

MINUTES  
Goldfield Property Owners Association  
Board of Directors Meeting  
October 24, 2011  
Fountain Hills Community Center

Board member attendees: Bob Waldo, Bob Kammerle, Randy Haines. Marty White attended telephonically. Tom Zollars joined the meeting telephonically after item # 8 below. Invited guest: Mickey Latz. Member attendees as reflected on attached sign-in sheet (but subsequently members Tom Bruckman and Fred Wolfe also joined). In the President's absence, Bob Kammerle conducted the meeting.

1. Bob Kammerle called the meeting to order at 5:00 pm (MST). Roll call reflected the attendance of all Directors as listed above.
2. Randy Haines moved to approve the minutes of the meeting of September 28, 2011, Bob Waldo seconded the motion, and it was adopted unanimously.
3. On agenda item # 3, after discussion acting Chairman Kammerle decided not to reorder the agenda.
4. On agenda item # 4, Randy Haines moved for the Board to accept the bid for engineering services submitted by Everland Engineering Associates (copy attached hereto) and Bob Waldo seconded the motion. After discussion, Bob Waldo offered a friendly amendment that acceptance of Everland's bid be subject to a meeting between Board members and George Everland and satisfactory agreement on the time frame in which the building permits would be ready for submittal to the County, and Randy Haines accepted the amendment. As amended, the motion passed unanimously.
5. Bob Waldo moved that, subject to the meeting and agreement on a satisfactory time frame, Marty White be authorized to sign the contract with Everland Engineering Associates and pay the requested \$4,000 retainer. Marty White seconded the motion and it was adopted unanimously.
6. Mickey Latz raised the question whether he should pay the invoice from Anderson-Nelson for \$780.75 for the purchase of topos from the County, stating that he had been instructed by Marty White to withhold payment. Marty White proposed that the bill not be paid because the topos were not useful because they would not satisfy the County's requirements for a permit application for the chip sealing. Randy Haines pointed out that the invoice had already been authorized for payment as reflected in the Minutes of September 13, item # 4. No motion was made to rescind that authorization.
7. Mickey Latz raised the issue whether he was authorized to pay the five invoices from S&H Grading for the recent grading, in the amounts of \$3,074.27 for Phase I; \$5,116.79 for Phase II; \$2,058.24 for Phase III; \$683.46 for Phase IV; and \$780.35 for Phase V. Bob Waldo

moved to authorize payment of those invoices, Bob Kammerle seconded the motion, and it passed unanimously.

8. Mickey Latz raised the issue why the Golden Valley management contract for 2012, together with its addendum maintaining the monthly fee at \$600, which had been approved at the September 28 meeting, item # 4, had not been signed. Randy Haines moved that any director present at the meeting be authorized to sign the contract and addendum, Bob Kammerle seconded the motion and it passed unanimously.

9. Mickey Latz raised the question whether the Board wanted to move the approximate \$171,000 that is in the National Bank of Arizona account, earning 0.1% annual interest, to First Associates Bank (in Dallas), where it could earn 0.45% interest, and where the operating account is currently located. The total of the NBA reserve account plus the current operating account would still be less than the \$250,000 FDIC insurance limit. Randy Haines moved, and Bob Kammerle seconded to move the NBA account to First Associates and, after discussion, the motion passed unanimously. This has no effect on the reserve account of approximately \$250,000 that is at Compass Bank earning 0.25% interest.

10. Marty White moved that the Board hire James Hazlewood to provide a legal opinion whether Arizona's planned community statute, A.R.S. §§ 33-1801 *et seq.*, applies to the Association, and Bob Waldo seconded the motion. After discussion, Bob Waldo withdrew his second for the stated intent to table the motion for consideration at another meeting. The motion was effectively tabled for lack of a second.

11. For purposes of discussing agenda item # 5 as well as a member's request to waive interest, late fees and charges for a demand letter, Randy Haines moved to go into executive session, Bob Kammerle seconded the motion and it passed unanimously.

12. At 5:55 pm, Randy Haines moved to adjourn the executive session, Bob Kammerle seconded the motion and it passed unanimously.

13. The Board entertained questions and comments from member attendees Carol Bruckman, Tom Bruckman, Fred Wolfe and Virgil Dutton.

14. Randy Haines moved to adjourn, Bob Kammerle seconded the motion, and the motion passed unanimously. The meeting adjourned at 6:30 pm.

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Randy Haines, Assistant Secretary

EVERLAND ENGINEERING ASSOCIATES

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PHOENIX, ARIZONA 85085-8839

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Proposal Submitted To:  
GOLDFIELD PROPERTY OWNERS ASSOC.

Proposal date: Oct. 6, 2011

C/o Randy Haines  
12140 N. Sin Vacas Trail  
Fort McDowell, AZ 85264  
Email: [krhaines@wydebeam.com](mailto:krhaines@wydebeam.com)

Site Location:  
GOLDFIELD RANCH  
Road Chip Seal Project

PROJECT: Permit Plans for Road Chip Seal Project (8.41 miles +/-)

SCOPE OF WORK:

A.- The following items of work are INCLUDED under this proposal:

1. Site inspection to confirm site conditions, etc.
2. Obtain Aerial Topography from qualified aerial company in conformance with accepted photogrammetric standards to provide 2' contours and planimetric detail of visible on-site improvements.
3. Provide surveyed aerial targets set by a Registered Arizona Land Surveyor as designated by the aerial photography company. The survey company would also locate existing drainage culverts under the roads with elevations to supplement the aerial topography.
4. Prepare Permit Plans as required by Maricopa County. These plans would be at a scale of 1"=50' or as designated by Maricopa County and include a corridor width of 100' along the roads. The total length of the roads is approximately 8.41 miles and includes those roads as shown on the attached sketch. These plans will show contours for the 100' wide corridors, driveways, road intersections, visible planimetric features, drainage culverts, and proposed limits of paving. They will also show the road easement lines and intersecting lot lines based on the recorded subdivision plats for Goldfield Ranch. Typical cross sections for the road surfacing will be provided.
5. Provide 2 sets of completed plans that are reproducible by the client. (Additional sets can be provided at costs to be reimbursed by the client).
6. Submit plans to Maricopa County for review. Discuss and meet with County staff as necessary to address any review comments and obtain approval.

7. (OPTIONAL): Provide aerial photo (orthophoto) of the flight area flown by the aerial photography company (Not required by the County but may be useful by the Association.

B.- The following items of work are EXCLUDED under this proposal:

1. Wash crossings will not be included per the RFP. Everland Engineering Associates (EEA) will determine in co-ordination with the county where the limits of paving will be on each side of the washes.
2. Drainage Analysis and/or Drainage Report (Not required per discussion with Mike Norris, County Drainage Supervisor, if the wash crossings are excluded).
3. Soil testing, pavement design, materials specifications.
4. Stormwater Pollution Prevention Plans (SWPPP) – Not anticipated if the roads are not being “re-graded”, but only being “prepared” for the chip-seal.
5. Construction layout, construction supervision, testing or inspections during the construction phase.
6. “As-Built Plans” (Not anticipated for this project).
7. Any review and or permit fees are to be paid by the Client.
8. The pavement section, materials and methods have been pre-determined by the Client in consultation with their designated contractor and EEA assumes no responsibility or liability for the pavement design, omission of soil testing by the Client, nor the performance of the design or his designated contractor. EEA is contracted solely to provide Site Plans necessary to obtain permits for the project from Maricopa County.

COSTS & PAYMENTS:

All work will be performed on a LUMP SUM basis at the following rates:

TOTAL	LUMP SUM .....	\$ 15,600.00
	*Optional Orthophoto (If requested) .....	+ \$ 750.00

Reimbursable Expenses (express mail, printing costs, etc. shall be billed to the Client at actual costs).

A Retainer in the amount of \$ 4,000 is requested prior to the commencement of work and will be applied to the final payment on the project.

The following Payment Schedule shall apply:

Retainer – prior to commencement of work .....	\$ 4,000.00
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Upon completion of Aerial Topography .....	\$ 6,600.00
Upon completion of Permit Plans for submission to County ...	\$ 4,000.00
<u>Upon Approval of the Permit Plans by the County .....</u>	<u>\$ 1,000.00</u>
TOTAL COSTS	\$ 15,600.00

\*Orthophoto (If Requested) – Upon delivery ..... \$ 750.00

GENERAL TERMS & CONDITIONS:

1. All payments are due when specified above. All payments not received in accordance with the above schedule will be billed interest and late charges at the rate of 1.5% per month (18% per annum).
2. If any work or services are terminated by the client prior to the completion of the work, the client shall be responsible for payment for that portion of work performed, based on percentage of completion or time and material expended, whichever is greater.
3. If any payment is not received when due, the remainder of the work will be terminated until payments are received in accordance with the schedule herein.
4. Any changes made in the layout configuration of the lot split, after initial acceptance by the client, shall result in charges for the changes based on time and material expended.
5. Any additional work requested by the client beyond the “Scope of Services” listed herein shall be billed on a time and material basis for the additional work or a separate quote shall be provided, if requested.
6. The Client shall, to fullest extent permitted by law, indemnify and hold harmless Everland Engineering Associates (EEA) his or her employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney’s fees and defense costs, arising out of or in any way connected with the performance by any of the parties named above of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of EEA.

ACCEPTANCE OF PROPOSAL:

The named client below states that the above prices, scope of services, terms and conditions (including payment terms) are satisfactory and are hereby accepted. He also states that he is the owner or agent and is authorized to enter into this contractual agreement, which is binding upon signing of this document.

Authorized Owner or Agent: \_\_\_\_\_

Date of Acceptance & Signing: \_\_\_\_\_

Signature: \_\_\_\_\_

Please sign and return a copy of this Agreement as Acceptance along with a check for the Retainer (\$ 4,000) in order to initiate commencement of the above work.

George R. Everland  
George R. Everland, PE, Owner  
*Everland Engineering Associates*

10-24-11

Bob Munin  
Carol Breckman  
Gina Wardo  
VIRGIL DUTTON