Wagner
i2 Tra-Ser	0
RS Means-Yr/Qtr	2013 1st Quarter
Location	Prescott

Job Name: Town of Camp Verde Town Hall 3 Rooftop AC Units F  
 Customer: Town of Camp Verde  
 Contact: Ron Long, P.E.  
 Address: 473 S. Main Street  
 City, State, Zip: Camp Verde, AZ 86322

### Mohave HVAC Quotation

**RS Means (Including O&P)**

Material Total:	\$ 40,589.00
Discount: 32.00%	\$ (12,988.48)
Members Cost	\$ 27,600.52

Total from RS Means Take-Off  
 Reference contract: 10C-HACI-0609

**i2 Tra-Ser (Including O&P)**

Material Total:	\$ -
Service Labor Members Cost	\$ -
Travel Hours	\$ -
Total Labor & Materials	\$ 27,600.52

Total from i2 Tra-Ser Material Take-Off  
 Total from Service Labor  
 X Hours @ \$80.00 per hour

**Expenses**

Per Diem	\$ 300.00	12 X Days @ \$25.00 per day
Lodging	\$ 360.00	6 X Days @ \$60.00 per day
Mileage	\$ 161.60	320 Miles @ 50.5 cents per mile
	\$ 821.60	

Member Costs + Expenses \$ 28,422.12

**Contract Amount Without Bond**  
 \$ 28,422.12

Pre Bond Amount

**Contingency**  
 \$ -

Contingency Amount (Requested by Member)

Sub Total: \$ 28,422.12

**Bonding**

Bonding:	Y	\$ 366.65
		\$ 28,788.77

Bond amount

Sub Total + Bond

**Sales Tax**

Tax Base	65.00%	\$ 18,712.70
Sales Tax	10.35%	\$ 1,936.76
Total Tax:		\$ 1,936.76

Tax base for Arizona prime contractors  
 Combined tax % for the project city.

Sub Total: \$ 30,725.53

Sub Total + Sales Tax

**Mohave Customer Contract Amount**

Customer Contract Total: \$ 30,725.53

Amount payable to HACI Service, LLC

Signed Waiving Bond Amount -----

**NOTE: Tax amount shown is estimated. Actual billable tax amount will be calculated at time of billing.**  
 All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.





Thank you for allowing HACI the opportunity to quote the above project, we value our reputation, and customer relationships. Therefore should you have any questions please do not hesitate to call me anytime.

Respectfully,  
HACI Service, LLC.

A handwritten signature in black ink, appearing to read "Tim Byrd", written over a faint, illegible background.

TIM BYRD  
Project Manager  
(602) 725-7738

Contract #	10C-HACI-0609
Job/Work Order #	
Quote Date	4/3/2013
Quote Expires	90 Days
Quoted by	Rick Wagner
i2 Tra Ser	0
RS Means-Yr/Qtr	2013 1st Quarter
Location	Prescott

Job Name: Verde Valley Archaeology Center  
Customer: Town of Camp Verde  
Contact: Ron Long, P.E.  
Address: 385 S. Main Street  
City, State, Zip: Camp Verde, AZ 86322

### Mohave HVAC Quotation

**RS Means (Including O&P)**

Material Total:	\$ 23,659.50
Discount: 32.00%	\$ (7,571.04)
Members Cost	\$ 16,088.46

Total from RS Means Take-Off  
Reference contract: 10C-HACI-0609

**i2 Tra-Ser (Including O&P)**

Material Total:	\$ -
Service Labor Members Cost	\$ -
Travel Hours	\$ -
Total Labor & Materials	\$ 16,088.46

Total from i2 Tra-Ser Material Take-Off  
Total from Service Labor  
X Hours @ \$80.00 per hour

**Expenses**

Per Diem	\$ 50.00	2	X Days @ \$25.00 per day
Lodging	\$ 60.00	1	X Days @ \$60.00 per day
Mileage	\$ 80.80	160	Miles @ 50.5 cents per mile
	\$ 190.80		
Member Costs + Expenses	\$ 16,279.26		

**Contract Amount Without Bond**

\$ 16,279.26

Pre Bond Amount

**Contingency**

\$ -

Contingency Amount (Requested by Member)

Sub Total: \$ 16,279.26

**Bonding**

Bonding:	Y	\$ 210.00
		\$ 16,489.26

Bond amount

Sub Total + Bond

**Sales Tax**

Tax Base	65.00%	\$ 10,718.02
Sales Tax:	10.35%	\$ 1,109.32
Total Tax:		\$ 1,109.32
Sub Total:		\$ 17,598.58

Tax base for Arizona prime contractors  
Combined tax % for the project city

Sub Total + Sales Tax

**Mohave Customer Contract Amount**

Customer Contract Total: \$ 17,598.58

Amount payable to HACI Service, LLC

Signed Waiving Bond Amount ---- \_\_\_\_\_

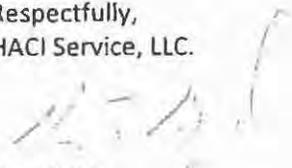
**NOTE: Tax amount shown is estimated. Actual billable tax amount will be calculated at time of billing.**  
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Thank you for allowing HACI the opportunity to quote the above project, we value our reputation, and customer relationships. Therefore should you have any questions please do not hesitate to call me anytime.

Respectfully,  
HACI Service, LLC.



TIM BYRD  
Project Manager  
(602) 725-7738

Contract #	10C-HACI-0609
Job/Work Order #	
Quote Date	4/3/2013
Quote Expires	90 Days
Quoted by	Rick Wagner
i2 Tra-Ser	0
RS Means-Yr/Clr	2013 1st Quarter
Location	Prescott

Job Name: Town of Camp Verde Public Works Building Comfort I  
 Customer: Town of Camp Verde  
 Contact: Ron Long, P.E.  
 Address: 395 S. Main Street  
 City, State, Zip: Camp Verde, AZ 86322

### Mohave HVAC Quotation

**RS Means (Including O&P)**

Material Total	\$	357.00
Discount 32.00%	\$	(114.24)
Members Cost	\$	242.76

Total from RS Means Take-Off  
 Reference contract: 10C-HACI-0609

**i2 Tra-Ser (Including O&P)**

Material Total	\$	-
Service Labor Members Cost	\$	1,120.00
Travel Hours	\$	-
Total Labor & Materials	\$	1,362.76

Total from i2 Tra-Ser Material Take-Off  
 Total from Service Labor  
 X Hours @ \$80.00 per hour

**Expenses**

Per Diem	\$	-	0	X Days @ \$25.00 per day
Lodging	\$	-	0	X Days @ \$60.00 per day
Mileage	\$	80.80	160	Miles @ 50.5 cents per mile
		\$	80.80	
Member Costs + Expenses	\$	1,443.56		

**Contract Amount Without Bond**

\$ 1,443.56

Pre Bond Amount

**Contingency**

\$ -

Contingency Amount (Requested by Member)

Sub Total: \$ 1,443.56

**Bonding**

Bonding: Y \$ 18.62

Bond amount

\$ 1,462.18

Sub Total + Bond

**Sales Tax**

Tax Base	65.00%	\$	950.42
Sales Tax:	10.35%	\$	98.37
Total Tax:		\$	98.37

Tax base for Arizona prime contractors  
 Combined tax % for the project city.

Sub Total: \$ 1,560.55

Sub Total + Sales Tax

**Mohave Customer Contract Amount**

Customer Contract Total: \$ 1,560.55

Amount payable to HACI Service, LLC

Signed Waiving Bond Amount ---- \_\_\_\_\_

**NOTE: Tax amount shown is estimated. Actual billable tax amount will be calculated at time of billing.**  
 All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.



TOWN OF CAMP VERDE  
Agenda Action Form

Meeting Date: April 17, 2013

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

**Requesting Department:** Administration

**Staff Resource/Contact Person:** Russ Martin

**Agenda Title (be exact):**

Possible approval of an Agreement (3 years initially with an option for an additional 3 years) with Carrie A. Montavon (Kelly), P.L.L.C. Attorney at Law for prosecutorial services.

**List Attached Documents:** Agreement

**Power Point Presentation:** No

**Estimated Presentation Time:** 5 minutes

**Estimated Discussion Time:** None - Consent Agenda

**Finance Review:**  Budgeted     Unbudgeted     N/A – Account 01-160-20-712000  
An amount of \$71,000 is tentatively budgeted in FY 13/14 for the current agreement.

If you approve the new agreement staff would budget \$71,000 in FY13/14. Additionally, Staff should budget this expense for the remainder of the Agreement based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Prescott-Yavapai County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment.

**Finance Director Comments/Fund:** Per the Financial Operating Guide, rev. April 2010, under Procurement, Exceptions, Item K-3, "Unless required by Council, the above procedures shall not apply to professional services rendered on an open account on an as needed basis including, but not limited to, the following: physicians, attorneys and engineers." Therefore a competitive bid process is unnecessary and the Finance Department believes the proposed fee is competitive and takes no issue with this Contractor Agreement.

**Attorney Review:** The Town Attorney has reviewed the attached agreement and approved the final agreement attached herein.

**Purpose and Background Information:**

Carrie A. Montavon (Kelly) has provided the Town with prosecutorial services for a number of years. Ms. Montavon offered to continue the Agreement for another 3 years, with an option to extend the Agreement for an additional three (3) years. The extension would be upon approval of both parties under the same terms and conditions.

Ms. Montavon has not increased the cost of her prosecutorial services since 2007. The agreed upon first years' compensation is in the amount of \$71,000. Language in the attached Agreement recommends that the amount shall be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Prescott-Yavapai County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment.

**Please note:**

1. Due to Ms. Kelly's time-management skills she has never invoiced the Town for any extraordinary cost (Reference: Agreement, Section II - Compensation) relative to cases that exceed 14 hours.
2. The Town has never received any complaints relative to the contracted prosecutorial services performed.

**Recommendation (Suggested Motion):**

Approve an Agreement (3 years initially with an option for an additional 3 years) with Carrie A. Montavon (Kelly), P.L.L.C. Attorney at Law for prosecutorial services.

**Instructions to Clerk:**

# **Town of Camp Verde**

## **Consultant Agreement**

For  
Town Prosecution Services  
Between the  
**Town of Camp Verde**  
Camp Verde, Arizona  
And  
**Carrie A. Montavon P.L.L.C., Attorney at Law**

This INDEPENDENT CONSULTANT AGREEMENT ("Agreement") is by and between Carrie A. Montavon, P.L.L.C., with a business address of P.O. Box 10461, Prescott, AZ, 86304, an Attorney at Law ("Consultant") and the Town of Camp Verde, a municipal corporation ("Town") and is awarded pursuant to Project #13-102.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent Consultant and not an employee of the Town for all purposes, including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code (and any other Arizona income tax laws), the State of Arizona workers' compensation laws and unemployment insurance laws and any of the Town's benefit plans for the Town's employees. Consultant agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform any work performed for the Town. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town. The Town will not be liable for any obligation incurred by the Consultant, including, but not limited to, unpaid minimum wages and/or overtime premiums. This Agreement shall not be construed to authorize the Consultant to act as an agent for the TOWN in any manner.

The parties further agree and acknowledge that the Town is engaging Consultant as an independent Consultant to provide services to the Town under the terms of this Agreement and that the Town shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

The Town shall not withhold from sums becoming payable to the Consultant under this Agreement any amounts for federal, state or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Town shall report all payments to Consultant on Internal Revenue Service Form 1099. The Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Town for any tax liability, interest, and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

In performance of services hereunder, CONSULTANT shall determine his/her necessary hours of work. CONSULTANT shall provide whatever employees, tools, equipment, vehicles, and supplies CONSULTANT may determine to be necessary in performance of services hereunder.

### **Section I. Period of Service**

The term of this Agreement shall commence the 1<sup>st</sup> day of July 2013 with the approval of the Town Council, and continue until the 30 day of June, 2016 unless terminated sooner by either party, pursuant to Section IV. below. This agreement may be extended for three (3) additional years upon approval of both parties under the same terms and conditions.

**Section II. Compensation**

Consultant shall provide Prosecutorial Consultant Services. The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed.

The rates Consultant will be paid as consideration for performance of prosecutorial services on a monthly bases through a flat fee system. From July 1, 2013 through June 30, 2014 CONSULTANT shall be paid Five-Thousand, Nine-Hundred, and Sixteen Dollars and sixty-seven cents (\$5,916.67) per month (\$71,000 annually) in professional fees and costs. No further payment will be made for routine facsimile, telephone, postage, copy, or travel costs. Extraordinary costs shall be submitted for prior approval and reimbursement to CONSULTANT through the Town Attorney if any one particular case requires over 14 hours of attorney/paralegal work. If approval of such work is granted, the TOWN will compensate CONSULTANT at One Hundred Dollars (\$100) an hour for attorney time and Fifty Dollars (\$50) an hour for paralegal time for each hour billed in excess of 14 hours on that case.

Compensation in the second and subsequent years shall be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Prescott-Yavapai County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment.

**Section III. Billing**

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as outlined in Exhibit "A". The Town shall pay Consultant, monthly, based upon work performed, completion to date and submission of invoices pursuant to Section II. Invoices should be mailed to the following address:

Town of Camp Verde  
Finance Department  
395 S. Main Street  
Camp Verde, AZ 86322

**Section IV. Termination**

The Town or the Consultant reserves the right to cancel the whole or part of this Agreement with or without cause and for any reason or no reason by giving 60 days written notice to the Consultant.

However, in the event that this Agreement is terminated the Town shall pay Consultant in full for all services already rendered pursuant to Section II, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

**Section V. Successors and Assigns**

Neither this Agreement, nor any obligation of Consultant hereunder, shall be assigned in whole or in part by Consultant without the prior written consent of the Town Manager.

**Section VI. Waiver and Severability**

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

## **Section VII. Whole Agreement**

This Agreement, represent the parties' whole Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

## **Section VIII. Construction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

## **Section IX. Insurance Requirements**

The Consultant agrees to procure and maintain, at Consultant's sole expense, and to provide the following:

1. Certificate of Insurance for a Commercial General Liability Insurance Policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the consulting services as provided herein.
2. Certificate of Insurance for a Professional Liability Insurance Policy for Consultant (and its employees and agents, if any) for errors and omissions, and negligent acts related to the rendering of such professional services with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Coverage shall include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with or precede commencement of services by Consultant under this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.
3. Certificate of Insurance showing workers' compensation coverage. Coverage includes Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000. **Exception:** sign a waiver provided by the Town relative to being a sole proprietorship without any employees.
4. Commercial automobile liability insurance for any owned, hired or non-owned autos, with a limit of not less than \$1,000,000 each accident (if you are driving for the Town - beyond your commute to our facilities)
5. The Consultant shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.
6. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
7. The Consultant's coverage shall provide at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.
8. Consultant shall furnish any original Certificates of Insurance (and corresponding endorsement) simultaneously with the execution of this Agreement evidencing the required coverage to be in force on the date of this Agreement and any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Agreement) to the Town of Camp Verde. 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. Failure of Consultant to obtain Certificates or other insurance evidence from other Consultants shall not be deemed a waiver by the Town of Camp Verde. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

9. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.

#### **Section X. Indemnity**

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Consultant agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the Town of Camp Verde.

#### **Section XI. Compliance with Federal and State Laws**

The Consultant understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

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

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

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

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

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

This Agreement is subject to termination pursuant to A.R.S. § 38-511.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate originals, this the 17th day of April, 2013.

**APPROVED AS TO FORM:**

Town of Camp Verde:

\_\_\_\_\_  
Bill Sims, Town Attorney

By: \_\_\_\_\_  
Bob Burnside, Mayor

Consultant:

By: \_\_\_\_\_  
Carrie A. Montavon, P.L.L.C.  
Town Prosecutor

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

**ATTEST:**

The Mayor and Council approved this agreement for execution at the regular session of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Consultant on by \_\_\_\_\_

\_\_\_\_\_

## Exhibit A Scope of Services

### I

CONSULTANT shall provide those services set forth herein and under the following terms and conditions included herein.

### II

The conduct and control of work under this Agreement lies solely with CONSULTANT, and the TOWN is interested only in final results to be achieved. The TOWN shall be permitted to retain other CONSULTANTS performing the same or similar tasks, and CONSULTANT shall be permitted to provide services to other parties, consistent with CONSULTANT'S obligation to complete the services undertaken pursuant to the terms of this Agreement and consistent with CONSULTANT'S ethical obligations.

### III

If CONSULTANT is unable to handle prosecution of a case due to a conflict of interest or other good cause shown, the case shall be handled through the Town Attorney or a qualified, licensed attorney in good standing with the State Bar of Arizona, acting as the outside conflict prosecutor.

### IV

CONSULTANT, at the Town Manager's request, shall provide status reports regarding cases ) concerning the performance of services under this Agreement and meet with the Town staff to review the quarterly reports. Also, upon expiration or other termination of this Agreement, CONSULTANT shall provide a written report to the TOWN summarizing the results of the services performed hereunder and the state of the prosecutorial operations.

### V

All reports and other work products produced by CONSULTANT, as a part of the services rendered under this Agreement shall be provided to and be the sole property of the TOWN. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the TOWN.

### VI

The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government Consultants, to the extent applicable to this Agreement.

### VII

CONSULTANT agrees to attend all Town Council meetings at the request of the Town Council or staff as related to the prosecution services for the TOWN and the terms and conditions of this Agreement.

### VIII

CONSULTANT agrees to provide on-going training with the Town Marshal's office, and to coordinate necessary training with any other governmental entities, necessary for the continued cooperation and communication between TOWN prosecution services and law enforcement services, as deemed necessary by the TOWN, Town Attorney or CONSULTANT.

### IX

All books, accounts, reports, files and other records relating to this Agreement shall be maintained pursuant to Arizona Revised Statutes, Title 41 and shall be subject at a reasonable time to inspection and audit by the TOWN. Such records shall be produced by a place designated by the TOWN, upon reasonable notice to the CONSULTANT. When submitting records to the Clerk's Office for archival relating to this Agreement, CONSULTANT agrees to prepare such records for archival pursuant to the TOWN OF CAMP VERDE PROCEDURES AND OPERATIONS GUIDE, RECORDS MANAGEMENT SECTION. The Town will provide archival boxes and forms to be completed prior to submission of such records to the Clerk's Office for archival.

LICENSES: 0002 THRU ZZZZZZZZZZ

SORTED BY: LICENSE NUMBER

ORIGINATION DATES: 3/01/2013 TO 3/31/2013

PAID STATUS: ALL

EFFECTIVE DATES: 0/00/0000 TO 99/99/9999

LIC CODES: ALL

EXPIRATION DATES: 0/00/0000 TO 99/99/9999

ID	CODE	NAME	MAILING ADDRESS	PROPERTY ADDRESS
2523	RET	NATURAL GRAZE LLC	PATRICIA MILLER 605 E BEAVER DR CAMP VERDE, AZ 86322	605 E BEAVER DR
2524	CONT	INTERSTATE CARPORTS CORP	ROBERT AGUILAR 1280 S BUENA VISTA SAN JACINTO, CA 92583	
2525	RET	COPPER CREATION CLARKDALE	CARL CAMPIO 771 CALLE FIQUENOA CLARKDALE, AZ 86324	
2526	CONT	MIKE STEWARD PLUMBING INC	MIKE STEWARD 2150 S LOY RD CORNVILLE, AZ 86325	
2527	CONT	CENTENIAL CONTRACTORS ENT. IN	JARED LUNDY 3877 N 7TH ST #190 PHOENIX, AZ 85014	
2528	CONT	WATERNUTS AQUATIC ENT. INC	MIKE STOCKLEY PO BOX 28397 SCOTTSDALE, AZ 85255	
2529	SPEC-V	SERENIDEE STUDIO	PO BOX 1022 CLARKDALE, AZ 86324	395 S MAIN
2530	SPEC-V	SUG-ART	200 ROJO DR SEDONA VOC, AZ 86351	395 S MAIN
2531	SPEC-V	VERDE WATERSHED RESTORATION	PO BOX 1786 COTTONWOOD, AZ 86326	395 S MAIN
2532	NON-PROFIT	THE NATURE CONSERVANCY	1155 MCCORMICK SUITE B PRESCOTT, AZ 86303	395 S MAIN
2534	SPEC-V	CHEF WAYNES CREATIONS	PO BOX 469 CORNVILLE, AZ 86325	395 S MAIN
2535	SPEC-V	TREASURES BY TREOLO	2660 INVERNESS DR LAKE HAVASU CITY, AZ 86404	395 S MAIN
2536	CONT	COMPLETE FIRE PROTECTION INC	22230 S SCOTLAND CT QUEEN CREEK, AZ 85142	
2537	SPEC-V	LORI HINES, AUTHOR	1976 S 172ND LANE GOODYEAR, AZ 85338	395 S MAIN
2538	REST	G-VISION QUEST INC	DAPHNIE GLEUDEN PO BOX 1227 CAMP VERDE, AZ 86322	1620 SR 260 #D
2539	LIQUOR	VERDE BREWING CO	ALEX GOETTING PO BOX 3483 CAMP VERDE, AZ 86322	348 S MAIN

04/05/2013 7:51 AM

B U S I N E S S L I C E N S E L I S T

PAGE: 2

LICENSES: 0002 THRU ZZZZZZZZZZ

SORTED BY: LICENSE NUMBER

ORIGINATION DATES: 3/01/2013 TO 3/31/2013

PAID STATUS: ALL

EFFECTIVE DATES: 0/00/0000 TO 99/99/9999

LIC CODES: ALL

EXPIRATION DATES: 0/00/0000 TO 99/99/9999

ID	CODE	NAME	MAILING ADDRESS	PROPERTY ADDRESS
2540	LIQUOR	WHITE HILLS WINERY LLC	BARBARA GOETTING PO BOX 3483 CAMP VERDE, AZ 86322	325 S MAIN

CC [REDACTED]

TOTAL LICENSES: 17

**QUARTERLY REPORT  
Board of Adjustments & Appeals  
January - March 2013**

**REGULARLY SCHEDULED MEETINGS: 3**

January 08, 2013 – Regular Session

Present: Chair Person Doug Stevens, Members, Jim Binick, B.J. Davis and Brad Gordon. Absent: Murray Lichty  
Michael Hough was appointed to the Board on January 09, 2013 and will take his place at the next BOA meeting.

Al Roddan resigned from the Board and there is one vacancy

February 12, 2013 - Regular Session

CANCELLED, NO BUSINESS BEFORE BOARD

March 12, 2013 - Regular Session

Chairperson Doug Stevens, Board Members Jim Binick, B.J. Davis, Brad Gordon, Al Buchanan (newly appointed) and Murray Lichty were present; Board Member Mike Hough was absent.

**SPECIAL SESSION MEETINGS: 0**

**WORK SESSIONS: 0**

**THE FOLLOWING APPLICATIONS WERE APPROVED:**

No Applications were approved.

**THE FOLLOWING APPLICATIONS WERE DENIED:**

There were no applications denied.

**THE FOLLOWING APPEALS WERE DENIED:**

There were no appeals denied.

**THE FOLLOWING ITEMS WERE DISCUSSED BY BOARD:**

**January 08, 2013**

**6. Election of Officers.**

On a motion by Gordon, seconded by Binick, the Board unanimously elected Doug Stevens as Chairperson.

On a motion by Davis, seconded by Stevens, the Board unanimously elected Jim Binick as Vice Chairperson.

With no preliminary discussion, the nomination and election of officers were formally made and voted upon.

**7. Question to staff on need to have the Town Attorney or Legal Council available at all Board of Adjustment & Appeals meetings where there are applications for review or approval. (Requested by Jim Binick)**

There was no action taken.

Binick referred to his attending the December Seminar for Boards and Commissions, in particular the very informative program for the Board of Adjustments, together with B.J. Davis. During one session that included four attorneys on the moderating board, two of whom represented other Counties, the overwhelming response to one question was adamant that no way should these meetings be conducted without some type of legal representation. Because of that opinion, Binick questioned whether or not the Board should seek clarification from the Town Administration, Council or Town Attorney as to the advisability of having a legal representative present at meetings since the Board has standing authority to make decisions and needs to abide by State rules and regulations. Binick expressed concern regarding the possibility of incurring personal liability in the event a decision would be negated by failure to follow such rules and regulations through lack of legal advice.

Community Development Director Jenkins noted that the Board is a quasi-judicial board, and therefore a decision can only be disputed through the court system. He agreed that legal advice must be available at any determination hearings, and reminded the members that arrangements had been made to have the Town Attorney present for a previously scheduled appeal on a decision by the Building Official; however, the matter was settled in advance and no hearing was necessary. For decisions on interpretations of the P&Z Ordinance made by the Community Development Director, the plan would be to have the Town Attorney available. In connection with findings on variances, staff researches each issue to ensure that all details are within the State Statute. In the event of the appearance of a possible conflict, Jenkins assured the Board that there would always be legal advice and support available on any difficult issues that come before the Board, either in person or by telephone conference, as needed or requested by the Board. In response to a question from Binick, Jenkins said that the policy regarding legal support does not need to be added to the Rules of the Board of Adjustments, since there always exists the option of delaying a hearing if a legal issue arises prior to making any determination. Jenkins added that he will plan to research the State laws as well as the Town Code and bring back to the Board confirmation of the procedure regarding legal representation. As for a written protocol for conducting Board of Adjustments meetings, as suggested by Binick, Jenkins said his understanding is that the Robert Rules of Order is the standard relied upon by

even the Council. Jenkins said he would also arrange for the Town Clerk to give a presentation on the issues raised, possibly at the next meeting. Staff assured the Board that if requested, the Town Attorney would be made available by telephone, or in person, should it be considered necessary.

8. **Does staff prepare a findings statement for review or use by the Board of Adjustment & Appeals?**  
(Requested by Jim Binick)  
There was no action taken.

Jenkins explained that staff prepares a Staff Report for the Board for the hearings, and in that report has provided their findings based on a thorough research of the Ordinance requirements, and has analyzed the particular variance request accordingly. A recommended Motion is also included. Staff also includes any maps needed to present a clear picture of the variance being requested, and personally investigates the properties and take photos. The Board Members are always welcome to ask staff questions involving Code compliance, and are cautioned to not discuss as a group any issue in advance of the meeting.

Binick commented that it was recommended at that Seminar that each individual give the basis for the findings on their vote, which he feels is critical to memorialize the basis for each member's decision. Jenkins said that in the past he has found that in many instances attorneys come up with different opinions; therefore, processes may vary from community to community, and the Town of Camp Verde relies on its Town Attorney who has undisputed expertise and informational resources in the area of Land Use and related laws.

9. **Blank form to be included in the packet checklist for variances.**  
(Requested by Jim Binick)  
There was no action taken.

Binick addressed the issue of the subject blank form that is used by the Maricopa County Board of Adjustments, in particular the upper portion of the page that covers variances regarding the findings; he reiterated his concern regarding the advisability of having legal support on which to base the findings, and using such a check sheet for each individual determination. Owens referred to the handout sheet she had provided that sets forth the precise rules and questions for determining variances, and is similar to the form provided by Binick, but which includes findings. She suggested that she would redesign a form that would help make a determination and state the basis for each variance. The members generally agreed that such a scratch sheet would be helpful; Owens will bring back a proposed form for consideration, revision or approval by the Board. Owens also will plan to again make her Power Point presentation on the requirements, powers and duties of the Board.

#### March 12, 2013

7. **Review of Variance form Draft**

Staff was directed to bring back a revised draft variance checklist at the May meeting based on requested changes as discussed.

Owens referred to the draft variance checklist provided by Binick, and the draft checklist that she had prepared from that document. Owens suggested that the members review the material, after which an agenda item could be scheduled for further review, discussion and approval of a variance checklist. After a brief discussion, it was agreed that this item and any suggested changes would be further considered at the May meeting.

#### THE FOLLOWING ITEMS WERE DISCUSSED IN WORK SESSIONS:

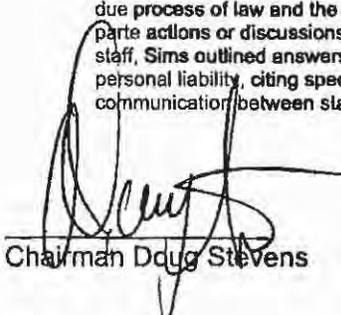
There were no items discussed in work sessions.

#### THE FOLLOWING PRESENTATIONS WERE HEARD BY THE BOARD:

##### March 12, 2013

6. **Presentation, Questions & Answers for the Town of Camp Verde Town Attorney.**  
There was no action taken.

Bill Sims, the Town Attorney for Camp Verde, participated in the meeting via teleconference. Responding to questions that had been raised by the members, Sims gave a detailed review of the duties, responsibilities and authority of the Boards of Adjustment and Appeals. Sims noted that the Board is a quasi-judicial body, addressed due process of law and the right of an appellant to a fair hearing, and commented on the importance of avoiding ex parte actions or discussions once a hearing has commenced. During a roundtable discussion with the members and staff, Sims outlined answers regarding rules of conduct, site visits, discussions with Town staff or applicants, and personal liability, citing specific examples for further clarification. Sims consistently emphasized free and open communication between staff, Boards and applicants.



Chairman Doug Stevens

**QUARTERLY REPORT  
Planning and Zoning Commission  
January - March 2013**

**REGULARLY SCHEDULED MEETINGS:** 2

**JOINT WORK SESSIONS:** 0

**SPECIAL SESSIONS:** 1

**THURSDAY JANUARY 03, 2013 – REGULAR SESSION**

Roll call: Vice Chairman Blue, Commissioners, Hisrich, Gordon, Norton, Freeman and Hough were present; Commissioner Parrish was absent.

Also attending: Community Development Director Mike Jenkins, Asst. Planner Jenna Owens and Recording Secretary Margaret Harper

Election of officers: Mr. Chip Norton Chairman & Mr. Greg Blue Vice Chairman, both took their seats after the election vote.

**THURSDAY FEBRUARY 07, 2013 – SPECIAL SESSION**

Roll Call Chairman Norton, Vice Chairman Blue, Commissioners, Hough, Gordon and Freeman were present. Absent were Parrish & Hisrich.

Also attending: Community Development Director Mike Jenkins, Asst. Planner Jenna Owens, and Recording Secretary Margaret Harper.

**THURSDAY MARCH 07, 2013 – REGULAR SESSION**

CANCELLED – NO MATTERS BEFORE THE COMMISSION

**THE FOLLOWING RECOMMENDATIONS WERE MADE TO COUNCIL:**

**January 03, 2013**

7. **Public hearing, discussion and possible recommendation to Council on an application submitted by the Gregory Blue, owner of parcel 404-26-032, requesting a Zoning Map Change, project # 20120238, to go from R1-10 (Residential) to RS (Residential and Services) for approximately 1.37 acres located at 671 S. 4th St. (Continued from December 6, 2012 meeting)**

(NOTE: Since this issue pertains to property owned by Vice Chairperson Blue, he announced that he was recusing himself, and stepped down from his seat of office.)

On a motion by Hisrich, seconded by Hough, the Commission unanimously recommended that Council approve a Zoning Map Change for parcel 404-26-032 to go from R1-10 (Residential Single Family) to RS (Residential & Services) to bring the property into compliance with the current Planning & Zoning Ordinances; parcel is approximately 1.37 acres located at 671 S. 4<sup>th</sup> Street, Camp Verde, Arizona.

**STAFF PRESENTATION**

Asst. Planner Jenna Owens reviewed the background of the subject property, Sunland RV Park, now owned by Gregory Blue, who purchased the property with the intent of providing long term and affordable housing. Pursuant to the current Planning & Zoning Ordinance, the existing R1-10 zoning does not allow for Recreational Vehicle Parks. Mr. Blue would like to bring the property into compliance and make improvements; by rezoning to the RS District, Recreational Vehicle Parks would be allowed, with a Use Permit. Following approval of the Zoning Map Change, an application for a Use Permit will be submitted to set stipulations for the use of the property.

The applicant and staff have completed the required notifications to Agencies and adjacent property owners. The required public meeting was held on October 18, 2012, in order for the property owners to express their concerns and comments, none of which were directly related to the Zoning Map Change; those comments were noted in the staff report that was included in the agenda packet.

There was no further Commission discussion.

(NOTE: Following the action taken, Vice Chairperson Blue returned to his seat on the Commission

at 6:41 p.m.)

## February 07, 2013

6. **Public Hearing, Discussion and possible recommendation to Council on a Use Permit application submitted by Mr. Adam Brixius of Clear Blue Services, agent for GL & SF Green Revocable Trust, owners of Rancho Verde RV Park. This Use Permit application, if approved by the Town Council, will replace the current Use Permit to allow for the addition of a Wireless Tower at the Rancho Verde RV Park. The property is located on parcel 403-19-013V at 1488 W. Horseshoe Bend.**

A motion by Freeman to recommend to Council approval of a Use Permit application submitted by Mr. Adam Brixius of Clear Creek Services, agent for GL & SF Green Revocable Trust, owners of Rancho Verde RV Park; this is a Use Permit application, if approved by the Town Council, will replace the current Use Permit to allow for the addition of a Wireless Tower at the Rancho Verde RV Park, following the recommendation of the Town of Camp Verde for a 10-year Permit, reviewable at the end of 5 years, failed for lack of a second.

On a motion by Hough, seconded by Blue, the Commission voted unanimously to recommend to Council approval of Item 6 on the Agenda, with a time limit of perpetual.

### Staff Presentation

Asst. Planner Owens reviewed the background of the current Use Permit for the subject Park that was approved on September 24, 1997, with no time limit established. Pursuant to Town Code no changes or modifications may be made without approval of a new Use Permit. The change and modification to the current Use Permit is the requested addition of a Wireless Cell Tower on the property as shown on the newly submitted Site Plan, a copy of which was included in the agenda packet. Staff has reviewed the Site Plan for compliance with the Planning & Zoning Ordinance RV Park standards and found that all requirements have been met per Section 306.C. The required neighborhood meeting was held on December 19, 2012; there were no concerns or objections from the various Town and County agencies.

### Applicant's Statement

Adam Brixius, agent for the owners of Rancho Verde RV Park, said that there are no changes being requested, and he would be making his presentation in connection with the following Item 7.

### Commission Discussion

A discussion followed the original motion made by Freeman with Community Development Director, Freeman noting that the request was for approval of the Use Permit in perpetuity and suggesting that the motion be revised. The Commissioners discussed the motion and the added revision. Owens pointed out that the Use Permit for the RV Park was separate from actually placing the tower on the site. The request is simply to allow the Park their privilege to have the wireless tower within the Park boundaries. Jenkins added that the new Use Permit is necessary because of the requested change to include the wireless tower. Freeman said he preferred to stand by his motion requiring a time limit of 10 years. Hough commented that the owners currently have perpetual use of the property as an RV Park, have done everything correctly, and he questioned imposing a time limit at this point. After further discussion, it was noted that although Blue had seconded the original motion, Freeman had added the revision, with no second. Chairperson Norton announced that the motion failed for lack of a second.

Hough then made his motion for approval of the Use Permit request. Freeman said he would go along with the motion for perpetuity, although in the past things have been done differently.

7. **Public Hearing, Discussion and possible recommendation to Council on an application submitted by Mr. Adam Brixius and/or Mr. Andy Livingston, of Clear Blue Services, agents for AT&T Mobility, for a Use Permit to place a 90' Wireless Tower on property owned by GL & SF Green Revocable Trust, owners of Rancho Verde RV Park. The property is located on parcel 403-19-013V at 1488 W. Horseshoe Bend.**

On a motion by Gordon, seconded by Hough, the Commission unanimously voted to recommend to Council approval on an application submitted by Mr. Adam Brixius and/or Mr. Andy Livingston, of Clear Blue Services, agents for AT&T Mobility, for a Use Permit to place a 90-foot Wireless Tower on property owned by GL & SF Green Revocable Trust, owners of Rancho Verde RV Park; per

Part 8, Section 806.1.d.this Use Permit is good for ten (10) years with Town Council review in five (5) years; the property is located on Parcel 403-19-013V at 1488 W. Horseshoe Bend.

The following conditions of approval are as follows:

1. That the Tower will be a mono-pine or other stealth treatment;
2. Per Part 8, Section 802 (General Provisions), Item 2.d of the Planning & Zoning Ordinance, it states: "Proposed antenna facilities, including concealed antennas shall be designed to accommodate not only equipment for the applicant's use, but also for the collocation for at least one additional wireless communications provider for every 30' of height proposed. The Town Council may reduce the required shared capacity, if a facility necessary to provide for such collocation, adversely alters the area's visual character."
3. Per Part 8, Section 802, Item 12 of the Planning & Zoning Ordinance it states: "Camp Verde Fire Department and Camp Verde Marshal's Office shall have access to the exterior and interior via keys or other method in case of emergency."
4. Per Part 8, Section 810 (Reclamation Plan) the applicant will be required to make all Reclamation Plan Submittals to the Community Development Department with the building permit plans after the Use Permit has been approved. The Community Development Department will review the Reclamation Plan Submittal and once approved the Department will set up a one-time Financial Assurance amount to be prorated over 20 years. Staff is requesting that the Town Council allow for a one-time Financial Assurance to be determined by the staff and established prior to the Building Permit being issued for the Tower structure.

#### **Staff Presentation**

Community Development Director Jenkins reviewed in detail the purpose and intent of the Town Ordinance under Part Eight that sets forth the Wireless Communication Facility requirements. Those requirements address protecting the public health, safety, welfare and citizens' properties, the authority of the Telecommunications Act of 1996, height restrictions, location of the facility, and concealed sites. Staff has reviewed the applicant's submittal package, the intent of which is to provide residential service to the subject area, as well as providing coverage along a portion of I-17, a one-half mile to the East. Displaying maps and drawings, Jenkins noted that the site promulgation maps provided by the applicant illustrated the effects of coverage with and without the proposed wireless tower.

Jenkins outlined staff's thorough evaluation of other possible locations, including the Town Street Yard. The resulting analysis of staff is that it would appear that, based on engineering provided by AT&T and practical purposes, the proposed tower placement is in the best location for the most effective coverage. That would therefore require fewer towers, which is the intent of the Ordinance. Jenkins also displayed an example of a mono-pine, or stealth-type tower.

#### **Applicant's Statement**

Adam Brixius, agent for AT&T Mobility, gave a Power Point presentation on the proposed placement of the wireless tower, explaining that they have been working on the site for five months, why it was chosen, and keeping the Community Development Department up to date on the research, including visits by AT&T. He displayed examples of the types of stealth towers, noting that effort is made to try to match the trees that are in the area. Mr. Brixius said that their facility can also be used by other providers, and commented on the need for wireless capability, including 911 calls. He displayed maps and charts showing that the proposed site and height of the tower would provide the most effective coverage. As for the request for the Use Permit in perpetuity, Mr. Brixius said it was understood that if at any time the facility would be out of compliance, the Use Permit could be immediately voided.

#### **Commission Discussion**

In response to a question, Jenkins explained that permission for other carriers to also use the facility would be granted through administrative review pursuant to Town Code. There was some concern expressed regarding assurance that some kind of camouflage for the tower will be required as a condition of approval. Hough pointed out a possible discrepancy on the land use application; the word "owner" should be replaced by "agent." Gordon addressed the letter from Sharon Lara regarding the issue of cancer, and cited an American Cancer Society article that basically states that most scientists agree that cell phone towers are unlikely to cause cancer.

Norton said he wanted to note that at the neighborhood meeting two people showed up; one was a reporter and the other was the son of the landowner who was in support of the project.

Prior to the Commission taking action, Jenkins said that staff has requested that any motion include a provision to allow staff to calculate a one-time financial assurance amount for the reclamation of the site,

prorated over a 20-year period. There was no further discussion.

**THE FOLLOWING PRESENTATIONS WERE HEARD BY THE COMMISSION:**

There were no presentations heard by the Commission.

**THE FOLLOWING ITEMS WERE TABLED, POSTPONED OR CONTINUED BY THE COMMISSION:**

**January 03, 2013**

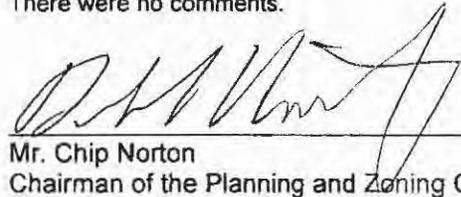
9. Public Hearing, Discussion and possible recommendation to Council on an application submitted by Mr. Adam Brixius and/or Mr. Andy Livingston, of Clear Blue Services, agents for AT&T Mobility, for a Use Permit to place a 90' Wireless Tower on property owned by GL & SF Green Revocable Trust, owners of Rancho Verde RV Park. The property is located on parcel 403-19-013V at 1488 W. Horseshoe Bend.  
On a motion by Hough, seconded by Blue, the Commission voted unanimously to table this item indefinitely, up to a three-month period.

**THE FOLLOWING ITEMS WERE DISCUSSED BY THE COMMISSION:**

**TRAINING:** None

**COMMENTS:**

There were no comments.



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Mr. Chip Norton  
Chairman of the Planning and Zoning Commission

**FORT VERDE STATE HISTORIC PARK**  
**(Quarterly Report FY 13 - January - March 2013)**

**VOLUNTEERS:**

**Volunteers have continued to assist with running the front desk/visitor center, leading interpretive programs, and completing maintenance projects. We are grateful for all the volunteers who work behind the scenes and for those who work are in direct contact with our customers.**

**You are making a difference!**

**SPECIAL EVENTS:**

**JANUARY**

**Victorian Christmas decorations were on display until the first week in January...**

**For Martin Luther King Day, January 17<sup>th</sup>, we partnered with the Yavapai County Ameri Corp group to host a volunteer workday project at Fort Verde. We had approximately 13 youth and a few adults, which helped pick up rocks from the parade grounds.**



**SPECIALTY PROJECTS:**



**In early January, ASP contracted out Rocky Construction to install a dry well to aide in response to the drainage problems. The project took quite a bit longer than anticipated, as heavy equipment had to be hauled in from Phoenix.**



**In January ASP paid for 15 Arizona Ash Trees which were planted along the North and West sides of the parade grounds, in addition to installing new irrigation lines to distribute water to the trees. The work contract was awarded to Rocky Construction, located in Camp Verde.**





**FEBRUARY 15-18, 2013 - Buffalo Soldiers**



**This event was held in conjunction with the annual Pecan and Wine Festival, Friday-Sunday. A special thank you to our volunteers and Camp Verde staff that helped set up tents and tables, the Town of Camp Verde Staff and Verde Valley Entertainments for partnering with us on this event. It was a great weekend!**

**Attendance: 1,007**

**Revenue: \$4,250**

**Publications/Gift Shop Revenue: \$459.63**



## MARCH - Archaeology Awareness Month

Adobe brick-making workshops and living history presentations were held every weekend during the month of March. Thank you to our volunteers for putting on these workshops. The workshops drew additional crowds as they learned about the adobe buildings and life along the frontier and Fort Verde.



Mick Woodcock, Chief Curator at Sharlot Hall conducts a living history presentation. About 20 visitors showed up to hear his presentation.



## Spring Heritage Festival

The Spring Heritage Festival was held on Saturday, March 30<sup>th</sup>, 2013, held in conjunction with the Archaeology Festival. This FEE FREE DAY at FORT VERDE worked great with everyone's schedule and was a success.

Stats : Attendance: 278 / Revenue: \$0 (It was a free day) / Publications/Gift Shop Revenue: \$ 90.98



**MAINTENANCE PROJECTS:** During this quarter we accomplished the following:

- This quarter ASP installed and built tree wells for 15 new Arizona Ash trees along the North and West side of the parade ground. Community service workers and ASP staff helped with the tree installation.
- ASP contracted out Rocky Construction Company to install new irrigation lines to water all the trees, in addition to adding timers to avoid having to manually water all the trees.
- Fort Verde Park Rangers /Volunteers installed 3 additional 3 trees and irrigation by the garden.
- The installation of the new dry well in front of the Administration building was completed, in addition to grading the surface area. Community service workers helped to remove the thousand of rocks that surfaced after this project was done. Other projects include: reseeding the front lawn area, rebuilding the boardwalk to the West of the Administration building, rebuilding an installation of the white picket fence and construction and restoration of the gate at the North end of the parade grounds.

**FUTURE PROJECTS:** Upgrade historic demonstration garden, replace broken windows throughout the park, repair of the irrigation drainage at front of administration building, rebuild frame for Indian Scout Video interpretative display, paint the interior and exterior of historic homes, restroom building and structures, renovate two additional rooms in the Surgeon's Quarters, repair of the adobe wall on the Administration building, repair plaster ceiling in Kid's Room of COQ, and other projects.

**REVENUE & ATTENDANCE**

- The discounted entry coupon was still used until February 28, 2013. This provided customers with a discount of \$1.00 per adult in their group (with a maximum discount of up to \$4.00 per group).
- Our revenue had a significant increase at the Buffalo Soldier event by partnering with the Pecan & Wine Festival this year - we are grateful for our partnership with Verde Entertainments!
- Comparison from last year's stats:

**Jan 2012:**

Attendance: 642  
Revenue: \$ 1838  
Publications/Gift Shop Revenue: \$ 865.35  
Volunteer Hours: 526

**Jan 2013:**

Attendance: 361  
Revenue: \$1511  
Publications/Gift Shop Revenue: \$531.20  
Volunteer Hours:

**February 2012**

Attendance: 1,558  
Revenue: \$ 4,841  
Publications/Gift Shop Revenue: \$1891.62  
Volunteer Hours: 699

**February 2013**

Attendance: 1390  
Revenue: \$ 6,040.50  
Publications/Gift Shop Revenue: \$ 837.48  
Volunteer Hours:

**March 2012:**

Attendance: 1180  
Revenue: \$ 4478.00  
Publications/Gift Shop Revenue: \$1,814.19  
Volunteer Hours: 405.50

**March 2013:**

Attendance: 1179  
Revenue: \$ 4212.50  
Publications/Gift Shop Revenue: \$1507.44  
Volunteer Hours:

**Comments from Fort Verde State Park Staff:** Thank you to our Volunteers, the Town of Camp Verde and their staff for helping to preserve this historic treasure. We appreciate you ☺





**RESOLUTION 2013-891**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE  
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
SETTING THE DATE FOR AN ELECTION  
TO CONSIDER A FRANCHISE AGREEMENT  
WITH CAMP VERDE WATER SYSTEM**

**Whereas**, the Town is in receipt of a letter from the Camp Verde Water Company dated February 14, 2013 requesting that the Town Council extend the current Franchise Agreement with the Camp Verde Water Company that expires August 24, 2013. Attached is a copy of such letter.

**Whereas**, the letter acknowledges that it is not possible to schedule an election in the Town to allow the voters to consider an extension of the Franchise Agreement as required by law.

**Whereas**, the Town Council does not have the legal authority to permit such an extension without a vote of the electorate. Had Camp Verde Water Company made this request earlier so that the Town could schedule an election to consider such extension, the Town would have done so.

**Whereas**, the next date at which the Town can schedule the election is in August 26, 2014.

Now therefore, the Camp Verde Town Council hereby resolves that:

- (1) The Town will take such steps as necessary to conduct an election in August 2014 to allow the citizens of the Town to consider a new Franchise Agreement with Camp Verde Water.
- (2) In the interim, as an accommodation to the Camp Verde Water Company and to avoid an interruption of water service to the citizens of Camp Verde, the Town will continue to implement the provisions of the current Franchise Agreement pending the August 2014 election.

**ADOPTED AND APPROVED** by a majority vote of the Mayor and Common Council at the regular meeting of April 17, 2013.

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

Approved as to form:

**Attest:**

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

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

**CAMP VERDE WATER SYSTEM, INC.**

**PO BOX 340**

**CAMP VERDE, AZ 86322**

**928-567-5281**

**FAX: 928-567-5283**

**CVWSINC@YAHOO.COM**

February 14, 2013

Town of Camp Verde  
395 S Main Street  
Camp Verde, AZ 86322

RE: Extension of the Franchise Agreement with Camp Verde Water System, Inc.

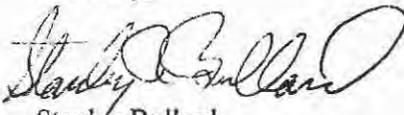
Dear Mayor and Town Council:

Camp Verde Water System, Inc. is requesting that you extend our Franchise Agreement with the Town of Camp Verde until the next election. Due to the change in the law the next election is scheduled for August 2014. The Franchise Agreement expires in August 24, 2013. If the Agreement expires Camp Verde Water System, Inc. would no longer pay 2% of its sales to the Town of Camp Verde. This amount is around twenty two thousand dollars a year (\$22,000). This Franchise expiration will cause Camp Verde Water System, Inc. to obtain permits and licenses at the current Town Fee Structure. These Fees are substantially less costing less than \$2,000 a year.

The Franchise agreement has no effect on the services we provide to our customers in our service area. We are regulated by the Arizona Corporation Commission and are required to serve any one who request service in our CC&N (Certificate of Convenience & Necessity). With or Without a Franchise Agreement Camp Verde Water System will continue to operate under the rules and regulations of the Arizona Corporation Commission serving residence and businesses in Camp Verde.

Your expeditious attention to this matter is appreciated.

Sincerely,



Stanley Bullard  
Vice President  
Camp Verde Water System

*2-19-2013 original to Russ Martin*

FRANCHISE AGREEMENT  
Proposed by

CAMP VERDE WATER SYSTEM  
To The  
CAMP VERDE, ARIZONA, COMMON COUNCIL

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Section 1. - Grant of Franchise:

There is hereby granted to Camp Verde Water System, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), the right, privilege, and franchise to construct, maintain and operate upon, over, along, across, and under the present and future public rights-of-way, (including, but not limited to streets, alleys, ways, highways and bridges), in the Town of Camp Verde, Arizona (herein called "Municipality") water lines, and mains, together with all necessary or desirable appurtenances, (including but not limited to valves, fittings, valve boxes, fire hydrants, meters, meter boxes, and meter vaults) for its own use (herein called "franchise"), for the purpose of supplying water to the Municipality, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Any water service furnished by the Grantee to the Municipality or to any water improvement district within the Municipality shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

The Franchise hereby granted may not be transferred in whole or in part by the Grantee, its successors and assigns, without the prior consent of the Council of the municipality, which consent shall not be unreasonably withheld. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust in connection with subsequent transfers made pursuant to any such instrument. In addition, transfer of controlling interest in the utility or controlling interest in the utility's operating plant shall be subject to review and approval by the municipality which consent shall not be unreasonably withheld. No consent shall be required in the case of transfers among members of the Bullard family, entities owned or controlled by members of the Bullard family, or involving Trusts whose beneficiaries are members of the Bullard family. Upon the occasion of any transfer subject to the review by the municipality Grantee shall make disclosure and application to the municipality for consent. The municipality shall promptly act on any application so received.

Section 2. - Grantee's Compliance With Municipality Practice: Plans Submitted for Approval; Municipality Construction Near Grantee's Facilities:

All construction under this Franchise shall be performed in accordance with established practices of the Municipality with respect to such public rights-of-way and road standard ordinances. Before Grantee makes any installations in the public rights-of-way, Grantee shall submit for approval a map showing the location of such proposed installations to the Municipality's Director of Public Works or Council.

If the Municipality undertakes either directly or through a contractor any construction project adjacent to or near the Grantee's facilities operated pursuant to this Franchise, the Municipality shall include in all such construction specifications, bids, and contracts, a requirement that, as part of the cost of the project, the contractor or his designee shall compensate the Grantee for temporary removal, barricading or draining of Grantee's lines, mains or equipment. The location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor. This requirement will not apply to construction by third parties that may affect the Grantee's facilities where Municipality is not undertaking the construction.

Section 3 - Construction and Relocation of Grantee's Facilities; Payment:

The lines or related facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Those phases of construction of Grantee's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of lines and related facilities herein provided for shall be subject to regulation by the Council of the Municipality. The Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to the Municipality upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, the Grantee shall provide the Director of Public Works or Council with corrected drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location approved in the permit plans.

A. Grantee shall bear the entire cost of relocating its facilities located within public rights-of-way, the relocation of which is necessary for Municipality's carrying out its Governmental functions, except to the extent that they already exist in service as of the date of Council approval of this agreement. Governmental functions are those duties imposed by the State on municipalities, where the duties involved a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of Municipality. Government functions include, but are not limited to the following:

- (1) Any and all improvement to Municipality streets, alleys and avenues;
- (2) Establishing and maintaining sanitary sewers, storm drains and related facilities;
- (3) Establishing and maintaining municipal parks, parkings, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property;
- (4) Providing fire protection;
- (5) Collection and disposal of garbage.

B. Municipality shall bear the entire cost of relocating Grantee's facilities located within public rights-of-way, a relocation of which is necessary for Municipality's carrying out its proprietary functions. All functions of Municipality, which are not governmental, are proprietary.

C. Where the Municipality's facilities or other facilities occupying a right-of-way under authority of a Municipality permit or license are already located in the right-of-way and a conflict between the Grantee's potential facilities and the existing facilities can only be resolved expeditiously as determined by the Director of Public Works by relocating the existing Municipality or Grantee facilities, the Grantee shall bear the entire cost of relocating the existing facilities, irrespective of the function they served.

D. If the Municipality participates in the cost of relocating the Grantee's facilities for any reason, the cost of relocation to the Municipality shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation.

E. The Municipality will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner. The Municipality will consult with the Grantee in the planting of trees or the construction of structures in the public rights-of-way where there are existing underground water lines. The Grantee and the Municipality may agree to cooperate on the location and the relocation of other facilities in the public rights-of-way.

F. In the event of a proposal to purchase the assets of the Water Company, the Municipality shall be liable for reimbursement of any expense incurred within the previous twelve (12) months for relocations demanded or directed by the Municipality, as well as for the interim period prior to the actual conveyance of the assets.

#### Section 4 - Indemnification:

The Municipality shall indemnify and hold the Grantee harmless from any and all claims, costs, losses, or expenses incurred by the Grantee as a result of the failure of the Municipality to comply with the requirements of Section 2. Except as provided in the preceding sentence, the Grantee shall save the Municipality harmless from any expenses and losses incurred as a result of injury or damage to third persons occasioned by the exercise of this Franchise by the Grantee.

#### Section 5 - Restoration of Rights-of-Way:

Whenever the Grantee shall cause any opening or alteration whatever to be made for any purpose in any public right-of-way the work shall be completed with due diligence within a reasonable prompt time, and the Grantee shall, upon completion of such work, restore the property to meet applicable road standard ordinances.

#### Section 6 - Fees:

Grantee agrees to pay Municipality in consideration of the grant of this Franchise a sum equal to two percent (2%) of the gross receipts of Grantee from sale by it of water at retail for residential and commercial purposes, as determined by Grantee's revenue of the previous month, or as adjusted at various times during the franchise period, within the present and any future corporate limits of Municipality that are within the Grantee's Certification of Convenience and Necessity area, as shown by Grantee's billing records (the "Franchise Fee"). This Franchise Fee shall be due and payable monthly and shall be in lieu of all fees or charges for permits or licenses issued for the construction of Grantee's facilities hereunder or for inspections thereof. For the purpose of verifying the amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of Municipality at reasonable times.

Grantee may deduct from the Franchise Fee any tax or license paid by it or levied by Municipality exclusively upon utilities, up to the amount payable under the terms of this Section, unless Municipality's tax ordinances authorize the utility tax to be offset by the amount of any Franchise Fees paid pursuant to a Franchise Agreement, in which event the entire 2% Franchise Fee shall be paid and the utility tax offset thereby.

The amount payable under the Franchise Fee shall not be reduced by reason of the payment of any general ad valorem taxes, assessments for special improvements, general sales or transaction privilege license taxes, or any similar general levy measured by Grantee's receipts or sales within Municipality, provided the amount of such sales tax or similar levy may be lawfully and specifically added to Grantee's customer's bills.

Notwithstanding any provision contained herein to the contrary the total amount of taxes, levies, assessments, and Franchise Fees paid by Grantee shall not exceed 5% of the gross receipts of Grantee from sale by it of water at retail for residential and commercial purposes within the corporate limits of Municipality.

#### Section 7 - Business License:

Notwithstanding any provision contained herein to the contrary, the Grantee shall, in addition to the payment provided in Section 6, pay any occupation tax established by the Municipality, provided the tax is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within the Municipality.

#### Section 8 - Term:

This Franchise shall continue and exist for a period of twenty-five (25) years from August 24, 1988, provided, however, that either party may terminate this Franchise on its tenth anniversary by giving written notice of its intentions to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

This Franchise shall be void and of no effect if written acceptance thereof by the Grantee is not filed in the office of the Clerk of the Municipality within sixty (60) days after the Municipality's verification of the franchise election results.

Section 9 - Non-Exclusive - Franchise:

This franchise is not exclusive, and nothing herein contained shall be construed to prevent the Municipality from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 10 - Conflicting Ordinances:

All ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised water service corporation, are hereby repealed.

Section 11 - Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, other than Section 6, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgement, this Franchise shall immediately terminate and shall be of no further force or effect.

Section 12 - Condemnation: Right Reserved by Municipality:

The Municipality reserves the right and power to purchase and condemn the plant and distribution facilities of the Grantee within the corporate limits or any additions thereto, as provided by law.

Section 13 - Municipality Use of Facility:

In consideration of this Franchise and the rights granted hereby, the Municipality shall have the right to place, maintain, and operate on the lines of the Grantee, its successors and assigns, erected and maintained upon and along the public rights-of-way any and all pipes, brackets and appurtenances (other than steps or climbing devices) which the Municipality may install and/or own during the term and period of this Franchise, for its municipal fire alarm and police telephone or other municipal communication services utilized for a governmental function, free of any charges for the use of the Grantee's lines; provided however, all such systems, the installation and maintenance thereof, shall comply with the applicable requirements of the Occupational Safety and Health Act and the National Water Safety Code, as amended, and only after written notice to the Grantee; provided, however, that the Grantee shall assume no liability nor be put to any additional expense in connection therewith, and provided, further, that the Municipality's use thereof shall be in such manner as or to interfere with the Grantee's use of its facilities.

Section 14 - Expiration:

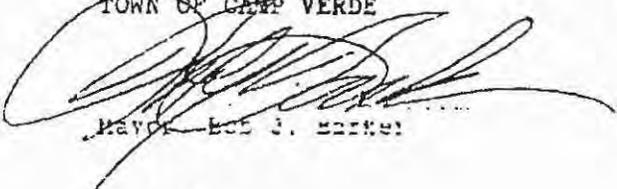
The Municipality and Grantee hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise:

Upon the termination or expiration of the Franchise, if the Grantee shall not have acquired and accepted an extension or renewal hereof, it may remove its facilities and system within the Municipality or at its option, may continue operating its facilities and system within the Municipality, but it shall be required to obtain proper permits each time it makes additional extensions upon, over, along, across and under the public rights-of way within the Municipality unless or until such time as a new franchise is obtained or the system and facilities are removed or are acquired by the Municipality through the exercise of its power of eminent domain.

Section 15 - Election:

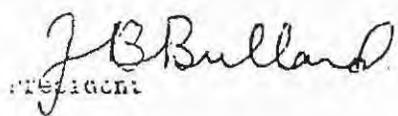
Grantee shall pay all costs associated with the election required under A.R.S. 39-501 et. seq. by reimbursement to the Municipality.

TOWN OF CAMP VERDE



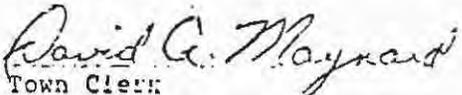
Mayor Bob J. Barker

CAMP VERDE WATER SYSTEM

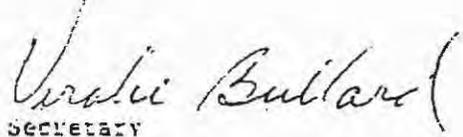


President

ATTEST:



Town Clerk

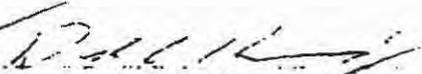


Secretary

APPROVED BY:



Town Attorney



Attorney, Camp Verde Water

President

RESOLUTION 89-79

Town of Camp Verde  
Canvas of Vote

Camp Verde Water System Franchise

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, DECLARING ADOPTING THE RESULTS OF THE FRANCHISE ELECTION HELD ON MARCH 21, 1989: AND ORDERING THE RECORDING OF SUCH RESOLUTION.

WHEREAS, the Town Council of Camp Verde, Yavapai County, Arizona by Resolution 88-56, adopted on the 7th day of December, 1988, did cause to be submitted to the qualified electors of the Town at a Special Election called and held in and for the Town on the 21st day of March, 1989, pursuant to ARS 9-501, for approval of the franchise agreement; and

WHEREAS, the Town Council did cause notice of the Special Election to be given to the Town Clerk by publishing notice thereof in the Town newspaper as provided by ARS 9-502, such newspaper published in and having general circulation within said Town, which said notice as so published did specify the place whereat such election was to be held, and the publication of the franchise agreement to be voted upon, copy of said notice with the affidavit of publication attached thereto, being now on file and a part of the official records of the Town Council of said Town, and

WHEREAS, the election returns have been presented to and have been canvassed by the Town Council.

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

SECTION 1. That the total number of ballots cast at said Special Election, as shown by the poll lists, was 700.

SECTION 2. That the number of questioned ballots was 0, and that voters found to be ineligible were 0.

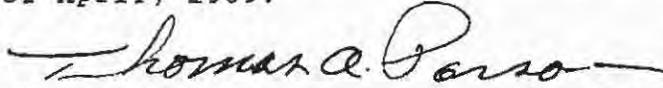
SECTION 3. That the votes cast for the franchise was 349 and the number against 269.

SECTION 4. That it is hereby found, determined and declared of record that the proposed franchise agreement with the Camp Verde Water System has been approved by a majority of the qualified electorate of the Town of Camp Verde voting thereon, receiving a favorable vote of 56.9% of the votes cast, and the franchise is hereby granted.

RESOLUTION 89-79  
PAGE 2

SECTION 5. Pursuant to ARS 16-646.C. a certified permanent copy of this resolution shall be filed with the Town Clerk to maintain and preserve as the official canvass and public record.

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, this 5th day of April, 1989.

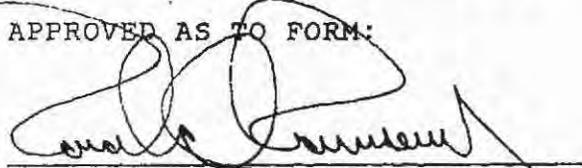
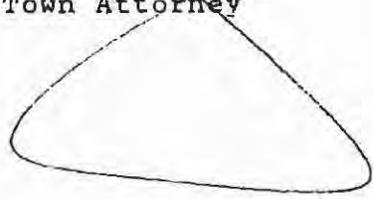


Thomas "Tap" A. Parsons, Acting Mayor  
Bob J. Barker, Mayor

ATTEST:

  
David A. Maynard, Town Clerk

APPROVED AS TO FORM:

  
Ronald C. Ramsey, Town Attorney  




Town of Camp Verde

Meeting Date: April 17, 2013

Consent Agenda     Decision Agenda     Executive Session Requested

Presentation Only     Action/Presentation

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

**Agenda Title (be exact): Discussion, consideration and possible approval of RESOLUTION 2013-890, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE "TOWN OF CAMP VERDE PROCEDURES AND OPERATIONS GUIDE" AND SUPERSEDING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS ADOPTED BY THE TOWN OF CAMP VERDE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION OR ANY PART OF THIS RESOLUTION ARE HEREBY REPEALED, EFFECTIVE AS OF THE DATE THAT THIS RESOLUTION IS EFFECTIVE**

**List Attached Documents:**

1. Resolution 2013-890
2. Establishing Reserves/Legal Defense Fund Policies and Procedures

**Power Point Presentation: No**

**Estimated Presentation Time: 5 minutes**

**Estimated Discussion Time: 15 minutes**

**Reviews Completed by:**

**Department Head:** Same

**Town Attorney Comments:** Bill Sims recommended Council be apprised that Arizona Municipal Risk Retention Pool (AMRRP) is considering an option for their members to become partially self-insured.

**Finance Department**

**Fiscal Impact:**

**Budget Code:** \_\_\_\_\_ **Amount Remaining:** \_\_\_\_\_

Comments: Officially restricting funds for the specific purpose of building a Legal Defense Fund will keep those funds from being used for any other purposes. Using the annual liability insurance rebate's as is suggested, would limit the annual financial impact on operations to a minimal amount of approximately \$15,000 to \$25,000 per year.

***Background Information:***

The original Risk Management Policies and Procedures were adopted by Council April 20, 2011. Subsequently, the Mayor and Council established a Risk Management Budget and a line item was created as a legal defense fund to set aside reserves primarily from the liability insurance rebate; as available.

A Performance Object was identified in the FY 12/13 Budget for Risk Management to write policies and procedures relative to the Reserves/Legal Defense Fund. These policies and procedures provide:

1. The purpose and funding sources (revenues/interest accrued and other appropriate funding); and
2. Guidance to Risk Management/Town Manager, Finance and Council in overseeing the Reserves/Legal Defense Fund.

To complete this performance objective it was necessary to amend (via the resolution below) the original Risk Management Policies and Procedures.

***Recommended Action (Motion): Approve of RESOLUTION 2013-890, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE "TOWN OF CAMP VERDE PROCEDURES AND OPERATIONS GUIDE" AND SUPERSEDING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS ADOPTED BY THE TOWN OF CAMP VERDE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION OR ANY PART OF THIS RESOLUTION ARE HEREBY REPEALED, EFFECTIVE AS OF THE DATE THAT THIS RESOLUTION IS EFFECTIVE***

***Instructions to the Clerk:***

**TOWN OF CAMP VERDE**



**RESOLUTION 2013-890  
AMENDING RESOLUTION 2011-844**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
AMENDING THE  
"TOWN OF CAMP VERDE PROCEDURES AND OPERATIONS GUIDE"  
AND SUPERSEDING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS  
ADOPTED BY THE TOWN OF CAMP VERDE  
IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION  
OR ANY PART OF THIS RESOLUTION ARE HEREBY REPEALED,  
EFFECTIVE AS OF THE DATE THAT THIS RESOLUTION IS EFFECTIVE**

***AMENDMENT INCLUDES THE ADDITION OF "ESTABLISHING RESERVES/LEGAL  
DEFENSE FUND" TO THE RISK MANAGEMENT POLICIES AND PROCEDURES/  
TOWN OF CAMP VERDE PROCEDURES AND OPERATIONS GUIDE***

**WHEREAS**, it is in the best interest of the Town to adopt rules, policies and procedures and place these into one document for the benefit of all parties; and

**WHEREAS**, the Mayor and Common Council of the Town of Camp Verde approved and adopted the Town of Camp Verde Procedures and Operations Guide (POG) on April 20, 2011, which contains policies and procedures for operations and procedures applicable to Town Staff, the Council and its boards, commissions, and committees; and

**WHEREAS**, it is necessary to amend and/or change the POG from time to time in order to retain consistency with current policies, and statutes;

**NOW THEREFORE**, the Mayor and Common Council of the Town of Camp Verde hereby resolves to approve and adopt the attached "Establishing Reserves/Defense Fund", adding this policy to the Risk Management Policies and Procedures/"Town of Camp Verde Procedures and Operations Guide", which applies to all Town staff and elected and appointed officials.

**ADOPTED AND APPROVED by a majority vote of the Mayor and Common Council at the regular meeting of April 17, 2013.**

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

\_\_\_\_\_  
Date

Attest: Approved as to form:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# TOWN OF CAMP VERDE

## ADMINISTRATIVE REGULATION

## Establishing Reserves/Legal DEFENSE FUND

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In Fiscal Year 12/13 the Risk Management Budget was established and a line item was created as a legal defense fund to set aside reserves primarily from the liability insurance rebate; as available. Below, is the purpose, policies and procedures relative to the Town's intent in establishing these reserves:

### PURPOSE

1. To be proactive in building reserve amounts to defend and protect the Town's interests.
2. Minimize the possible interruption of vital public services and loss of public revenues (taxpayer dollars).
3. To set forth policies and procedures that identifies funding sources (revenues/interest accrued and other appropriate funding) for said reserves.
4. To ensure adequate reserves to support planned or unforeseen risks/exposures relative to the Town's legal liability to others.
5. To provide guidance to Risk Management/Town Manager, Finance and Council in overseeing the Legal Defense Fund.

### POLICY

1. The Risk Manager, in consultation with the Town Manager, will effectively expend funds from this account in accordance to the Financial Operations Guide and the Legal Defense Fund Policy.
2. Legal Defense Fund amounts can be utilized to fund the following:
  - a) The defense of the Town's interests.
  - b) Increases in deductibles with the objective of reducing insurance premiums.
  - c) Deductibles when claims arise.
  - d) Expenses that exceeds Risk Carrier's limits of coverage and/or thresholds.
  - e) Expenses/legal fees to engage outside Counsel when Risk Carrier's coverage does not apply.
  - f) Costs for "Professional Service" expenses (e.g. specialized research, obtain pertinent data, engage an expert witness, investigator or consultant, restoration of damaged property/data).

- g) Litigation claims/judgments.
  - h) Unforeseen legal defense expenses (e.g. with respect to copies, lodging, travel, meals associated with travel only, out-of-pocket expenses and etcetera).
  - i) Potentially establish/fund a Self-insured Retention Fund (SIR) or become partially self-insured as the Town grows in the future.
3. The Legal Defense Fund should be maintained as a separate accounting function for the purpose of accruing interest which thereon shall be added to the fund balance.
  4. Any action to move forward in a proposed settlement offer (financial or otherwise) must be approved by a majority vote of the Town Council (in consultation with the Attorney handling said litigation, the Risk Manager and Town Manager).
  5. The Legal Defense Fund may not be used for:
    - a. Participation in a political campaign either for public office or in connection with any attempt to influence the general public with respect to legislation, initiative or referendum.
    - b. The funds cannot be swept by any state, county, federal or local government. The one exception: if the Town Council appropriates the funds to a different line item due to an emergency.
  6. The defense fund is primarily financed by available, annual dividends from the Risk Carrier. In the event that the dividend resources become unavailable and/or expenses exceed reserves to finance a judgment/settlement, then funds would be appropriated from contingency to cover said expenses.

## PROCEDURES

1. During the Town's budgeting process the Risk Manager, in consultation with the Town Manager, will recommend appropriate levels of funding to the Town Council.
2. The recommended reserves for the Legal Defense Fund will be based on potential annual dividends via the Risk Carrier's member rebate and other miscellaneous funding. The dividends are based on loss experiences; fewer losses equate to larger dividends for the Risk Carrier's members. Additionally, reserves shall be funded by other appropriate funding (e.g. accrued interest associated with the principal balance).



**Agenda Item Submission Form – Section I**

**Meeting Date:**

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

**Requesting Department:** Economic Development

**Staff Resource/Contact Person:** Steve Ayers

**Agenda Title (be exact):** Discussion, consideration and possible direction to staff regarding Rio Verde Plaza, to include but not limited to future development, interim uses, types of tenants and a timetable.

**List Attached Documents:**

- 1) Staff Report,
- 2) Rio Verde elevation Plan ( Westervelt 2009)
- 3) Rio Verde Progress Set (Westervelt 2009)
- 4) Rio Verde Renovation Report (Westervelt 2009)

**Estimated Presentation Time:** 10 minutes

**Estimated Discussion Time:** 30 minutes to 1 hour

**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:**

**Background**

On Feb. 3, 2005, the Town of Camp Verde closed escrow on the purchase of Rio Verde Plaza, a commercial building at the corner of Fain Street and Main Street built in the early 1980's. The property on which the building stood was

included in a master plan for a new municipal government campus, stretching from Hollamon Street to Fain Street. At the time of the purchase the building had several commercial occupants. Over the next few years the idea of building a new government campus fell out of favor, but the renters remained.

In August 2008, after experiencing difficulties collecting delinquent rents and believing that the building was in a state of near total disrepair, the Camp Verde Town Council met to consider its fate. Three options were considered: 1) fund the needed repairs and remain in the commercial real estate business, 2) sell the property or 3) raze the building and use the property for another purpose.

After considering that the Town was making no profit from its business venture and the market for selling the property was unfavorable, the council voted unanimously to give the renters adequate time to relocate, then to demolish the building and make a parking lot. The cost of demolition and paving was estimated at \$55,000.

In 2009 the idea of demolishing the building was reconsidered. Architect Joel Westervelt was commissioned to make an architectural assessment and to develop ideas for redesigning the building. Conceptual designs were completed, but no decision was made as to what to do with the building. It has remained vacant since.

Next month one of building's suites it will reopen as the temporary location of the Camp Verde Library Endowment's used book store. That move, along with several recent tenant requests from both commercial businesses and non-profit organization, suggests that it is time to consider the future of Rio Verde Plaza, once again.

### **Building Assessment**

At the time of Rio Verde Plaza's closing in 2008, repairs were estimated at between \$23,000 and \$30,000, but a report from the Town Manger noted they could be higher. Documents related to that estimate are on file in the office of Mike Dumas, maintenance supervisor for the Town. They list necessary repairs and replacements for electrical, doors, A/C units, ceilings, duct work, window trim, heating units, door knobs, and the watering system for the exterior landscape, along with painting, exterior lighting, sealing of the parking lot and an extension of the sidewalk.

Dumas recently noted that the roof was given a "5 to 10 year" repair in 2007, and the A/C units, although serviceable, need repairs. Some of the units are dual gas heater-A/C units, but they have never been hooked to the natural gas line that serves the building.

A 2009 report by Western Technologies indicates that the floor tile in the building contains asbestos and would require abatement measures if the tile is removed or refinished.

An assessment was also completed in 2009 by architect Joel Westervelt. The summation of that assessment is attached as "Rio Verde Plaza Renovation Report." Westervelt's assessment added that the concrete building is structurally sound. However, the concrete walls need sealing and are listed as "substandard" as far as thermal insulation, as is the concrete ceiling. Windows are single pane. Exit lighting and emergency lighting needs to be installed in the interior. The building is essentially ADA compliant.

Westervelt 's assessment report, which contemplated that the building would be turned into municipal offices, estimated the cost of complete renovation at \$575,000, or about \$100 per square foot.

In addition to all this the Economic Development Director is developing a plan to construct a replica of the historic water tower that once stood on the property. No cost estimates are available at this time.

### **Options to Consider**

1) Renting the suites: Renting the property has the advantage of creating a revenue stream. However, being in the commercial real estate business would require additional staff time and in the end could bring about objections from commercial property owners in the area who have space available and would see the Town as a competitor.

2) Sell the building: It may be worth finding out what the plaza is worth and using the proceeds from its sale for other Town CIP projects. The Town paid \$390,000 for Rio Verde in 2005.

3) Rehabilitate the building: In 2010 the Town commissioned local architect Joel Westervelt to redesign the building. Those drawings, in which the Town has made an investment, may be worth revisiting, given the changing landscape of the downtown.

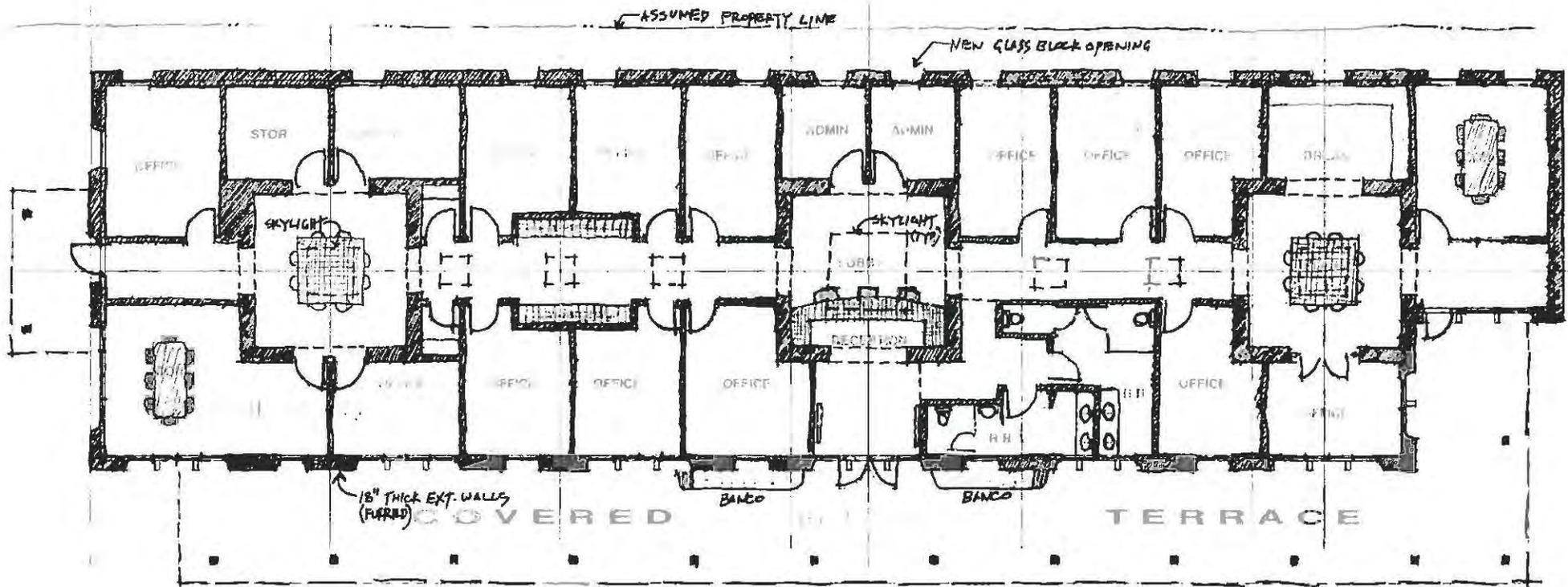
4) Raze the structure and repurpose the property: It might be worth exploring other options for the property. This should be a community conversation and could yield some fruitful ideas.

5) Turn it over to area non-profits: Several area non-profits including the CVLE, Camp Verde Arts Council and Performing Arts Studio, have expressed an interest in using property. Incubating nonprofits and investing in "social entrepreneurs" could yield dividends to the community

6) Some of these options are available on a temporary basis. The council may choose to pursue one course on a temporary basis, such as allowing commercial renters or nonprofits while pursuing a long term goal of rehabilitating, razing or selling the property.

***Recommended Action (Motion):*** None

***Instructions to the Clerk:***



**CONCEPTUAL PLAN & ELEVATION**



**TOWN OFFICE RENOVATION**

497 South Main St.  
9.November.09

JOEL WESTERVELT ARCHITECT  
CAMP VERDE, AZ  
928.567.2255

# JOEL WESTERVELT ARCHITECT

## ARCHITECTURAL ASSESSMENT OF RIO VERDE PLAZA BUILDING

497 South Main St.  
Camp Verde, Arizona

9 November 2009

### Introduction/ General Context:

The building known as **Rio Verde Plaza** is located on Main Street & Fain Street in Camp Verde, Arizona. Its prominent location in the historic uptown district has long undergone public scrutiny. It was constructed in c.1983. With an austere concrete façade, it lacked a complementary compatibility to this historic western town. It was built prior to the town's incorporation, in a time which lacked a design review process.

Twenty two years later, the Town of Camp Verde purchased the building. Until recently, it had been leased to various businesses including misc. retail & a restaurant. Due to the deteriorating & unsafe condition of the building, however, it was decided that the tenants must vacate the building. After much controversy, the building now stands unoccupied & it was set to be demolished.

Recently however, reconsideration was given to renovating this structure to house offices for the Town of Camp Verde. This Architectural Assessment will study the current condition of the **Rio Verde Plaza** & provide a recommendation for a possible reprieve through an extensive renovation to the building.



Context plan

### Code/ Zoning issues:

The building is single-story & approximately 5800 s.f.  
The dimensions are approximately 154' x 42'.  
Its present use or occupancy is light commercial.  
The zoning for this property is C2-4. It also sits within the Downtown Parking District  
The code requirement for parking is 45 spaces (1 space per 200 s.f. plus 1 space per employee based on the zoning district).  
With the given site configuration, approximately 45 vehicles can be accommodated.

### Site/ ADA:

The site is approximately 150'x215'. The building's primary orientation is not the frontage of Main Street. Instead, it faces south.

The site's topography is relatively flat with a gentle slope. The asphalt paving is in good condition. A site boundary & topography survey is recommended prior to commencement of any future design work.

**Signage:** two types of signage are provided—building mounted signs above each tenant's entry & a monument sign at the southwest corner of the property. All signage is in very poor condition.



Street Scene



Monument signage

# JOEL WESTERVELT ARCHITECT

## ARCHITECTURAL ASSESSMENT

Rio Verde Plaza Building

P.2

**Exterior Lighting:** Two types of lighting exists—wall mounted lights at the building & freestanding street lamps. The existing exterior lighting does not meet the current Town ordinances/ requirements & is in poor condition.

**ADA:** Due to the flat site & single level nature of the building's slab, a ramp is unnecessary. Code ADA parking, however, will be required. All interior improvements are to meet full compliance with ADA.

### Exterior Observations:

**Walls:** The building's construction is primarily precast 'T-beam' walls. These have been painted & also serve as the exterior finish. The concrete is mostly in good condition, except for some edges which are deteriorating. The joints between the concrete will require additional sealing for adequate moisture protection. The thermal insulation of these walls is substandard—should be minimum R-13 per building code.

**Windows/ Exterior doors:** Composed of aluminum & wood, these elements are in poor condition & should be replaced. Glazing is mostly single pane, un-insulated. Tempered glazing must be installed where required. Accessible doors need to meet ADA standards.

### Roof Structure:

The primary roof structure is sloped 'T-beam' precast members covered with a built-up / hot-mop roof membrane.

It is presumed that bearing is achieved only at the exterior walls & no interior walls are load-bearing. Minor shear cracks & minimal structural deflection were observed on field investigation.

Additionally, small metal makeshift awnings have been applied to the exterior wall to provide shade / shelter at the entrances of each of the suites.

### Roof & drainage:

The existing roof pitches from south to north. Gutters/downspouts are present to contain roof drainage. Stormwater then continues to the east & exits the property. The property owner has not reported any recent roof leaks. Field observation did not reveal any signs of leaks. There are potential flashing problems at the interface of roof/ concrete walls.

### Interior Observations:

The building has been divided into six spaces, which are approximately 24' x 42'. Interior partitions (party walls) between units are composed of 2x4 wood frame with gypsum board finish. Additional partition walls have been constructed in some of the spaces.

The ceiling of a typical space is an 8' drywall furred ceilings. Above the ceilings, the underside of the concrete roof structure is visible. Sub-standard insulation is visible in the attic space. Should be minimum R-30.

Exit lighting and emergency lighting will be required according to local code requirements.

The floor structure is a concrete slab, which is in decent condition.



**Parking Lot**



**Building Corner (southwest)**



**Typical construction detail**



**Roof structure / soffit space**

# JOEL WESTERVELT ARCHITECT

**ARCHITECTURAL ASSESSMENT**  
Rio Verde Plaza Building

P.3

## Electrical System:

The electrical service is a 400 amp Main service panel. Sub panels are presumed to be located in various zones of the building. The electrical loads for the building will need to be reviewed by an electrical engineer to verify its capacity. However, based on the existing electrical service, & the proposed use of the building, it is anticipated that a service upgrade will not be required.



**Electrical service**

## Mechanical System:

Heating, cooling & ventilation for the building is provided by (6) roof-top air conditioners for each zone/space. Electric heat is currently being utilized. Based on observation, the a/c units are outdated & should be replaced with more efficient units (higher SEER rating) as part of the renovation project. Air distribution to the various spaces is obtained by ductwork in dropped ceiling.



**Roofscape / AC units**

### Plumbing:

The building currently has a restroom (water closets / sinks) for each tenant. Plumbing supply, waste and fixtures will require replacement and/or brought up to Code compliance. Fire sprinklers are not present. This building is connected to the public water and sewer system. Gas services the building from the east via natural gas line.

## Environmental: Hazardous materials

A mold/asbestos inspection prior to occupancy is recommended to insure the building is free of hazardous materials.



**CONCEPTUAL PLAN & ELEVATION**



**TOWN OFFICE RENOVATION**

497 South Main St.  
9, November, 09

JOEL WESTERVELT ARCHITECT  
CAMP VERDE, AZ  
928.567.2255

# JOEL WESTERVELT ARCHITECT

## ARCHITECTURAL ASSESSMENT

Rio Verde Plaza Building

P.4

### Proposed Use / Conclusion

It is the property owner's intent to renovate the building to accommodate various business offices within the City, such as the *Building Dept, P&Z & Public Works*. A conceptual plan & elevation is presented along with this report to incorporate these spatial requirements. Improvements include thickened walls with an integral color stucco, a heavy timber covered terrace & new storefront glazing system. These exterior elements help integrate the building into Main Street & will set the trend for new improvements in the historic district. The renovation will also give the Community Development department an improved image, along with a more efficient work environment. The structure would be brought up to code & undergo a significant exterior transformation. The following budget is suggested to meet these considerations:

### Proposed modifications

#### Phase I (shell)

Site Monument signage  
Building signage  
Paving re-surfacing / striping  
Lighting (parking & building)  
Entry sidewalk to be replaced.  
Landscaping (minimal)

#### Demolition/ disposal

#### Exterior walls

Furr out in an adobe-esque treatment to obtain thick walls.  
Extend to form parapet & contain roof/ hide mech. equipment.  
Framing & related furring requirements  
Stucco finish (synthetic)

Windows/ exterior doors: Replace all windows & doors with storefront system.

Roof To be replaced with new system.

Includes Contractor's P&O, taxes, & insurance

Budget ..... **\$270,000.**

#### Phase II (Tenant improvement spaces)

Partition walls  
Drywall (hung, textured & painted) & suspended ceiling  
Flooring  
Interior doors/trim  
Cabinetry/ casework  
Mechanical, Plumbing & Electrical  
Includes Contractor's P&O, taxes, & insurance

Budget 5800 s.f. @ \$53/ s.f. **\$305,000.**

**\*Grand Total budget.....\$575,000. (approx. \$100/ s.f.)**

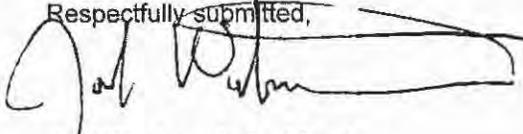
\*Does not include Architecture/ Engineering fees.

Based on limited funding sources & lack of personnel to fill the building, it is recommended that the proposed plan be built in phases. The 3rd phase would be completed as office needs become necessary & financing becomes available.

- 1) Shell & site improvements Estimate budget: \$270,000.
- 2) Interior improvements—phase I Estimate budget: \$153,000.
- 3) Interior improvements—phase II. Estimate budget: \$152,000.  
**\$575,000.**

Note that construction of a new building would be an average of \$150-\$200/ s.f. plus demolition costs.(approx. \$1.2 million). Additionally, construction costs will increase as economic conditions improve.

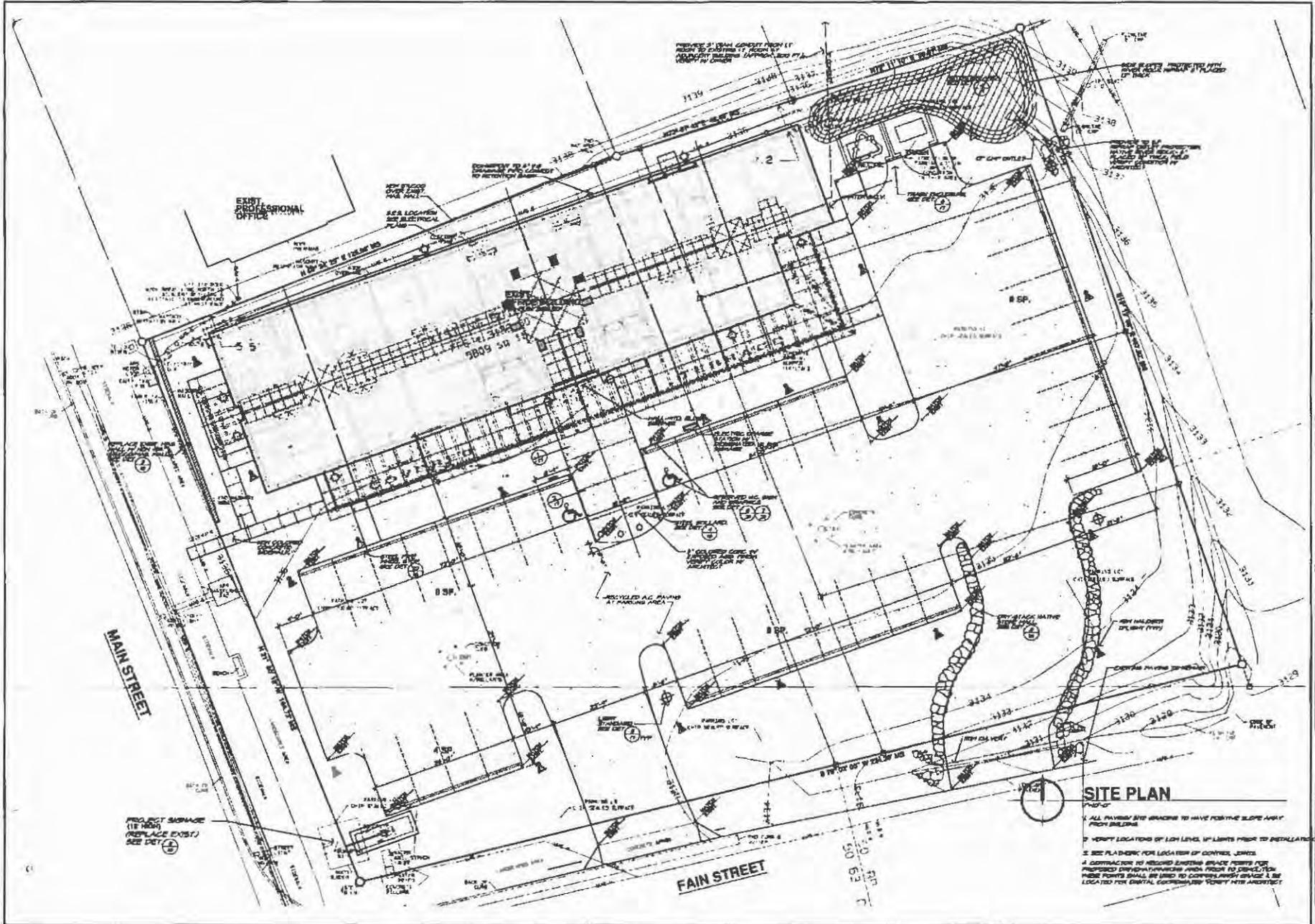
Respectfully submitted,



**Joel Westervelt Architect**  
AZ Lic. # 45222







**SITE PLAN**

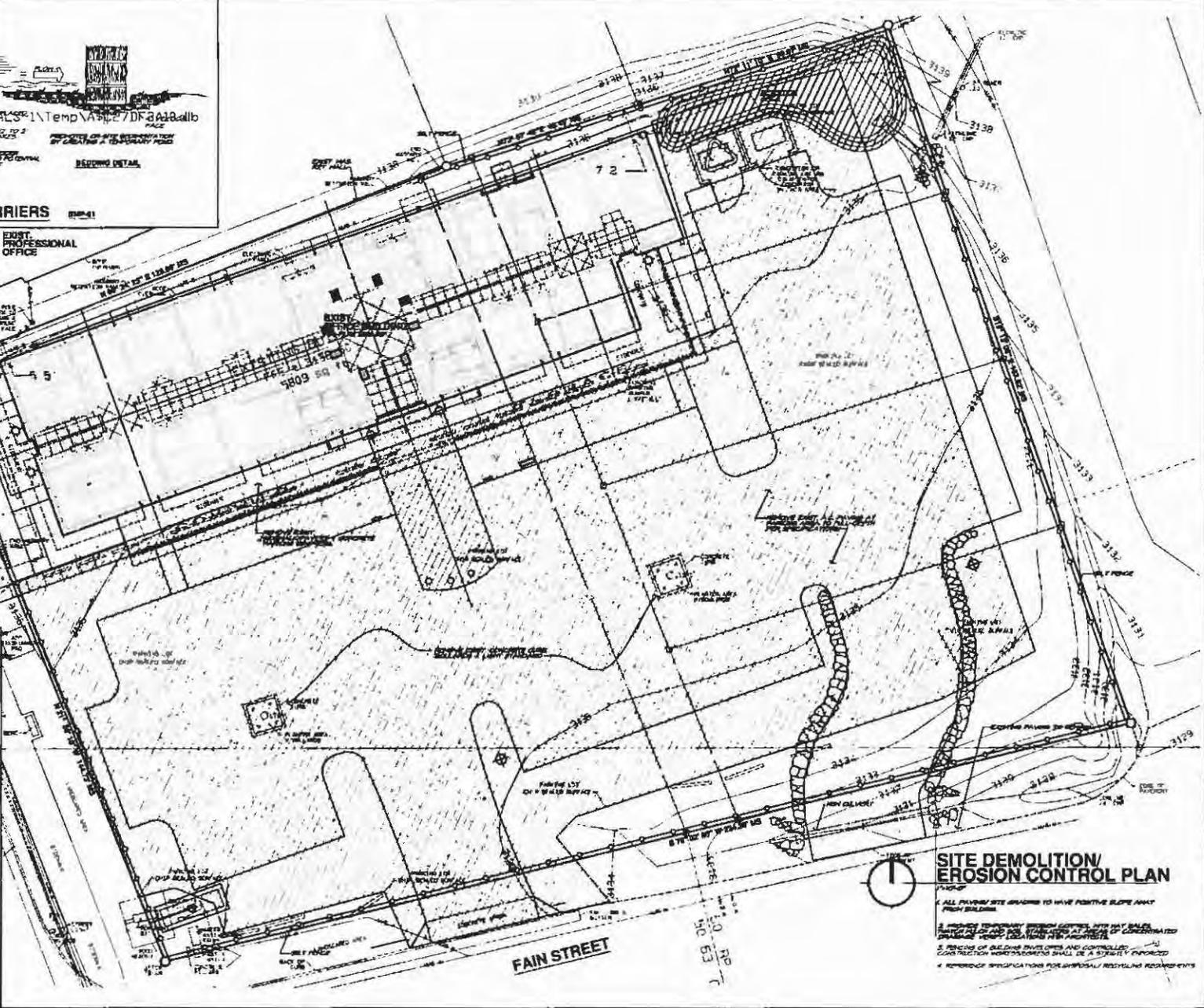
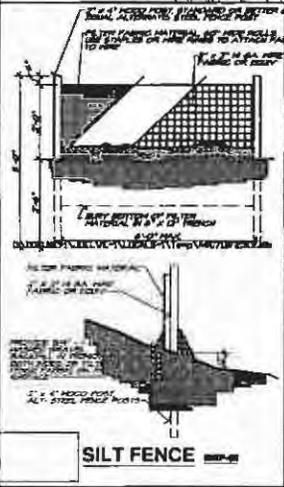
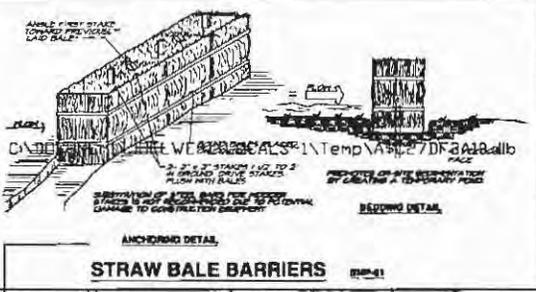
- 1. ALL PAVED SITE GRADING TO HAVE POSITIVE SLOPE AWAY FROM BUILDING.
- 2. VERIFY LOCATIONS OF LSH LEVELS UP/LIGHTS PRIOR TO INSTALLATION.
- 3. SEE PLAN SHEET FOR LOCATION OF CONCRETE JOINTS.
- 4. COORDINATE TO RECORD EXISTING GRADE POINTS FOR PROPOSED DEVELOPMENTS AND PRIOR TO DEMOLITION. THESE POINTS SHALL BE USED TO CORRELATE WITH GRADE 1 BE LOCATED FOR DIGITAL ELEVATIONS. VERIFY WITH ARCHITECT.

REVISIONS	BY

**JOEL WUTENWELY ARCHITECT**  
 1000 N. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112

Renovation to:  
**RIO VERDE PLAZA**  
 1000 N. 10th Avenue  
 Denver, Colorado

**NOT FOR CONSTRUCTION**



REVISION	BY
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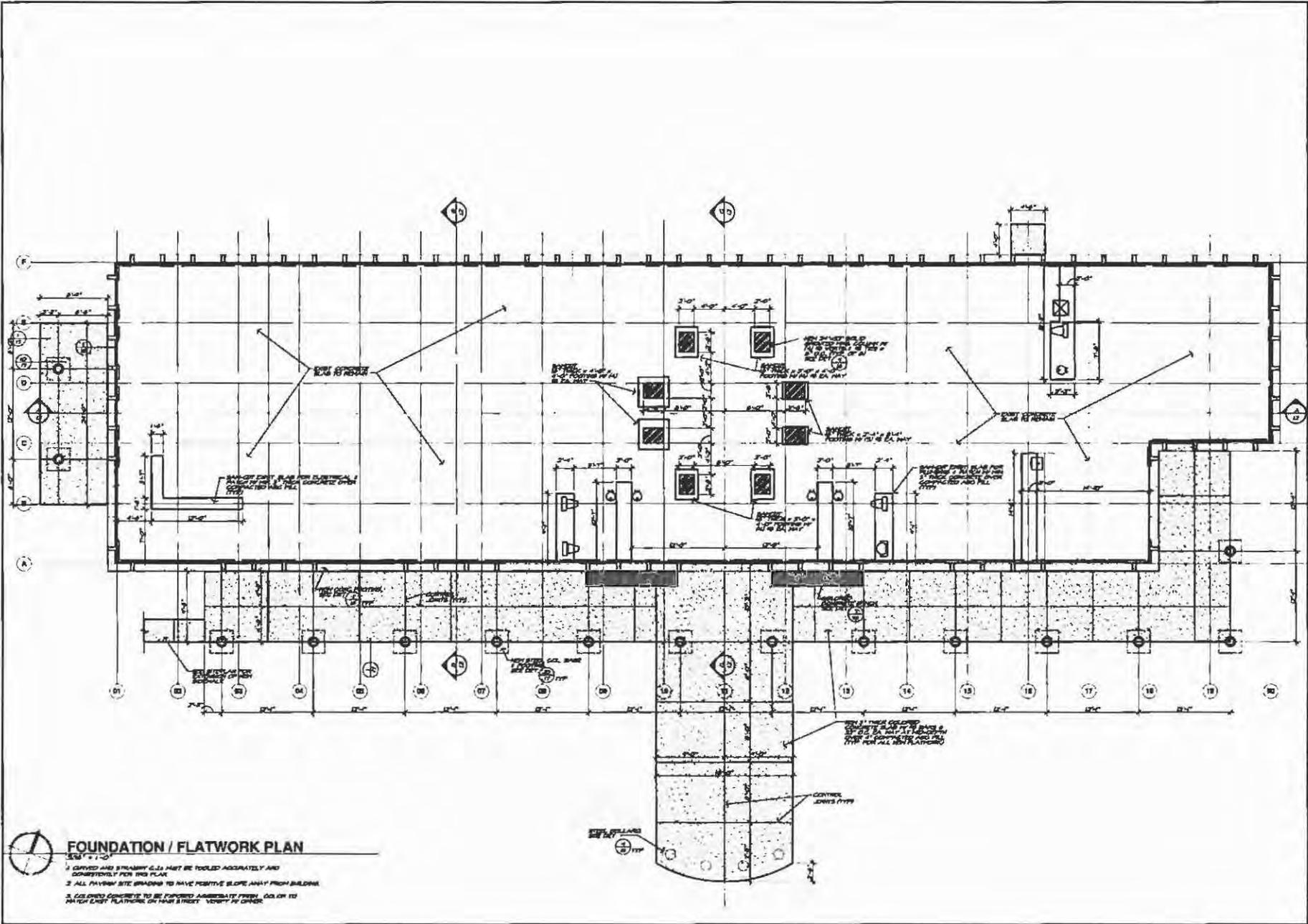
JOEL WESTERVELT ARCHITECT  
 1000 N. GAVELIN AVENUE  
 SUITE 100  
 PHOENIX, ARIZONA 85012



Renovation to:  
**BIO VERDE PLAZA**  
 1000 N. GAVELIN AVENUE  
 PHOENIX, ARIZONA

NOT FOR CONSTRUCTION





**FOUNDATION / FLATWORK PLAN**

1. CURVED AND BRICKWORK C/A MUST BE TOOLED ACCURATELY AND CORRESPONDENT FOR THIS PLAN.
2. ALL PAVING SITE GRADING TO HAVE POSITIVE SLOPE AWAY FROM BUILDING.
3. COLORED CONCRETE TO BE EXPURED IMMEDIATELY FROM COLOR TO MATCH EXIST FLATWORK ON MAIN STREET. VERIFY TO OWNER.

REVISION	BY
1	J.P.

JOEL WOODRUFF ARCHITECT  
 1000 N. CENTRAL AVENUE  
 SUITE 100  
 PHOENIX, AZ 85004

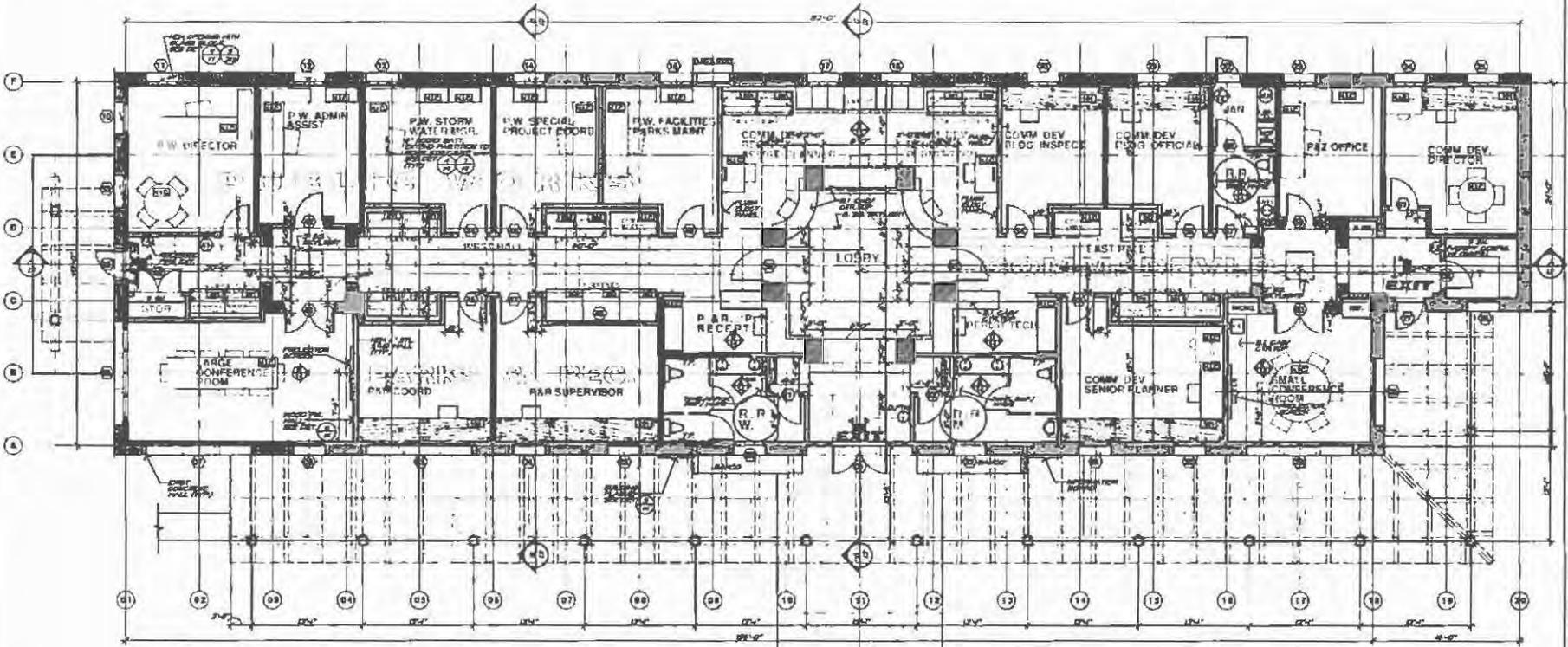


Renovation to:  
**RIO VERDE PLAZA**  
 1000 N. CENTRAL AVENUE  
 PHOENIX, ARIZONA

NOT FOR CONSTRUCTION

**FIXTURE SCHEDULE:**

NO.	QTY	DESCRIPTION	MANUFACTURER	MODEL	REMARKS
107	2	BULKY IN LATELY TABLE CUSTON	N/A	N/A	SEE DET - BIDD VARY.
108	15	ROTARY FILE CABINET	HAYLOR	-	LINDY D.B.
109	3	ROTARY FILE CABINET	HAYLOR	-	LINDY D.B.
110	4	FLAT FILE CABINET	HAYLOR	-	LINDY D.B.
N/A	N/A	N/A	N/A	N/A	N/A



**FLOOR PLAN**  
1/20/00

- GENERAL CONTRACTOR TO SUPPLY AND INCORPORATE ALL SLOOCH, SHAW BARR & STEEL, TONS, EXPANDERS, MOUNT RECEIPTABLES, SANITARY WAXEN EXPANDERS, STALL EXPANDERS, E-MOUNTING, ETC. AS REQUIRED.
- ALL INTERIOR WALLS TO BE 5" BRICK, 8" OR 12" CMU TYPE 3 BFT OR 8" S&W RIGID INSULATED CONCRETE, REINFORCED HANGROUT WALLS TO RECEIVE A PLASTER FINISH IN BRICK/GORNER.
- ALL INTERIOR WALLS OF RESTROOMS TO RECEIVE CONWAL F&Z HANGROUT TO 4'-10"
- ALL FLOORS OF RESTROOMS TO RECEIVE REINFORCED CONCRETE FINISH APPROVED BY APPLICABLE HEALTH CODES. VERIFY BY PRECAST.
- FOR TYPICAL ADA RESTROOMS SEE AT HATCH CORNER, LEVELS & LAYS, & EXPANDERS, SEE DETAILS.
- SEE OTHER SCHEDULE SHEET 6 FOR GLAZING & MOUNTING REQUIREMENTS.

**HALL KEY**

- DARTING CORSE HALL TO REPAIR
- NEW HANGROUT HALL
- NEW STEEL FRAME HALL

REVISIONS

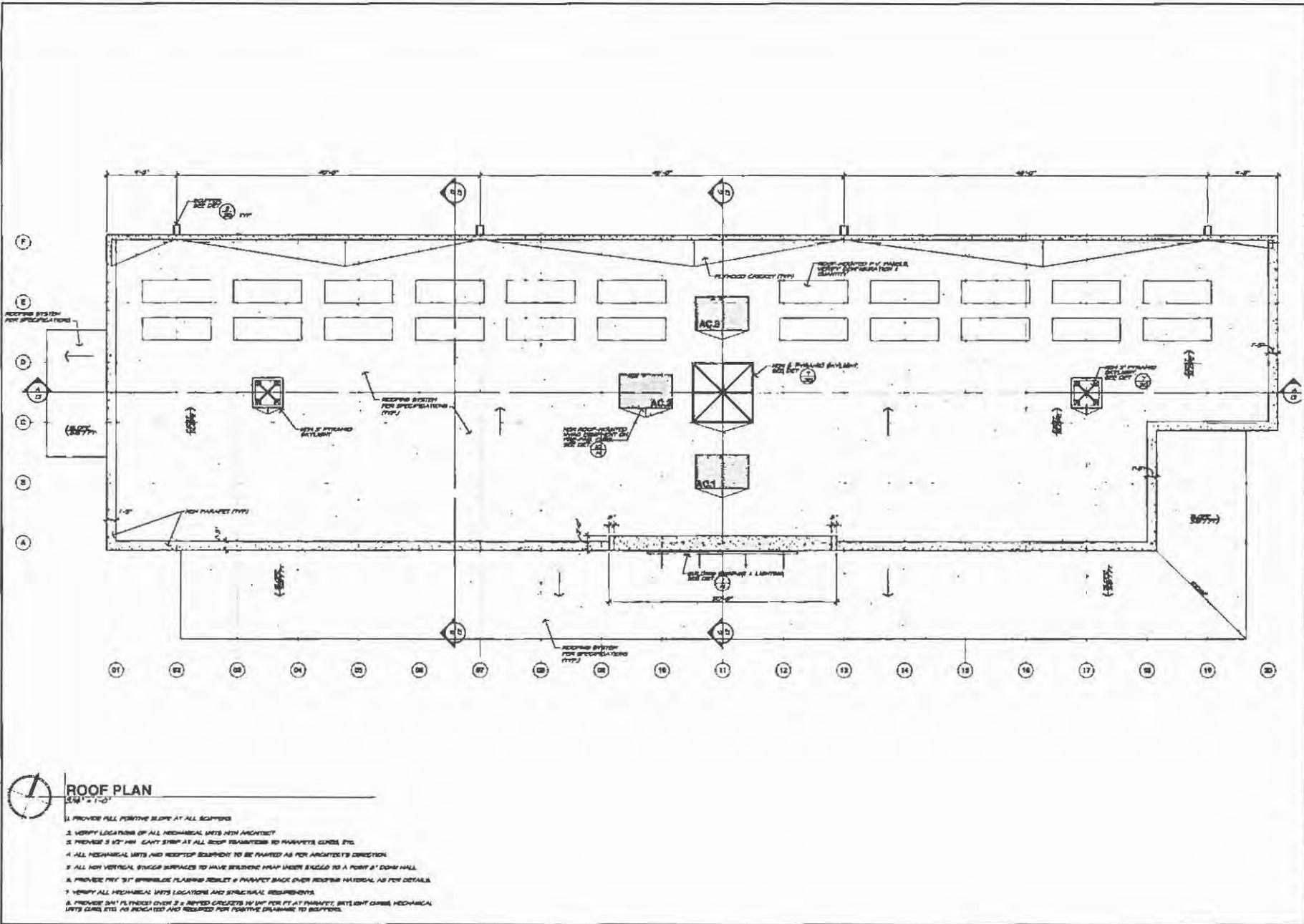
NO.	DATE	DESCRIPTION
1	1/20/00	ISSUE FOR PERMIT

JOEL WESTERVELT ARCHITECT  
 1000 N. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112

RENOVATION TO:  
**RIO VERDE PLAZA**  
 577 South Main Street  
 Flagstaff, Arizona  
 86001

NOT FOR CONSTRUCTION

7



REVISION	BY
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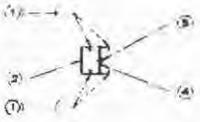
JOEL WESTERVELT ARCHITECT  
 1200 N. CENTRAL AVENUE, SUITE 100  
 PHOENIX, ARIZONA 85004  
 TEL: 602.254.1111  
 FAX: 602.254.1112



Renovation to:  
**RIO VERDE PLAZA**  
 1200 N. CENTRAL AVENUE  
 PHOENIX, ARIZONA 85004  
 PROJECT NO. 100-100-100  
 DATE: 10-20-10  
 PREPARED BY: J.W.  
 CHECKED BY: J.W.  
 APPROVED BY: J.W.  
 PROJECT MANAGER: J.W.

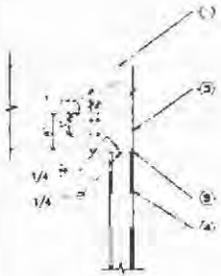
- ROOF PLAN**  
 1/8" = 1'-0"
1. PROVIDE ALL POSITIVE SLOPE AT ALL SCOFFERS
  2. VERIFY LOCATIONS OF ALL MECHANICAL UNITS WITH ARCHITECT
  3. PROVIDE 3/8" MIN. GALT STRIP AT ALL ROOF TRANSITIONS TO PARAPETS, CURBS, ETC.
  4. ALL MECHANICAL UNITS AND ROOFTOP EQUIPMENT TO BE PAINTED AS PER ARCHITECT'S DIRECTION
  5. ALL NON VERTICAL SURFACE SURFACES TO HAVE BUILDING WRAP UNDER BUNGLE TO A POINT 6" DOWN HALL
  6. PROVIDE 1/4" BITUMEN FLOORING OVER 2" PARAPET BACK OVER ROOFING MATERIAL AS PER DETAILS
  7. VERIFY ALL MECHANICAL UNITS LOCATIONS AND STRUCTURAL REQUIREMENTS
  8. PROVIDE 3/4" PLYWOOD OVER 2" RIGID GIRDERS BY 1/4" FOR FT AT PARAPETS, BRIGHTNESS, MECHANICAL UNITS CURBS, ETC. AS REQUIRED AND REQUIRED FOR POSITIVE DRAINAGE TO SCOFFERS.

DETAIL NOTES  
 1. 1" LONG STUDION FIELD AT 12" O.C. FULL HEIGHT OF STUDION  
 2. BRIDGE STUD (BRIDGE)  
 3. 4" O.C. STUDION AT 12" O.C. FULL HEIGHT OF STUDION AND 1" LONG STUDION AT STUDION LINES



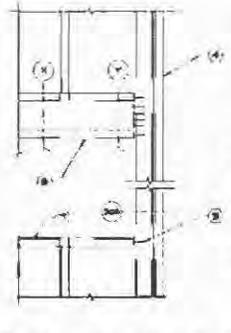
1 BOXED STUDS AT JAMBES & BM BRG

DETAIL NOTES  
 1. WOOD FRAME  
 2. 1/4" BRIDGE PLATE BACK C OF WITH 2-1/4" DIA. WOOD STUDION  
 3. 1/2" CAP PLATE  
 4. STEEL COLUMN WITH FLANGE UP



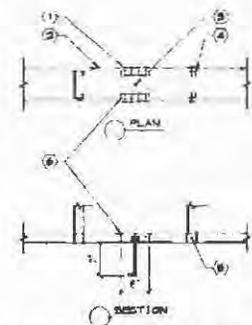
1 WOOD BEAM AT STEEL COLUMN

DETAIL NOTES  
 1. STEEL STUD TRACK FOR 8" x 8"  
 2. 1/2" BRIDGE PLATE BACK C OF WITH 2-1/4" DIA. WOOD STUDION  
 3. 1/2" CAP PLATE  
 4. STEEL STUD POST AT JAMBES  
 5. BRIDGE PLATE AT STUDION FIELD C OF WITH 2-1/4" DIA. WOOD STUDION  
 6. STEEL STUD HENNY  
 7. PROTECT AT 8" O.C. COMPLETE TO SCREWS FOR 8" x 8" FOR TRACKS & IS

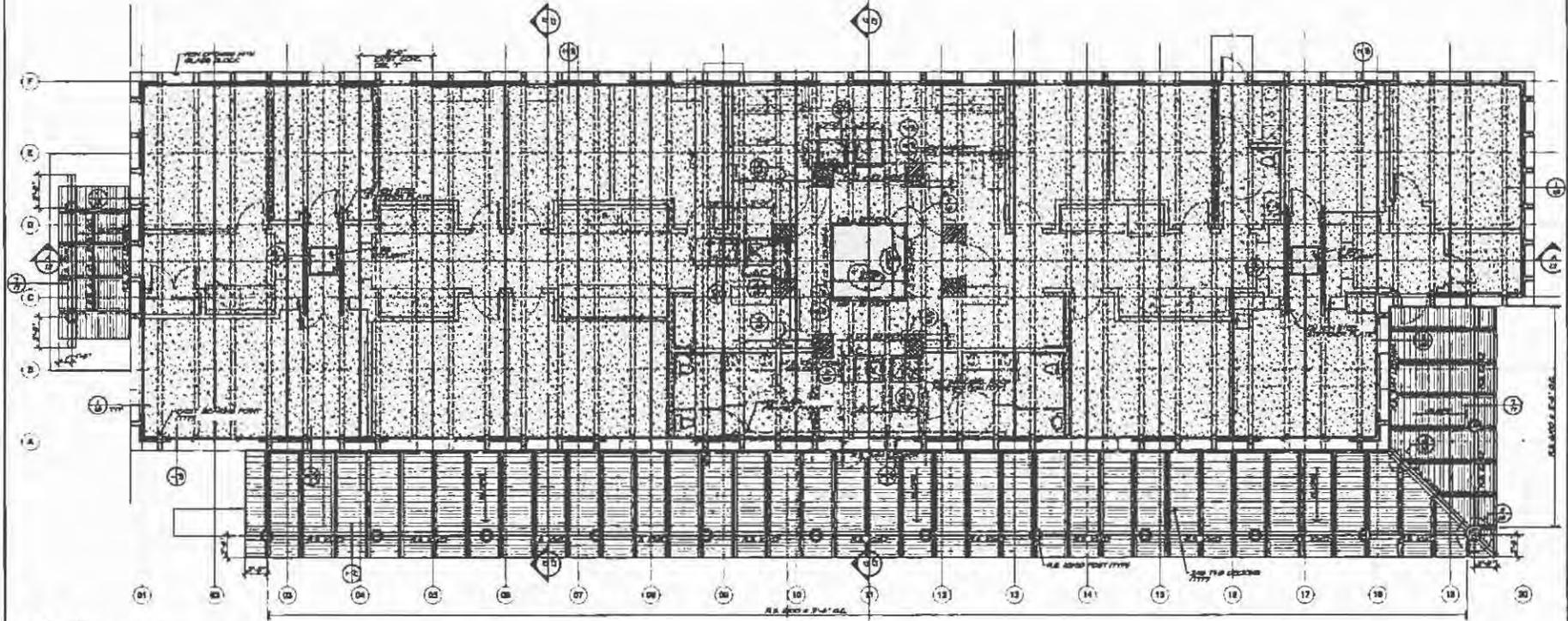


1 TYP. STL. STUD HEADER (EXT.)

DETAIL NOTES  
 1. 4" x 8" BRIDGE PLATE  
 2. STEEL TRACK FOR 8" x 8"  
 3. BRIDGE PLATE FOR STUDION FIELD C OF WITH 2-1/4" DIA. WOOD STUDION  
 4. 1/2" BRIDGE PLATE  
 5. STEEL STUDION  
 6. STEEL STUDION AT 12" O.C. FULL HEIGHT OF STUDION AND 1" LONG STUDION AT STUDION LINES



1 TYP. EXT. & BASE FLOOR CONNECTION



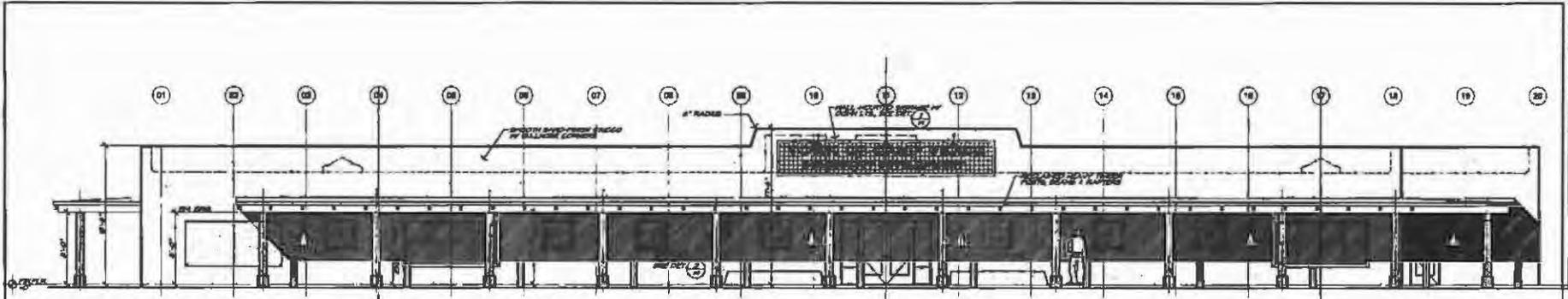
ROOF FRAMING PLAN  
 3/16" = 1'-0"

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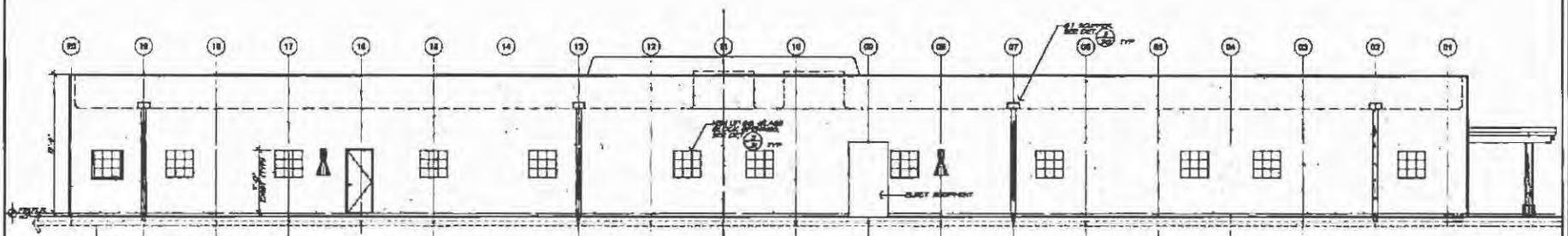


Renovation to:  
**RIO VERDE PLAZA**  
 307 South Main Street  
 Tempe, Arizona  
 85281  
 480-964-1111  
 www.joelwestervelt.com

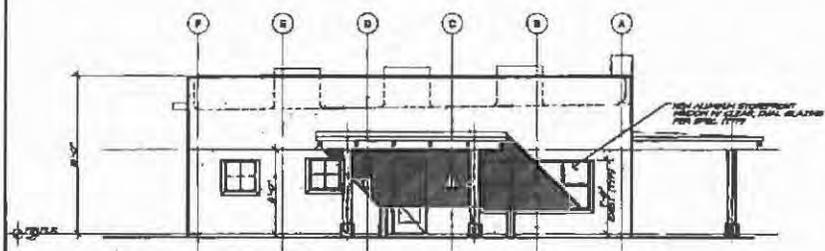




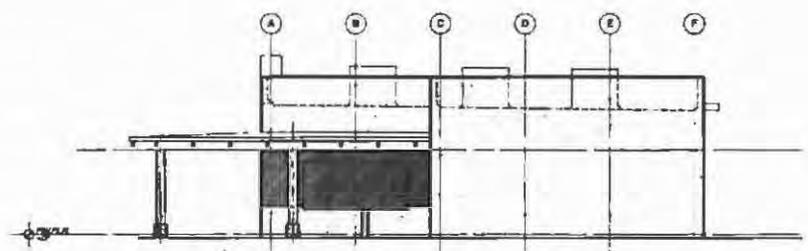
**SOUTH ELEVATION**  
3/8" = 1'-0"



**NORTH ELEVATION**  
3/8" = 1'-0"



**WEST ELEVATION**  
3/8" = 1'-0"



**EAST ELEVATION**  
3/8" = 1'-0"

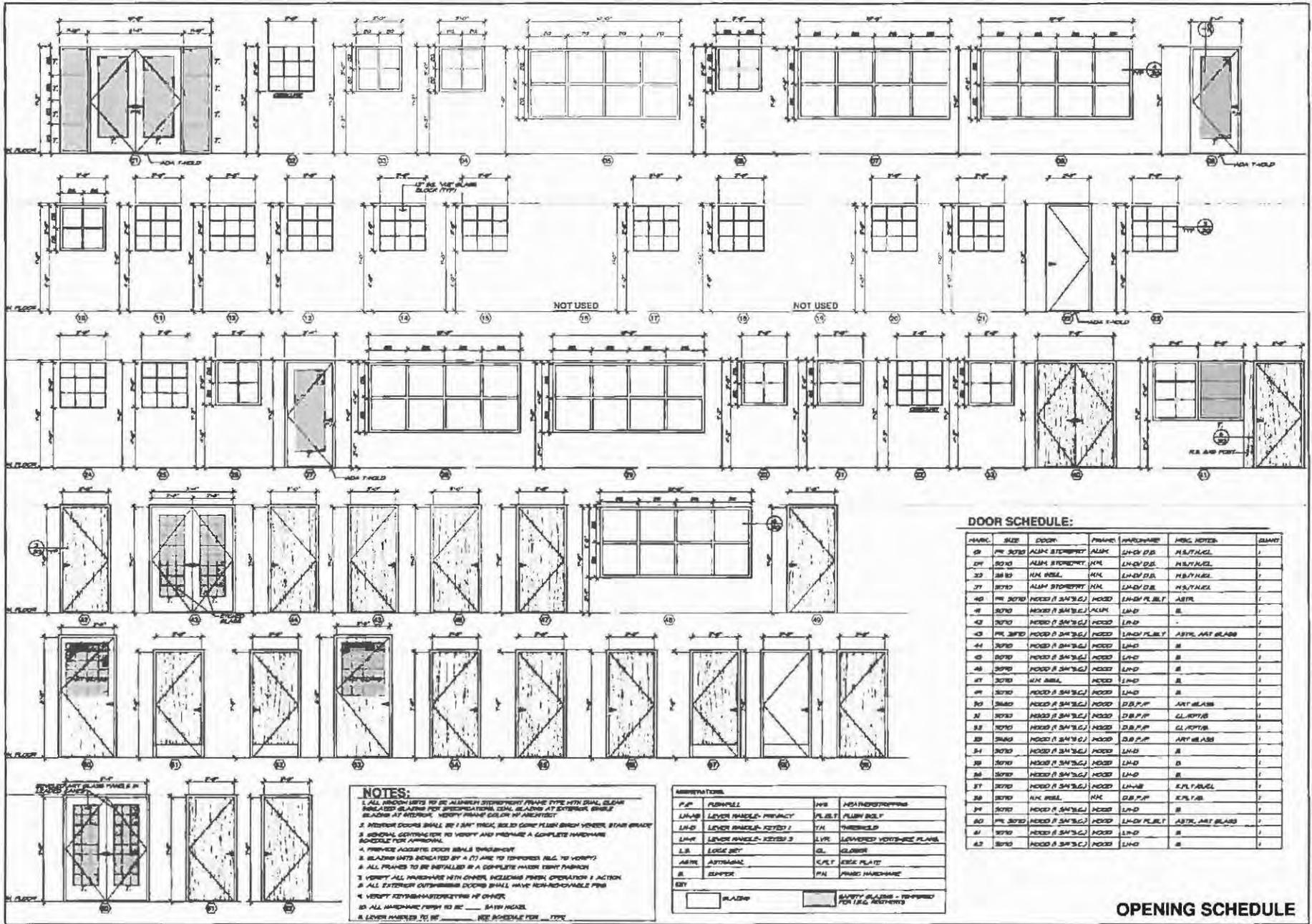
NO.	DATE	REVISION

JOEL WESTERVELY ARCHITECT  
 1000 WEST 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111



Renovation to:  
**RIO VERDE PLAZA**  
 1000 West 10th Street  
 Rio Verde, Arizona  
 NOT FOR CONSTRUCTION





**NOTES:**

1. ALL WINDOW UNITS TO BE ALUMINUM STEPHENSON FRAME TYPE WITH DUAL GLASS INSULATED GLAZING FOR SPECIFICATIONS. SEAL GLAZING AT EXTERIOR SINGLE GLAZING AT INTERIOR. VERIFY FRAME COLOR W/ ARCHITECT.
2. INTERIOR DOORS SHALL BE 1 3/4" THICK, SOLID CORE FLUSH BIRCH VENEER, STAIN BRASS BLAZING AT INTERIOR. VERIFY FRAME COLOR W/ ARCHITECT.
3. GENERAL CONTRACTOR TO VERIFY AND PROVIDE A COMPLETE HARDWARE SCHEDULE FOR APPROVAL.
4. PROVIDE ADJUSTIVE DOOR SWALE THROUGHOUT.
5. GLAZING UNITS INDICATED BY A (T) ARE TO TEMPORARY IGL TO VERIFY.
6. ALL FRAMES TO BE INSTALLED IN A COMPLETE HARDY VENTY PATTERN.
7. VERIFY ALL HARDWARE WITH OWNER, INCLUDING FINISH, OPERATION & ACTION.
8. ALL EXTERIOR OPERATING DOORS SHALL HAVE NON-REMOVABLE PUSH.
9. VERIFY KEYPAD/MANUALLY OPERATED IF OWNER.
10. ALL HARDWARE FINISH TO BE \_\_\_\_\_ SATIN BRASS.
11. LEVER HANDLES TO BE \_\_\_\_\_ SEE SCHEDULE PER \_\_\_\_\_ TYPE.

**ABBREVIATIONS:**

P.P.	FLUSH PANEL	H/S	NON-REMOVABLE
L.H.W.	LEVER HANDLE- PRIVACY	P.L.B.T.	FLUSH BOLT
L.H.D.	LEVER HANDLE- KEYED 1	T/H	THRESHOLD
L.H.V.	LEVER HANDLE- KEYED 2	L.V.R.	LOWERED VERTICAL PLANE
L.S.	LOCK SET	G.L.	GLASS
A.S.P.	ASTRAGAL	E.P.T.	EDGE PLATE
B.	SWITCH	P.H.	FINISH HARDWARE

KEY

[Symbol]	GLASS	[Symbol]	SAFETY GLASS - TEMPORARY FOR I.G. NOTED
----------	-------	----------	-----------------------------------------

**DOOR SCHEDULE:**

NO.	SIZE	DOOR	FRAME	HARDWARE	INSG. NOTES	QTY
01	PK 3070	ALUM STEPHENSON	ALUM	L.H.D. D.B.	N.B.T.H.G.L.	1
02	3040	ALUM STEPHENSON	HK	L.H.D. D.B.	N.B.T.H.G.L.	1
03	3040	HK W.B.L.	HK	L.H.D. D.B.	N.B.T.H.G.L.	1
07	3070	ALUM STEPHENSON	HK	L.H.D. D.B.	N.B.T.H.G.L.	1
08	PK 3070	HOOD # 3475(G)	HOOD	L.H.D. P.L.B.T.	ASTR.	1
09	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
10	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
11	PK 3070	HOOD # 3475(G)	HOOD	L.H.D. P.L.B.T.	ASTR. ART GLASS	1
14	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
15	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
16	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
17	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
18	3070	HK W.B.L.	HK	L.H.D.	B.	1
19	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
20	3070	HOOD # 3475(G)	HOOD	D.B.P.P.	ART GLASS	1
21	3070	HOOD # 3475(G)	HOOD	D.B.P.P.	GLASS	1
22	3070	HOOD # 3475(G)	HOOD	D.B.P.P.	GLASS	1
23	3070	HOOD # 3475(G)	HOOD	D.B.P.P.	ART GLASS	1
24	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
25	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
26	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
27	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
28	3070	HK W.B.L.	HK	D.B.P.P.	K.P.L.G.L.	1
29	3070	HK W.B.L.	HK	D.B.P.P.	K.P.L.G.L.	1
30	PK 3070	HOOD # 3475(G)	HOOD	L.H.D. P.L.B.T.	ASTR. ART GLASS	1
31	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
32	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1
33	3070	HOOD # 3475(G)	HOOD	L.H.D.	B.	1

REVISIONS

NO.	DATE	BY	DESCRIPTION
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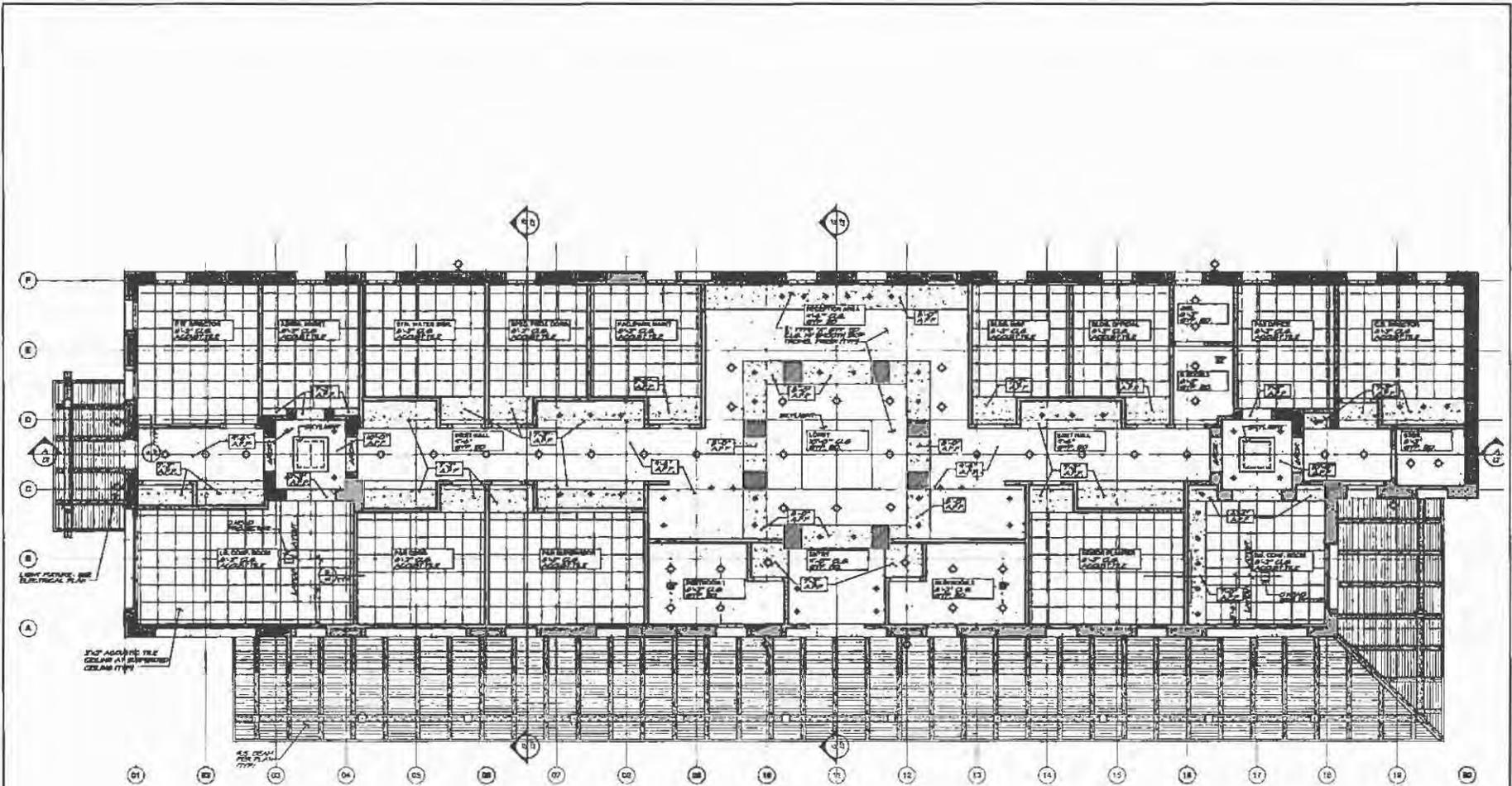
JOEL WESTERVELT ARCHITECT  
 1000 EAST WASHINGTON STREET  
 DENVER, COLORADO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112

Renovation to:  
**RIO VERDE PLAZA**  
 517 South Main Street  
 Denver, Colorado

NOT FOR CONSTRUCTION

13





-ACCOUSTICAL GELS PER TYPED  
 AND TYPED IN TYPED AT 2' x 2' x 5/8" HIGH RECYCLED  
 CONTENT FIBERGLASS BATT INSULATION  
 GRID - PROVIDE A 1/2" x 1/2" EXPOSED TEE GRID  
 COLOR - WHITE  
 FIRE RATING CLASS A

**REFLECTED CEILING PLAN**  
 1/8" = 1'-0"

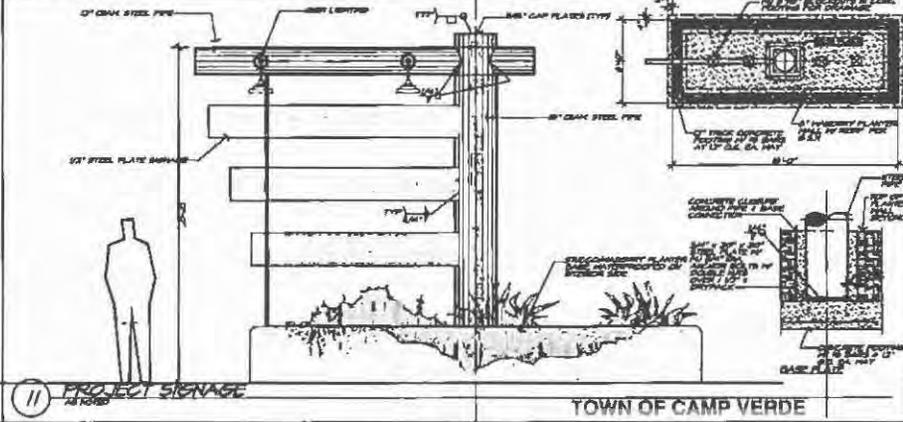
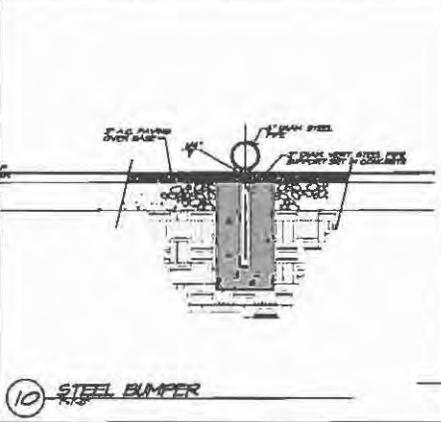
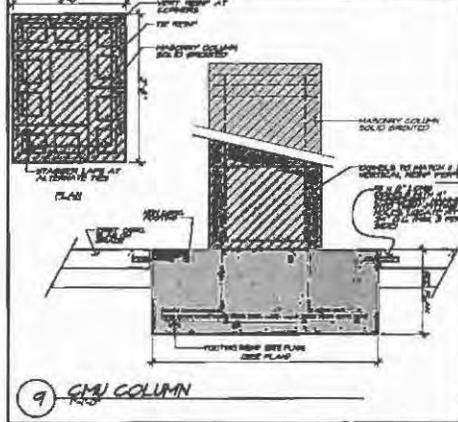
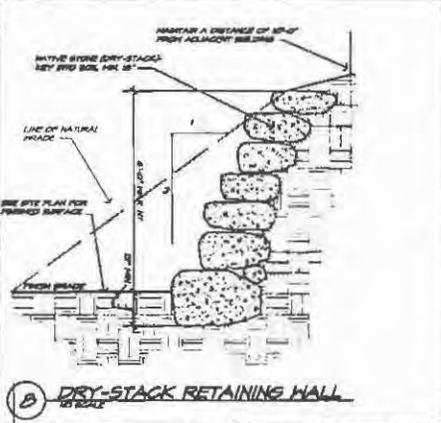
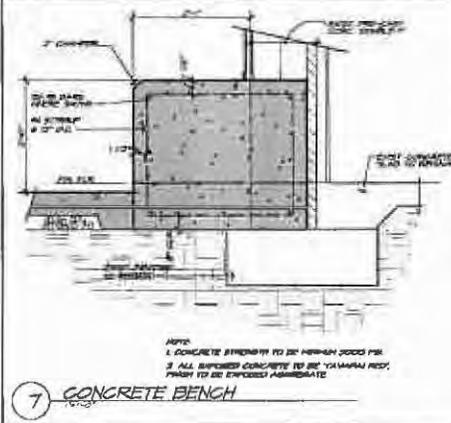
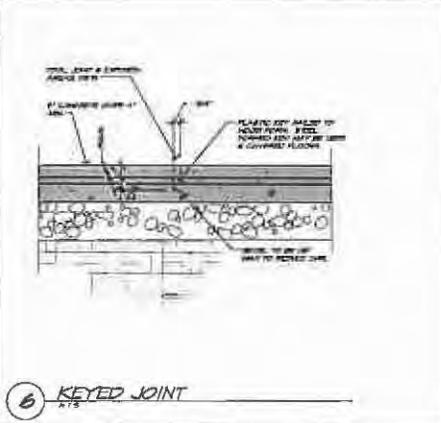
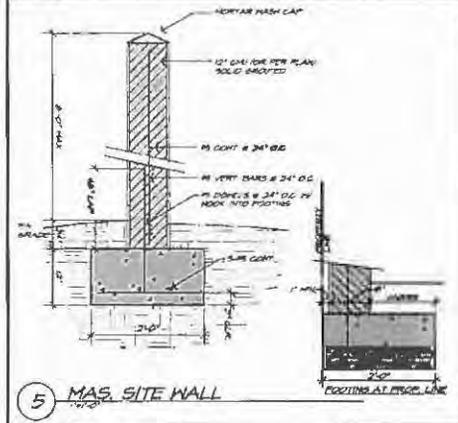
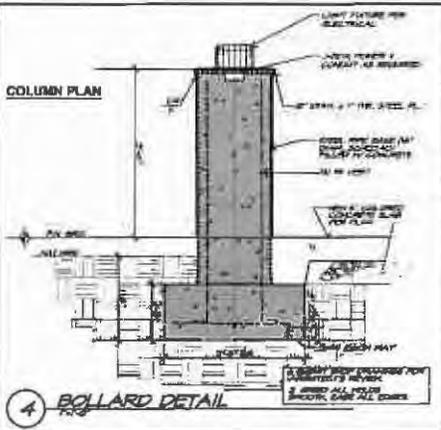
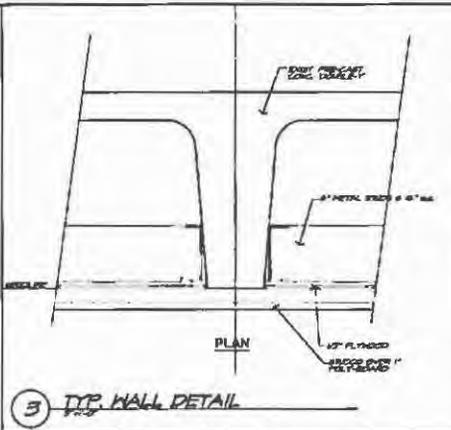
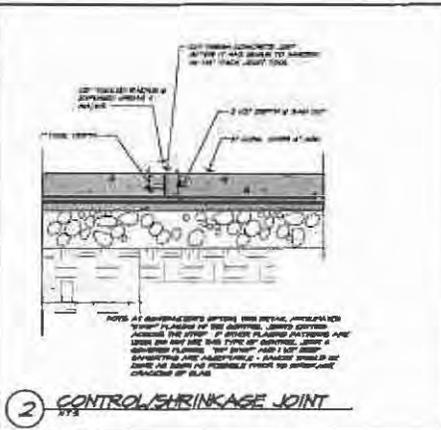
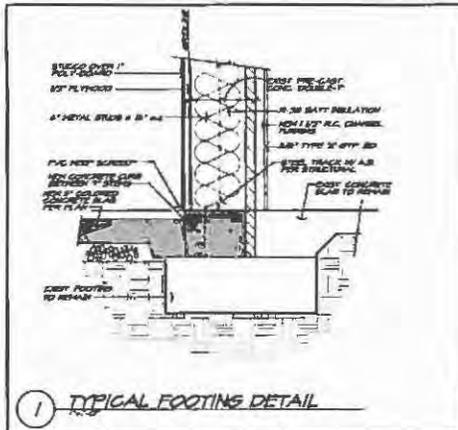
REVISION	DATE
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JOEL WERTZELVEY ARCHITECT  
 1000 N. GARDEN AVENUE, SUITE 100  
 DENVER, COLORADO 80202



Renovation to:  
**RIO VERDE PLAZA**  
 107 South Main Street  
 Denver, Colorado, 80202

PREPARED FOR  
**CONSTRUCTION**



REVISIONS	DATE
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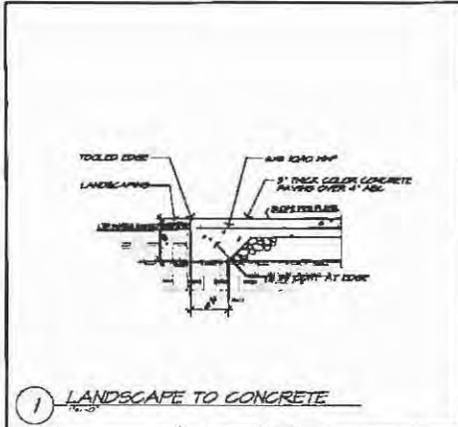
JOEL WESTERVELT ARCHITECT  
 1000 W. BROADWAY, SUITE 100  
 TAMPA, FL 33606  
 TEL: 813.251.1111  
 FAX: 813.251.1112

Renovation to:  
**RIO VERDE PLAZA**  
 37 South Main Street  
 Camp Verde, Arizona

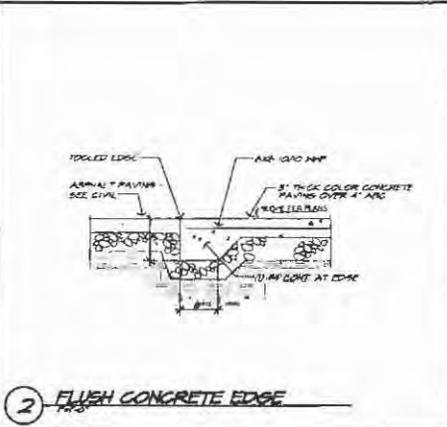
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TOWN OF CAMP VERDE

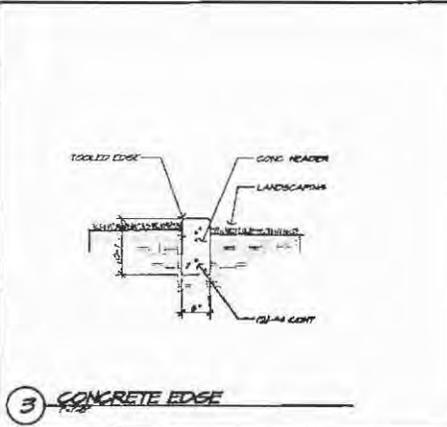
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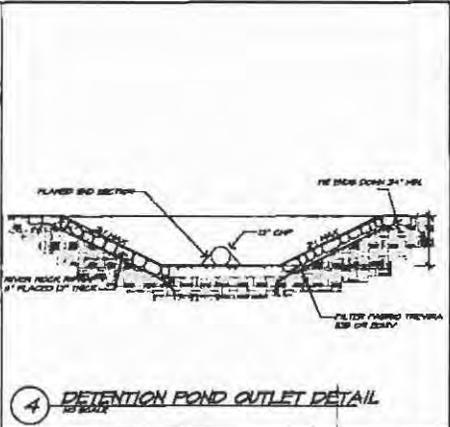
1 LANDSCAPE TO CONCRETE



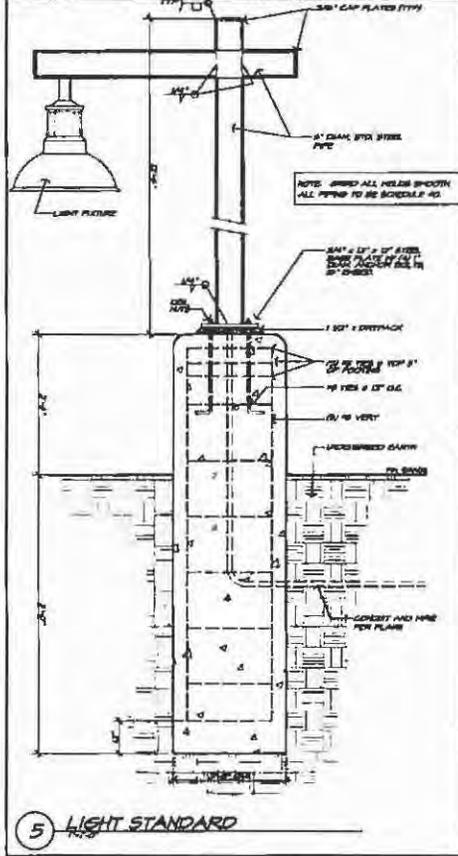
2 FLUSH CONCRETE EDGE



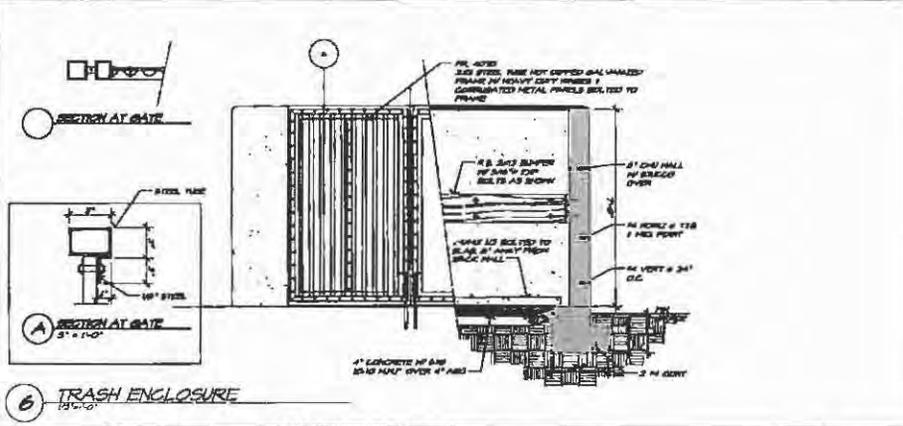
3 CONCRETE EDGE



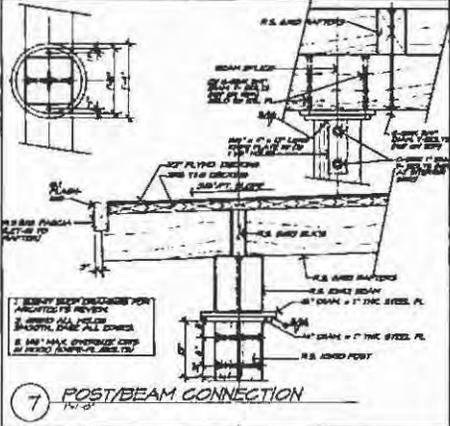
4 DETENTION POND OUTLET DETAIL



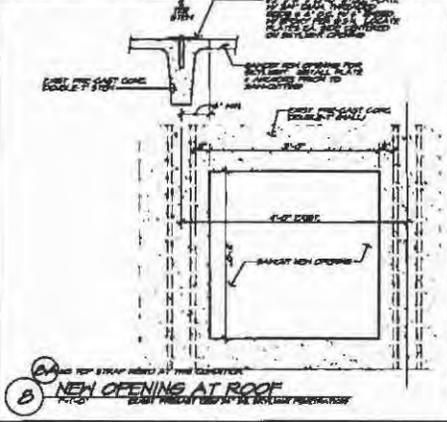
5 LIGHT STANDARD



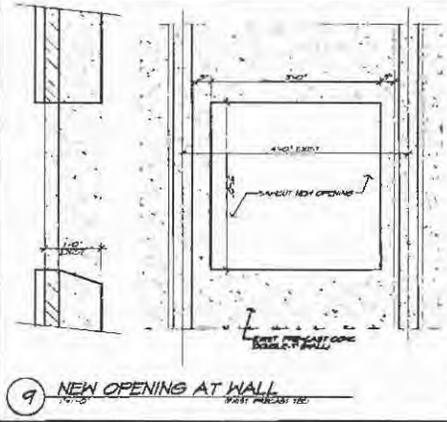
6 TRASH ENCLOSURE



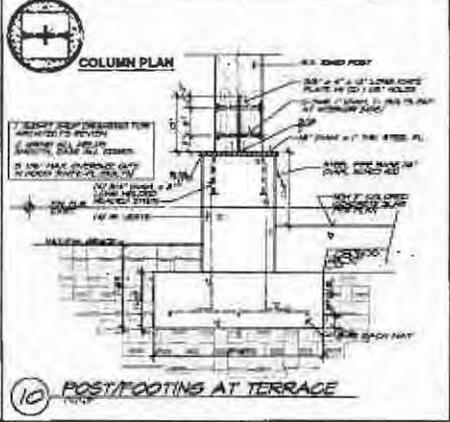
7 POST/BEAM CONNECTION



8 NEW OPENING AT ROOF



9 NEW OPENING AT WALL



10 POST/FOOTING AT TERRACE

REVISIONS

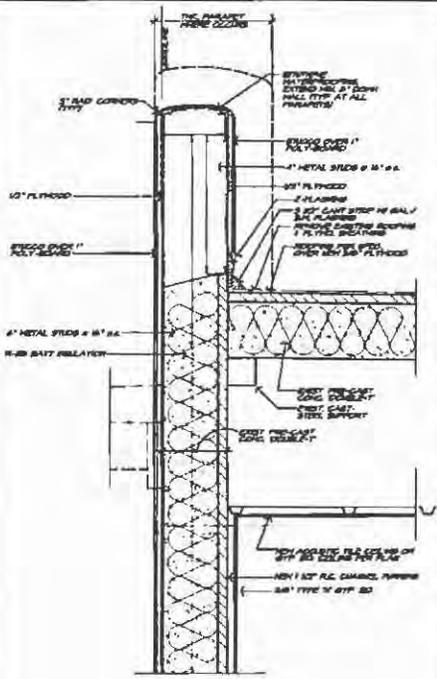
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JOEL WEITWELT ARCHITECT  
 1000 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW: JOELWEITWELT.COM

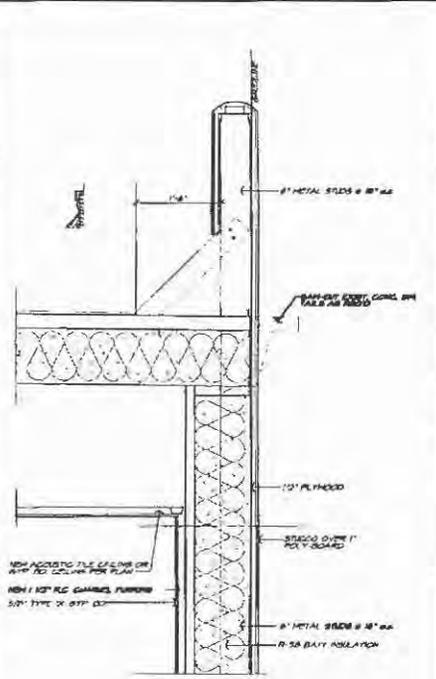
RENOVATION TO:  
**RIO VERDE PLAZA**  
 1000 10TH AVENUE, SUITE 100  
 DENVER, CO 80202

NOT FOR CONSTRUCTION

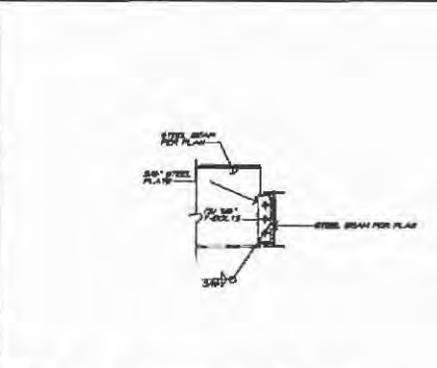
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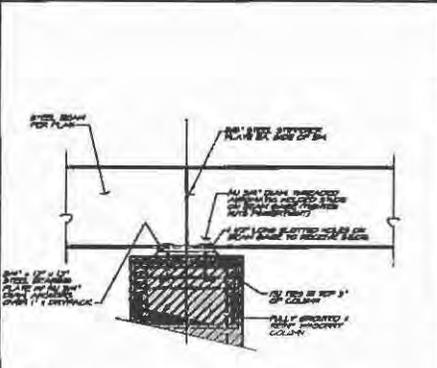
1 PARAPET DETAIL  
1/10/21



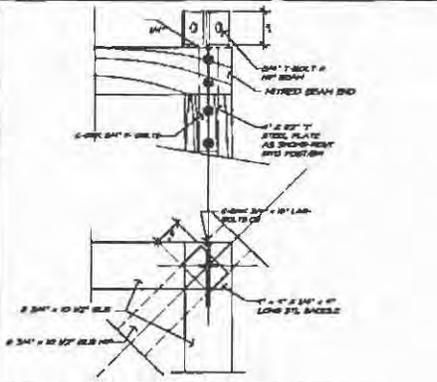
2 PARAPET DETAIL (NORTH)  
1/10/21



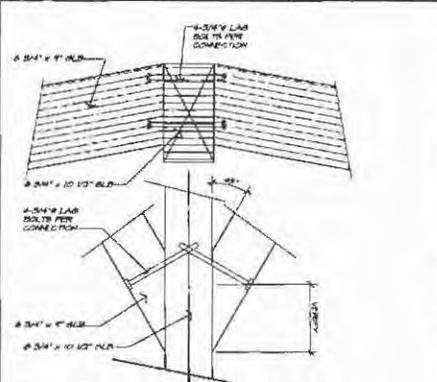
3 STL. BM. BEARING AT STL. BM.  
1/10/21



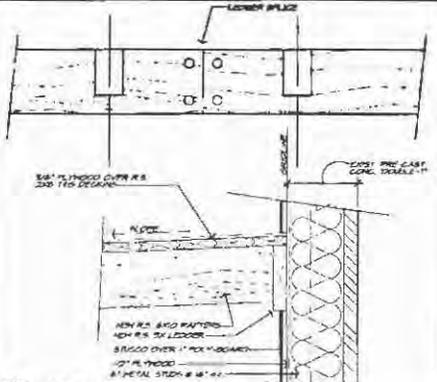
4 STL. BM. BEARING AT MAS. COL.  
1/10/21



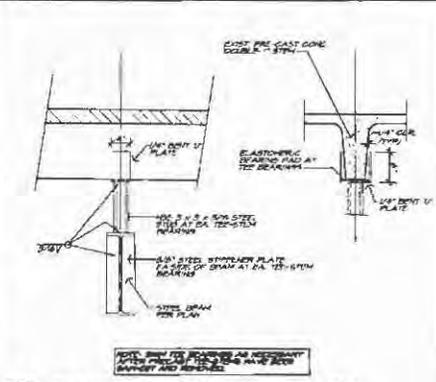
5 BM. CONNECTION @ TERRACE  
1/10/21



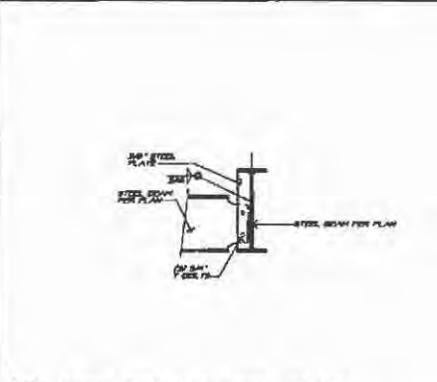
6 BEAM CONNECTION AT HIP BEAM  
1/10/21



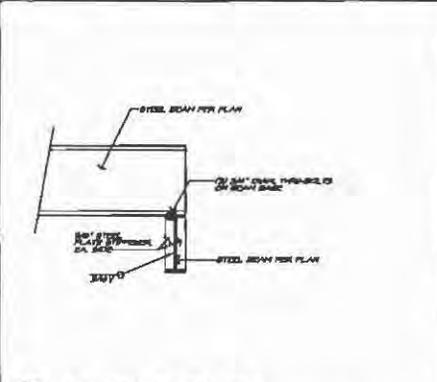
7 LEDGER DETAIL  
1/10/21



8 EXIST. PRECAST TEE @ STL. BM.  
1/10/21



9 STEEL BEAM AT STEEL BEAM  
1/10/21



10 STL. BM. AT STL. BM.  
1/10/21

REVISION	BY
1	JW

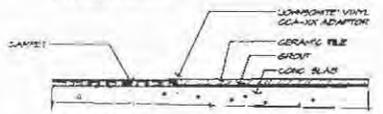
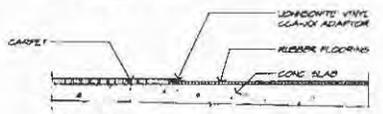
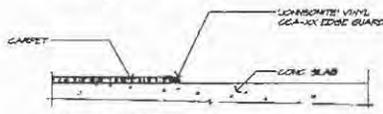
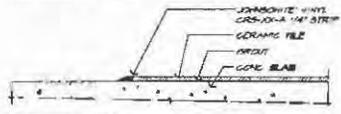
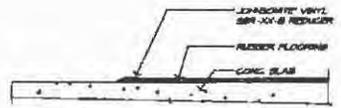
JOEL WESTERVELT ARCHITECT  
 1000 N. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 WWW.JWARCHITECT.COM



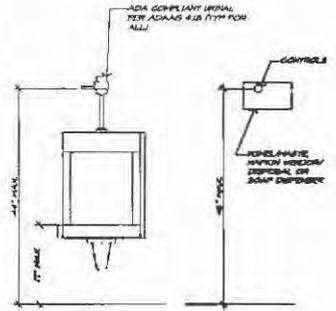
Renovation to:  
**RIO VERDE PLAZA**  
 1000 N. 10th Avenue  
 South Main Street  
 Phoenix, Arizona 85001  
 JOEL WESTERVELT ARCHITECT



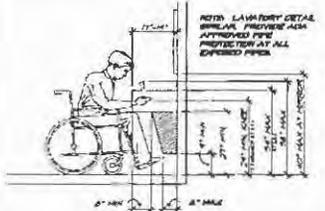




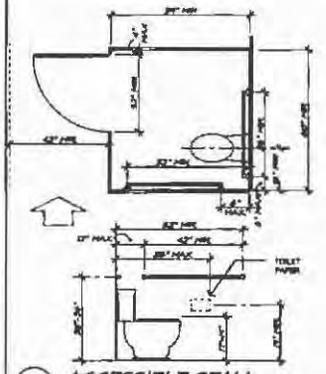
**1 FLOOR TRANSITIONS**  
10-2-03



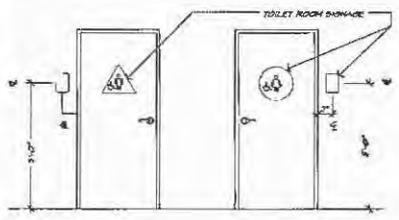
**2 ADA MOUNTING HEIGHTS**  
10-2-03



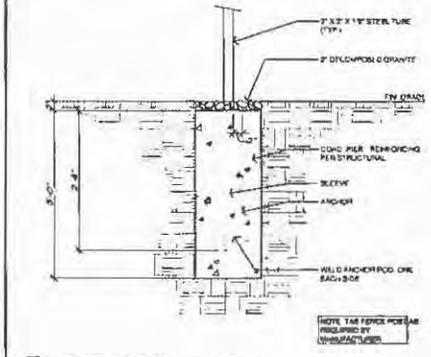
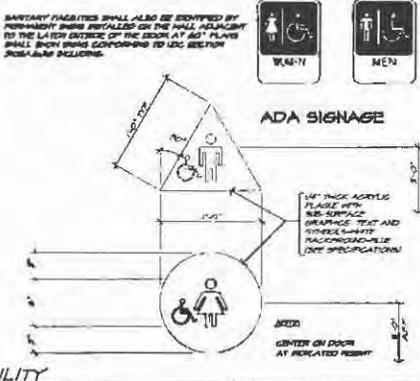
**3 DRINKING FOUNTAIN LAY.**  
10-2-03



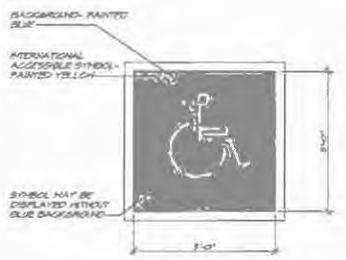
**4 ACCESSIBLE STALL**  
10-2-03



**5 INTERNATIONAL SYMBOLS OF ACCESSIBILITY**  
10-2-03

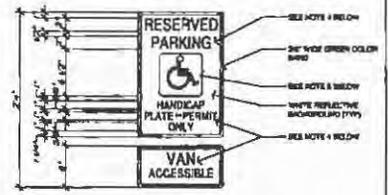


**6 TYP SIGNAGE POST**  
10-2-03



NOTE: AT BRICK PAVERS PRE-FABRICATED CAST IN PLACE WITH ALTERNATING COLOR PAVERS (1 PAVED)

**7 ACCESSIBLE PARKING SYMBOL**  
10-2-03



1. BOTTOM OF SIGN SHALL BE NO LESS THAN 36 INCHES AND MORE THAN 54 INCHES ABOVE THE GRADE
2. SIGNS SHALL BE PROPERLY CENTERED WITHIN THE PARKING SPACE
3. SIGN FACE SHALL BE LOCATED NO FURTHER THAN 6-40\"/>

REVISION	BY

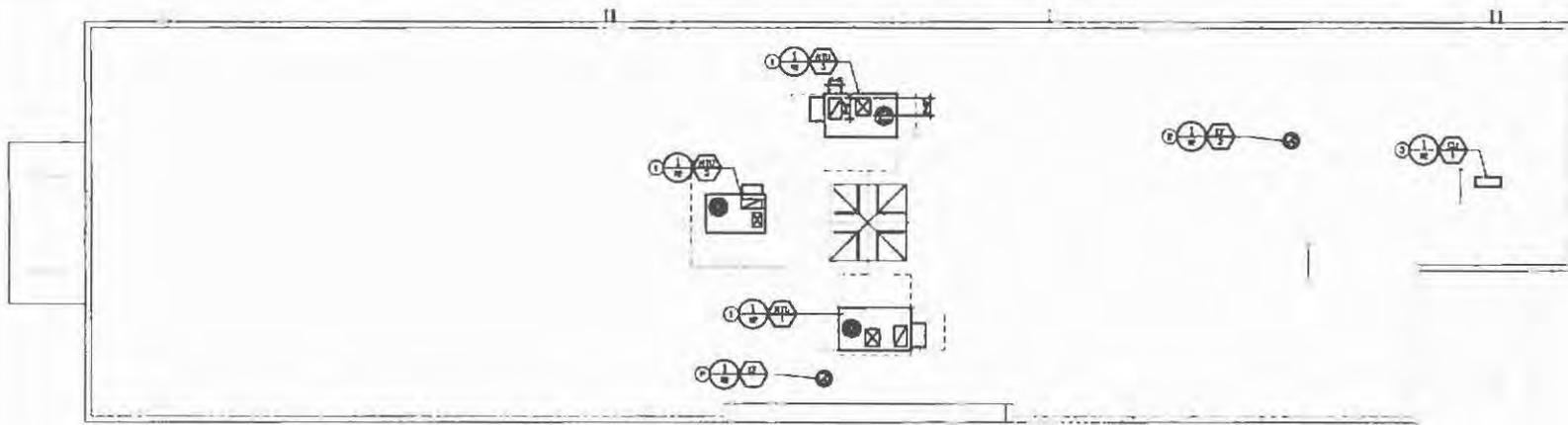
JOEL WELTVELT ARCHITECT  
1000 N. CENTRAL AVENUE, SUITE 100  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.JWELTVELT.COM



Renovation to:  
**RIO VERDE PLAZA**  
1007 South Main Street  
Rio Verde, Arizona  
NOT FOR CONSTRUCTION

10-2-03

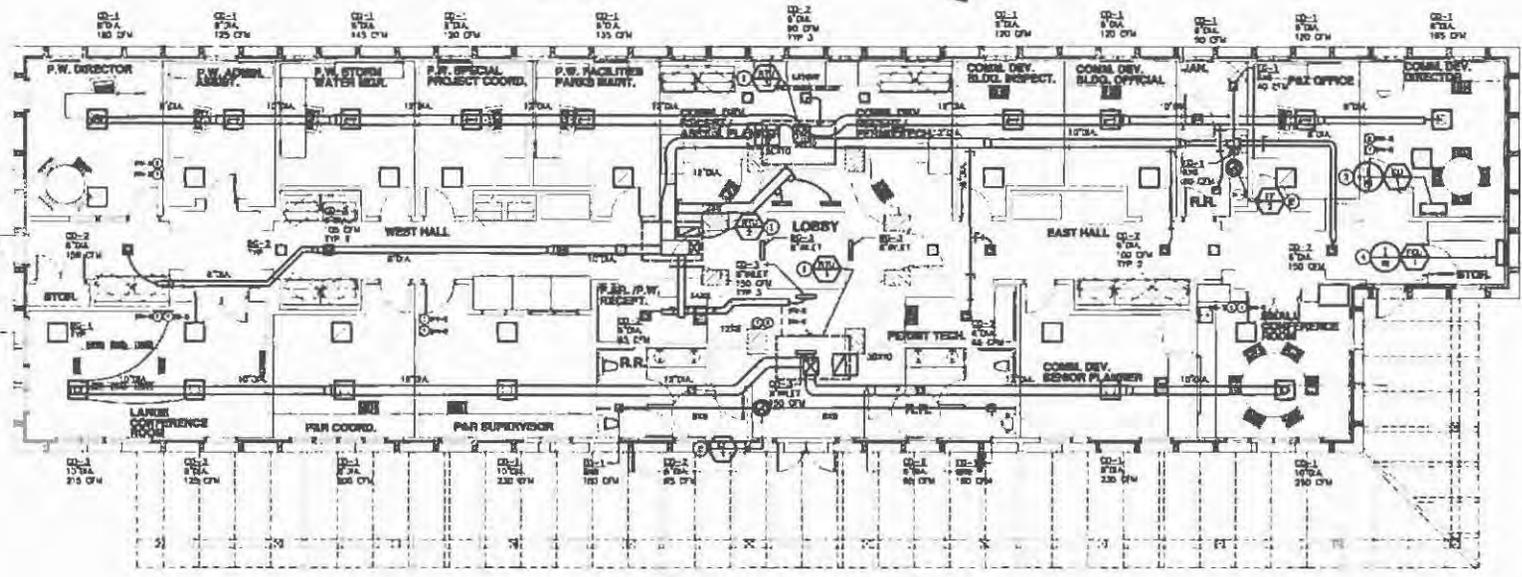




- KEYNOTES:**
- 1 NEW REEF HANGER CAN BEAT EXISTING CANOPY BUT SHALL NOT EXCEED THE VALUE OF EXISTING EXTERIOR AIR SUPPLY AND RETURN DUCT USING SUPPLY REEF DUCT FOR REVISIONS.
  - 2 NEW REEF HANGER CANOPY AND EXTERIOR PROJECT SHALL BE 10% FROM EXISTING AND 10% TO NEW EXTERIOR DUCT'S BALANCE BY FOR EXISTING VOLUME 5000.
  - 3 NEW REEF HANGER CANOPYING MUST EXCEED PERFORMANCE DUCT WITH 10% FOR EX. DUCT.
  - 4 NEW WALL, EXTERIOR 1/4" DIA. RFT.

- GENERAL NOTES:**
- 1 FOR VERIFY EXISTING CONDITIONS INCLUDING EXACT LOCATION AND DIMENSIONS OF EXISTING AND NEW WORK.
  - 2 ALL WORKMANSHIP SHALL BE TO THE EQUIPMENT AND NEW TERMINATION DEVICES FOR SCHEDULE, AIRFLOW, ETC.
  - 3 EXISTING REEFER PENETRATIONS IN CEILING IDENTIFIED, AS NOT FOR NEW REEFER PENETRATIONS. ALL PENETRATIONS RELATED REEF-1.
  - 4 SLOPE ALL CONDENSATE LINES AT MINIMUM 1/8" PER FOOT IN THE DIRECTION OF FLOW.

HVAC FLOOR P\_LAN-NEW WORK  
SCALE 1/4" = 1'-0"



HVAC FLOOR P\_LAN-NEW WORK  
SCALE 3/16" = 1'-0"




**JACK WESTERVELT ARCHITECT**  
 400 S. GARDNER ST. SUITE 200  
 TAMPA, FLORIDA 33606  
 TEL: 813.251.1234  
 FAX: 813.251.1235

Renovation for:  
**RIO VERDE PLAZA**  
 497 South Main Street  
 Camp Verde, Arizona



Drawn: 3-10-10  
 Scale: AS SHOWN  
 Drawn: JWA  
 Job:  
 Sheet:  
 M-1

### HVAC LEGEND (DRY)

NOTE: ONLY THESE SYMBOLS SHOWN ON THE DRAWINGS APPLY

TABLE	SYMBOL	DESCRIPTION
		EQUIPMENT
		RECTANGULAR DUCT
		ROUND DUCT
		45 DEGREE TEE USE AT BRANCH DUCTS ONLY
		DUCT SPLIT WITH DAMPER USE AT TEES AND YEE'S PROPORTION DUCT AREAS BY CFM'S
		CURVED ELBOW-WHICH RADIUS IS 1/4 WITH
		90° ELBOW WITH SINGLE RADIUS TURNING VANES
		FLEXIBLE DUCT CONNECTION
		FIRE DAMPER
		FIRE/SMOKE DAMPER
		OPERATING DAMPER (USE OTHER METHOD NOTED OTHERWISE)
		3/4" x 6" TEE DUCT TAKE OFF WITH DAMPER AND BEEP
		SUPPLY AIR
		EQUAL AIR
		RETURN AIR
		RELIEF AIR
		OUTSIDE AIR
		UNAVAILABLE
		DIFFUSER OR AIR OUT
		EQUIPMENT MARKING (SEE DETAIL)
		DETAIL MARKING (SEE DETAIL)
		KEY NOTE

### ROOF TOP GAS PACK SCHEDULE

NOM. TONS	MARK	CFM		ESP IN. WC	ENT DB/WB	COOLING (MBH)		GAS HEATING MBH		ELEC. (COOLING)		OPER. WT.(LBS)	MANUFACTURER MODEL OR EQUAL		
		TOTAL	O/A			TOTAL	SENS	AMB.(F)	STAGES	IN	OUT			VOLTS	PHASE
5-TON	RTU-1	3000	SEE NOTE 1	0.5	AC/87 F	56.2	44.8	100	2	117/201	30.0	3	201/240	1083 #/C/MB	CARRIER 48P3 06
4-TON	RTU-2,3	3000	SEE NOTE 1	0.5	BC/87 F	56.3	54.5	100	2	75/201	30.0	3	201/240	1083 #/C/MB	CARRIER 48P3 05

NOTE: 1. PROVIDE 6" MIN. CLEARANCE FROM ALL SURFACES. SEE MECHANICAL PLANS FOR UNIT SIZES.  
 2. PROVIDE 6" MIN. CLEARANCE FROM ALL SURFACES.  
 3. PROVIDE PROTECTIVE (ZINC) COATING TO ALL METAL SURFACES.  
 4. PROVIDE REINFORCEMENT (REINFORCEMENT) AS REQUIRED BY LOCAL CODE.  
 5. PROVIDE 1/2" MIN. CLEARANCE FROM ALL SURFACES.  
 6. SEE OTHER MECHANICAL DRAWINGS.

### EXHAUST FAN SCHEDULE

MARK	CFM	ESP IN. WC	TYPE	DRIVE	RPM	ELECTRICAL				MANU./MODEL (OR EQUAL)	OPER. WT.(LBS)	REMARKS
						VOLTS	PHASE	AMPS	HP			
EF-1	320	50	CENTRIFUGAL	DIRECT	1175	110		85 WATT	1/2	10" X 14" ACID RESISTANT	40	SEE BELOW
EF-2	120	37.5	CENTRIFUGAL	DIRECT	1150	110		85 WATT	1/2	10" X 14" ACID RESISTANT	15	SEE BELOW

NOTE: EF-1,2 CONTROL EXHAUST FAN ON/OFF WITH LIGHTS PROVIDED WITH 15 MIN. DELAY RELAY PROVIDED WITH SPEED CONTROLLER MOUNTED IN HOUSING FOR FAN BALANCING

### DIFFUSERS AND GRILLES SCHEDULE

MARK	TYPE	MANUFACTURER / MODEL OR EQUAL	DAMPER (OBS)	COLOR	MATERIAL	REMARKS
CG-1	CEILING SUPPLY	17 1/2" TMS (24X24 FRAME)	YES	BY ARCHITECT	STEEL	S.E. BELOW
CG-2	CEILING SUPPLY	17 1/2" TMS (24X24 FRAME)	YES	BY ARCHITECT	STEEL	S.E. BELOW
CG-3	CEILING SUPPLY	17 1/2" X 20" TMS (24" LENGTH) 8" BULB	YES	BY ARCHITECT	STEEL	S.E. BELOW
CG-4	CEILING RETURN	17 1/2" X 20" 45 DEGREE BARS (24X24 FRAME) 8" X 8" MESH	NO	BY ARCHITECT	STEEL	S.E. BELOW
CG-5	CEILING RETURN	17 1/2" X 20" 45 DEGREE BARS (24X24 FRAME) 8" X 8" MESH	NO	BY ARCHITECT	STEEL	S.E. BELOW
CG-6	CEILING EXHAUST	17 1/2" X 20" 45 DEGREE BARS (24X24 FRAME)	YES	BY ARCHITECT	STEEL	S.E. BELOW

NOTE: 1. COORDINATE LOCATIONS WITH ARCHITECTURAL AND ELECTRICAL PLANS.  
 2. PROVIDE SATIN FINISH FOR CEILING TYPE CORONA'S BY ARCHITECTURAL PLANS.  
 3. PROVIDE 4" MIN. DOWN UNLESS INDICATED OTHERWISE ON PLANS (1" W - 1" MIN., 2" W - 2" MIN., 3" W - 3" MIN.).  
 4. PAINT INTERIOR OF GRILLES AND DIFFUSERS/DUCT VISIBLE FROM BELOW FLAT BLACK.  
 5. CG-1 TO INCLUDE AIRBARS 1" TYPICAL BOX.

JOEL WENTWORTH ARCHITECT  
 400 W. UNIVERSITY AVENUE, SUITE 200  
 TULSA, OKLAHOMA 74106  
 TEL: 918.442.1111  
 FAX: 918.442.1112

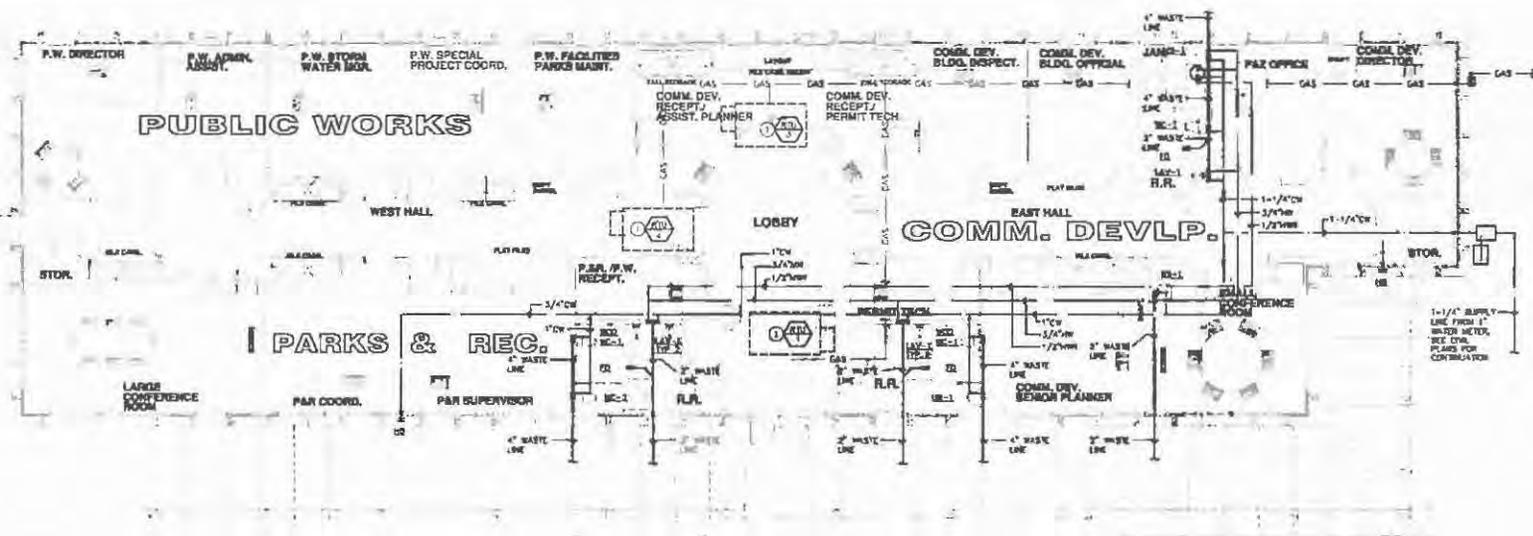
Renovation to:  
**RIO VERDE PLAZA**  
 4877 South Main Street  
 Camp Verde, Arizona

Date: 3-10-10  
 Scale: SCALE  
 Drawn: DEAN  
 Jan  
 Check:

M-2







HVAC FLOOR PLAN-NEW WORK  
SCALE: 3/16" = 1'-0"  
NORTH

### ELECTRIC WATER HEATER SCHEDULE

MARK	MANUFACTURER MODEL OR EQUAL	STORAGE GALLONS	NO. OF ELEMENTS	KW EACH ELEMENT	SIMUL-TANEOUS	VOLTAGE /PHASE	RECOVERY GPH@60°F T.R.
WH-1	A.O. SMITH/DCL-6	8	1	1.8	NO	208/1	8
WH-2	A.O. SMITH/2K-30	30	2	4.5	NO	208/1	30

NOTES:  
1. SEE PLAN FOR LOCATION AND DIMENSIONS OF TOP VIEW

### PLUMBING SYMBOL LIST

SYMBOL	DESCRIPTION (SEE ALL SYMBOLS APPLY)	SYMBOL	DESCRIPTION
---	RAW WATER LINE (RW)	---	DRINKING WATER (DW)
---	WASTE LINE (W)	---	SEWER LINE (S)
---	VENT PIPE (V)	---	VENT PIPE (V)
---	CONDENSATE LINE (CD)	---	CONDENSATE LINE (CD)
---	REFRIGERANT LINE (REF)	---	REFRIGERANT LINE (REF)
---	...	---	...

### WATER CALCULATIONS

**GROUND FLOOR**

TYPE	# OF FIX	FLU/GACH	FLU/TOTAL
LAVS	8	2.0	16.0
WC	4	3.0	12.0
UR	1	3.0	3.0
BC	1	2.0	2.0
SB	1	3.0	3.0
DRINKING FOUNTAIN	1	0.25	0.25
HP	3	3.0	9.0
<b>TOTAL:</b>			<b>43.25 FLU @ 20 GPM</b>

100 G.P.M. WATER METER FLOOR UP TO 30 GPM

**PRESSURE CALC.**  
 DESIGN MAIN PRESSURE 80 PSI. FIELD VERIFY PRESSURE (PRESSURE REGULATING VALVE, 80 PSI AND ABOVE, MOSTY EXCEEDED IF LOWER)  
 ELEVATION 10' (43)  
 (WATER FT.) = 2.0 PSI  
 SUPPLY LINE TO BUILDING = 10.0 PSI  
 BACKFLOW PREVENTER = 8.0 PSI  
 SHOCKER = 2.0 PSI  
 TOTAL = 22.0 PSI  
 = BLDG. PIPING CALC.  
 80 PSI - 22.0 PSI = 58.0 PSI AVAILABLE FOR PIPING LOSS  
 PIPING LOSS (BASED ON 100' TO LAST FIXTURE) = 15.0'  
 EQUIVALENT LENGTH FOR FITTINGS = 30'  
 TOTAL DEVELOPED LENGTH = 130'

**PIPE SIZES CHART**

FL. S.	PIPE SIZES CHART SIZES
1/4"	1/2"
3/8"	1"
1/2"	1 1/2"
3/4"	2"
1"	2 1/2"
1 1/4"	3"
1 1/2"	4"

### PLUMBING FIXTURE SCHEDULE

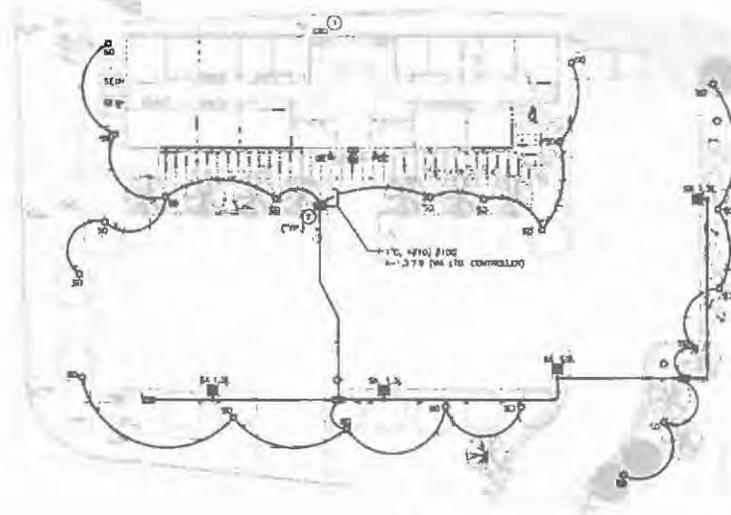
MARK	FIXTURE	MANUFACTURER/ MODEL	ROUGH-IN SIZES				REMARKS
			CN	HW	SAR	VENT	
WC-1	WATER CLOSET (HANDICAPPED)	AMERICAN STANDARD CASSET FLOORING PRESSURE ASSIST	1/2"	---	4"	2"	ADA VITREOUS CHINA WITH 14.5" HIGH ELONGATED BOWL, CLOSURE SET, 8.5 SOLID PLASTIC OPEN FRONT SEAT, TROP HANDLE AND LOCKING BENCH W/COVER 11 G.P.F.
WC-2	WATER CLOSET	AMERICAN STANDARD CASSET FLOORING PRESSURE ASSIST	1/2"	---	4"	2"	VITREOUS CHINA WITH ELONGATED BOWL, CLOSURE SET, 8.5 SOLID PLASTIC OPEN FRONT SEAT, TROP HANDLE AND LOCKING BENCH W/COVER 11 G.P.F.
UR-1	URINAL (HANDICAPPED)	AMERICAN STANDARD BRANDBOOK 14.5/18A HIGH EFF	3/4"	---	3"	1-1/2"	ADA VITREOUS CHINA WITH ELONGATED RIM, ELECTRONIC FLUSH VALVE, DC POWER WASH OUT FLUSH HIGH EFFICIENCY 11 G.P.F.
LAV-1	LAVATORY (HANDICAPPED)	AMERICAN STANDARD DAY DR	1/2"	1/2"	2"	1-1/2"	SELF-DRAINING VITREOUS CHINA WITH MOON H2O SINK FAUCET WITH CRD SWANER AND STAY MECHANICAL, WASH VALVE, C.P. ANGLE STOP VALVE, 8.5 G.P.M. FIVE FAUCET
DR	FLOOR DRAIN	A.R. BIRTH 2003-A	---	---	2"	1-1/2"	CAST IRON BODY WITH FINISHING COLLAR, METAL BRONZE ADJUSTABLE SWANER HEAD AND TEAR PRIMER CONNECTION (SEAL PRIMER - PRECISION PLUMBING PRODUCTS TRIMME, ETC.)
SB-1	SHOP SINK	DAY	1/2"	1/2"	2"	1-1/2"	CORNER FLK WITH BRASS SINK WITH FAUCET W/ADJUSTABLE SWANER, HOT AND COLD WATER BREAKERS, HOSE AND BRACKET, AND BACKFLASH RESISTANT STROKE CODE PROTECTOR
HR-1	HALL HYDRANT	J.E. BIRTH 5000T	3/4"	---	---	---	HIGH-PRESSURE WITH INTERNAL WOODRAM BREAKER
BL-1	SINK	DAYTON H-1197	1/2"	1/2"	2"	1-1/2"	12" x 17" SELF-DRAINING, STABILIZED BRASS SINK WITH RUBER MODEL, 8.5 G.P.M. SWANER FAUCET OF ANGLE STOP VALVE, FLEXIBLE SUPPLY LINES AND P-SINK (1.0 G.P.M.)
FL-1	FLOOR SINK	A.R. BIRTH 340	---	---	2"	1-1/2"	CAST IRON FLANGED RECEIVING WITH ADD RESISTANT COATED INTERIOR AND 8" AND 8" SECURED GRATE, 8" SQUARE TOP

PLUMBING OWNER AND ARCHITECT WITH FIXTURE CUT SHEETS FOR VERIFICATION PRIOR TO DISBURSE. VERIFY ALL PLUMBING IN 1/2" IN 1/4" IN 1/8" IN 1/16" IN 1/32" IN 1/64" IN 1/128" IN 1/256" IN 1/512" IN 1/1024" IN 1/2048" IN 1/4096" IN 1/8192" IN 1/16384" IN 1/32768" IN 1/65536" IN 1/131072" IN 1/262144" IN 1/524288" IN 1/1048576" IN 1/2097152" IN 1/4194304" IN 1/8388608" IN 1/16777216" IN 1/33554432" IN 1/67108864" IN 1/134217728" IN 1/268435456" IN 1/536870912" IN 1/1073741824" IN 1/2147483648" IN 1/4294967296" IN 1/8589934592" IN 1/17179869184" IN 1/34359738368" IN 1/68719476736" IN 1/137438953472" IN 1/274877906944" IN 1/549755813888" IN 1/1099511627776" IN 1/2199023255552" IN 1/4398046511104" IN 1/8796093022208" IN 1/17592186044416" IN 1/35184372088832" IN 1/70368744177664" IN 1/140737488355328" IN 1/281474976710656" IN 1/562949953421312" IN 1/1125899906842624" IN 1/2251799813685248" IN 1/4503599627370496" IN 1/9007199254740992" IN 1/18014398509481984" IN 1/36028797018963968" IN 1/72057594037927936" IN 1/144115188075855872" IN 1/288230376151711744" IN 1/576460752303423488" IN 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① **ELECTRICAL SITE PLAN**  
1" = 20'-0"

**GENERAL NOTES**

- A. REFER TO ELECTRICAL LEGEND AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- B. UTILITY SERVICE (POWER) - COORDINATE ALL SERVICE REQUIREMENTS WITH UTILITY PROVIDER AND INSTALL ALL NECESSARY PRIMARY / SECONDARY CONDUIT TRANSFORMER PANEL ETC. AS REQUIRED BY THE UTILITY PER UTILITY SPECIFICATIONS.
- C. UTILITY SERVICE (TELEPHONE) - COORDINATE ALL SERVICE REQUIREMENTS WITH UTILITY PROVIDER AND INSTALL ALL NECESSARY CONDUIT, JUNCTION BOXES AND ALL ETC. AS REQUIRED FOR UTILITY SPECIFICATIONS.
- D. EXTERIOR RECEPTACLES SHALL BE IN-USE WEATHERPROOF COVER, NEAR OR SINGLE GANG VERTICAL CABINET WITH CLEAR COVER. CAPABLE PERMANENT OR REMOVABLE.
- E. ON 20A-120V CIRCUITS, WIRING AND CONDUIT SIZE SHALL BE INCREASED IF ROUTING OF LINES CAUSES BEND LENGTHS TO BE GREATER THAN THE FOLLOWING (CIRCUIT WIRE SIZE SHALL BE INCREASED) ACCORDINGLY:
  - 1/2" (1/2" MIN. 1/2" MAX. 1/2")
  - 3/4" (3/4" MIN. 3/4" MAX. 3/4")
  - 1" (1" MIN. 1" MAX. 1")
  - 1 1/2" (1 1/2" MIN. 1 1/2" MAX. 1 1/2")
- F. PROVIDE DETECTABLE LATERAL/DEPT. LOCATION DEVICE (DIN) #18 COPPER WIRE (OR ATTACHED AS PER INSTRUCTIONS) IN ALL NON-METALLIC UNDERGROUND CONDUITS PER A.S.C. 40-360.229.

**KEYED NOTES** ☉

- 1. REMOVE THE EXISTING SERVICE METAL, NEW RISER AND ASSOCIATED DISTRIBUTION EQUIPMENT AS NOTATED.
- 2. PATCHET IN CONCRETE HAND-HOLE WITH CONCRETE BEDDING AND CONCRETE SAMPAC ELECTRICAL.

CALL THE STAKE-IT  
STAKE-IT  
**602-253-1100**  
**1-800-STAKE-IT**  
(SERVICES AVAILABLE NATIONWIDE)

**GENERAL POWER**  
2540 E. THUNDER RD.  
DULLES VA  
FARMERS, AZ 85079  
TEL (480) 704-2732  
FAX (480) 651-8828


JOHN WESTERVELT ARCHITECT  
ARCHITECTS  
1000 N. CENTRAL AVENUE  
SUITE 100  
PHOENIX, AZ 85004



Prepared by:  
**RIO VERDE PLAZA**  
207 South Main Street  
Casa Verde, Arizona

Date: 8-20-07  
Drawn: JMB  
Checked: JMB  
In Charge: JMB  
E.T.O.  
ELECTRICAL  
SITE PLAN










**DESCRIPTION:**  
 This fixture is a...  
 It is designed for...  
 The fixture is...  
 It is available in...  
 The fixture is...  
 It is available in...  
 The fixture is...  
 It is available in...

**FINISHES:**  
 The fixture is available in...  
 The fixture is available in...  
 The fixture is available in...  
 The fixture is available in...

**INSTALLATION:**  
 The fixture is...  
 The fixture is...  
 The fixture is...  
 The fixture is...

**GENERAL LIGHTING**

**DESCRIPTION:**  
 This fixture is a...  
 It is designed for...  
 The fixture is...  
 It is available in...  
 The fixture is...  
 It is available in...  
 The fixture is...  
 It is available in...

**FINISHES:**  
 The fixture is available in...  
 The fixture is available in...  
 The fixture is available in...  
 The fixture is available in...

**INSTALLATION:**  
 The fixture is...  
 The fixture is...  
 The fixture is...  
 The fixture is...

**EMM  
 EPC WOODEN  
 M1 D124**

**DESCRIPTION:**  
 This fixture is a...  
 It is designed for...  
 The fixture is...  
 It is available in...  
 The fixture is...  
 It is available in...  
 The fixture is...  
 It is available in...

**FINISHES:**  
 The fixture is available in...  
 The fixture is available in...  
 The fixture is available in...  
 The fixture is available in...

**INSTALLATION:**  
 The fixture is...  
 The fixture is...  
 The fixture is...  
 The fixture is...



**GENERAL LIGHTING**

	FIXTURE NO.	FIXTURE SA, SS & ETC.

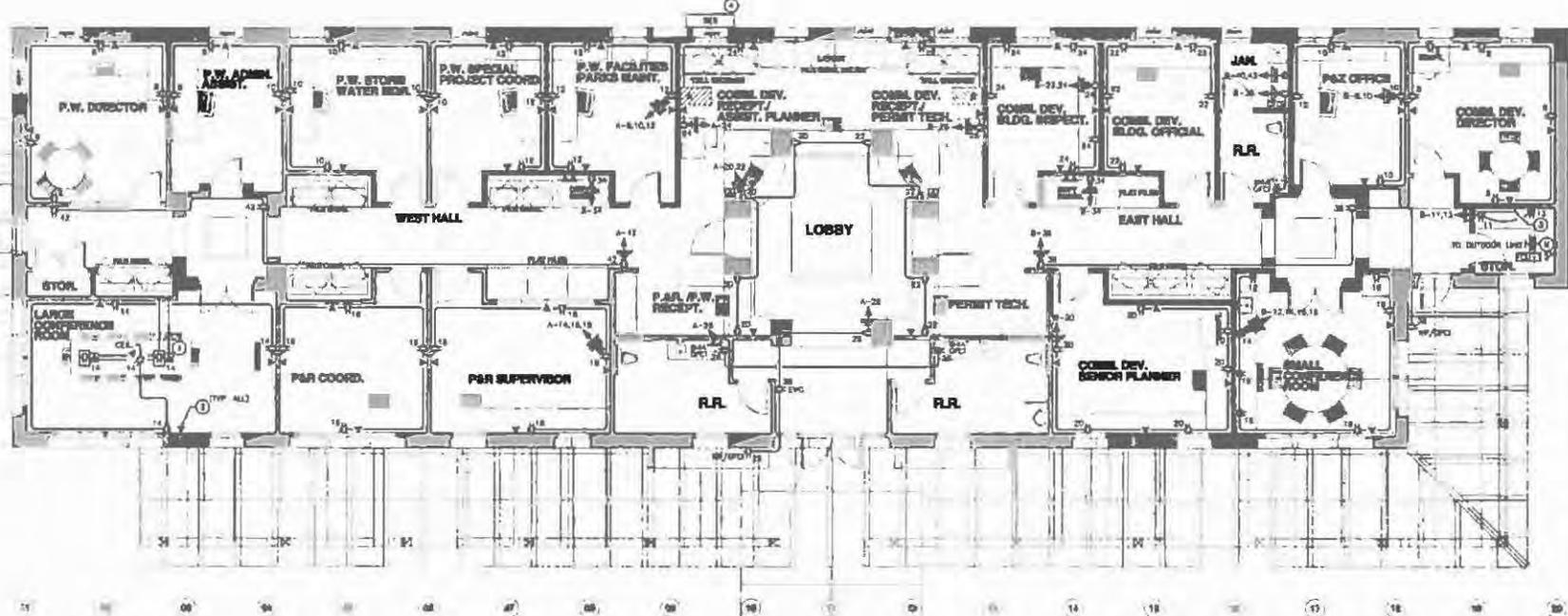
① **SITE FIXTURE CUTSHEETS**  
 NO SCALE

**GENERAL LIGHTING**  
 3840 E. THUNDER RD.  
 Suite E  
 Phoenix, AZ 85018  
 Tel. (602) 794-2723  
 Fax (602) 987-0325

**JOEL WESTERVELT ARCHITECT**  
 1000 N. CENTRAL AVENUE  
 SUITE 1000  
 PHOENIX, AZ 85004

**REVISIONS FOR:**  
**RIO VERDE PLAZA**  
 1000 N. CENTRAL AVENUE  
 PHOENIX, AZ 85004

**DATE:** 8-10-07  
**SCALE:** AS SHOWN  
**PROJECT NO.:** 07-001  
**DATE:** 08/10/07  
**BY:** JWA  
**NO.:** E1.2  
**TYPE:** LIGHTING  
**CUT SHEETS**



**GENERAL NOTES**

- A. REFER TO ELECTRICAL LEGEND AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, CODE REQUIREMENTS, EQUIPMENT AND MATERIAL SPECIFICATIONS AND INSTALLATION REQUIREMENTS, SUBSTITUTIONS, DEVICE MOUNTING HEIGHTS, EQUIPMENT IDENTIFICATION, ETC.
- B. COORDINATE ALL CONSTRUCTION WITH OTHER TRADES INCLUDING LOCATION OF MECHANICAL EQUIPMENT AND ROUTING OF PIPING, DUCTWORK, DUCTWORK, ETC.
- C. SUPPORT ALL RACEWAYS PER NEC. INSTALL CONDUIT WITH AND PERMITS IN RIGID MEDIUM WITHOUT FILL POINTS, SCHEDULE 40 RIGID, OR FLEXIBLE RIGID AS NECESSARY. WHEN SIZES ARE NOT SPECIFIED, SIX BOMBS SIZES ON CONDUIT SIZES / FULL PER NEC.
- D. MAINTAIN WORKING CLEARANCE ABOUT ELECTRICAL EQUIPMENT PER NEC ART. 110, (30" MINIMUM), (DEPTH PER NEC, (6" MINIMUM).
- E. CONDUIT AND WIRE IS SHOWN DIMENSIONALLY. ACTUAL ROUTING AND REQUIRED NUMBER OF SUPPORTS SHALL BE DETERMINED BY THE CONTRACTOR.
- F. WHERE TELEPHONE, DATA, OR SECURITY DEVICES ARE SHOWN, INSTALL OUTLET BOX AND CONDUIT (3/4" UNLESS NOTED OTHERWISE) ABOVE THE CEILING.
- G. EQUIPMENT LOCATIONS AND DIMENSIONS - VERIFY ALL EQUIPMENT LOCATIONS AND DIMENSIONS IN THE FIELD PRIOR TO INSTALLING ACCESSORIES AND WIRING.
- H. HVAC EQUIPMENT

DISCONNECTING MEANS PROVIDED AND INSTALL HEAVY DUTY FUSED DISCONNECT (WITH 30 OUTLETS) AND SINGLE POINT POWER CONNECTION TO EQUIPMENT (UNLESS NOTED OTHERWISE). IF SEPARATE ARE REQUIRED FOR MECHANICAL EQUIPMENT ADDITIONAL REQUIREMENTS WILL BE INDICATED ON ONE-LINE, PLAN DRAWINGS, AND MECHANICAL PLANS.

CONDUITS, INSTALL 3/4" CONDUIT (UNLESS NOTED OTHERWISE) FROM HVAC CONTROL'S (T-TRAP OR OTHER) TO UNIT. CONDUIT WIRING WILL BE INSTALLED BY OTHERS. COORDINATE WITH MECHANICAL CONTRACTOR.

\* THIS INCLUDES OTHER EQUIPMENT OR DEVICES WHICH ARE INSTALLED WITH THE MECHANICAL LINE AND INDICATED ON THE MECHANICAL PLANS. COORDINATE BACKWIRE REQUIREMENTS WITH MECHANICAL PLANS AND THE MECHANICAL CONTRACTOR.

SMOKE DETECTION: WHEN BY DUCT MOUNTED SMOKE DETECTORS ARE INSTALLED, PROVIDE SHUTDOWN WIRING FROM DETECTOR (PROVIDED BY MECHANICAL CONTRACTOR) TO HVAC UNIT AND WIRE/ALARM SIGNALS IN ACCORDANCE WITH NEC SECTION 904. WHEN A FIRE ALARM SYSTEM IS PRESENT, THE DETECTOR SHALL ALSO BE CONNECTED TO THE FIRE ALARM CONTROL PANEL. PROVIDE 120V BRANCH CIRCUIT FOR DETECTOR POWER (20' @ 120) WHEN REQUIRED. A DEDICATED BRANCH CIRCUIT WITH LOCAL ON/OFF SWITCH SHALL BE AVAILABLE IN PANEL. SCHEDULE FOR THIS PURPOSE IF NECESSARY.

VERIFY THE LOCATION OF FIRE RATED WALLS WITH ARCHITECTURAL DRAWINGS TO DETERMINE APPLICABLE CONDUIT PENETRATION DETAILS.

**POWER PLAN**  
3/16" = 1' 0"

**KEYED NOTES**

- 1. TWO DANG (TAB 840-3-1) OR THREE DANG (TAB 840-3-1) FLOOR BOX FOR POWER AND DATA COORDINATE WITH (DWG/S) SPECIFIED WITH FLOOR TYPE AND FINISH WITH ARCHITECT (SCHEDULED) PERIODIC OR MATCH FLOOR FINISH IF ARCHITECT HAS NO PREFERENCE. SCHEDULE AND MATCH 1" FOR POWER, 1/2" WITH FOR DATA.
- 2. IN ADDITION TO HANGING ABOVE CEILING PER SECTION 904, F. PROVIDE AND INSTALL CAT 6 WIRING FROM TRUNK SERVICE TO STORAGE ROOM FOR TERMINATION BY OTHERS IS REPRESENTATIVE.
- 3. 3/4" THICK FINE-TREATED PLYWOOD FOR TELEPHONE MOUNTING BOARD WITH (1) REDUCED FOUR-PIN EJECTOR AND (4) COPPER BOND TO BUILDING GROUND ELECTRICAL SYSTEM.
- 4. PROVIDE LISTED SERVICE AS COORDINATED WITH UTILITY PROVIDER AND INSTALL BES AND ASSOCIATED UTILITY CONDUIT, ETC. AS NEEDED BY UTILITY. SEE ONE-LINE DRAWING.

**GENERAL POWER**  
ENGINEERING

2540 E. THUNDER RD.  
DULLES VA  
PHOENIX, AZ 85016  
TEL: (480) 794-2700  
FAX: (480) 861-6823

DATE: 8-28-03  
DRAWN: JH 10/2003  
CHECKED: JH  
DESIGNED: JH  
PROJECT: E2.0  
POWER PLAN

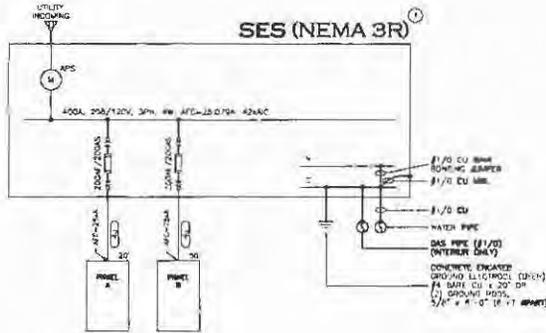
JOEL WESTERVELT ARCHITECT  
1001 W. WASHINGTON AVE.  
PHOENIX, AZ 85007

REVISION FOR: RIO VERDE PLAZA  
407 South Main Street  
Camp Verde, Arizona

DATE: 8-28-03  
DRAWN: JH 10/2003  
CHECKED: JH  
DESIGNED: JH  
PROJECT: E2.0  
POWER PLAN







① ONE LINE DIAGRAM  
NO SCALE

PANEL SCHEDULE

- EXISTING CIRCUIT BREAKER TO REMAIN
  - UTILIZE EXISTING CIRCUIT BREAKER FOR NEW LOAD
  - PROVIDE AND INSTALL CIRCUIT BREAKER
  - REPLACE EXISTING CIRCUIT BREAKER
  - INSTALL LOCK-ON DEVICE
  - INSTALL LOCK-OFF DEVICE
- NOTE: CIRCUIT BREAKERS ARE NEW UNLESS NOTED OTHERWISE.

GENERAL NOTES

- ALL WORK SHALL COMPLY WITH NEC AND LOCAL CODES.
- ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED. ALL EQUIPMENT AND MATERIALS SHALL BE AS LISTED.
- REFER TO PLANS FOR SEE AND PANEL LOCATIONS.
- MAINTAIN WORKING CLEARANCE ABOUT ELECTRICAL EQUIPMENT PER NEC ART. 110. (30" MIN), DEPEN PER NEC (36" MIN).
- VERIFY MECHANICAL EQUIPMENT IMMEDIATELY BEFORE WORK TO INSTALLATION. INSTALL FUSED DISCONNECTS AS EACH AND EVERY INSTALLATION. VERIFY SWITCH OF DISCONNECT AT EACH AND EVERY INSTALLATION. DISCONNECTS MEANS INSTALL THERMAL OVERLOAD PROTECTORS (MOTOR STARTERS) FOR ANY MOTORS NOT PROVIDED WITH INTERNAL THERMAL PROTECTORS.
- OVERLOADERS - PROVIDE AND INSTALL OVERLOAD PROTECTORS AND DISCONNECTS AS INDICATED AND ADDITIONAL AS REQUIRED PER NEC AND ALL WIRING SHALL BE SECURED ON ALL NEW CONSTRUCTION CIRCUITS ALL TRANSFORMERS TO THE GROUND ELECTRICAL SYSTEM.
- UTILITY SERVICE - WHEN A UTILITY CONNECTION IS SHOWN ON THE ONE-LINE DIAGRAM (SEE GENERAL NOTES) COORDINATE ALL SERVICE REQUIREMENTS WITH UTILITY PROVIDER AND INSTALL ALL NECESSARY PRIMARY / SECONDARY CONDUIT TRANSFORMER PANEL, ETC. AS REQUIRED BY THE UTILITY FOR UTILITY SPECIFICATIONS.
- SEE - WHEN INDICATED ON ONE-LINE, PROVIDE AND INSTALL SEE. BACKUPS IS INDICATED, VERIFY ALL DIMENSIONS, MAINTAIN WORKING CLEARANCE PER NEC AND UTILITY REQUIREMENTS. PROVIDE A HOUSE KEEPING PLAN FOR BACKUPS INDICATED SEE.
- CABLE LENGTHS WHEN INDICATED ON ONE-LINE ARE APPROXIMATE AND ARE FOR REFERENCE ONLY FOR CALCULATIONS AND ARE NOT TO BE USED FOR MATERIAL TAKEOFFS.

LOAD SCHEDULE

BUS NO.	VOLTAGE	AMP	LOAD (KW)		TOTAL	COS φ	KVA	CODE	REMARKS
			LOAD	ADDED					
Panel A	480	200	0	0	0	1.0	0		
Panel B	480	100	0	0	0	1.0	0		

② LOAD CALCULATIONS  
NO SCALE

PANEL SCHEDULE A

MANUFACTURE	LOCATION	VOLTAGE	PANEL	NO.	AMP	WIRE	TYPE	REMARKS
UTILITY SERVICE	Panel A	480V	Panel A	1	200	3/4"	THHN	
MAIN BREAKER	Panel A	480V	Panel A	1	200	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	2	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	3	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	4	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	5	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	6	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	7	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	8	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	9	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	10	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	11	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	12	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	13	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	14	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	15	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	16	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	17	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	18	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	19	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	20	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	21	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	22	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	23	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	24	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	25	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	26	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	27	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	28	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	29	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	30	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	31	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	32	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	33	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	34	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	35	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	36	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	37	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	38	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	39	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	40	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	41	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	42	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	43	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	44	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	45	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	46	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	47	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	48	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	49	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	50	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	51	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	52	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	53	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	54	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	55	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	56	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	57	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	58	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	59	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	60	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	61	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	62	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	63	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	64	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	65	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	66	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	67	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	68	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	69	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	70	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	71	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	72	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	73	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	74	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	75	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	76	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	77	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	78	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	79	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	80	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	81	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	82	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	83	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	84	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	85	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	86	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	87	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	88	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	89	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	90	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	91	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	92	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	93	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	94	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	95	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	96	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	97	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	98	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	99	100	3/4"	THHN	
BRANCH BREAKER	Panel A	480V	Panel A	100	100	3/4"	THHN	

③ PANEL SCHEDULES  
NO SCALE

PANEL SCHEDULE B

MANUFACTURE	LOCATION	VOLTAGE	PANEL	NO.	AMP	WIRE	TYPE	REMARKS
UTILITY SERVICE	Panel B	480V	Panel B	1	100	3/4"	THHN	
MAIN BREAKER	Panel B	480V	Panel B	1	100	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	2	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	3	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	4	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	5	50	3/4"	THHN	
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BRANCH BREAKER	Panel B	480V	Panel B	7	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	8	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	9	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	10	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	11	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	12	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	13	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	14	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	15	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	16	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	17	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	18	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	19	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	20	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	21	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	22	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	23	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	24	50	3/4"	THHN	
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BRANCH BREAKER	Panel B	480V	Panel B	27	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	28	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	29	50	3/4"	THHN	
BRANCH BREAKER	Panel B	480V	Panel B	30	50	3/4"	THHN	
BRANCH BREAKER	Panel B							





Issue 13 - April 5, 2013

## Legislative Overview

Today marks the 82nd day of the First Regular Session of the 51st Legislature. There were no committee hearings to consider bills and relatively light floor work. The focus of the Legislature remains the budget and the governor's Medicaid proposal. Legislative leadership for the majority is rumored to be engaging their caucus members in small groups to update them on the budget negotiations, which at this point have seemingly not produced a public budget proposal.

## Changes to Transaction Privilege Taxes (TPT)

Although there has been no legislative activity this week on **HB 2111 (investments; public monies)**, discussions have continued and positive progress is being made. League and municipal staff, including auditors and others have been working to find points of agreement. If and when language is drafted that represents an agreement between municipalities and proponents of the measure, the League will distribute the finalized language.

## Other Bills of Note

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

### Bill Number - Short Title - Subject(s)

**HB 2443: cities; counties; regulatory review - regulation**

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## HB 2111

**HB 2111: s/e: transaction privilege tax changes**  
(Click for full language and additional information)

**Sponsor:** Rep. Lesko

**Overview:** The strike-everything amendment to HB 2111 makes numerous changes to Arizona law regarding transaction privilege tax (TPT), including eliminating self-collecting cities, local audits and construction sales taxes at the state and local level.

**League Position: OPPOSE** - The League opposes HB 2111 the strike-everything amendment. Moving to the Department of Revenue (DOR) for administration and auditing would greatly hamper the fiscal management abilities of self-collecting cities. Moving construction activity to a materials-only retail transaction will have significant negative impacts on municipal budgets.

**Summary:** This bill reflects some of the recommendations of the Governor's TPT Simplification Task Force. In addition to providing language for the collection of TPT for the sale of products being shipped out of the state, it includes three issues that cities and towns oppose in their current form;

1. Moving all cities and towns into the DOR collection program.
2. Requiring that all audits be conducted by the DOR.
3. Removing the construction contracting classification from both state statute and from the Model City Tax Code.

### UPDATES

**03/22/13:** The strike everything amendment was adopted in the Senate Finance Committee. The amendment was further amended to modify the auditing provisions as well as the language regarding the construction contracting tax.

**03/26/13:** The Senate Appropriations Committee adopted a strike-everything amendment that mirrors the amendments adopted in the Senate Finance Committee. The bill passed on a 6-3 vote and now proceeds to the Senate Rules Committee.



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### Legislative Bill Monitoring

The directory below contains tracking information for all legislation that appears in the *Legislative Bulletin*, which [can be found here](#). This is not an exhaustive list of legislation being monitored by the League's Legislative Division. Please contact the League if you have any questions or concerns regarding legislation not available on this page

#### House

- [HB 2005: political subdivision entities; public access](#)
- [HB 2028: local government; union dues; deductions](#)
- [HB 2111: gov. transaction privilege tax changes](#)
- [HB 2119: municipal annexation; size; exception](#)
- [HB 2198: municipalities; right-of-way transfer](#)
- [HB 2165: alarm businesses; alarm agents](#)
- [HB 2259: vocational rehabilitation; prosthetic appliances; orthodontics](#)
- [HB 2262: scrap metal dealers; registration](#)
- [HB 2280: employee benefits; state preemption](#)
- [HB 2282: photo radar citations; service times](#)
- [HB 2324: municipal tax code; leases](#)
- [HB 2331: bonding; taxation; expenditures; district limitations](#)
- [HB 2347: tax levy; bond costs](#)
- [HB 2443: cities; counties; regulatory review](#)
- [HB 2456: revenue allocation districts](#)
- [HB 2528: street lighting improvement districts](#)
- [HB 2527: elections; revisions](#)
- [HB 2533: local governments; public notices; website](#)
- [HB 2538: campaign finance; committees; revisions](#)
- [HB 2544: city parcel tax; prohibition](#)
- [HB 2554: firearm regulation; state preemption](#)
- [HB 2562: public retirement systems; ineligible employees](#)
- [HB 2570: photo radar; prohibition](#)
- [HB 2594: local transportation assistance fund; restoration](#)
- [HB 2606: EQRIP; closure; defined contribution](#)
- [HB 2621: fund; state parks; roads; fee](#)
- [HB 2657: transaction privilege tax changes](#)

#### Senate

- [SB 1028: municipal TPT exemptions; leases; LLC](#)
- [SB 1103: charter schools; zoning procedures](#)
- [SB 1190: alarm contractor regulation](#)
- [SB 1210: municipalities; municipal policies; shared revenues](#)
- [SB 1231: public buildings; construction; indemnity](#)
- [SB 1278: homeowners' associations; public roadways](#)
- [SB 1321: residential energy efficiency; building codes](#)
- [SB 1365: planned communities; zoning; prohibitions](#)
- [SB 1403: United Nations Rio declaration; prohibition](#)
- [SB 1454: campaign finance; in-kind contributions; disclosures](#)
- [SB 1470: bond contracts; technical correction](#)

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Issue 12 - March 29, 2013

## Legislative Overview

Today marks the 75th day of the First Regular Session of the 51st Legislature. The only committees to meet this week were the House and Senate Appropriations Committees, both of which had a significant number of bills on their agenda. Tuesday, April 23 marks the 100th day of session; however, the likelihood of closing out session by that deadline will greatly depend on the ability of the Executive and the Legislative branches to craft a viable budget proposal.

## Changes to Transaction Privilege Taxes (TPT)

On Tuesday, the Senate Appropriations Committee considered **HB 2111 (investments; public monies)**. The bill was amended with a strike-everything amendment that mirrored the language of the amendments adopted in the Senate Finance Committee less than a week prior, rendering the hearing largely unnecessary. The changes contained in the amendment do not reflect a final compromise or deal on tax simplification. The League continues to be actively engaged in negotiations with the goal of crafting a viable solution for all parties. A day before the committee hearing, the Governor's Office presented a counter-proposal on auditing which is currently being reviewed by the League and municipal staff. It is our understanding that HB 2111 will not advance further until conclusions have been reached.

## Other Bills of Note

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

### Bill Number - Short Title - Subject(s)

**HB 2280: employee benefits; state preemption - regulation**

**HB 2347: tax levy; bond costs; public investments - finance**

**HB 2443: cities; counties; regulatory review - regulation**

**HB 2621: fund; state parks; roads; fee - finance**

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