



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, JANUARY 18, 2012  
6:30 P.M.**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
  - a) **Approval of the Minutes:**
    - 1) Regular Session – January 4, 2012
  - b) **Set Next Meeting, Date and Time:**
    - 1) January 25, 2012 at 5:30 p.m. – Joint Work Session with the Chamber of Commerce Board
    - 2) January 25, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**
    - 3) February 1, 2012 at 6:30 p.m. – Regular Session
    - 4) February 8, 2012 at 6:30 p.m. – Work Session Capital Improvements Plan
    - 5) February 15, 2012 at 5:30 p.m. – Special Session *to be held at Verde Lakes Clubhouse located at 2867 E. Verde Lakes Drive Camp Verde, AZ*
    - 6) February 15, 2012 at 6:30 p.m. – Regular Session
    - 7) February 22, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters
  - c) **Possible approval of Amendment #1 to Intergovernmental Agreement 09-1525I, approved by Resolution 2011-830 between the State of Arizona and the Town wherein the State will provide an additional \$12,550 for the purchase of Right-of-Way adjacent to Finnie Flat Road in front of the Bashas' property for the Finnie Flat Road Sidewalk Project.** Staff Resource: Ron Long
  - d) **Possible approval of a Facilities Use Agreement between the Town and the Governing Board of Yavapai Community College District for the use of Rooms 206-207, restrooms, and related parking lot for their Spring Semester dance class for the period beginning January 15, 2012 and ending January 15, 2013.** Staff Resource: Ron Long
5. **Special Announcements & Presentations**
  - **Possible approval of a Proclamation declaring February 4, 2012 as American Legion Auxiliary Kris Nelson Day.**
  - **Welcome to the new businesses:**
    - ❖ **Optima Network Services, Inc. – Chino, California**
    - ❖ **MD Construction, Inc. – Phoenix**
    - ❖ **Specialty Paving & Grading, LLC – Prescott**
    - ❖ **Republic ITS, Inc. – Novato, California**
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. **Public Hearing followed by discussion, consideration, and possible recommendation to approve a liquor license application for Keith's Sports Café located at 522 W. Finnie Flat Rd., Ste. G-2. Staff Resource: Debbie Barber**
9. **Public Hearing followed by discussion, consideration, and possible recommendation to approve a liquor license application for the extension of premises/patio permit for White Hills Winery, LLC, dba The Horn, located at 348 S. Main St. Debbie Barber**
10. **Presentation and possible discussion of the quarterly reports from the following:**
  - ❖ **Planning & Zoning Commission**
  - ❖ **Board of Adjustments**
  - ❖ **Ft. Verde State Park**
  - ❖ **Camp Verde Chamber of Commerce**
11. **Possible award of bid to Yavapai Fence, Inc. in the amount of \$42,729 and authorization to execute contract documents with Yavapai Fence, Inc. for the Public Works Yard Fencing Project Bid #11-094. This is a budgeted item in the CIP. Staff Resource: Ron Long**
12. **Call to the Public for items not on the agenda.**
13. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
14. **Adjournment**

Posted by:

*V. Jones*

Date/Time:

*1-12-2012*

*9:30 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.

4a.1

**DRAFT**  
**MINUTES**  
**REGULAR SESSION**  
**MAYOR AND COUNCIL**  
**COUNCIL CHAMBERS**  
**WEDNESDAY, JANUARY 4, 2012**  
**6:30 P.M.**

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

1. **Call to Order**  
The meeting was called to order at 6:30 p.m.
2. **Roll Call**  
Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, George, Buchanan, Baker and German were present.  
  
**Also Present:** Town Manager Russ Martin, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.
3. **Pledge of Allegiance**  
The Pledge was led by German.
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
  - a) **Approval of the Minutes:**
    - 1) Work Session – December 14, 2011
    - 2) Regular Session – December 7, 2011
    - 3) Special Session – December 7, 2011
    - 4) Executive Session – December 7, 2011
  - b) **Set Next Meeting, Date and Time:**
    - 1) January 11, 2012 at 5:30 p.m. – Work Session - CIP
    - 2) January 18, 2012 at 4:30 p.m. – Special Session – Manager's Annual Performance Evaluation
    - 3) January 18, 2012 at 6:30 p.m. – Regular Session
    - 4) January 25, 2012 at 5:30 p.m. – Joint Work Session with the Chamber of Commerce Board
    - 5) January 25, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**
  - c) **Possible approval of Resolution 2012-851, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting meeting dates and times for Council and Commissions.** Staff Resource: Debbie Barber
  - d) **Possible approval of the Annual Policy Statement that authorizes the Mayor, on behalf of the Council, to support or oppose State legislation that affects ground water, State-shared revenues, and/or land use authority when such legislation is introduced or acted upon and that needs an immediate response from the Town. The Mayor and Council generally support protection of groundwater, State-shared revenues and municipal authority of land use issues.** Staff Resource: Debbie Barber

On a motion by Kovacovich, seconded by Baker, the Consent Agenda was approved as presented, with the exception that Kovacovich and Whatley abstained from voting on Item 4.a)1) since they had not been present at that Work Session, and with Item 4.c) pulled for further consideration.

Whatley requested that Item 4.c) be pulled.

**4.c) Possible approval of Resolution 2012-851, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting meeting dates and times for Council and Commissions.**

On a motion by Whatley, seconded by Baker, the Consent Agenda, Item 4.c) was unanimously approved, with the change of date.

Whatley noted that the heading on the Meeting Schedule listed in Resolution 2012-851 indicating "2009" should correctly reflect "2012."

5. **Special Announcements & Presentations**

- **Welcome to the new businesses:**
  - ❖ **The Roofing Company – Mesa**
  - ❖ **Hoffman Buildings & Barns – Prescott Valley**
  - ❖ **Broken Arrow Communications Inc. – Mesa**
  - ❖ **Home Style Builders – Sedona**
  - ❖ **The Mystical Realm Inc. – 545 Main St., Camp Verde**
- **Presentation of Certificates of Appreciation to the following recipients relative to their donations or help with the Town's 25<sup>th</sup> Anniversary Celebration:**
  - ❖ **Merchants and organizations that donated funds for the cupcakes and hot chocolate:** American Legion Post 93 – Commander Tom Dimrock, Style Up! – Lisa Johnson, Camp Verde Realty – Bill Carter, The Flower Shop – Karen James, Crusty's Pizza – Karl Palen, Tire Pro Automotive – Don and Cherie Hanks
  - ❖ **Volunteers and employees who helped with the festivities:** Shane Allen, Carol Brown, Robert Chavez, Harry Cipriano, Jacque Daughety, Jerry Daughety, Curtis Daughety-Gates, Mike Dumas, Teresa Goodwin, Lynda Moore, Darrell Payne, Veronica Pineda, Nixon Pineda, Deborah Ranney, Bob Ranney, Cindy Tinall and Ron Tinall

Mayor Burnside extended a warm welcome to the new businesses in Town. That was followed by the personal presentation of a Certificate of Appreciation to each of the merchants and organizations as indicated, as well as each of the volunteers and employees who had helped with the 25<sup>th</sup> Anniversary Celebration, with all the Council members participating in the presentations. Those individuals who had not been able to attend the meeting were also personally recognized.

6. **Council Informational Reports.**

**Buchanan** said that because of the holidays he had nothing to report.

**George** commented that he also had nothing to report over the holidays.

**Baker** said that she enjoyed the holidays and family, and appreciated the time off.

**Whately** reported on her participation in the Library sale, and enjoyment of the Christmas Lights Parade and the 25<sup>th</sup> Anniversary Celebration; she also attended the event at the Archaeological Center welcoming the new Director.

**German** said she hoped everyone had a wonderful Christmas, and wished all a Happy New Year.

**Kovacovich** said he had not been to a single meeting this year.

**Burnside** added that he had also not been to any meetings, but hoped that everyone enjoyed the holidays; even though the economy appears to be improving, everyone should still keep on working as usual and helping out each other.

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

(Comments from the following individuals are summarized.)

**Justin Wertz** said he has basically completed his commitment on behalf of his project, including contacts with the principals involved; approximately one year remains, and he will be glad to get it over with.

There was no further public input.

8. **Recognition of the Resolution adopted by the State Parks Board wherein they express appreciation to the Mayor and Council of Camp Verde for their commitment to Fort Verde Historic Park.** Staff Resource: Russ Martin  
There was no action taken.

Town Manager Martin said this is simply an opportunity to recognize the Mayor and the Council members and the commitments that were made, including the efforts of the Mayor to enlist the participation of other entities in the

undertaking. Burnside reminded everyone of his comment to the State Parks Board two years ago that closing the Fort was not an option, and said that the citizens, the Council and the General Fund have made the commitment to the Fort possible.

9. **Discussion, consideration, and possible direction to the staff to place a centennial plaque(s) and/or monument commemorating Camp Verde as the "Center of Arizona" at Rezzonico Park or another location (in Town) as designated by Council.** Staff Resource: Russ Martin

On a motion by Baker, seconded by Buchanan, the Council by a 5-2 vote directed staff to move forward with the preparation and location of our Center of Arizona sign at Rezzonico Park; with **Whatley and Burnside opposed**.

Town Manager Martin explained that the Arizona Land Surveyors group reported that they had everything in order, and one of the final details was a location for the potential monument demonstrating that Camp Verde is the Center of Arizona. They suggested that Rezzonico Park would be preferable, as outlined in the background information. Staff is now looking for direction to send a letter of support in order to make sure that it becomes a Centennial project and have the State recognize that designation for Camp Verde, and to confirm the location.

#### **PUBLIC INPUT**

(Comments from the following individuals are summarized in the Minutes.)

**Steve Ayers** reviewed how the Center of Arizona project originated from an argument with his mother as to whether Payson or Camp Verde was the Center of Arizona; that led to his research and subsequent articles on geographic centers. Ayers outlined his contacts with Brian Fisher, a professional land surveyor who eventually determined that Camp Verde was the rightful Center of Arizona. Mr. Fisher, after touring locations in Town, suggested that Rezzonico Park would be the better spot for the monument that Central Arizona Project would be helping to finance, together with SRP, with both entities in favor of focusing on the Verde River. Ayers assured the Council that people would come to see it, and it would be a good way to highlight the river. Mr. Fisher intends to invite the Governor and other dignitaries for the event, probably on April 1, 2012, and there will be Statewide coverage. Ayers added that the monument, as designed, will be portable.

**Howard Parrish** said he had always been told that the Center of Arizona was Squaw Peak, and that a monument was up there. Parrish said he believes the monument should be by the Ramada; that will bring people right into Town, and the Ramada would protect people from hot or rainy weather.

**Carly Androus** said that her group would like to see the monument at Rezzonico Park; that would be the perfect place for it, and it would bring people through Town. Camp Verde will finally hit the map in 2012.

**Irene Peoble** commented on the weeds at the river, saying that if we want to showcase the river, it should be all cleaned up so that it would be easily visible to people visiting the Park.

There was no further public input.

The discussion commenced with each member expressing an opinion as to where the monument should be located. Baker believes that Rezzonico Park would be a prime location that would attract the type of visitors who are looking for the history of our area; Buchanan said he would echo Baker's sentiments about the river and how great it would be for people coming to Town, and is in favor of placing the monument at Rezzonico Park. George said he would like to see it in front of the new Library; in the meantime it could be at Rezzonico Park, and then moved later. Whatley expressed concern about vandalism and flooding at the Park; she would prefer a location in Town that would help the businesses. Kovacovich said he would like to see it down at Rezzonico Park, on the high ground. German said she especially appreciated George's comment about the new Library, adding that Rezzonico Park is pretty much in Town. Burnside said that his recommendation was to locate the Monument next to the Ramada, and described it as a perfect spot that would enhance the Fort and help the businesses, would be a showcase for the center of the Town at this time, and would bring people in. Burnside added that when the fences are up at Rezzonico Park, with accesses to the River, that can be promoted somewhat better and the Monument could be moved down there. Buchanan suggested that an attractive sign

could be installed at the Park that would reference the points of interest and businesses, and would direct people back into Town.

Martin commented that one member of the Rezzonico family appeared to be relatively indifferent to the location being at the Park, and that it would be fine one way or the other. Martin added that staff could market it wherever it is placed. Baker said she felt this is an excellent opportunity to be able to really move forward in a positive and professional way, and thanked everybody who has worked on the project, especially Steve and his newspaper. Burnside questioned the possible need to request from Council more than the \$1,000 now available for the cost of the Monument; Martin said that he may not need to bring it back.

10. **Discussion, consideration and possible direction to the staff to place for bid as well as listing options relative to the Town-owned properties generally located on the west side of Cliffs Parkway and west side of McCracken Lane and the home at 2095 W. Horseshoe Bend.** Staff Resource: Russ Martin

On a motion by Burnside, seconded by Baker, the Council unanimously directed staff to place ads for bids on McCracken Lane, Cliffs Parkway property and obtain appraisals when and if necessary; if there are no acceptable bids to place an ad for solicitation of an RFQ for a listing service.

Martin said that the intent of staff is to go forward with getting direction on the best approach to the process of getting properties listed. It will be necessary to engage a professional in order to get a property listed on the Multiple Listing Service, and Martin said he did not recognize that until further research. He reviewed some different options, the first of which, cheaper and easy, would be to put it out to bid. Including a minimum bid would require some level of information, trust and decisions on the part of some individuals, and for professional ethical reasons he feels he cannot set a specific minimum bid price for at least one of the properties. As for the Cliffs Parkway property, there have been suggestions regarding its value for many years, and it is important to get the highest value to be able to effectively build the library. There is also the complication of the State Statute requirement and the \$500,000 limit to the ability of the Town to sell the property without a public vote. From his research with other communities, Martin outlined the process of putting out a Request for Qualifications in order to make a selection of a professional in a fair and equitable manner. His recommendation is to go ahead and put the properties out for bid, consider the bids, determine if they are of value, and the person or entity making the bid would get their own professional advice. If desired, Martin could get an additional opinion on the bid put forward, or accept the bid as is, on either and/or both properties. If no acceptable bid is received, then staff could engage a professional to market the property to bring as much value to the Town as possible. Each professional for each property would be selected from among those realtors who are qualified, and Martin suggested a period of two years to sell each property. In the next two years, the Town would request requalifications, or reestablish the order of selection, in order to continually make it fair for "local" realtors to sell property on behalf of the Town. Throughout the process, Martin said it is especially important that the Town follow a very ethical procedure that will make it clear and objective to the community, to avoid the problem of public misunderstanding or misconceptions as have occurred in the past.

Whatley referred to the triangular piece of property on McCracken Lane, suggesting it could be used to store construction equipment in connection with the planned park; Martin said that the Town would need to respect the residential nature of the area. Martin also noted that the Oasis property is not ready to be included at this time because there are many questions that professionals or bidders might ask that he is yet unable to answer. There was further discussion with Martin on the options he had suggested regarding putting the properties up for bid, either open or setting a minimum amount, advertising for RFQs, and at what point in the process appraisals would be required. Martin said that he believes it is worth advertising for bids as the first step; however, if that is not effective he would want Council direction to be able to move to the second step as well, in sequential order. Burnside discussed with Martin his understanding of State Statute 37-803 regulating disposition of real property by State agencies, in particular Section 2, including the issue of going out to bid, and the requirement to obtain appraisals. Martin explained that an RFQ would verify that a professional meets minimum qualifications. Buchanan suggested that Martin might want to get clarification from the Town Attorney regarding the requirement for appraisals. Burnside requested clarification for the record that the bidding process is required to be public. The issue of the need for and the cost of obtaining appraisals was further discussed; it was agreed to direct staff to obtain appraisals, as necessary.

There was no public input.

11. **Discussion and possible clarification regarding the intended effective date of the 'Established Promoter Status.'** Staff Resource: Deborah Barber  
There was no action taken.

Town Clerk Barber explained that this item was brought back for the Council to review the final changes requested, as well as to clarify the intent of the Council that the effective date of the "Established Promoter Status" would be retroactive; it would apply to those vendors who have already had the required experience. The members were polled as to their intent, and there was unanimous agreement that the effective date would be retroactive. There was some concern expressed about waiving the deposit for keys; Martin pointed out that the agreement that the vendor enters into is the key component that ties to the vendor the cost of any particular expense for the Town. Burnside cautioned the members to keep in mind that whenever a motion is made, and it is made retroactive, that has set a precedent. Martin said that the discussion about past experience was understood by staff as an already established definition and therefore interpreted as retroactive.

12. **Call to the Public for items not on the agenda.**  
(Comments from the following individuals are summarized.)  
**Tony Gioia** wished everyone a happy, healthy and prosperous New Year.

**Irene Peoble** said that as the only grocery store to drive to off of the freeway, Basha's gets a lot of visitors who want information about Camp Verde, and are always directed to the Chamber of Commerce. She said that there is an opportunity to place some pamphlets in the store that will inform the visitors and direct them to places of interest.

There was no further public input.

13. **Manager/Staff Report**  
Martin said that at the Manager's Review on the 18<sup>th</sup> the Council will have the opportunity to tell him what is wrong with him; the packet provides material to allow him the opportunity to offer a thoughtful "rebuttal," following that review. He has found this type of process to be helpful in working with staff.
14. **Adjournment**  
On a motion by Baker, seconded by German, the meeting was adjourned at 8:20 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 4<sup>th</sup> day of January 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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Debbie Barber, Town Clerk

4.C



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** January 18, 2012

*Consent Agenda*       *Decision Agenda*       *Executive Session Requested*

*Presentation Only*       *Action/Presentation*

**Requesting Department:** Public Works

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

**Agenda Title (be exact):** Discussion, consideration and possible approval of Amendment One to Intergovernmental Agreement #09-15251, approved by Resolution 2011-830, between the State of Arizona and The Town of Camp Verde. Wherein the State of Arizona will provide an additional \$12,550 for the purchase of Right of Way adjacent to Finnie Flat Road in order for the Finnie Flat Road Sidewalk Project.

**List Attached Documents:** Amendment No. One to JPA 09 1521 (4 pages)      JPA 09 1521 (8 pages)  
Resolution 2011-830 (1 page)

**Estimated Presentation Time:** N/A –Consent Agenda

**Estimated Discussion Time:** N/A Consent Agenda

**Reviews Completed by:**

**Department Head:**      Ron Long       **Town Attorney Comments:** Edits are reflected in final document

**Finance Department** Current Budget is approved and includes \$45,000 for the Right of Way

**Fiscal Impact:**

**Budget Code:**     30-000-20-850300          **Amount Remaining:**     \$136,000    

**Comments:** Of the \$135,000 approved for this project; \$45,000 is for the purchase of Right of Way on Finnie Flat Rd, \$91,000 is required for potential over-runs.

**Background Information:** The Finnie Flat Sidewalk TE project was awarded to the Town in 2005. \$45,000 is approved in the CIP budget for the purchase of the required ROW in front of Bashas'. The appraised value for the land is \$70,800; Bashas' has provided a verbal offer to sell the land for \$57,550, leaving a shortfall of \$12,550. ADOT was able to provide additional 01R funding for the purchase of the required ROW. This additional funding will allow The Town to purchase the required ROW in order to complete the sidewalk project from the west entrance of the Out Post Mall (in front of Bashas') to the "Y" intersection connecting to Main Street as originally planned.

**Recommended Action (Motion):** Move to approve Amendment One to Intergovernmental Agreement #09-1525I, approved by Resolution 2011-830, between the State of Arizona and The Town of Camp Verde. Wherein the State of Arizona will provide an additional \$12,550 for the purchase of Right of Way adjacent to Finnie Flat Road for the Finnie Flat Road Sidewalk Project.

**Instructions to the Clerk:** Obtain original signatures on both Amended IGA's return both to ADOT along with a copy of the Council Minutes approving the Amended IGA.

Return Address:

Korina Lopez  
Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue MD 637E  
Phoenix, AZ 85007

ADOT File No.: IGA/JPA 09-152I  
AG Contract No.: P001 2010 004308  
**Amendment No. One**  
Project No.: TEA CMV-0 (201) A  
Project: Sidewalks & Landscaping  
Section: Finnie Flat Road, Main Street  
to Outpost Mall  
**TRACS No.: SL633 02D / 01C / 01R**  
**TIP/STIP No: FY 11-14 STIP,**  
**Amendment #34**  
**Budget Source Item No.: Local TEA**

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF CAMP VERDE**

**THIS AGREEMENT**, entered into this date \_\_\_\_\_, 2012, Amendment No. One amending JPA No. 09-152I, A.G. Contract No.: P001 2010 004308, and executed February 3, 2011, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

**THEREFORE, in consideration of the mutual Agreements expressed herein, due to the difference between additional right of way costs and the Town's available funding, the Parties agree to amend the original Agreement as follows:**

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**Article I, Paragraph 8 is amended as follows:**

8. Town will design the Project. Upon acceptable completion of design of this project and the State's completion of design of the sidewalk project along SR 260 that will be advertised with it (TRACS# H7171 01C), the State will advertise, bid and award the construction contract for the Project and carry out construction administration on behalf of the Town. **The Town will also need to acquire new right of way from Bashas' Corporation prior to construction of the Project. The Town has requested federal funding to assist in the purchase of the new right of way, in the amount of \$12,550.00. The estimated design and construction costs remain as written in the original Agreement, the right of way costs are estimated as follows:**

**ADOT Project No. SL633 01R (Right of Way acquisition):**

Federal Aid Funds @ 94.3%	\$ 12,550.00
Town Funds @ 5.7%	\$ 760.00
Town Funds @ 100%	<u>\$ 44,240.00</u>

**Total Estimated Right of Way Acquisition Costs \$ 57,550.00**

**II. SCOPE OF WORK**

**Article II, Paragraph h. and i. are added as follows:**

1. The State will:

h. Submit all documentation required to the FHWA pertaining to the above-mentioned right of way Project with the recommendation that funding be approved for new right of way acquisition. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the right of way acquisition documents prepared for the right of way Project. Request the programmed Federal funds for the acquisition of new right of way Project. Should costs exceed the maximum Federal funds available, it is understood and agreed that the Town will be responsible for any overage.

i. Within thirty (30) days of receipt of approved invoices, reimburse the Town for eligible costs incurred for the acquisition of right of way with federal funds, not to exceed the federal capped amount of **\$12,550.00**. Any costs incurred prior to the date of authorization for federal funding for the acquisition of new right of way by FHWA will not be eligible for reimbursement.

**Article II, Paragraph j. is amended and Paragraph n. is added as follows:**

2. The Town will:

j. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction. **Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.**

n. Upon approval and authorization of federal funds, within thirty (30) days of payment for eligible costs incurred for the acquisition of right of way, invoice the State for federal funds, not to exceed the capped amount of **\$12,550.00**. Any costs incurred prior to the date of authorization for federal funding for the acquisition of new right of way by FHWA will not be eligible for reimbursement.

**III. MISCELLANEOUS PROVISIONS**

**This Amendment No. One to the original Agreement** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**ALL NOTICES OR DEMANDS** upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

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

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

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

**For Town Financial Matters:**

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

**PURSUANT TO ARIZONA REVISED STATUTES** § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

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

**TOWN OF CAMP VERDE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**BOB BURNSIDE**  
Mayor

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Deputy State Engineer, Development

ATTEST:

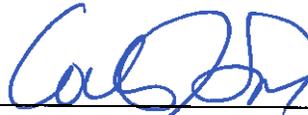
By \_\_\_\_\_  
**DEBORAH BARBER**  
Town Clerk

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

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

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

DATED this 6<sup>TH</sup> day of January, 2012.

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

ADOT File No.: IGA/JPA 09-152I  
AG Contract No.: P001 2010 004308  
Project No.: TEA CMV-0 (201) A  
Project: Sidewalks & Landscaping  
Section: Finnie Flat Road, Main Street  
to Outpost Mall  
TRACS No.: SL633 02D / 01C  
TIP/STIP No: Page 70 FY 10-13 STIP  
Budget Source Item No.: Local TEA

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF CAMP VERDE

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

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
  3. Congress has authorized appropriations for, but not limited, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
  4. Such Project lies within the boundary of the Town and have been selected by the Town; the survey for the Project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
-

5. The Town, in order to obtain Transportation Enhancement Federal funds for the design and construction of the Finnie Flat Road project, is willing to provide Town funds to match Transportation Enhancement Federal funds in the ratio required or as finally fixed and determined by the Town and FHWA, including actual construction engineering and administration costs (CE).

6. The interest of the State in the Projects is the acquisition of Transportation Enhancement Federal funds for the use and benefit of the Town and to authorize such Transportation Enhancement Federal funds for the Projects pursuant to Federal law and regulations. The State shall be the designated agent for the Town.

7. This agreement pertains to the following work on Finnie Flat Road: design and construction of approximately 2,660 linear feet of portland cement concrete sidewalks five (5) to six (6) feet in width along the north side of the road from the west end of the Outpost Mall then east to the northwest corner of Montezuma Castle Highway and Main Street. Other improvements include concrete curb-and-gutter, a retaining wall with handrail, ADA accessible curb ramps, chain-link fencing, improvements to an existing guardrail and storm drainage improvements, hereinafter referred to as the 'Project'.

8. The Town will design the Project. Upon acceptable completion of design of this project and the State's completion of design of the sidewalk project along SR 260 that will be advertised with it (TRACS# H7171 01C), the State will advertise, bid and award the construction contract for the Project and carry out construction administration on behalf of the Town. The estimated design and construction costs, are as follows:

<b>Amount of Federal Funds approved for Project SL633</b>	<b>\$ 500,000.00</b>
<b><u>TRACS No. SL633 02D (Design)</u></b>	
Total Estimated Design Costs	\$ 74,231.00
Federal Aid Funds @ 94.3%	\$ 70,000.00
Town Funds @ 5.7%	\$ 4,231.00
<b><u>TRACS No. SL633 01C (Construction)</u></b>	
Total Estimated Construction Costs	\$ 526,387.00
Balance of Federal Aid Funds Available for Construction	\$ 430,000.00
Town Funds @ 5.7%	\$ 25,992.00
Estimated Town Funds @ 100%	<u>\$ 70,395.00</u>
<b>*Total Estimated Town Funds for Design &amp; Construction</b>	<b>\$ 100,618.00</b>
<b>*Total Estimated Cost for Design &amp; Construction</b>	<b>\$ 600,618.00</b>
*(Includes 15% CE and 5% project contingencies)	

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project, and any excess Town funds returned to the Town at Project close-out. The Town acknowledges it remains

responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

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

## **II. SCOPE OF WORK**

### 1. The State will:

a. On behalf of the Town, perform work and approve documents required by Federal Highway Administration to qualify certain projects for and to receive Federal funds. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement. Provide comments to the Town as appropriate.

b. Submit all documentation required to the FHWA pertaining to the above-mentioned Project with the recommendation that funding be approved for design and construction. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the construction contract documents prepared for the Project.

c. Request the programmed Federal funds for the design and construction of this Project. Should costs exceed the maximum Federal funds available, it is understood and agreed that the Town will be responsible for any overage.

d. Upon execution of this agreement, receipt and approval of invoices submitted by the Town for reimbursement of costs incurred for design and with all necessary documentation, no more than monthly, reimburse the Town with Transportation Enhancement Federal funds, in an amount not to exceed **\$70,000.00**.

e. Upon completion of design and a final Engineer's Estimate acceptable to the State and prior to bid advertisement, invoice the Town for the Town's estimated matching and additional funds for ADOT to construct the Finnie Flat Road project and administer its construction, currently estimated at **\$96,387.00**. Once the Project costs have been finalized for the Finnie Flat Road project, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. The State will prepare a final reconciliation upon completion of the Project and return any excess Town funds if applicable.

f. Upon **acceptable completion of design of this project and the State's completion of design of the related sidewalk project along SR 260 that will be advertised with it (TRACS# H7171 01C)**, approval by FHWA, receipt of all of the Town's funds for construction, and with the aid and consent of the Town and the FHWA, proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the Town, to whom the award is made for and enter into a contract(s) with a firms(s) for the construction of the project.

g. Not be obligated to maintain any improvements cited in Recital 7 of this Agreement, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

### 2. The Town will:

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

b. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the State as appropriate.

c. Upon execution of this agreement and within thirty (30) days of costs being incurred by the Town for design, no more than monthly, submit payment requests to the State for reimbursement of approved costs covered by federal Transportation Enhancement funds not to exceed **\$70,000.00**.

d. Upon completion of design and a final Engineer's Estimate acceptable to State, and prior to bid advertisement within thirty (30) days of receipt of an invoice from the State remit to the State the amount equal to the difference between the total cost for ADOT to construct the project and administer its construction, as provided for in this Agreement and the amount of Federal Aid received, currently estimated at **\$96,387.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. Final adjustments to the Town's funds for construction of the project may be required based on the final contract award amount.

e. Grant the State, without charge, cost or additional documents and agreements, permission to enter Town right-of-way to construct the improvements.

f. Be entirely responsible for all costs incurred over and above the federal funding shown herein in performing and accomplishing the work as set forth in this agreement, subject to budget appropriation. Payment for these costs shall be paid within thirty (30) days of receipt of an invoice from the State.

g. Provide for cost and, as an annual item in the Town's budget, proper maintenance of the Project including all components, cited in Recital 7 of this Agreement, including, but not limited to, keeping sidewalks and ramps reasonably clean and clear of debris and maintaining and repairing landscape surfaces and related swales and embankments. Be responsible for any repairs necessary to keep the sidewalks and ramps compliant with the American with Disabilities Act Accessibility Guidelines.

h. Upon completion of the Project, agree to accept and assume full responsibility of said Projects, and request refund from the State of any amount remaining from the Town's funds deposited for the construction of the Project.

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

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

k. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

l. Be responsible for all costs attributable to any engineering change orders costing in excess of the available funds deposited for the project. The Town will also be responsible for contractor claims for additional compensation caused by project delays attributable solely to the Town.

m. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

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

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The Town, in regard to the Town's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined to securing federal aid on behalf of the Town and requirements contained in this Agreement; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the Town and that to the extent permitted by law, the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the Town, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and reasonable attorneys' fees.

3. This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

4. The cost of design, construction and construction engineering work related to the Finnie Flat Road project covered by this Agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received and to pay these cost within thirty (30) days of receipt of an invoice from the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Pursuant Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term

"scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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

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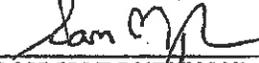
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF CAMP VERDE

By   
BOB BURNSIDE  
Mayor

STATE OF ARIZONA

Department of Transportation

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

ATTEST:

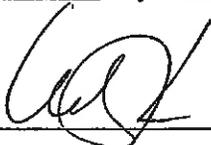
By   
DEBORAH BARBER  
Town Clerk

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

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

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

DATED this 8 day of January, 2011.

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



**RESOLUTION 2011-830**

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

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

*WHEREAS*, in 2005 The Town received a Round 13 Transportation Enhancement Grant through the Federal Highway Administration for the construction of approximately 2,660 linear feet of concrete sidewalks along the north side of Finnie Flat Road from the west end of the Outpost Mall to the northwest corner of Montezuma Castle Highway and Main Street (Project).

*WHEREAS*, upon acceptable completion of the Finnie Flat Sidewalk design by the Town, the State, acting as Agent for the Town, will advertise, bid and award the construction contract for the Project and carry out the construction administration in coordination with the State's project along SR 260.

*WHEREAS*, the Mayor and Common Council has reviewed the proposed Intergovernmental Agreement for the Project. **NOW THEREFORE**, the Mayor and Common Council of the Town of Camp Verde resolve, pursuant to ARS §11-951 through § 11-954 to execute Intergovernmental Agreement/Joint Project Agreement 09-1521 with Arizona Department of Transportation services. Passed and approved by a majority voted of the Common Council at the Regular Session of January 19, 2011.

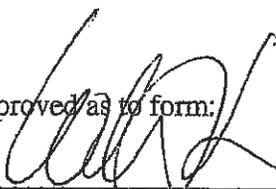
**PASSED AND ADOPTED:**

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

Attest:

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

Approved as to form:

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



TOM HORNE  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
CIVIL DIVISION / TRANSPORTATION SECTION

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

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012010004308 (IGA/JPA 09-152-I), an Agreement between public agencies, i.e., The State of Arizona and Town of Camp Verde, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

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

DATED: February 3, 2011

TOM HORNE  
Attorney General

  
\_\_\_\_\_  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:ln:#1599977  
Attachment





## **Town of Camp Verde Facilities Use AGREEMENT**

**Between  
The Town of Camp Verde  
and  
Yavapai Governing Board of Yavapai County College District  
DBA: Yavapai College**

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are the Governing Board of Yavapai County Community College District (herein referred to as "Yavapai College"), and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

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

**For the Town:**

Mayor Bob Burnside

Town of Camp Verde, 473 South Main Street

Camp Verde, AZ 86322

**For Yavapai College**

Phyllis Lewellen, Director of Purchasing

1100 E. Sheldon Street

Prescott, Arizona 86301

**Purpose of this AGREEMENT:** To facilitate certain uses of Town property, to support and promote Yavapai College, and opportunities that benefit the public, the College and the Town.

17. **This Agreement is made with reference to the following factors:**

- 1. Property and Use:** The Town agrees that "Yavapai College" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for Yavapai College campus classes to promote the College and benefit the public.

The authorized Town facilities that Yavapai College may utilize for their Spring Semester Dance Classes include: room 206 and 207, bathrooms, and related parking lots.

Yavapai College agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, Yavapai College agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that Yavapai College will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, Yavapai College agrees to leave any Town-assigned facility in as good order and condition as existed prior to Yavapai College's use thereof.

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

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

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

- 4. Term:** The term of the AGREEMENT shall be for a period of one (1) year and commence on January 15, 2012 and end on January 15, , 2013. A similar AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Town shall complete any future AGREEMENT based on the then prevailing facts and circumstances and transmit it to Yavapai College for review well in advance of the Council meeting in which a future AGREEMENT will be considered. Yavapai College shall help coordinate this process through the Town Manager of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.

5. **Facility User Fees:** In consideration of Yavapai College making educational opportunities available to Town residents and in consideration of Yavapai College's duty to maintain any Town-assigned facility as required by Section 1 of this AGREEMENT, the Town waives any payment of user fee(s) during the term of the AGREEMENT.
6. **Improvements:** Yavapai College shall not make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies brought to Town facilities by Yavapai College shall remain the property of Yavapai College.
7. **Insurance:**
  - a) Yavapai College will procure at its expense and maintain during the term hereof, a property insurance policy, a policy of General Liability Insurance against claims for the bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy and a Workers' Compensation Policy. Yavapai College shall provide insurance coverage no less than provided for Yavapai College buildings and operations. Insurance provided by Yavapai College shall be primary and insurance provided by the Town shall not contribute to liability covered by Yavapai College insurance coverage. Such insurance shall name the Town and its officials, officers and employees as additional insured's.
  - b) Yavapai College will provide a Certificate of Insurance (CIO) (with a corresponding endorsement relative to the Town being additionally insured) for a Commercial General Liability Insurance Policy with limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, AZ as an additional insured in connection with the use of Town facilities as provided herein.
  - c) Certificate of Insurance showing Workers' Compensation coverage.
  - d) The Yavapai College shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.
  - e) All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
  - f) Either party's coverage shall provide at least thirty (30) days' notice of cancellation of material change in coverage.
1. Yavapai College shall furnish any original Certificate(s) 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 Certificate(s) 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 and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met. Failure of Yavapai College to obtain certificates or other insurance evidence from the Contractor 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.

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

A. Town will procure, at its expense, and maintain during the term, hereof, a property insurance policy and a policy of general liability insurance against claims for the bodily injury, death, and property damage occurring in connection with the use of the Facility as part of its general policy. The Town shall provide insurance coverage no less than provided for Town buildings and operations.

**8. Indemnification:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Nothing in this AGREEMENT shall be construed to make either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of, or on behalf of, the other party. The relationship created by this AGREEMENT shall not be read so as to change the independent nature of either party.

**9. Damage to Facility:** If any damage occurs to the facilities by Yavapai College, Yavapai College's officers must compensate the Town in order to repair the facilities.

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

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

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

**13. Arbitration:** In the event of a dispute hereunder, either Party may exercise its right to cancel



## Town of Camp Verde PROCLAMATION

**Whereas;** the American Legion Auxiliary is the largest women’s patriotic service organization in the world with membership of more than 850,000 strong is fiercely dedicated to serving, helping, and meeting needs.

**Whereas;** their focus is what it’s always been: service members, veterans and their families in their communities

**Whereas;** their Mission is the spirit of service, not self to support The American Legion and to honor the sacrifice of those who serve by enhancing the lives of our veterans, military, and their families, both at home and abroad.

**Whereas;** for God and Country, they advocate for veterans, educate our citizens, mentor youth, and promote patriotism, good citizenship, peace and security.

**Whereas;** their vision is to support The American Legion while becoming the premier service organization and foundation of every community providing support for our veterans, our military, and their families by shaping a positive future in an atmosphere of fellowship, patriotism, peace and security.

**Whereas;** there are over fifteen thousand members in Arizona and Camp Verde is the home of many Auxiliary members;

**Whereas,** Kris Nelson, National President of the American Legion Auxiliary has graced our town as part of her official visit to Arizona;

**THEREFORE BE IT RESOLVED,** that the Mayor and Common Council of the Town of Camp Verde do hereby proclaim February 4, 2012, as **American Legion Auxiliary Kris Nelson Day.**

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

\_\_\_\_\_  
Date

ATTEST:

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

01/10/2012 6:59 AM  
LICENSES: 0002 THRU ZZZZZZZZZZ  
PAID STATUS: ALL  
LIC CODES: ALL

B U S I N E S S L I C E N S E L I S T  
SORTED BY: LICENSE NUMBER

ORIGINAT  
EFFECT  
EXPIRAT

ID	CODE	NAME	MAILING ADDRESS	PROPERTY ADDRESS
2250	CONT	OPTIMA NETWORK SERVICES INC	13850 CENTRAL AVE UNIT 300 CHINO, CA 91710	
2251	CONT	MD CONSTRUCTION, INC	1928 E HIGHLAND F104-617 PHOENIX, AZ 85016	
2252	CONT	COMMENTS: [REDACTED] SPECIALTY PAVING & GRADING LL	PO BOX 10460 PRESCOTT, AZ 86304	
2253	SERV	COMMENTS: [REDACTED] 6 REPUBLIC ITS, INC	371 BEL MARIN KEYS #200 NOVATO, CA 94949	
		COMMENTS: [REDACTED] 7		
TOTAL LICENSES:		4		



**Agenda Item Submission Form – Section I**

**Meeting Date: January 18, 2012**

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

**Requesting Department:** Clerk's Office

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

**Agenda Title (be exact):** Public Hearing, followed by discussion, consideration, and possible recommendation of approval of liquor license application for Keith's Sports Café located at 522 W Finnie Flat Road, Suite G2 in Camp Verde

**List Attached Documents:** Liquor License Applications

**Estimated Presentation Time:** 5 Minutes

**Estimated Discussion Time:** 5 Minutes

**Reviews Completed by:**

- Department Head:       Town Attorney Comments: N/A

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

**Finance Director Comments/Fund:**  
**Fiscal Impact:** None

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

**Comments:**

**Background Information:** Keith Bradford Diskin has submitted a liquor license application that the Town received and posted on December 23, 2011 for 20 days as required by law. Staff has not received any comments regarding the Liquor License Application

**Recommended Action (Motion):** Move to recommend approval of the liquor license application for -Keith's Sports Café located at 522 W Finnie Flat Road, Suite G2 in Camp Verde

**Instructions to the Clerk:** Section II not required

**APPLICATION FOR LIQUOR LICENSE**  
 TYPE OR PRINT WITH BLACK INK

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

**SECTION 1** This application is for a:

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

**SECTION 2** Type of ownership:

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

**SECTION 3** Type of license and fees LICENSE #(s): 4-205.02

1. Type of License(s): Restaurant License #12

2. Total fees attached:

Department Use Only  
 \$ 124.00

12133507

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.**  
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

**SECTION 4** Applicant

1. Owner/Agent's Name: <sup>(Mr)</sup> Ms. Diskin Keith Bradford  
 (Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: \_\_\_\_\_  
 (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Keith's Sports Cafe  
 (Exactly as it appears on the exterior of premises)
4. Principal Street Location 522 W Finnie Flat rd ste G2 Camp Verde Yavapai 86322  
 (Do not use PO Box Number) City County Zip
5. Business Phone: 928-567-7157 Daytime Contact: 602-819-9082
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: 522 W Finnie Flat rd ste G2 Camp Verde AZ 86322  
 City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \_\_\_\_\_ \$ \_\_\_\_\_ Type \_\_\_\_\_ \$ \_\_\_\_\_

**DEPARTMENT USE ONLY**

Fees: Application 100.00 Interim Permit \_\_\_\_\_ Agent Change \_\_\_\_\_ Club \_\_\_\_\_ Finger Prints \$ 24.00 124.00  
**TOTAL OF ALL FEES**

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

Accepted by: MS Date: 12/20/11 Lic. # 12133507

**SECTION 5 Interim Permit:**

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

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

X \_\_\_\_\_  
(Signature)

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_  
 Day Month Year

My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Diskin	Keith	Bradford	100	522 W Finnie Flat rd ste G2	Camp Verde, AZ 86322

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

'11 DEC 13 11:49:49 AM '11 DEC 20 11:49:49 AM

**SECTION 7 Corporation/Limited Liability Co.:**

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

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

11 NOV 21 10:41 AM EST

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

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

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

**SECTION 8 Club Applicants:**

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

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit?  YES  NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

1. Governmental Entity: \_\_\_\_\_
2. Person/designee: \_\_\_\_\_  
Last First Middle Contact Phone Number

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

**SECTION 11 Person to Person Transfer:**

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

1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
  2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
  3. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on license)
  4. Physical Street Location of Business: Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
  5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
  6. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
  7. Current Mailing Address: Street \_\_\_\_\_  
(Other than business) City, State, Zip \_\_\_\_\_
  8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer?  YES  NO
  9. Does the applicant intend to operate the business while this application is pending?  YES  NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
  10. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the  
(print full name) privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER  
(print full name) STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

\_\_\_\_\_  
(Signature of CURRENT LICENSEE)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_

11 DEC 20 11:41 AM '13

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

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

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

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

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

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

1. Distance to nearest school: \_\_\_\_\_ ft. Name of school Camp Verde High School  
Address 1326 N. Montezuma Castle Hwy., Camp Verde, AZ, 86322  
City, State, Zip

2. Distance to nearest church: \_\_\_\_\_ ft. Name of church Camp Verde Baptist Church  
Address 5th St & Hollamon, Camp Verde, AZ, 86322  
City, State, Zip

3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)

4. If the premises is leased give lessors: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip

4a. Monthly rental/lease rate \$ \_\_\_\_\_ What is the remaining length of the lease \_\_\_ yrs. \_\_\_ mos.

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

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

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? \_\_\_\_\_

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

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

NOV 29 10:41 AM '13

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

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

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

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

1. Distance to nearest school: 11,600 ft. Name of school Camp Verde High School  
Address Camp Verde, Az,86322  
City, State, Zip \_\_\_\_\_
2. Distance to nearest church: 2640 ft. Name of church Camp Verde Baptist Church  
Address Camp Verde, AZ, 86322  
City, State, Zip \_\_\_\_\_
3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
4. If the premises is leased give lessors: Name Greg Eggstaff  
Address 11259 E. Via Linda, #100 Scottsdale, AZ 85259  
City, State, Zip \_\_\_\_\_
- 4a. Monthly rental/lease rate \$ 2500.00 What is the remaining length of the lease 2 yrs. 11 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 0.00 or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0.00  
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
N/A						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant

11 DEC 13 10:41 AM '13

**SECTION 13 - continued**

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

YES  NO If yes, attach explanation #1014

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

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

License # \_\_\_\_\_ (exactly as it appears on license) Name \_\_\_\_\_

**SECTION 14 Restaurant or hotel/motel license applicants:**

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

\_\_\_\_\_ and license #: \_\_\_\_\_  
Last First Middle

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

KMO  
applicant's signature

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

KD  
applicants initials

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

1. Check ALL boxes that apply to your business:

- Entrances/Exits  Liquor storage areas  Patio:  Contiguous
- Service windows  Drive-in windows  Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign?  YES  NO  
If yes, what is your estimated opening date? \_\_\_\_\_  
month/day/year

- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

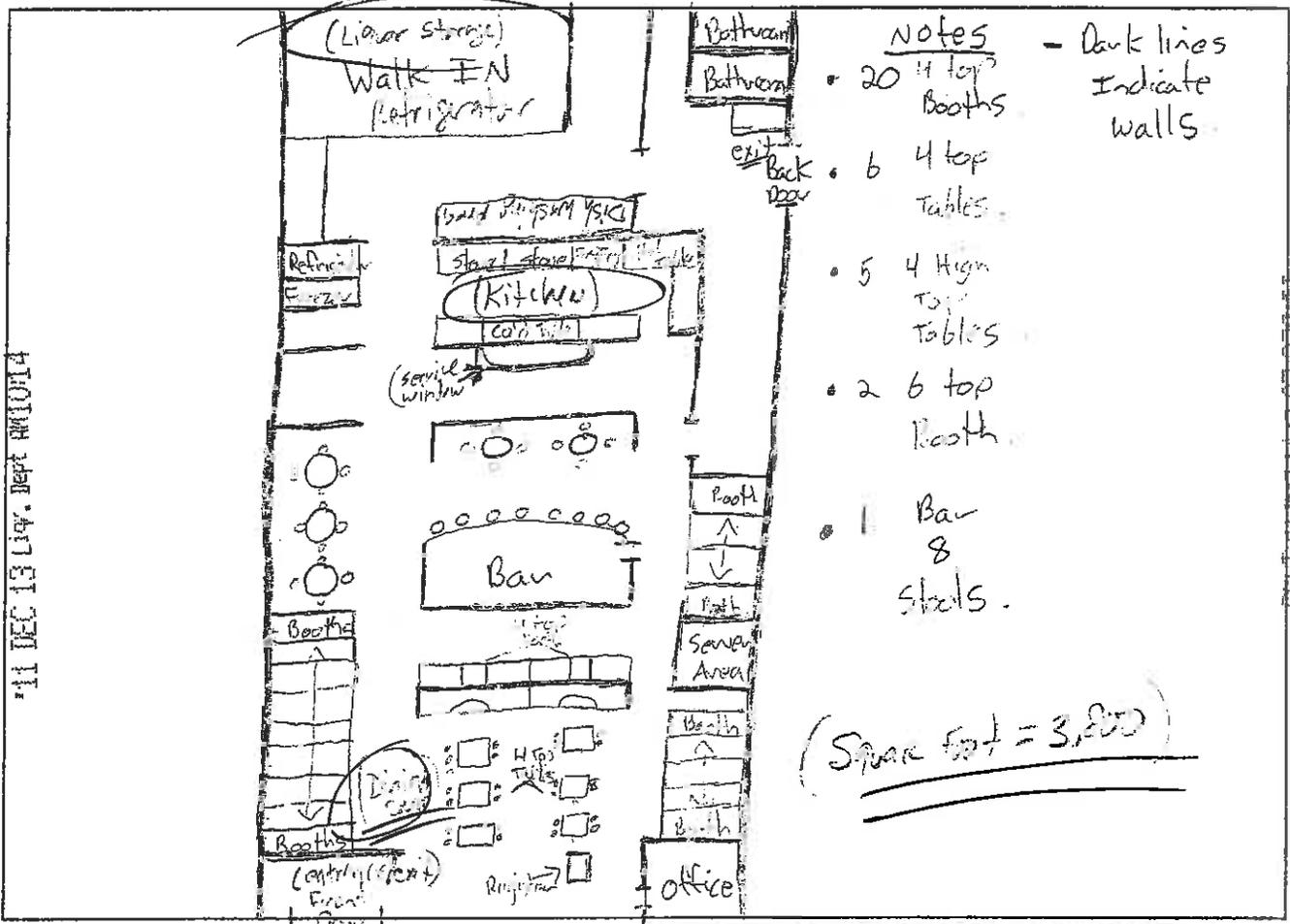
KD  
applicants initials

11 DEC 20 11:49 AM LIC 1014

**SECTION 15 Diagram of Premises**

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

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



**SECTION 16 Signature Block**

I, Keith Bradford Diskin, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

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

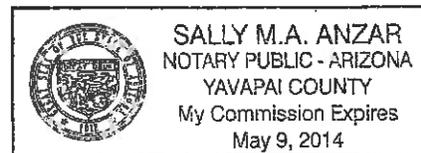
State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 18th of November, 2011  
Day Month Year

My commission expires on: 9-5-2014  
Day Month Year

[Signature]  
signature of NOTARY PUBLIC

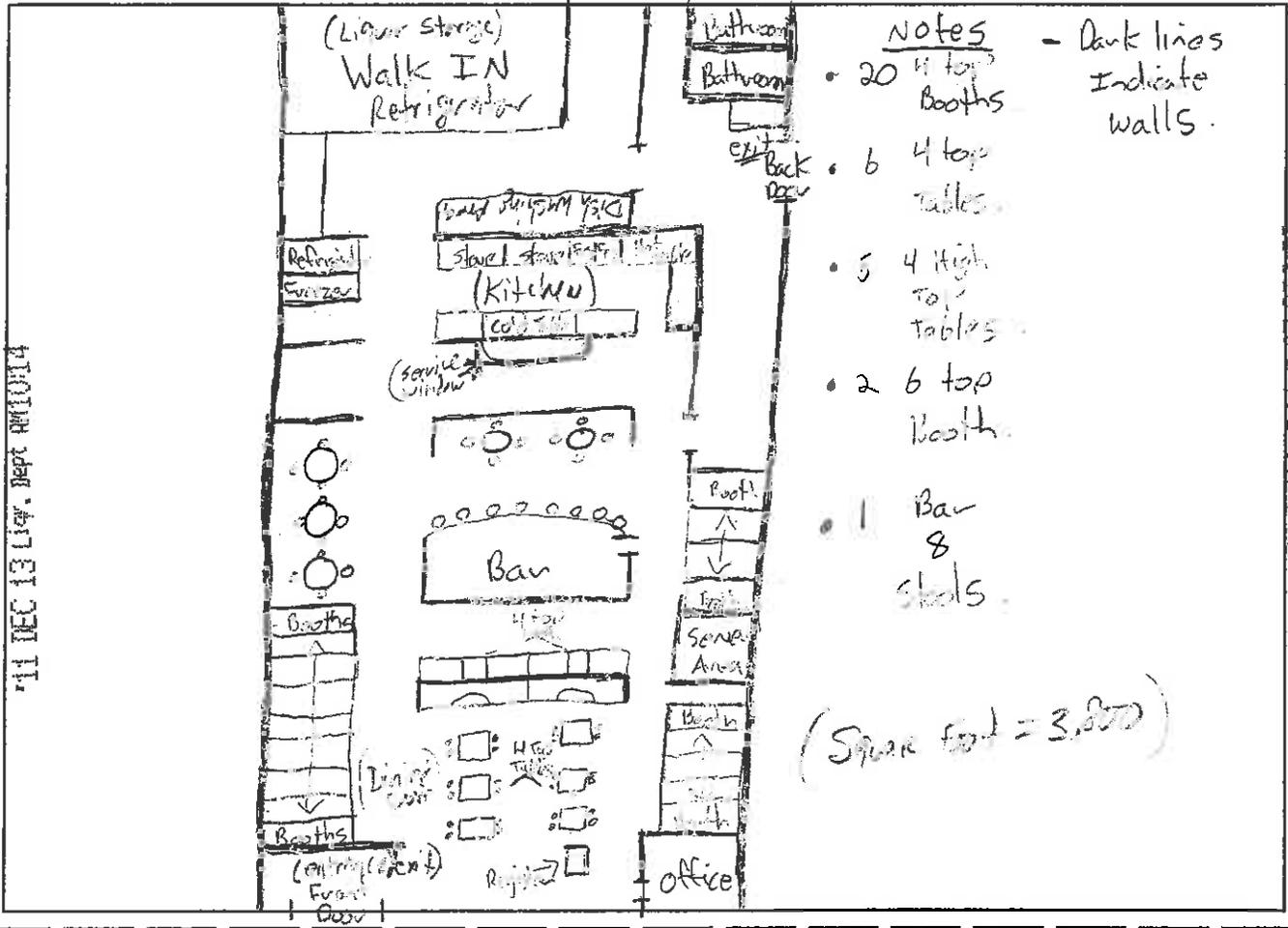
**AMENDMENT**



**SECTION 15 Diagram of Premises**

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

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



**SECTION 16 Signature Block**

I, Keith Bradford Diskin, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

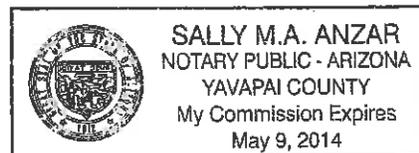
X [Signature]  
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 18th of November 2011  
Day Month Year

My commission expires on: 9-5-2014  
Day Month Year

[Signature]  
signature of NOTARY PUBLIC



711 DEC 13 11:47 AM '14

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

RESTAURANT OPERATION PLAN

LICENSE # 12133507

1. List by Make, Model and Capacity of your :

Grill	Champion APW. Wyatt 4ft x 2ft
Oven	American Range 2ovens, 6 burners, 2ft Grill
Freezer	Silver King DBL door / McCall single door
Refrigerator	Kysor walk in Refrigerator 11x10
Sink	Advance Tabco 5 sinks
Dish Washing Facilities	Pro clean system
Food Preparation Counter (Dimensions)	1-3ft by 30" / 1-6ft by 30" / 1-4ft by 2ft
Other	2-Royal Deep fryers / 1- m-3 cold table / 1- Hot table

2. Print the name of your restaurant: Keith's Sports Cafe

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

- a. Restaurant area of your premises [ 114 ]
- b. Bar area of your premises [ + 26 ]
- c. Total area of your premises [ 140 ]

5. What type of dinnerware and utensils are utilized within your restaurant?

- Reusable       Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover).  Yes 25 %     No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 50 %

\*Disabled individuals requiring special accommodations, please call (602) 542-9027

8. Does your restaurant contain any games or television?  Yes  No  
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).  
5 Televisions (4-42" and 1-51")

9. Do you have live entertainment or dancing?  Yes  No  
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.  
COOKS (prep and prepare food) = 2  
SERVERS (to wait on customers) = 5  
BUSSEP/DISHWASHERS (clean dishes and tables) = 3  
HOSTESS (Greets customers and cashes them out) = 1

I, Keith Bradford Diskin, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.  
(Print full name)

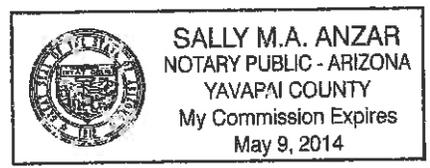
X [Signature]  
(Signature of APPLICANT)

State of Arizona County of Yavapai  
The foregoing instrument was acknowledged before me this

18th day of November, 2011.  
Day of Month Month Year

My commission expires on: May 9, 2014

[Signature]  
(Signature of NOTARY PUBLIC)





1101 28 Ave, Unit #104  
1101 28 Ave, Unit #104

### BIG LEAGUE BREAKFAST

Numbers 1-9 Served with Hash Browns or Cottage Fries, and your choice of Toast, Biscuit & Gravy or a Pancake.

- #1 2 Eggs \$4.49
- #2 2 Eggs, choice of Bacon, Ham or Sausage (please allow extra cooking time for sausage) \$6.29
- #3 2 Eggs, Chicken Fried Steak or Pork Tenderloin Smothered in Gravy \$7.59
- #4 2 Eggs with a Biscuit & Gravy served with Bacon. \$6.99
- #5 2 Eggs with a Waffle served with Bacon. \$6.29
- #6 2 Eggs, 2 Pancake or 2 Slices of French Toast served with Bacon \$6.29
- #7 Breakfast Bagel Sandwich with Hash Browns or Cottage Fries (2 Eggs Over Hard American Cheese and your choice of Bacon, Ham or Sausage) \$5.59

### TOAST CHOICES

White, Wheat, Rye, Sourdough, Cinnamon Raisin, English Muffin.

### PANCAKE, WAFFLES AND FRENCH TOAST

- Shortstop** (Served with Butter & Maple Syrup)
- 1 Large Buttermilk Pancake \$2.49
  - 2 Large Buttermilk Pancakes \$3.59
- Blueberry Shortstop** (2 Large Blueberry Pancakes) \$4.59
- 1st Base - Belgian Waffle** \$4.89  
(Served with Butter & Maple Syrup)
- 2nd Base - Belgian Waffle** \$5.89  
(With choice of Strawberry's, blueberry's or Banana's Topped with Whip Cream)
- 3rd Base - 3 Slices of French Toast** \$4.99  
(Served with Butter & Powder Sugar)

### TRIPLE PLAY OMELETS

3 Eggs Served with Hash Browns or Cottage Fries, and your choice of Toast, Biscuit & Gravy or a Pancake.

- Cheddar Cheese \$5.79
- Ham & Cheese \$6.39
- Bacon, Tomato & Cheese \$6.59
- Green Chilli & Cheese \$6.39
- Denver Omelet (Ham, Onion, Green Chilli & Cheese) \$7.29

### LITTLE LEAGUE BREAKFAST

10 & Under (Includes a Drink)

- 1 Egg, Hash Browns or Cottage Fries, 1 Slice of Toast \$4.59
- 1 Egg, Bacon or Sausage served with Toast \$4.59
- Choice of Pancake, 1 Slice of French Toast or 1/2 waffle, served with Bacon \$4.59

### SIDE LINES

- Two Eggs \$2.29
- Bacon (5-8 pieces) \$3.99
- Bacon (1/2 order) \$2.99
- Sausage (3 patties) \$3.99
- Ham Steak \$3.99
- Toast \$1.99
- Biscuit & Butter \$2.49
- Fruit Salad (when available) \$2.99
- Bagel with Cream Cheese \$2.59
- Cottage Fries \$3.99
- Hash Browns \$2.49
- Side of Gravy \$1.99
- Single Biscuit & Gravy \$2.79
- Double Biscuits & Gravy \$3.99

### BEVERAGES

- Coffee \$1.59
- Iced Tea \$1.99
- Small Juice \$1.99
- Large Juice \$2.29
- Small Milk \$1.79
- Large Milk \$1.99
- (no refills on Juice or Milk)
- Soft Drinks** \$1.99
- Pepsi
- Diet Pepsi
- Dr. Pepper
- Diet Dr. Pepper
- Mountain Dew
- Root Beer
- Sierra Mist
- Orange Crush
- Raspberry Lemonade

## STARTING LINE UP

Fried Zucchini	\$5.99
Fried Mushroom	\$5.99
Onion Rings	\$4.29
Chili Cheese Fries	\$4.99
Combo Basket (Zucchini, Mushrooms, Onion Rings)	\$5.99

## FIELD OF GREENS

Choice of Ranch, Blue Cheese, 1,000 Island, Honey Mustard or Italian. All served with Cheese, Tomato, Cucumber and Grapes.	
Fresh Side Salad	\$2.99
Chef Salad (Ham, Turkey, Roast Beef, American & Swiss Cheese)	\$7.49
Chicken Tender Salad	\$7.49
Grilled Chicken Salad	\$7.49

## FROM THE OUTFIELD

4 Chicken Strips and Fries	\$6.49
Fish & Chips with Coleslaw	\$7.49
Shrimp Basket (served with Cottage Fries and Coleslaw)	\$8.99

## DIAMOND BACK BURGERS AND DOGS

All Burgers are Fresh. Never Frozen 1/4 Pound All Beef Patties, all Cheeseburgers are served with American Cheese, each served with a Cup of Beans and your choice of French Fries, Coleslaw, Fruit Salad or Potato Salad (most served with Lettuce, Tomato, Onion, Pickles and Sauce).

\* Make any Burger a Double for \$1.29 \* Substitute Onion Rings, Side Salad, Soup, or Chili for \$1.00

Gibson	Hamburger	\$5.49
Upton	Cheeseburger	\$5.79
Drew	Bacon Cheeseburger	\$6.99
Gonzo	BBQ Bacon Cheeseburger (served with American Cheese, Bacon, BBQ Sauce and 2 Onion Rings)	\$7.49
Young	Green Chili Cheeseburger	\$6.99
Montero	Green Chili & Bacon Cheeseburger	\$7.49
The Tat Man	Chili Size Burger (served Open Faced with Cheese and Onions)	\$7.49
The Grace Dog	1/4 Pound All Beef Hot Dog (served with Ketchup, Mustard, Onions, and Relish)	\$6.49
The Big Unit Dog	1/4 Pound All Beef Chili Dog with choice of Cheese and Onions	\$6.99

## CARDINALS SANDWICH AND MELTS

Served on White, Wheat, Rye, or Sourdough. Most Sandwiches include Mayo, Lettuce, and Tomato. (Add Cheese \$.50 Extra)

All served with a Cup of Beans and your choice of French Fries, Coleslaw, Fruit Salad or Potato Salad.

\* Substitute Onion Rings, Side Salad, Soup, or Chili for \$1.00

The Safety	Choice of Turkey, Ham or Roast Beef	\$6.29
The Tillman	BLT (Bacon, Lettuce and Tomato)	\$6.29
The Fitz Dip	Hot Roast Beef, Melted Swiss (served on a Hoagie with a side of Au-Jus)	\$6.99
The Kolb Club	Ham, Turkey & Bacon with American Cheese (served on Toasted White Bread)	\$7.49
The Beanie Melt	Two, 1/4 Pound Beef Patty with Swiss Cheese and Grilled Onions (served on Grilled Rye Bread)	\$7.29
The Coach Whisenhunt	Crispy or Grilled Chicken (served on a Bun)	\$6.99
The Touch Down Melt	Turkey, Bacon, Green Chili, Swiss Cheese and Mayo (served on Sourdough Bread)	\$7.29
The Water Boy	Eggs Sandwich or Melt (served on your choice of bread)	\$6.99
The Warner Melt	Crispy or Grilled Chicken Topped with Bacon and Melted American Cheese (served on a Bun with BBQ Sauce, Lettuce and Tomato)	\$7.99
The Lins-Barker	Turkey, Bacon and Swiss (served Hot or Cold on a Hoagie)	\$6.99
The Fullback	Hot Ham and Cheese (served on a Hoagie)	\$6.99
The Heap	Fried Fish Sandwich (served with Tartar Sauce, Lettuce, Tomato, on a Hoagie)	\$6.99

## LITTLE SUNS MENU

10 & Under (Served with Fries and a Drink)	
Cheeseburger	\$4.99
Grilled Cheese	\$4.59
2 Chicken Strips	\$4.59

## FROM THE DUG OUT

Chili	Cup \$2.99	Bowl \$3.99
Soup	Cup \$2.99	Bowl \$3.99
Beans	Cup \$1.99	Bowl \$2.99



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800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

**RECORDS REQUIRED FOR AUDIT**

**SERIES 11 (HOTEL/MOTEL/RESTAURANT AND SERIES 12 (RESTAURANT)**

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS**

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of *all* food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, *accurate* inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    - 3) Dated Guest Checks
    - 4) Coupons/Specials/Discounts
    - 5) Any other evidence to support income from food and liquor sales
  - B. Cash Receipts/Disbursement Journals
    - 1) Daily Bank Deposit Slips
    - 2) Bank Statements and canceled checks
11. Tax Records
  - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
  - B. Income Tax Return - city, state and federal (copies)
  - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
  - A. Copies of all reports required by the State and Federal Government

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- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages
- 13. Off-site Catering Records (must be complete and separate from restaurant records)
  - A. All documents which support the income derived from the sale of food off the license premises.
  - B. All documents which support purchases made for food to be sold off the licensed premises.
  - C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

**A.R.S. §4-210(A)7**

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

**A.R.S. §4-205.02(G)**

For the purpose of this section:

1. "Restaurant" means an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (print licensee name):

DISKIN Keith Bradford  
 Last First Middle

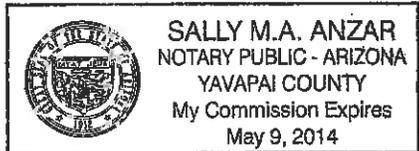
have read and fully understand all aspects of this statement.

State of Arizona County of Yavapai  
 The foregoing instrument was acknowledged before me this

[Signature] 18th day of November, 2011  
 (Signature of Licensee) Day Month Year

My commission Expires on: 9-5-2014 [Signature]  
 Day Month Year (Signature of NOTARY PUBLIC)

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS**



11 DEC 20 11:47 AM Dept #1015

**ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL**  
 11 DEC 13 10:15 AM '09 800 W Washington 5th Floor Phoenix AZ 85007-2934 (602) 542-5141  
 11 NOV 21 10:21 AM '09  
**QUESTIONNAIRE**  
 P1066247  
 802,758

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

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

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

**Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted. The fees allowed by A.R.S. § 44-8852 will be charged for all dishonored checks.**

**Liquor License #**  
12133507

(If the location is currently licensed)

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

2. Name: DISKIN Keith Bradford Date of Birth: [REDACTED]  
 Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: AZ

4. Place of Birth: Cottonwood AZ U.S.A. Height: 6.1" Weight: 300 Eyes: Grn Hair: Brn  
 City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: (602) 819-9082

6. Name of Current or Most Recent Spouse: N/A Date of Birth: 1/1  
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: [REDACTED]

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 567-7157

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

10. Name of Licensed Premises: Keith's Sports Cate Premises Phone: (928) 567-7157

11. Physical Location of Licensed Premises Address: 522 W. Finnie Flat 200 Ste 62 Camp Verde Yuma, AZ 86302  
 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
8/11	CURRENT	owner	Keith's Sports Cate (522 W. Finnie Flat 200 Ste 62 Camp Verde AZ 86302)
6/09	7/11	General manager	walters Rayer Auto Group (4630 E. PLANNING RD Las Vegas, NV 89119)
5/05	6/09	USED CAR manager	Lamy miller Dodge (8005 W Bell RD Phoenix AZ 85342)

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
7/11	CURRENT	rent	611 S. Rowdy Ranch RD	Camp Verde	AZ	86302
6/09	6/11	rent	4668 W. Windstar Way	Lexington	KY	40515
5/05	6/09	own	7115 W. Katherine Way	Phoenix	AZ	86383

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? 12, and answer #14a below. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

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

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

X [Signature]  
(Signature of Applicant)

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 18th day of November, 2011  
Month Year

My commission expires on: 9 5 2014  
Day Month Year

[Signature]  
(Signature of NOTARY PUBLIC)

 SALLY M.A. ANZAR  
NOTARY PUBLIC - ARIZONA  
YAVAPAI COUNTY  
My Commission Expires  
May 9, 2014

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
Day Month Year

11 DEC 20 11:49 AM '11

Previous

Landlord: Jo Gauthrop  
Lexington Ky  
(859) 621-2595

Current

Wayne or Donna Pratt  
Prescott Valley, AZ  
(928)

11 DEC 20 11:41 AM '84

11 DEC 13 11:41 AM '85

11 DEC 13 Liqueur Dept 011013



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License Department of Liquor Licenses and Control

11 DEC 20 Liqueur Lic. M 1 04

Liquor License #: 12133507

Ownership Name: Keith Bradford Diskin (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Keith Bradford Diskin DATE 12-13-11

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [ ] RENEWAL

TYPE OF LICENSE Restaurant

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth certificate

A. Are you a citizen or national of the United States? (check one) [X] Yes [ ] No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country. City Cottonwood State (or equivalent) AZ Country or Territory U.S.A.

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

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**SECTION III — ALIEN STATUS DECLARATION**

**Directions:** To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided: \_\_\_\_\_

**“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))**

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

**Nonimmigrant Status (8 U.S.C. § 1621(a)(2))**

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

**Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))**

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

**Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))**

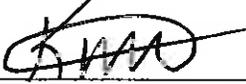
- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

**Otherwise Lawfully Present (A.R.S. § 1-501)**

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

**SECTION IV — DECLARATION**

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.



APPLICANT'S SIGNATURE

12-13-11

TODAY'S DATE

'11 DEC 20 Lic. Dept #11013

STATE OF ARIZONA

DEPARTMENT OF HEALTH SERVICES  
VITAL RECORDS SECTION

PH 2 52

NAME KEITH BRADFORD DISKIN

DATE OF BIRTH [REDACTED]

SEX MALE

COUNTY OF BIRTH YAVAPAI

ARIZONA

DATE REGISTERED [REDACTED]

STATE FILE NO. [REDACTED]

STATE OF ARIZONA }  
COUNTY OF MARICOPA }<sup>SS</sup>

DATE ISSUED [REDACTED]

This is a true certification of name and birth facts on file in the VITAL RECORDS SECTION, DEPARTMENT OF HEALTH SERVICES, PHOENIX, ARIZONA issued under the authority of A.R.S. 36-341, and by direction of:

BOYD DOVER, ACTING DIRECTOR

~~JAMES F. SARNI, M.D., Public Health Director~~  
Department of Health Services  
State Registrar

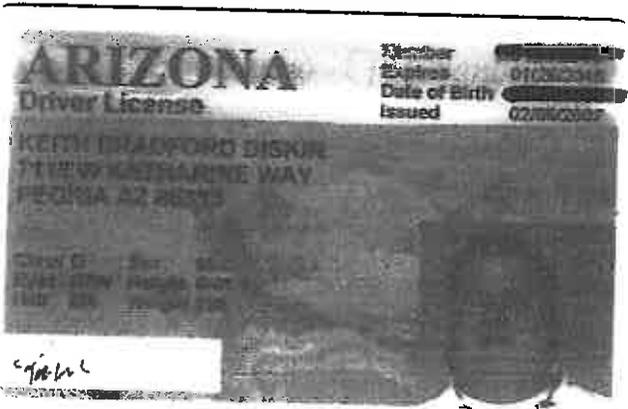
*Alfonso Bravo*  
ALFONSO BRAVO  
Assistant State Registrar

This copy not valid unless prepared on engraved form displaying state seal in color and impressed with raised seal of issuing agency.



CERTIFICATION OF BIRTH

11 DEC 20 1991. Lic. M104



11 DEC 13 1991. Dept. M10415

11 DEC 13 Lic. Dept #1013

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

11 NOV 21 Lic. Dept #1262

11 DEC 20 Lic. Dept #1013

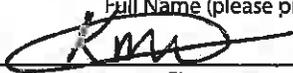
**CERTIFICATE OF TITLE 4 TRAINING COMPLETION**

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

KEITH DISKIN

Full Name (please print)



Signature

November 10, 2011

Training Completion Date

November 9, 2014 (B); 2016 (M)

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)  
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

- |   |                             |            |   |  |          |
|---|-----------------------------|------------|---|--|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | ON SALE  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | OFF SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BOTH       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | OTHER    |

If Trainee Is Employed By A Licensee

Name of Licensee

Business Name

Liquor License #

**Alcohol Training Program Provider Information**

SCOTTSDALE COMMUNITY COLLEGE

#11365

Company or Individual Name (please print)

9000 East Chaparral Road

Address

Scottsdale

AZ

85256

( 480 ) 423-6322

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

GARY WARD

Name of Trainer (please print)



Trainer Signature

November 10, 2011

Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

- Owner(s)
- Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.



**Agenda Item Submission Form – Section I**

**Meeting Date: January 18, 2012**

Consent Agenda       Decision Agenda       Executive Session Requested

Presentation Only       Action/Presentation

**Requesting Department:** Clerk's Office

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

**Agenda Title (be exact):** Public Hearing, followed by discussion, consideration, and possible recommendation of approval of liquor license application for extension of premises/patio permit for White Hills Winery LLC, dba The Horn located at 348 S Main Street, Camp Verde, AZ.

**List Attached Documents:** Liquor License Application for Extension of Premises/Patio Permit

**Estimated Presentation Time:** 5 Minutes

**Estimated Discussion Time:** 5 Minutes

**Reviews Completed by:**

Department Head:                       Town Attorney Comments: N/A

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund:

**Fiscal Impact:** None

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

**Comments:**

**Background Information:**

**Recommended Action (Motion):** Move to recommend approval of the liquor license application for extension of premises/patio permit for White Hills Winery LLC, dba The Horn located at 348 S Main Street, Camp Verde, AZ.

**Instructions to the Clerk:** Section II not required

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

01: 2001-9 9439ARAV

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

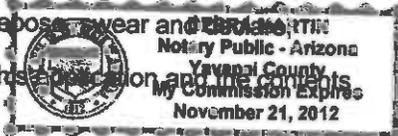
THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service - Give specific purpose of change: expand out door seating
Temporary change for date(s) of:

- 1. Licensee's Name: Goetting, Barbara Ann
2. Mailing Address: 2530 S Anapaya, Camp Verde, AZ 86322
3. Business Name: White Hills Winery LLC, dba The Horn LICENSE #: 07130001
4. Business Address: 348 S Main St #17, PO Box 3483, Camp Verde, Yavapai, AZ 86322
5. Business Phone: (928) 567-7229 Residence Phone: (703) 969-3378
6. Do you understand Arizona Liquor Laws and Regulations? YES NO FAX # (928) 567-6564
7. Have you received approved Liquor Law Training? NO YES When? 2/19/11
8. What security precautions will be taken to prevent liquor violations in the extended area? Fence meeting Town code. It guides patrons to use approved exits. Will be in accordance with regulations & the area will be well staffed.
9. Does this extension bring your premises within 300 feet of a church or school? YES NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.
This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

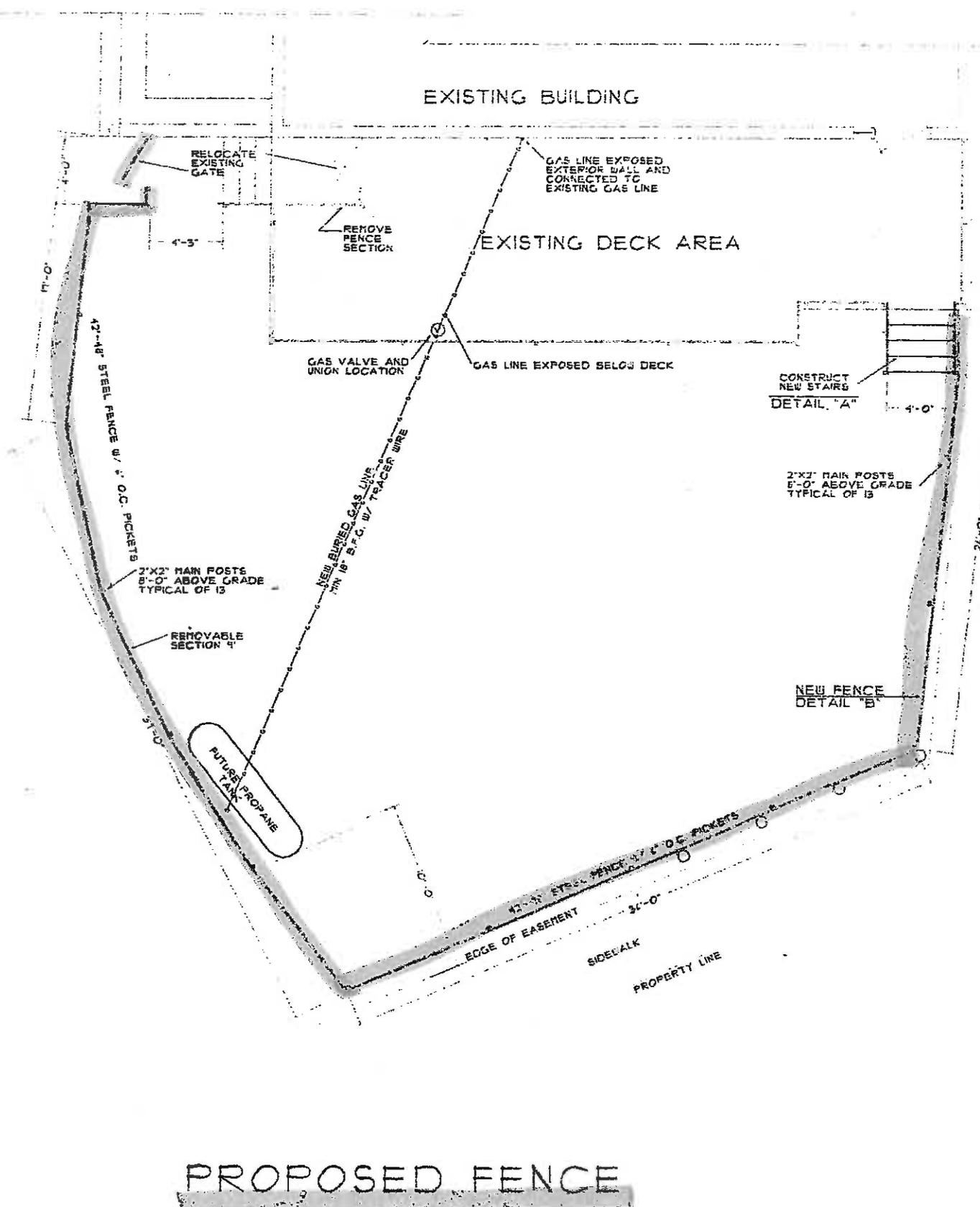
Barbara A. Goetting, being first duly sworn upon oath, hereby depose and swear and affirm that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

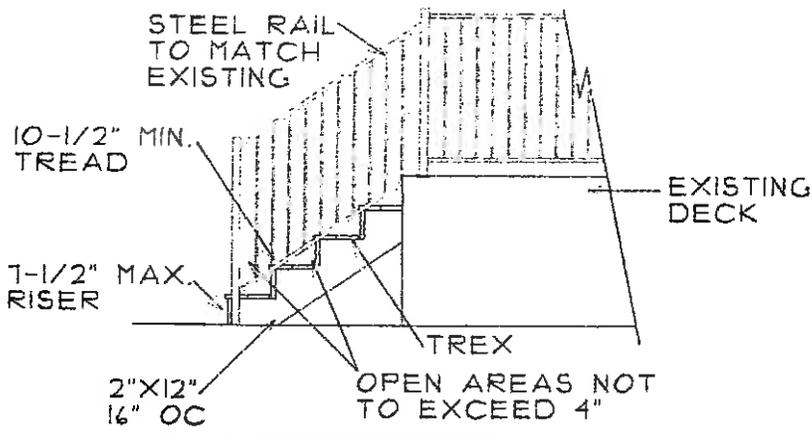


Signature of Owner or Agent: B.A. Goetting State of Arizona County of Yavapai
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date

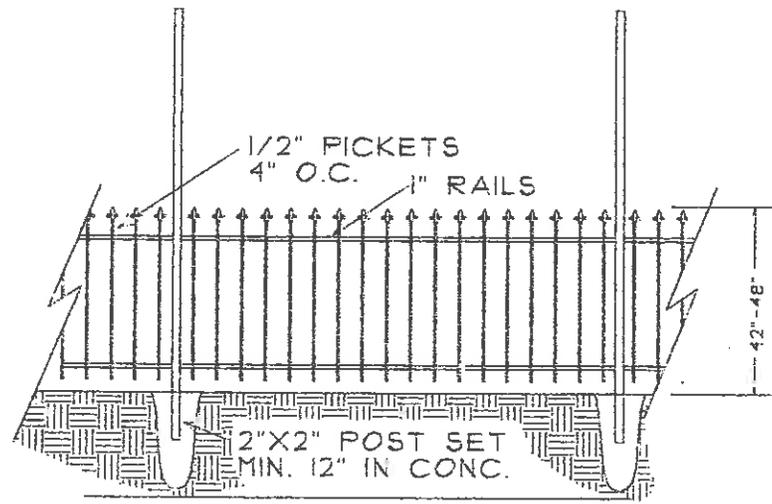
My commission expires on: 11-21-12
Signature of NOTARY PUBLIC: [Signature]

Investigation Recommendation Approval Disapproval by: Date:
Director Signature required for Disapprovals: Date:





DETAIL "A" SCALE 1/4"=1'-0"



DETAIL "B" SCALE 1/4"=1'-0"

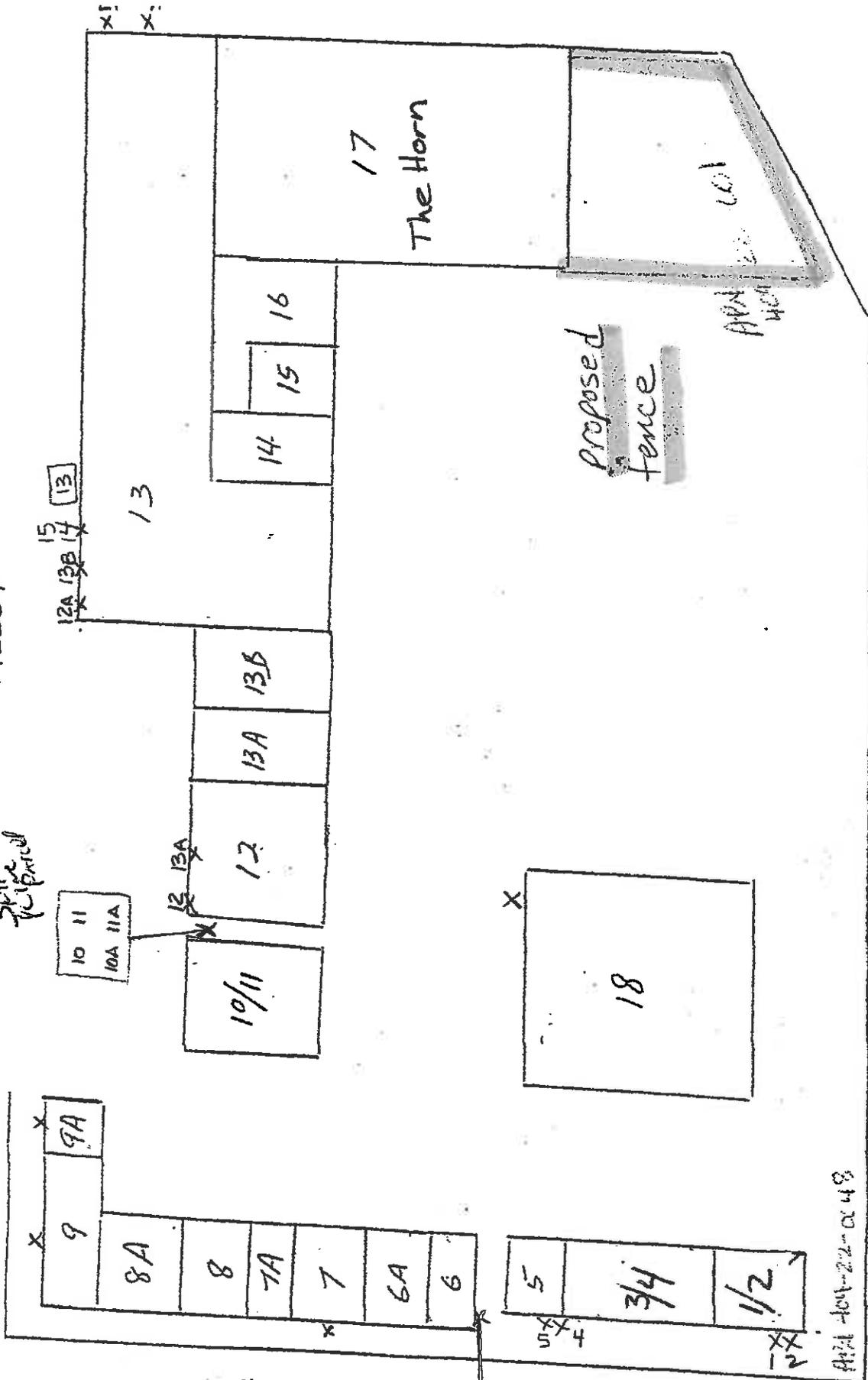
<p>STEVE &amp; BARBARA GOETTING PO BOX 3483 CAMP VERDE, AZ</p>	<p>THE HORN 348 S. MAIN STREET SUITE 17 CAMP VERDE, ARIZONA</p>	<p>JOB # 235 DRAWN BY: J. LOVETT 12/08/11 SCALE: 1/8"=1'-0"</p>
<p>JERICHO CONSTRUCTION COMPANY INC. PO Box 1563, Cottonwood, Arizona 86326 Phone (928) 634-8141 LIC#161314 Fax (928) 634-8006</p>		



FORT VERDE PLAZA SHOPPING CENTER

ALLEY

split  
repaired



April 1941-2-2-0048

348 S. MAIN ST.

CAMP VERDE

10

**QUARTERLY REPORT**  
**Planning and Zoning Commission**  
**October - December 2011**

**REGULARLY SCHEDULED MEETINGS:** 1

**JOINT WORK SESSIONS:** 0

**SPECIAL SESSIONS:** 1

**THURSDAY OCTOBER 6, 2011 – SPECIAL SESSION**  
CANCELLED, there were no items to be heard.

**THURSDAY NOVEMBER 3, 2011 – REGULAR SESSION**  
CANCELLED, there were no items to be heard.

**THURSDAY DECEMBER 1, 2011 – SPECIAL SESSION**  
CANCELLED, there were no items to be heard..

**THE FOLLOWING RECOMMENDATIONS WERE MADE TO COUNCIL:**  
There were no recommendations to Council.

**THE FOLLOWING PRESENTATIONS WERE HEARD BY THE COMMISSION:**  
There were no presentation heard by the P & Z Commission.

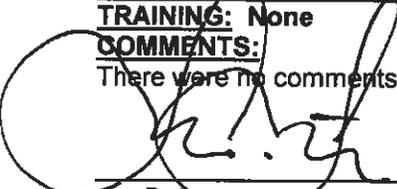
**THE FOLLOWING ITEMS WERE TABLED, POSTPONED OR CONTINUED BY THE COMMISSION:**  
There were no items tabled, postponed or continued by the P & Z Commission.

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

**TRAINING:** None

**COMMENTS:**

There were no comments.



\_\_\_\_\_  
Joe Butner  
Chairman of the Planning and Zoning Commission

**QUARTERLY REPORT**  
**Board of Adjustments**  
**October - December 2011**

REGULARLY SCHEDULED MEETINGS: 3

October 11, 2011 – Regular Session  
CANCELLED, NO BUSINESS BEFORE BOARD

November 08, 2011 - Regular Session  
CANCELLED, NO BUSINESS BEFORE BOARD

December 13, 2011 - Regular Session  
CANCELLED, NO BUSINESS BEFORE BOARD

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:

THE FOLLOWING ITEMS WERE DISCUSSED IN WORK SESSIONS:

There were no items discussed in work sessions.

THE FOLLOWING PRESENTATIONS WERE HEARD BY THE BOARD:



Chairman Al Roddan

# FORT VERDE STATE HISTORIC PARK

(Quarterly Report FY 12 – October- December 2011)

## VOLUNTEERS:

Volunteers have continued to assist with running the front desk/visitor center and 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:

In October we held the following events:

Model A Ford Club



Questors group



Tom Sawyer Days



# Fort Verde Days

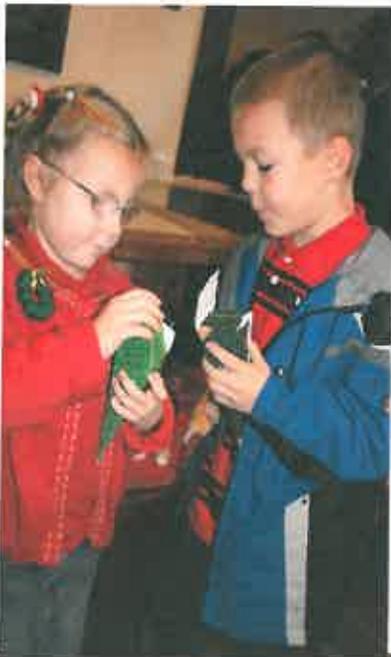
## Kids Days



**Veterans Day Flag retirement Ceremony**



**Winter at Fort Verde & the Victorian Christmas activities**



**Victorian Ornament  
Workshop**



## Chamber Mixer – December 15<sup>th</sup>, 2011



## Candlelight Tours December 16-17, 2011

The annual Candlelight tours were held Friday and Saturday night. The weather was perfect with a blanket of stars twinkling overhead. Bill Stafford prepared hot chocolate and coffee, while other volunteers served light refreshments and helped entertain customers while they warmed up their toes in the big tent. Santa and Mrs. Claus read stories, while volunteers and Fort Verde staff dressed in period clothing and led guided tours along Officer's Row. Include Payson, Flagstaff and Williams. This event helped to boost revenue and attendance for the weekend:

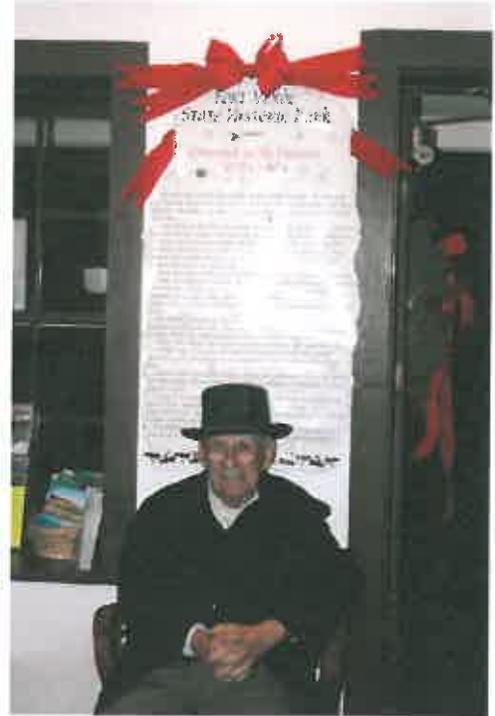
**Stats for all three events: Chamber Mixer and Candlelight Tours**

***Attendance: 157; Revenue: \$536; Pubs purchases: \$381.86***





**Candlelight Tours**



### **MAINTENANCE PROJECTS:**

During this past quarter our volunteers focused on refurbishing the shutters for the historic homes along Officer's row and painting the exterior of the buildings. George Dvorak and Jim Worthington worked diligently on the painting, which is almost near complete. The shutters look great!

Other projects that we are catching up on include replacing broken windowpanes, planting the winter garden in the demonstration garden, and maintaining the buildings themselves.

A special thank you to the Town of Camp Verde employees (Mel, Mike, Shane and all other whose names I don't have on file) who have been helping out with maintenance projects and front desk coverage – we really appreciate your help 😊

**FUTURE PROJECTS:** 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 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 in which Arizona State Parks began distributing a coupon to our Northern Region Parks (Fort Verde, Jerome, Dead Horse Ranch and Red Rock State Parks), which provides customers with a discount of \$1.00 per adult in their group (with a maximum discount of up to \$4.00 per group). For this reason, we have an increase in our attendance, which may not be reflected in the revenue.
- Comparison from last year's stats is as follows:

### **Oct 2010:**

**Attendance: 1,908**

**Revenue: \$ 1,890.32**

**Publications/Gift Shop Revenue: \$1,672.89**

**Volunteer Hours: 771**

### **Oct 2011:**

**Attendance: 1,586**

**Revenue: \$ 2,832**

**Publications/Gift Shop Revenue: \$1,919.01**

**Volunteer Hours: 748.5**

### **November 2010**

**Attendance: 640**

**Revenue: \$ 2,221.80**

**Publications/Gift Shop Revenue: \$ 873.52**

**Volunteer Hours: 483.50**

### **November 2011**

**Attendance: 704**

**Revenue: \$2,224**

**Publications/Gift Shop Revenue: \$1,037.91**

**Volunteer Hours: 199.5**

### **December 2010:**

**Attendance: 428**

**Revenue: \$ 2221.80**

**Publications/Gift Shop Revenue: \$1072.34**

**Volunteer Hours: 576**

### **December 2011:**

**Attendance: 531**

**Revenue: \$1,778**

**Publications/Gift Shop Revenue: \$1,210.07**

**Volunteer Hours: 328**

### **Comments from Fort Verde State Park Staff:**

*"The Park Manager would like to thank Town staff for their continued efforts coordinating the volunteer program and supporting Fort Verde. We would like to thank our partners, the volunteers who continue to help keep Fort Verde open, and the re-enactors who travel from near and afar to conduct presentations to draw visitors to Fort Verde and those who remain behind the scene....*

*We are ever grateful. Happy New Year!!!*

**Visitor Center & Destination Mktg  
2nd Qtr FY12  
By  
Camp Verde Chamber of Commerce**

**Visitor Count Oct-Dec 2011**

- October 2011 – 1,075
- November 2011 – 617
- December 2011 – 447

## Quarterly Comparison

- Oct - Dec 2011 = 2,139 (.268% increase same period last year)
  - Local - 179
  - Arizona - 457
  - U.S.A. - 1,184
  - International - 319
- Oct - Dec 2010 = 1,686 visitors
  - Local - 66
  - Arizona - 510
  - U.S.A. - 893
  - International - 217

## Est. Visitor Spending 2nd qtr 2011 (ROI)

- 1,960 visitors through the local Visitor Center
- \$235 avg per person per day expenditure
- \$460,600 estimated visitor spending in Camp Verde
  - Using an avg tax rate of 10.85%
  - \$49,975 in estimated visitor tax generation

For every \$1 invested into the visitor center & destination marketing \$2.50 is being spent in the community.

## Average stay in Camp Verde Oct - Dec 2011

- FIT – 3 nights (40 responses = 120 nights)
- RV – 11 nights (22 responses = 234 nights)
- Friends/Relatives – 5.5 nights (8 responses = 45 nights)
- Total # of nights in CV = 399 (70 responses)
  - Average 5.7 nights
- Total # of nights in AZ = 1,298 (97 responses)
  - Average 13.3 nights

## Volunteer & Staff Time Oct – Dec 2011

- Total Visitor Center hours – 557 hours
- 3 volunteers – 152.5 hours (Value \$21.36 pr hr = \$3,278.76)
  - 2010 volunteer value calculation from [www.independentsector.org/volunteer\\_time](http://www.independentsector.org/volunteer_time)
- 2 staff
  - P/T Receptionist - 386 hours
    - 85% Visitor Center funded
    - 15% Chamber funded
  - F/T Director
    - Responsibilities include, but not limited to: Visitor Center, Destination Marketing/Tourism, PR, Representing CV, Chamber, Membership, Financial/Accounting
    - 65% Visitor Center funded
    - 35% Chamber funded

## AZ Drive Guide – ½ page

CAMP VERDE ... *Arizona's Best Camp to Adventure*

Cliff Castle Casino  
Outdoor Activities  
Verde Valley Golf Club  
3 State Parks  
Out of Africa  
Shopping  
Montezuma Castle & Wupatki NM

**CAMP VERDE**  
CHAMBER OF COMMERCE  
VISITORS CENTER  
info@campverde.org  
www.visitcampverde.com  
928.567.9294  
400 Mountain View Road, Camp Verde, AZ 86314

## True West Centennial Issue

CAMP VERDE ...  
*Arizona's Best Camp to Adventure*

Cliff Castle Casino  
Outdoor Activities  
Verde Valley Golf Club  
3 State Parks  
Out of Africa  
Shopping  
Montezuma Castle & Wupatki NM

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928.567.9294  
400 Mountain View Road, Camp Verde, AZ 86314

# Phoenix Area Billboard

14' x 48' Bulletin

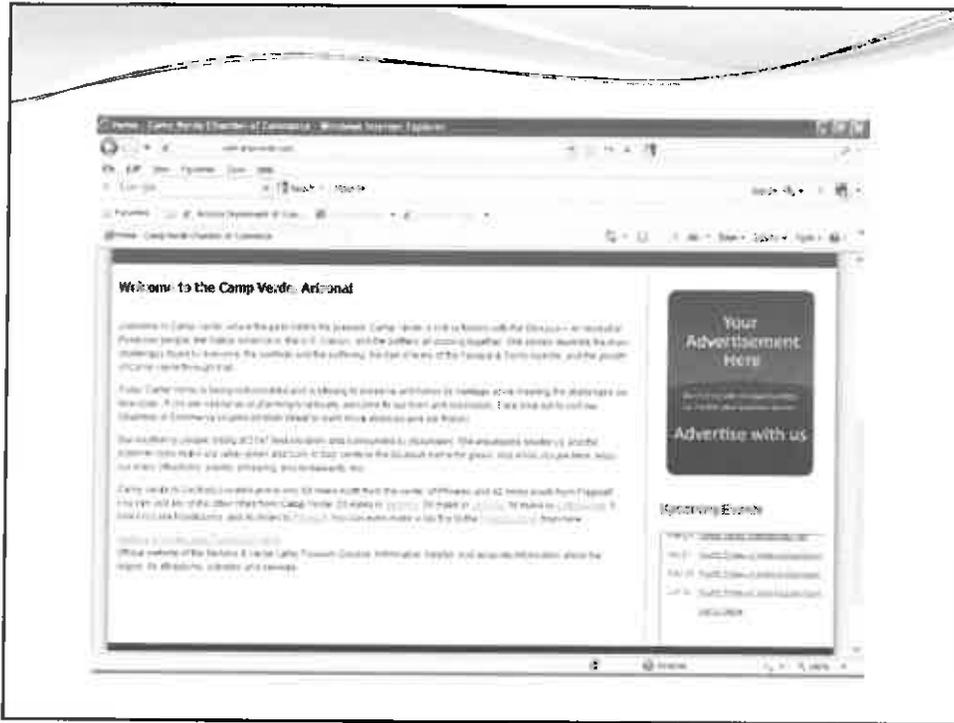


**Visit Camp Verde**  
Arizona's Base Camp to Adventure  
I-17 North to Exits: 285, 287 & 289  
VisitCampVerde.com

The billboard features a central image of a desert landscape with a river and a person on a horse. Below the main text is a small inset image of a person on a horse. The billboard is mounted on a metal post with a base.

# Visitcampverde.com website redesign

The screenshot shows a web browser displaying the Visit Camp Verde website. The browser's address bar shows "http://www.visitcampverde.com". The website features a large banner image of a wooden wagon wheel in a desert landscape. Below the banner, the text reads "CAMP VERDE EST. 1963" and "HOME OF HISTORIC FORT VERDE". A search bar is visible in the top right corner. The browser's status bar at the bottom shows "Welcome to the Camp Verde, Arizona".



Thank You!



**Agenda Item Submission Form – Section I**

**Meeting Date:** January 18, 2012

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

**Requesting Department:** Public Works

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

**Agenda Title (be exact):** Discussion, consideration, possible award of bid and authorization to execute the Agreement for the Public Works Yard Fencing Project (Bid #11094) between the Town of Camp Verde and **Yavapai Fence Inc.** in the amount of \$42,729.00

**List Attached Documents:** Bid Posting (1 sheet)

**Estimated Presentation Time:** N/A Consent Agenda

**Estimated Discussion Time:** N/A Consent Agenda

**Reviews Completed by:**

- Department Head: Ron Long       Town Attorney Comments:
- Finance Department *ML*

**Fiscal Impact:** Approximately 24% of the current balance of Public Works Yard Improvement budget will be expended for this improvement.

**Budget Code:** 03-000-20-841130      **Amount Remaining:** \$179,234

**Comments:** Funds for this project were discussed and approved by Council as a part of the 2011/2012 Capital Improvement Budget; sufficient funds are available to complete the project and additional grading improvements. In addition \$25,000 remains in CIP #03-000-20-841140 for yard clean-up and secure buildings.

**Background Information:** This project was discussed and considered when planning the purchase of the Public Works Yard on Industrial Dr. The Town continues to encounter vandalism and theft at the site; securing the property will reduce if not put an end further losses. Securing the property is required prior to additional improvements or moving equipment to the site. The fencing project will encompass the site and provide safe and convenient access by the Crew, buildings and equipment as well as future public access areas that will hold sand and mulch for the community.

**Recommended Action (Motion):** Move to award the bid and authorize the Mayor to execute the Agreement for the Public Works Yard Fencing Project, #11-094, between the Town of Camp Verde and Yavapai Fence Inc. in the amount of \$42,759.00

**Instructions to the Clerk:** Obtain Signatures on the Public Works Yard Fencing Project – Bid #11-094

**Bids/Quotes/Proposals**

<b>COMPANY</b>	<b>ADDRESS</b>	<b>Total Bid</b>
<i>Associated Fence</i>	<i>7630 N. 67<sup>th</sup> Ave, Glendale AZ 86301</i>	<i>\$43,120.58</i>
<i>American Fence</i>	<i>7301 First St. Prescott Valley, AZ 86314</i>	<i>\$43,659.77</i>
<i>Yavapai Fence</i>	<i>4560 W. Old Corral Ln. Camp Verde AZ 86322</i>	<i>\$42,759.00</i>
<i>Adams Fence LLC</i>	<i>503 W. Watkins, Phoenix, AZ 85003</i>	<i>\$46,241.55</i>
<i>Northern Fence</i>	<i>2304 E. 6<sup>th</sup> Avenue, Flagstaff, Az 86004</i>	<i>\$42,769.65</i>

**Project Description: Public Works Yard- Fencing Project Bid #11-094**

**Evaluation Process: Lowest Responsive & Responsible Bidder**

**Scoring criteria included the following:**

- 1. Lowest Bidder submitting a complete bid**
- 2.**
- 3.**

**Recommendation and basis: Award bid to Lowest Responsive and Responsible Bidder: Yavapai Fence Inc.**

TOWN OF CAMP VERDE



BID POSTING

Request for Bids  
Project # 11-094  
Public Works Yard – Fencing Project

BID OPENING  
January 10, 2012, 10:35 a.m.

Present: Steve Burroughs, Public Works Project Manager. Deborah Ranney Admin. Assistant  
Roger Adams, Adams Fence and John McNelly, Northern Fence

Bids

BIDS RECEIVED		
COMPANY	ADDRESS	Total Bid
Associated Fence	7630 N 67 <sup>th</sup> Ave, Glendale AZ 85301	\$43,120.58
American Fence	7301 First St. Prescott Valley, AZ 86314	\$43,659.77
Yavapai Fence	4560 W. Old Corral Ln. Camp Verde, AZ 86322	\$42,759.00
Adams Fence LLC	503 W. Watkins, Phoenix, AZ 85003	\$46,241.55
Northern Fence	2304 E. 6 <sup>th</sup> Avenue, Flagstaff, AZ 86004	\$42,769.65

Posted By: Deborah Ranney Date/Time 01-10-12 @ 1:15 p.m.

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

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



**Town Council**

Mayor: Bob Burnside

Vice Mayor: Bob Kovacovich

Council Member: Jackie Baker

Council Member: Alan Buchanan

Council Member: Bruce George

Council Member: Carol German

Council Member: Robin Whatley

**Public Works Department**  
**Public Works Yard**  
**Fencing Project**

**TOWN OF CAMP VERDE BID NO.: 11-094**

**Bid Documents prepared by:**

**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)**

**AGREEMENT**

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of January, 2012, by and between the Town of Camp Verde, Yavapai County, State of Arizona (herein called the "**Town**") acting herein by the **Mayor, Bob Burnside**, and Common Council, party of the first part, and Contractor, Yavapai Fence Inc. (hereinafter called the "**CONTRACTOR**") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the CONTRACTOR to render construction services for the perimeter fencing at the Public Works Yard on Industrial Drive in Camp Verde - Bid No.:**11-094 Public Works Yard – Fencing Project**

**1. Work**

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

**2. Access to Information**

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

**3. Project Manager - Administration**

The Town of Camp Verde has designated the Public Works Director, Ron Long P.E., as Project Administrator; Project Management will be facilitated by Steve Burroughs. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

**4. Agreement Times**

The work will be completed and ready for final payment within **90** calendar days of the date in the Notice to Proceed. The CONTRACTOR has submitted a project schedule to the TOWN Project Manager with their sealed bid.

**5. Compensation**

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: \$42,759.00 (Forty Two Thousand, Seven Hundred, Fifty Nine Dollars) 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**

The Project Manager shall verify completion of all work as outlined in Exhibits "A and B".

**6. Indemnification**

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

**7. Termination of agreement**

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

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

b. The Town of Camp Verde may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the agreement is terminated by the TOWN 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.

**9. 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.

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

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

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

**11. Insurance**

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

- a. Commercial General Liability
  - General Aggregate .....\$2,000,000
  - Each Occurrence .....\$1,000,000
- b. Property.....\$1,000,000
- c. 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.

**13. Agreement Documents**

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

- a. This Agreement including: Terms and Conditions: Exhibit "A"
- b. General Scope of Work: Exhibit "B"
- c. Performance, Payment and other Bonds: The bidder to whom an award is made will be required to execute a Performance and Payment Bond, each in 100 percent of the amount of the bid.
- d. Certificate of Insurance
- e. Notice of Award
- f. Notice to Proceed
- g. All bidding documents
  - i) Request for Bids
  - ii) Project/Bid & Contractor's Schedule

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

Town of Camp Verde

Approved as to Form:

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

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

*Attest:*

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

\_\_\_\_\_  
*Town Manager, Russ Martin*

*CONTRACTOR: Yavapai Fence Inc.*

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

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

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**1. Changes**

The Town of Camp Verde 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 of Camp Verde 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 of Camp Verde. 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. Assign ability**

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 of Camp Verde thereto: Provided, however, that claims for money by the CONTRACTOR from the Town of Camp Verde under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town of Camp Verde.

**4. Payment**

A cost estimate of materials delivered to the work site may be submitted by the CONTRACTOR to The Town. Payment will be made to the CONTRACTOR, if in the opinion of the Town Project Manager, the delivered materials are certified. The submittal estimate shall be deemed certified/approved for payment after seven days from the date of submission unless the Town's Project Manager issues a written finding setting forth any items not approved for payment. The Town shall withhold final payment until The Town has received a satisfactory final inspection of the work and the Project Manager approves the project is complete as stipulated in the Scope of Work and bid.

**5. Copyright**

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

**6. 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.

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

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

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

A breach of the CONTRACTOR Immigration Warranty shall constitute a material breach of 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 Subcontractor employee who works on this Agreement to ensure that the CONTRACTOR or Subcontractor is complying with the CONTRACTOR Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any such inspections.

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

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

**8. 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.

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

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

**10. 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.

**Exhibit “B”  
Project Scope**

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**Project Scope**

Town of Camp Verde  
Public Works Yard, Peterson Road/ Industrial Road (Bid #11-094)

**GENERAL SCOPE OF SERVICES**

The Town of Camp Verde intends to hire a licensed Contractor to install an Eight Foot Chain-Link fence enclosing the Town’s new Public Works yard along the North, South, and West property lines. The entire project is located entirely on town property.

The Project will consist of the supply and installation of an eight (8’) foot chain-link fence topped with three strands of barb-wire per the specifications. Fencing will require the contractor to clear and grub native vegetation growing within the fence lines (minimum 8’ in width). The contractor will be responsible to maintain the adjacent roads in a safe condition, and repair any damages to existing roadways.

**Scope of Work**

**Submit a Traffic Control Plan to Public Works for Approval:** It shall be the contractor’s responsibility to provide adequate traffic control for the entire project as needed.

**Provide Traffic Control Per Plan:** The Contractor shall provide traffic control per the approved traffic control plan during the entire project.

**“House Keeping” and Site Cleanup:** The contractor shall provide daily cleanup of the construction site (sweeping streets, providing proper traffic control devices, etc.) will be required. Upon completion cleanup and remove all excess material and debris resulting from the construction activities. The road shall be mechanically swept to remove all dirt, mud, and debris. Disposal of all waste material shall be the responsibility of the contractor.

**Materials Storage:** The contractor shall store all construction materials and equipment within his own construction yard, on Town, or private off-street locations for which arrangements have been made by the Contractor and preapproved by the Town of Camp Verde Public Works Department. The contractor will be required to furnish evidence of permission to use any site proposed as staging or storage area for this project.

**Blue Stake and Utilities:** The contractor is responsible for complying with the Blue-Stake requirements prior to construction and protecting any utilities found to be within the construction zone.

**Project Control:** The Town will provide boundary staking that shall be maintained by the contractor. Any additional survey work and staking necessary to complete the project per plan will be the responsibility of the contractor.

**Compliance:** It is the contractor's responsibility to ensure compliance with all Town, County, State and Federal; standards, codes, ordinances, and Regulations pertaining to this work and job safety.

**Project Approval and Final Acceptance:** Inspection and approval of work will be performed by representatives of the Town of Camp Verde during the construction process. A final inspection is required to ensure proper completion of the work per the plans and specifications. Inspection and approval by the Town Project Manager is required prior to final acceptance and payment.

### Specifications

Chain Link Fencing with Three Strand Barb-Wire Topper	
	Minimum Standards
Terminal Posts	End, corner and gateposts: 2 7/8" O.D. galvanized pipe, furnished complete with all necessary bracing, fittings, etc. Gateposts for single gate panels over 8' wide and double panels over 16' wide use 4" O.D. pipe. Gate posts for single panels over 12' wide and double panels over 24' wide use 4 1/2" O.D. pipe. Gate posts for single panels over 16' wide and double panels over 32' wide use 6 5/8" O.D. pipe. Note: All end corner and gateposts to be ASTM-A120 Schedule 40 Pipe
Line Post Dia.	2 3/8" Galvanized pipe complete with post tops with barbed wire overhang arms @ 45 degree angle. Note: all to be CQ20 pipe
Top Rail Dia.	1 5/8", Galvanized pipe coupled with slip on rail sleeves for maximum 21' standard length Note: all to be 16 gauge - .065
Wall Thickness	16 Gauge - .065"
Fabric	Chain Link, 2" mesh x 9 gauge galvanized Class 5 wire, Type II Class 2 fabric
Coating	Hot Dip Galvanized
Height	96"
Selvage	Knuckle & Barbed
Gates	Gate frames 1 5/8" O.D. galvanized pipe, welded construction to match fence. Complete with industrial steel hinges, drop pin latch and one-foot bolt on double panels. Hinges to permit opening 180° one way.
Fittings	All fittings are made from first grade, malleable iron, pressed steel or aluminum. Tie wire to be 9 gauge, aluminum.
Bottom Wire	9 gauge (3.4mm) galvanized steel
Barb-Wire	12 1/2 gauge three strand with 4 point barbs spaced at 6",

	galvanized
Post Spacing	Line posts are spaced in line fence, maximum 10' apart
Post Footings	All line and terminal posts shall be set in concrete footings of the proper diameter and shape to ensure adequate support. Concrete is 20.0 Mpa or 2,900 psi. @ 28 days. Line posts only need 2'-6" in depth with the post embedded 24" and the hole being 10" in dia.. Corner and Gate posts need to be 3'-0" in depth with the post embedded 2'-6" and the hole being 10" in dia..
Weight per foot Coating	1.5 ounces of zinc per ft <sup>2</sup>
Roll Size	50 ft. per roll
Meet or Exceed	Fed. Spec. - RR-F-191/1D ASTM Spec. - A-392-81-Class 2 AASHTO Spec. - M-181