

AGENDA



**REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, APRIL 4, 2007
at 6:30 P.M.**

1. **Call to Order**

As a reminder, if you are carrying a cell phone, pager, computer, two-way radio, or other sound device, we ask that you turn it off at this time.

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) March 21, 2007 – Regular Session

b) Set Next Meeting, Date and Time:

1) Regular Session – April 18, 2007 at 6:30 p.m.

2) Council Hears Planning & Zoning – April 25, 2007 at 6:30 p.m.

3) Regular Session – May 2, 2007 at 6:30 p.m.

4) Regular Session – May 16, 2007 at 6:30 p.m.

5) Council Hears Planning & Zoning – May 23, 2007 at 6:30 p.m.

c) Possible approval of Proclamation declaring April 29 through May 5, 2007 as *Municipal Clerk's Week*.

d) Possible approval of Proclamation declaring April 15 through April 21, 2007 as *National Library Week 2007*.

e) Possible approval of Proclamation declaring the month of April as *Fair Housing Month*.

f) Possible authorization for Mike Casebier to donate 50 hours of sick time to Robert Chavez.

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

6. **Presentation by Camp Verde Unified School District Superintendent Jeff D. Van Handel on the District's May 15 Override Election.**

Councilor Baker requested item #7:

7. **Discussion, consideration, and possible direction to staff to send a letter to the CVUSD Board, County School Superintendent Tim Carter and to Governor Janet Napolitano expressing Council's deep concern over the Camp Verde Unified School District's decision to hold a separate election on May 15 with their polling place to be located at the District offices resulting in the likelihood of voter confusion in both the Town's and the District's elections.**

8. **Discussion, consideration, and possible appointment of a member to the Housing Commission to fill the vacant seat left by Bill Carter. This term expires in September 2008.**

Vice Mayor Hauser requested item #9:

9. **Discussion, consideration, and possible direction to staff to prepare a conceptual plan for the proposed Black Bridge Park. The plan, at minimum, is to include the access road to the park; access point(s) to the Verde River; neighborhood buffers; safety fencing type, location(s), and**

appearance; and address the approximate locations of the restrooms, trails, and amenities, including trash receptacles, animal waste disposal bags, picnic areas, ball fields, etc.

10. **Discussion, consideration, and possible award of bid for the CDBG 137-06 Downtown Park Improvements, Modular Restroom Project.** This is a budgeted item in CDBG.
11. **Discussion, consideration, and possible approval of the Intergovernmental Agreement by and between the Yavapai County Library District, the Montezuma Rimrock Fire District, and the Town of Camp Verde to provide library services to the residents of the Beaver Creek area of Yavapai County.**
12. **Discussion, consideration, and possible award of bid to resurface the pool deck. There is \$28,760 budgeted for this project.**
13. **Discussion, consideration, and possible approval of increasing the Street Department Seasonal Help line item from \$3,000 to \$11,000. The transfer in the amount of \$8,000 will come from from line item 20-70-76-9510, Chip Seal Maintenance, which has \$21,684.44 remaining. We do not anticipate any further chip seal costs this year.**
14. **Discussion, consideration, and possible award of contract to Carter & Burgess for Project #07-034, Request for Proposal and Statement of Qualifications to provide professional consultant services for the SR 260 Access Management Plan.** There is \$26,000 budgeted in the Transportation Enhancement line item. The remaining balance will be budgeted in the FY 07-08 Budget.

Councilor Baker requested item #15

15. **Discussion, consideration, and possible determination and/or direction to staff to prepare an ordinance prohibiting the sale of alcohol at Town-sponsored events.**
16. **Call to the Public for Items not on the Agenda.**

There will be no Public Input on the following items:

17. **Advanced Approvals of Town Expenditures**
 - a) **Possible approval to exceed the Clerk's Office Election Line Item by approximately \$5,000.** This is an under-budgeted item from the General Fund.
18. **Manager/Staff Report**
19. **Council Informational Reports** Individual members of the Council may provide brief summaries of current events and activities. These summaries are strictly for informing the 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.
20. **Adjournment**

Posted by: O Jones

Date/Time: 3-30-07

8:10 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.

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, MARCH 21, 2007
at 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 Gioia, Vice Mayor Hauser, Councilors Smith, Baker, Kovacovich, Parrish and Parry were present.

Also Present: Town Manager Bill Lee, Town Attorney Brad Woodford, Community Development Director Nancy Buckel, Councilor-Elect Greg Elmer, Parks & Rec Director Lynda Moore, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Parrish.

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

a) **Approval of the Minutes:**

- 1) March 7, 2007 – Regular Session
- 2) March 7, 2007 – Executive Session
- 3) February 28, 2007 – Regular Session

b) **Set Next Meeting, Date and Time:**

- 1) Council Hears Planning & Zoning – March 28, 2007 at 6:30 p.m.
- 2) Regular Session – April 4, 2007 at 6:30 p.m.
- 3) Regular Session – April 18, 2007 at 6:30 p.m.
- 4) Council Hears Planning & Zoning – April 25, 2007 at 6:30 p.m.

c) **Possible approval of Resolution 2007-720, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, declaring and adopting the results of the Primary Election held on March 13, 2007.**

d) **Possible acceptance of Bill Carter's resignation from the Housing Commission.**
On a motion by Baker, seconded by Kovacovich, the Consent Agenda was unanimously approved, with the Minutes of March 7, 2007 corrected as follows: Page 5, second paragraph, "Rural Metro's" should be "Rural Development's".

Councilor Kovacovich directed attention to an error on Page 5, second paragraph of the Minutes dated March 7, 2007; the correction was noted.

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

Jean Jones, after distributing pictures to illustrate her concerns, described what she believes is a dangerous traffic situation in the vicinity of Azure Drive and Cliffs Parkway, requesting the Council to look into the problem before a life is taken. *Mayor Gioia directed Lee to have the Street Department handle the problem.*

Scott Simonton said he had just learned of the proposal to exchange Butler Park for land dedicated to the School District, and wanted to state on record that in no way does he want to take the only park the Town has, and requested that the Council remove the item from the agenda.

There was no further public input.

6. **Presentation on the State Lake Improvement Fund grant (Black Bridge Park) followed by discussion, consideration, and possible direction to staff on how to proceed with this project.**

On a motion by Kovacovich, seconded by Hauser, the Council voted 6-1 to direct staff to place the restrooms over to the left side, and the trail down to the river wherever the trail lends itself best to going down; with Gioia opposed.

Town Manager Lee reviewed the background of meetings held in connection with the Black Bridge Park, and detailed the compromise reached between Town staff, representatives of Town Commissions and the concerned residents. Although implementing the steps to be taken will require months of work as well as addressing archaeological considerations, Lee said that work can be done now on the trails system and getting the restrooms in place.

During the Council discussion, alternate suggestions were made, including using the parking already available at the library and former Marshal's site, and walking into the Park leaving it as it is. There was mixed reception among the members regarding the proposal for a new road, referred to as Option (c), and the estimated cost of construction.

PUBLIC INPUT

Tom Neilson said that the Town should get the library moving; working on the park is putting the cart before the horse.

Perry Haddon, Trails & Pathways Commission Chairperson, said that his Commission has twice voted unanimously to have the entrance to the park where it is now, primarily because of the cost for a new road. He agreed with the idea of parking at the old Marshal's office.

Robin Whatley said that traffic is already a problem; she agreed with Baker's idea for parking and carrying canoes in. Also, one of the tenets of the General Plan was that the community did not want the Town "messing with our neighborhood."

Jim Ellington commented on the cost issue brought up by Haddon and the objection to bisecting the park; the Town Engineer had clarified those needs. And as far as putting the cart before the horse, the Town needs to show the State that we are serious; get the park done.

Paul Clawson said that with the compromise reached, the residents are giving up something and the Town is giving up something. He stated that Option 'C' is the best choice and is supported by the residents. As for the Trails Commission, it was not their decision to make.

Kathy Davis questioned what authority Town staff has to change the designated use of a road; is that authority in the Town Code. Ms. Davis advocates more public involvement in future planning.

Lynn Reddell explained the responsibility of the Trails Commission to address items brought before them; Black Bridge Park is a community park, not just a neighborhood park.

Bob Bussing complained that the Council is wasting time talking about a park that Bill Lee has said nothing can be done on until the Town gets approval from SHPO. It is crazy. Get the sewer and water in line before these other projects are started.

Patricia George said that she has seen 20 to 30 vehicles loaded with kayaks in her area, adding that you do not want that going past people's yards.

There was no further public input.

During further discussion Lee again outlined the compromise that had been reached. There were two different motions proposed, one including a direction to staff to draw up a plan depicting the specific locations of improvements, and the other to bring the matter back to Council after the NEPA clearance and input from both Parks & Rec and Trails Commissions, each of which failed for lack of a second.

Following formal action regarding the placement of the restrooms and the trail down to the river, Lee said he will provide a plan, adding that the motion will allow staff to move forward and get the biggest part of the grant contract built. The Council can meet and talk about the rest later.

7. **Discussion, consideration, and possible approval of a 60/40 split of alcohol sales with the Verde Valley Rangers Sheriff's Posse at the following events: Crawdad Festival, Cornfest, Block Party, Pioneer Days, and Ft. Verde Days.**

On a motion by Kovacovich, seconded by Gioia, the Council voted 5-2 to continue the 50-50 split of alcohol sales already in effect with the Verde Valley Rangers Sheriff's Posse; Smith and Baker abstained.

Parks & Rec Director Moore explained the request of the Verde Valley Rangers for an increase in their take of the sales of alcohol; there was no one present representing the Verde Valley Rangers.

The Council discussed the prior understanding that the split would be 50-50, the responsibilities of the Rangers, and the suggestion that the local bars should be approached to sell the alcoholic drinks to patrons on their own premises; there were also statements of continuing objection to the Town sponsoring sales of alcohol.

PUBLIC INPUT

Jim Ellington spoke in support of the Verde Valley Rangers, saying that they have taken over around 90% of the responsibilities and will be taking on the clean-up as well.

There was no further public input.

8. **Discussion, consideration, and possible approval of approval of the amended Exhibit A, Administrative Services 2007 Fee Schedule as established by Resolution 2007-718, revising the Parks & Recreation Fee Schedule, adding a \$10.00 fee for use of electric at the Ramada, Gazebo, and Butler Park.**

On a motion by Gioia, seconded by Baker, the Council unanimously approved amended Exhibit A, Administrative Services 2007 Fee Schedule as established by Resolution 2007-718, revising the Parks & Recreation Fee Schedule, adding a \$10.00 fee for use of electric at the Ramada, Gazebo, and Butler Park.

Moore said that her department is beginning to get requests to provide electric service for events at the Ramada, Gazebo and Butler Park, and believes that adding a \$10.00 fee would be reasonable.

The Council briefly discussed the issue, with Lee pointing out that Parks & Rec is service oriented to provide amenities to the community, and Moore confirming that assessing the fee does not increase the administrative cost.

PUBLIC INPUT

Ann Everett suggested that, rather than have to increase the fee in the future, to just double the requested fee to \$20 now.

There was no further public input.

9. **Discussion, consideration, and possible direction to staff regarding a proposal for the Town to exchange Butler Park for the 10 acres in Simonton Ranch which is currently dedicated to the Camp Verde Unified School District.**

On a motion by Smith, seconded by Parrish, the Council voted unanimously to table this item.

Lee said that the exchange had been proposed by the Schools Superintendent; however, neither he nor a representative from his office was present to support the request.

There was no public input.

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

Rob Witt spoke regarding land donated to the Town by a developer and intended for a specific purpose. Witt said that is done because the developer wants to provide amenities for the subdivision. Changing the use in effect takes away benefits that the developer wanted to give to the people.

11. **Advanced Approvals of Town Expenditures**

a) There are no advanced approvals.

There were no advanced approvals requested.

12. **Manager/Staff Report**

Lee reported that the Town is losing two employees who have tendered their resignations: Mike Casebier, Grants Administrator, and Ray Floyd, Building Inspector.

13. **Council Informational Reports**

Smith reported on the Cocopai RC&D meeting and the anniversary activities of Clarkdale; also, the impact fees will go into effect Thursday morning, and staff has been working hard to help the community regarding pending permits.

Baker thanked the employees for their hard work under difficult conditions, thanked everyone for their vote, and announced the Chamber of Commerce luncheon this coming Friday.

Kovacovich commented that Main Street is finally completed, and it looks great.

Parry spoke about the Copper Canyon cleanup. He also added his congratulations to Tony for his reelection as Mayor.

Parrish said he had participated in the Sedona St. Patrick's Day Parade; his group won First Place in their division.

Hauser thanked everyone for their expressions of support and caring during her husband's recent surgery, and also reported on the Verde Watershed meeting.

Gioia also commented on the Copper Canyon cleanup, adding that it was far different from what it was a year ago. Gioia said he also attended Sedona's St. Patrick's Day Parade. Gioia brought attention to the attendance of Greg Elmer at the Council meeting tonight.

14. **Adjournment**

On a motion by Baker, seconded by Hauser, the meeting was adjourned at 8:45 p.m.

Tony Gioia, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 21st day of March 2007. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2007.

Debbie Barber, Town Clerk



TOWN OF CAMP VERDE PROCLAMATION

MUNICIPAL CLERKS WEEK April 29 through May 5, 2007

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk proves the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on function of local government community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I Tony Gioia, Mayor of Camp Verde do recognize the week of April 29 through May 5, 2007, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerks and to all Municipal Clerks for the vital service they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Town of Camp Verde, Arizona, this 4th day of April 2007.

Tony Gioia, Mayor

ATTEST:

Deborah Barber, Town Clerk



**Town of Camp Verde
Camp Verde, Arizona**

PROCLAMATION

National Library Week 2007

WHEREAS, libraries play a vital role in supporting the quality of life in communities;

WHEREAS, libraries are part of the American Dream – places for opportunity, education, self-help, and lifelong learning;

WHEREAS, libraries bring you a world of knowledge both in person and online;

WHEREAS, libraries are a key player in the national discourse on intellectual freedom, equity of access, and narrowing the “digital divide;”

WHEREAS, libraries, librarians, library staff, volunteers, and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that we, the Mayor and Common Council of the Town of Camp Verde, do hereby proclaim April 15-21, 2007 as **National Library Week**. We encourage all residents to visit our library this week to take advantage of the wonderful library resources and to thank their library workers for making information accessible to all who walk through the library’s doors, and to see why now is the perfect time to come together at your library.

Issued this 4 day of April 2007.

Tony Gioia, Mayor

ATTEST:

Deborah Barber, Town Clerk

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date: April 4, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact): Possible approval of Proclamation declaring the month of April as "Fair Housing Month".

PURPOSE AND BACKGROUND INFORMATION: The Housing Commission at the regular meeting held March 20th, made a formal recommendation to Council to proclaim the month of April as "Fair Housing Month".

STAFF RECOMMENDATION(S): Approve

LIST ALL ATTACHMENTS: Draft Proclamation, "Fair Housing Month"

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$

Comments: N/A

Fund:

Line Item/:

Submitting Department: Housing & Neighborhood Revitalization **Contact Person:** Matt Morris

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

**Town of Camp Verde
Camp Verde, Arizona**

PROCLAMATION

Declaring April as:

Fair Housing Month

- Whereas,** the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act and the Fair Housing Amendments Act of 1988 prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familial status or national origin; and
- Whereas,** the 1986 and 1988 federal *Fair Housing Acts* declare that it is a national policy to ensure equal opportunities in housing; and
- Whereas,** April has traditionally been designated as *Fair Housing Month* in the United States,

NOW THEREFORE, I, Tony Gioia, Mayor of the Town of Camp Verde, Camp Verde, Arizona, do hereby proclaim April as:

Fair Housing Month

In the Town of Camp Verde, and do hereby urge all residents of this community to comply with, and show their support for the letter and spirit of the *Fair Housing Acts*.

Issued this 4th day of April 2007.

Tony Gioia, Mayor

ATTEST:

Deborah Barber, Town Clerk

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Work

Meeting Date: April 4, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Visual

AGENDA TITLE: (Be Exact): Donation of 50 hours Sick time to fellow Town employee Robert Chavez

PURPOSE AND BACKGROUND INFORMATION: I would like to donate my sick time (50 hours) to Robert Chavez prior to my last day of work for the Town of Camp Verde. I was told by Dane Bullard that only Town Council could approve this request. Bobby has no Sick time and in fact has "borrowed" time from other generous Town employees for his surgery and recovery.

STAFF RECOMMENDATION(S): Approve

LIST ALL ATTACHMENTS:

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$

Comments:

Fund:

Line Item/:

Submitting Department: Personal

Contact Person: Michael Casebier

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date: April 4, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: Presentation by Superintendent Van Handel on Camp Verde Unified School District's May 15th override election.

PURPOSE AND BACKGROUND INFORMATION: To inform Town Council and the public on the School District's budgetary needs.

STAFF RECOMMENDATION(S): None

LIST ALL ATTACHMENTS: 2007 M&O Override Election Matrix

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input checked="" type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$0

Comments:

Fund:

Line Item/:

Submitting Department:Adm.

Contact Person:Bill Lee

Town Manager/Designee: _____

Bill Lee

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

2007 M&O Override Election

Current	Without Override	With Override
Art		
0.5 Elem	0.5 K-5	1.0 K-5
0.5 MS	0.5 6-8	1.0 6-8
1.0 HS	1.0 HS	1.0 HS
Music		
0.33 K-5	0.0 K-5	1.0 K-5
0.33 6-8	0.0 6-8	1.0 6-12 Choral
0.33 9-12	0.0 9-12	1.0 6-12 Band
PE		
1.0 K-5	1.0 K-5	2.0 K-5**
2.0 6-8	1.0 Male/1.0 Female 6-8	1.0 Male/1.0 Female 6-8
1.0 +Aide HS	1.0 +Aide HS	1.0 Female HS 1.0 Male HS
Smaller K-2 Class Size		
5.0 K Teachers 1:21	5.0 K 1:21	6.0 K 1:17
6.0 1 Teachers 1:23	6.0 1 1:23	7.0 1 1:19
6.0 2 Teachers 1:20	6.0 2 1:23	7.0 2 1:19
Teacher on Assignment, Gifted Education and Mentor*		
0.2 Gifted	2.0 Gifted/1.0 Mentor*	2.0 Gifted/1.0 Mentor*
0.0 Mentor	0.5 ES Gifted/0.5 Mentor	0.5 ES Gifted/0.5 Mentor
	0.5 ES Gifted/0.5 Mentor	0.5 ES Gifted/0.5 Mentor
	1.0 MS Gifted/Honors 6th	1.0 Gifted
Teacher on Assignment as Activity Director/Dean		
0.0 ES Activity Director/Dean		0.5 ES PE/Activity Director/Dean
0.0 MS Activity Director/Dean		0.5 ES PE/Activity Director/Dean
		<i>or;</i>
		0.5 Gifted/0.5 Activity Director/Dean
		0.5 Gifted/0.5 Activity Director/Dean
		1.0 ES PE addition**
Aides		
		Aides +5800 hours
0.0	0.0	2700 Lunch ES
0.0	0.0	1800 Lunch MS
0.0	0.0	1300 Lunch HS

M&O District Budget Funded

Current	Without Override	With Override
5.0 3rd	5.0 3rd	6.0 3rd
4.0 6th	4.0 6th	5.0 6th add honors class
3.8 HS English	4.0 HS English	4.0 HS English
0.8 HS Spanish	1.0 HS Spanish****	1.0 HS Spanish****
2.4 HS Science	2.8 HS Science	2.8 HS Science
2.2 HS Social Science	2.4 HS Social Science	2.4 HS Social Science
	0.3 M&O 0.2 Voc funded unsecured	0.3 M&O 0.2 Voc funded unsecured
0.0 SRO	1.0 SRO 0.5 Grant unsecured	1.0 SRO 0.5 Grant unsecured
9.75 Custodial	11.25 Custodial	11.25 Custodial
2.0 Maintenance/Grounds	3.0 Maintenance/Grounds	3.0 Maintenance/Grounds

1.0 = one full time staff position, 0.5 = one half-time staff position, etc.

*Mentors funded by M&O

**Elementary PE teacher funded from M&O override Teacher on Assignment

***Teacher has one year to secure Gifted Endorsement

****0.2 FTE increase at High School committed to Middle School for 2007/2008

Public Service Announcement

Camp Verde area residents will have 2 elections on May 15th this year. The Town of Camp Verde will hold a runoff General Election and the Camp Verde School District will hold an Override Election. The difference is, one election will be vote-by-mail and one election will be held at a polling place. This may be a little confusing for voters who are in both districts so please read below for special instructions.

For the Town's election, the Yavapai County Voter Registration department will mail ballots to all registered voters within the Town limits the week of April 23, 2007. Voted ballots (in their signed affidavit envelopes) must be received by 7:00 pm on Election Day, Tuesday, May 15, 2007 in order to be counted. You may mail your ballot back to Yavapai County Voter Registration, drop it off at the Camp Verde Town Clerk's office or in the special ballot drop boxes located in Camp Verde (Town Clerk's Office or Yavapai-Apache Reservation), Cottonwood or Prescott (at the County buildings). Questions regarding the Town's election may be directed to Debbie Barber, Camp Verde Town Clerk, (928) 567-6631.

The school's election will be held at Camp Verde Unified School District, 410 Camp Lincoln Rd, Camp Verde on Election Day, May 15, 2007. The polls will open at 6:00 am and close at 7:00 pm. To request an early ballot call the school district at 928-567-8000. Early voted ballots (in their signed affidavit envelopes) may be mailed or dropped off at Camp Verde Unified School District and must be received by 7:00 pm on Election Day, Tuesday, May 15, 2007 in order to be counted. Questions regarding the School's election may be directed to the Camp Verde Unified School District, (928) 567-8000. Yavapai County Elections and Voter Registration are not affiliated with this election.

Some Do's and Don'ts:

Do Vote in both elections if you are eligible. It may seem a little strange to cast 2 ballots but you are entitled to vote.

Don't put both ballots in the same envelope. They need to go to different places to be counted.

Don't mix up your ballots. Use the return envelope that comes with your ballot to ensure your vote counts.

Don't drop off your Town ballot at the polling place.

Don't drop off your School ballot at Town Hall or the County offices.

Do call if you have questions.

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Regular

Meeting Date: April 4, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact): Discussion, consideration and possible appointment to the Camp Verde Housing Commission to fill current vacant seat. The term expires September 2008.

PURPOSE AND BACKGROUND INFORMATION:

STAFF RECOMMENDATION(S): None

LIST ALL ATTACHMENTS: Letter of interest from Dr. Sharon Roddan

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$

Comments: N/A

Fund:

Line Item/:

Submitting Department:

Contact Person:

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

TOWN OF CAMP VERDE
473 S. MAIN STREET SUITE 102
CAMP VERDE, AZ 86322
PHONE: (928)567-6631

COMMISSION/COMMITTEE/BOARD INTEREST FORM

NAME: Dr. SHARON P. J. ROODAN, Esq.
PHYSICAL ADDRESS: 1487 Horseshoe Bend #77 Camp Verde, Az 86322
MAILING ADDRESS: SAME
PHONE (HOME): (928)567-5800 (WORK): Same e-mail SROODAN@ix.netcom.com
cell (949) 285-1176

**WHICH COMMISSION/COMMITTEE/BOARD ARE YOU INTERESTED IN?
(ONE FORM FOR EACH COMMISSION/COMMITTEE/BOARD)**

- | | | | |
|-------------------------------------|-----------------------------|--------------------------|--|
| <input type="checkbox"/> | DESIGN REVIEW | <input type="checkbox"/> | EQUESTRIAN ARENA FACILITY COMMITTEE |
| <input type="checkbox"/> | BOARD OF ADJUSTMENTS | <input type="checkbox"/> | LIBRARY ADVISORY COMMISSION |
| <input type="checkbox"/> | BOARD OF APPEALS | <input type="checkbox"/> | PARKS AND RECREATION COMMISSION |
| <input type="checkbox"/> | TRAILS & PATHWAYS COMMITTEE | <input type="checkbox"/> | PLANNING AND ZONING COMMISSION |
| <input checked="" type="checkbox"/> | HOUSING COMMITTEE | <input type="checkbox"/> | TOWN COUNCIL (vacancy in middle of term) |

PLEASE ANSWER THE FOLLOWING QUESTIONS
(Attach additional sheet if necessary)

1. Why do you want to serve on this commission? _____

I am a co-owner of The Willows at Camp Verde, a 55+ manufactured home community of 100 homes. In addition, I co-own Diamond Homes, Inc which distributes manufactured, and both frame-on and frame-off modular homes. Clearly, affordable housing is my passion

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent. _____

We purchase The Willows about 4 yrs ago and we have fallen in love with Camp Verde. By education, I hold a bachelor's degree in Organic Chemistry, a Doctor of Pharmacy degree, and a Juris Doctor degree. I am a registered pharmacist in CA + Nevada, admitted to the bar in CA and admitted to the federal patent bar

3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this commission? _____

I understand the huge need for work force housing in Arizona. I have experience in both leasehold communities and fee-simple communities. I feel that my background in all aspects of affordable housing would be a asset to the committee.

4. What do you believe the duties of this commission are and how much time do you expect to spend accomplishing these tasks? _____

In discussions with the chairperson of the committee, I understand the duties of the commission and I am a hard worker and am committed to spend whatever time it takes to accomplish the goals of the committee.

5. (Answer only if you are applying for Planning & Zoning Commission) Have you read the Camp Verde General Plan? How does the General Plan relate to decisions you will be making as a commissioner? What do you think of the General Plan as it is now and where do you see it going in the future? _____

N/A

SIGNATURE: _____

Dr. Alan J. Rodden

DATE: _____

11-9-2006

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL	<i>11-9-06</i>	<i>3-27-06</i>
STAFF CONTACTING INDIVIDUAL	<i>D. Jim</i>	<i>D. Jim</i>
DATE APPEARED BEFORE COUNCIL	_____	_____
DATE APPOINTED	_____	_____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Work

Meeting Date: April 4, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Visual

AGENDA TITLE: (Be Exact):

PURPOSE AND BACKGROUND INFORMATION: Possible Award of Bid For CDBG 137-06 Downtown Park Improvements, Modular Restrooms

STAFF RECOMMENDATION(S): Approve award to lowest bidder

LIST ALL ATTACHMENTS: Bid Contract

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input checked="" type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount Yes \$200,000.00 CDBG

Comments: Town may have to amend CDBG contract to move additional \$11,000 for this construction project

Fund: CDBG 137-06

Line Item/:

Submitting Department: Grants

Contact Person: Michael Casebier

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

March 23, 2007

Mike Casebier
City of Camp Verde
473 S. Main St., Suite 102
Camp Verde, AZ 86322

Quotation No.# B073-22280

Dear Mike:

We have the pleasure of offering for your consideration the following quotation, subject to the conditions of acceptance listed, which together constitutes our formal offer.

Our quotation for the Cheyenne with porch precast concrete flush toilet and shower facility is as follows:

	<u>Per Building</u>
The standard Cheyenne with porch precast concrete flush toilet and shower, in an integral earthtone color, horizontal lap/river rock exterior walls and simulated cedar shake textured roof, galvanized steel doors in restrooms and chase area, stainless steel doors with louvers in shower rooms, standard locks, latches, and dead bolts, four (4) lavatories, five (5) water closets, one (1) urinal, two (2) ADA showers, two (2) non-ADA showers, four (4) wet location exhaust fans, nine (9) floor drains, four (4) CXT mirrors, four (4) GFI outlets, two (2) 80 gallon water heaters, lighting in chase area, five (5) 3-roll toilet paper dispensers, and four (4) push button shower valves, with stainless steel fixtures, pre-plumbed and pre-wired; F.O.B. Spokane, Washington; building quote includes Arizona State approvals, inspections, and permits. (Customer is responsible for local permitting)	\$193,132.50 EA
Freight of the building sections to the accessible site in the Camp Verde, Arizona area.	\$30,533.00 EA
Crane to offload the building and post-tension the sections together onto a customer prepared gravel pad.	\$12,777.78 EA
Hook-up of utilities from 12" off the top of the pad to the building.	<u>\$2,944.00 EA</u>
Total	\$239,387.28 EA

Tax is not included in this quotation.

ALL PLUMBING IS TESTED PRIOR TO SHIPMENT. HOOK-UP BY CUSTOMER MUST BE DONE WITHIN 24 HOURS OF DELIVERY WHILE A CXT REPRESENTATIVE IS ON SITE TO REPAIR ANY LEAKS WHICH MAY DEVELOP DURING TRANSPORTATION. ANY HOOK-UP DONE AFTER THIS TIME PERIOD, WHICH DEVELOPS MINOR LEAKS, WILL BECOME THE RESPONSIBILITY OF THE CUSTOMER.

CONDITIONS OF SALE

1. Taxes

Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term

This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more then 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of ½% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.

8. Access to Site

Delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT will negotiate extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired in order to successfully offload the facility safely and efficiently.

9. Installation

- A. If the customer opts for set installation with utility hookup the customer will prepare the building pad and all utility work below the pad per CXT prints. The customer utilities to be stub up 12" above the pad to allow a licensed contractor to hookup all utilities. The crane will arrive and set up next to the pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for

their outriggers. Truck(s) carrying the building systematically pull up right next to the crane and offload onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. The installation crew will then hookup customer utilities.

Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer. This work must be approved by Customer Field Representative by signing the Additional Work Required section on the Building Acceptance Form.

- B. If the customer opts for set installation only the customer prepares the building pad and all utility work below the pad per CXT prints. The customer is responsible for all utility hookups. The crane will arrive and set up next to the pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the building will pull up right next to the crane and offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges.

Please note: if the crane is unable to pull up right next to the pad, a larger crane might need to be used, which would incur additional charges to customer.

- C. If the customer opts to self-install the building, CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a **refundable deposit of \$1,000.00** payable by credit card **only**. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card.

Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. *CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.*

- D. CXT recommends a base approximately 6 inches deep of 3/4" minus road base gravel. The base should be compacted and level.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. The Arapahoe/Big Bear/Cheyenne/Montrose/Rio/Taos requires 2 to 4 trucks, depending on the size of the building. Each section shipping on

an RGN trailer (approximate ground clearance of 18"). The length of the tractor-trailer can range from 80' to 115, and must have a 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications set forth in the request for bids provided by the Customer. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

- 1) Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;
- 2) To any goods which have been subject to misuse, negligence, acts of God, or accidents;
- 3) To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable

for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature below and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

We trust that the foregoing accurately confirms acceptable terms of sale. If however, there should be any matters in which you require further information, please do not hesitate to call the undersigned.

Thank you for your interest.

Sincerely,
CXT INCORPORATED



Kurt Mee
Territory Sales Manager

FEDERAL I.D. 91-1498605

Offer accepted as above:

Customer Signature

Name and Title

Date

Number of Buildings Ordered

Supplementary Conditions may be provided by the project manager/engineer as part of the specifications.

**Town of Camp Verde
(Downtown Park Improvements)
PROPOSAL FORM**

PROJECT IDENTIFICATION: **Downtown Park Improvements**

CONTRACT IDENTIFICATION AND NUMBER: **137-06**

THIS BID IS SUBMITTED TO: **Town of Camp Verde
473 S. Main Street Suite 102
Camp Verde, AZ 86322**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Town of Camp Verde in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents. 
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for 30 days after the day of bid opening. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements with 10 days after the date of Notice of Award. 
3. In submitting this bid, bidder represents, as more fully set forth in the contract, that:
 - a. Bidder has examined copies of all the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	<u>NONE</u> 
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract 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. 
- c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders. 
- d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that the Town of Camp Verde does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, 

- a. Bidder has correlated the information know to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
- b. Bidder has provided the *Project Manager* written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by *Project Manager* is acceptable to bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
- c. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited ore induced any person, firm or corporation to refrain from bidding; and bidder has not sought or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the Town of Camp Verde.

1. Bidder will complete the work in accordance with the contract documents for the following price:

\$211,000 BASE BID \$207,000 ALTERNATE BID
 THESE PRICES EXCLUDE LOCAL AND STATE SALES TAX.

- 5. Bidder agrees that the work will be fully completed and ready for final payment within *120 calendar days* after the date when the contract time commences.
- 6. Bidder accepts the provisions of the contract as to liquidated damages of *(\$250)* for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.
- 7. The following documents are attached to and made a condition of this bid:
 - a. Required bid security in the form of Bid Bond (10%).
 - b. Contractor Qualification Statement and supporting data.
 - c. Subcontractor and Material Suppliers List
 - d. Wage Rate Decision
 - e. LS-2 Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements.
 - f. Certifications

8. Communications concerning this bid shall be addressed to:

Name RESTROOM SOLUTIONS, INC.
 Address 15432 S. 35TH ST
PHOENIX, AZ 85044
 Phone 480-706-4448

Submitted on (date) 3/27/07 State Contractor License No: As a supplier we are not required to have a contractors license; however, work requiring a license (plumbing, electrical and crane) will be covered by the following registered contractor: YAVAPAI APACHE CONSTRUCTION - LICENSE A #ROC 192197.

If bidder is:

An Individual	<i>NA</i>
By (Signature of Individual):	
Typed or Printed Name of Individual:	
Doing business as:	

Contractors may use ALA Document A305 – Contractor’s Qualification Statement or this form to fulfill the qualification requirements of the bid.

CONTRACTOR’S QUALIFICATION STATEMENT

The undersigned certifies under oath the to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO;
Town of Camp Verde

ADDRESS;
473 S. Main, Suite 102
Camp Verde, AZ 86322

SUBMITTED BY;
NAME: Restroom Solutions, Inc.
ADDRESS: 15432 S 35th ST, Phoenix, AZ 85044

PRINCIPAL OFFICE;

- | | | | |
|-------------------------------------|--------------------|--------------------------|----------------------|
| <input checked="" type="checkbox"/> | Corporation | <input type="checkbox"/> | Joint Venture |
| <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Other |
| <input type="checkbox"/> | Individual | | |

1. How many years has your organization been in business as a general contractor? We are not a general contractor, we are suppliers. We use a licensed general contractor for the utility work.
2. How many years has your organization been in business under its present business name? We have been incorporated in AZ since 1987.
 - a. Under what other or former names has your organization operated? Recreation Design Concepts, Inc.
3. If a corporation, answer the following:
 - a. Date of incorporation: May 12, 1987
 - b. State of incorporation: Arizona
 - c. President’s name: Kevin Mart
 - d. Vice-president’s name(s): None
 - e. Secretary’s name: Jacqueline Mart
 - f. Treasurer’s Name: Jacqueline Mart
4. If an individual or a partnership, answer the following:
 - a. Date of organization:
 - b. Name and address of all partners (state whether general or limited partnership):
5. If other than a corporation or partnership, describe organization and name principals:

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.

We sell our products throughout the US, but are incorporated in the State of Arizona.

7. We normally perform the following work with our own forces:

The building manufacturer we contract with builds, ships and sets the building with certified crane operator, we then hire local general contractor to complete plumbing and electrical connections.

8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why.

No, never.

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

No, never.

10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, Engineer, contract amount, percent complete, and scheduled completion date.

2 buildings for Southern Ute Tribe \$36,000 50% complete, deliver May 01, 2007
8 buildings for Sacramento County Parks, \$399,720, 10% complete, deliver June-August 2007
6 buildings for Ocotillo Wells State Park, California, \$125,000, 95% complete, March 31, 2007

11. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, Engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

See attached sheet

12. On a separate sheet, list the construction experience of the key individuals of your organization.

See attached sheet

13. Trade references:

See attached sheet

14. Bank references:

Chase Bank, 4040 E Chandler Blvd, Phoenix, AZ 85044, 480-890-5145, Contact: Karma
Account 2639-5282

15. Name of bonding company and name and address of agent:

To be determined

16. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:

- a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

Will supply if low bid

- b. Net fixed Assets.

Will supply if low bid

- c. Other assets:

Will supply if low bid

- d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):

Will supply if low bid

- e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

Will supply if low bid

- f. Name of firm preparing financial statement and date thereof:

Dave Stocking and Associates

- g. Is this financial statement for the identical organization named on page one?

Will supply if low bid

- h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary):

i. Will this organization act as guarantor of the contract for construction?

Will supply if low bid

17

Date at PHOENIX, ARIZONA this
27th day of MARCH 2007

Name of organization: RESTROOM SOLUTIONS, INC.

By:

KEVIN R. MART

Title:

PRESIDENT

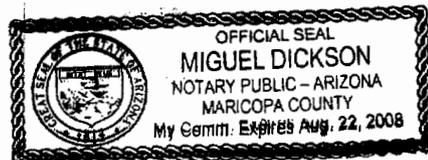
18.

KEVIN R. MART being duly sworn deposes and says that
he/she is the PRESIDENT of
RESTROOM SOLUTIONS, INC. Contractor(s), and that answers to
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 27th day of MARCH 2007

Notary Public

My commission expires: AUGUST 22, 2008



**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date:4/4/07

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact):POSSIBLE APPROVAL OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF CAMP VERDE, YAVAPAI COUNTY LIBRARY DISTRICT, AND MONTEZUMA RIMROCK FIRE DISTRICT

PURPOSE AND BACKGROUND INFORMATION: The purpose of this agreement is to provide library services to residents of the Beaver Creek area of Yavapai County

STAFF RECOMMENDATION(S): Approve

LIST ALL ATTACHMENTS: 1 copy of the finalized agreement

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input checked="" type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$

Comments:

Fund:

Line Item/:

Submitting Department:Library

Contact Person:Gerard Laurito

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE TOWN OF CAMP VERDE,
YAVAPAI COUNTY LIBRARY DISTRICT,
AND MONTEZUMA RIMROCK FIRE DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is entered into as of the First Day of April, 2007 (“**Effective Date**”) by and among the TOWN OF CAMP VERDE, a political subdivision of the State of Arizona (the “**Town**”), the YAVAPAI COUNTY LIBRARY DISTRICT (“**YCLD**”), a political subdivision of the State of Arizona, and the MONTEZUMA-RIMROCK FIRE DISTRICT (“**MRFD**”), a political subdivision of the State of Arizona.

RECITALS:

A. WHEREAS, the Parties are authorized, pursuant to A.R.S. § 11-952, to enter into agreements for joint or cooperative action; and

B. WHEREAS, the Town and the YCLD have determined that by jointly financing and operating a library they will be able to offer better library services to the public than could either party offer individually; and

C. WHEREAS, the Town and the YCLD anticipate that the joint undertaking will allow more effective and efficient use of their respective resources; and

D. WHEREAS, the MRFD currently owns a facility located at 4355 N. Montezuma Ave. (the “**Building**”), which it is willing to offer free of charge for library purposes and which the Town and YCLD agree is well suited for use as a public library.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT:

1. Library Common Project. The parties agree to furnish, equip, staff, operate, and maintain a common library (the “**Library**”). The responsibilities of the parties with respect to this common project are as provided in this Agreement.

2. Library Facility. The MRFD hereby agrees to allow use of the Building by the Town and the YCLD without charge for use as a public library in the manner specified herein.

3. Use. The Library will be open for use to the general public, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed pursuant to authority granted in this Agreement.

4. Initial Costs. YCLD will pay all costs associated with the set-up of the Library, either directly or by reimbursement to the Town, upon receipt of proper invoices reflecting such costs in an amount not to exceed \$23,959.00.

5. Operating Costs.

5.1 The Town will pay all operating and maintenance costs incurred by the Town in connection with the Library, provided that the YCLD will promptly reimburse the Town upon receipt of proper invoices itemizing such costs. If the YCLD fails to reimburse any such amount, at the election of the Town, the Town may terminate this Agreement upon thirty (30) days' written notice to the other parties.

5.2 On or before April 1 of each year during the initial term of this Agreement or renewals thereof, the Town will submit an itemized library operating and maintenance budget for the following fiscal year to the YCLD for review and approval.

5.3 The Town and the YCLD agree that the maximum amount for which the YCLD will be obligated to reimburse the Town for operating and maintenance costs in any fiscal year may not exceed the amount specified in the operating and maintenance budget as approved by the YCLD for that fiscal year, except in the case of emergencies or other extraordinary events, in which case the parties must agree upon a sharing of expenses.

6. Maintenance. The Town will maintain the Library with the exception of (i) the cooling and heating systems and (ii) the functional doors, both of which will be maintained by MRFD.

7. Insurance. The Town will provide customary insurance under its membership in the Arizona Municipal Risk Retention Pool and shall, prior to the effective date of this Agreement provide YCLD with a certificate of insurance confirming that general liability coverage is in force with minimum policy limits of \$2,000,000 per occurrence and naming YCLD, Yavapai County and MRFD as additional insureds.

8. Donations. The Town will establish and maintain a separate Library Donations account in the Town's name to accept monetary donations to be used for the operation and maintenance of the Library.

9. Staffing. The Town will be responsible for supervising and training the volunteer Library staff.

10. Term. This Agreement becomes effective as of the Effective Date and will renew for a period of one (1) year automatically each year on July 1, subject to the same terms and conditions as set forth herein, unless otherwise terminated by a party pursuant to the provisions of this Agreement.

11. Termination.

11.1 Any party hereto may terminate this Agreement pursuant to the provisions of A.R.S. § 38-511, the pertinent portions of which are incorporated herein.

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14. Applicable Law. This Agreement and all documents executed and delivered hereunder will be deemed to be contracts under the State of Arizona and for all purposes will be construed in accordance with such laws. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought only in Superior Court, Yavapai County, Arizona.

15. Attorneys' Fees. In the event suit is brought or an attorney is retained by either party to enforce the terms of the Agreement or to collect any monies due hereunder or to collect money damages for breach hereof, the prevailing party will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

16. Headings. The headings in this Agreement are for reference only and do not limit, enlarge, or otherwise affect any terms or provisions of this agreement.

17. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not, in any way, be affected or impaired thereby.

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Town of Camp Verde:
473 South Main Street, Suite 102
Camp Verde, AZ 86322
Attn: Town Manager

Yavapai County Library District:
172 East Merritt Street, Suite E
Prescott, AZ 86301
Attn: Director

Montezuma Rimrock Fire District:
3240 East Beaver Creek Road
Rimrock, AZ 86335
Attn: Fire Chief

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TOWN OF CAMP VERDE, a political subdivision of the State of Arizona

YAVAPAI COUNTY LIBRARY DISTRICT, a political subdivision of the State of Arizona

By: _____
Mayor

By: _____
A.G. "Chip" Davis, Chairman
Board of Directors

ATTEST:

ATTEST:

Town Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Town Attorney

Deputy County Attorney

MONTEZUMA-RIMROCK FIRE DISTRICT, a political subdivision of the State of Arizona

By: _____

Its: _____

APPROVED AS TO FORM:

Fire District Attorney

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE TOWN OF CAMP VERDE,
YAVAPAI COUNTY LIBRARY DISTRICT,
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RECITALS:

A. WHEREAS, the Parties are authorized, pursuant to A.R.S. § 11-952, to enter into agreements for joint or cooperative action; and

B. WHEREAS, the Town and the YCLD have determined that by jointly financing and operating a library they will be able to offer better library services to the public than could either party offer individually; and

C. WHEREAS, the Town and the YCLD anticipate that the joint undertaking will allow more effective and efficient use of their respective resources; and

D. WHEREAS, the MRFD currently owns a facility located at 4355 N. Montezuma Ave. (the “**Building**”), which it is willing to offer free of charge for library purposes and which the Town and YCLD agree is well suited for use as a public library.

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APPROVED AS TO FORM:

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Deputy County Attorney

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Its: _____

APPROVED AS TO FORM:

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Mayor

By: _____
A.G. "Chip" Davis, Chairman
Board of Directors

ATTEST:

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Town Clerk

Clerk of the Board

APPROVED AS TO FORM:

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Town Attorney

Deputy County Attorney

MONTEZUMA-RIMROCK FIRE DISTRICT, a political subdivision of the State of Arizona

By: _____

Its: _____

APPROVED AS TO FORM:

Fire District Attorney

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Regular

Meeting Date: April 4, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Visual

AGENDA TITLE: (Be Exact): Discussion, consideration and possible award of bid for re-surfacing Camp Verde Heritage Pool deck for \$23,303.18.

PURPOSE AND BACKGROUND INFORMATION: We went out to bid for resurfacing of the pool deck. Of the three bids that we received, Sunsplash Pools & Spas came in with the lowest bid in the amount of \$23,303.18.

STAFF RECOMMENDATION(S): Approve

LIST ALL ATTACHMENTS: Bid document from Sunsplash Pools and Spas.

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review *DS*

Budgeted/Amount N/A \$

Comments: *\$28,760 Available*

Fund: CIP

Line Item: 03-50-00-5089

Submitting Department: Parks & Recreation

Contact Person: Lynda Moore

Town Manager/Designee: _____

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

CONTRACT DOCUMENTS

for

**Request for Proposal
Re-Surface Pool Deck
Camp Verde Heritage Pool
Project # 07-036**

March 2007

Town Council

**Tony Gioia, Mayor
Brenda Hauser, Vice Mayor
Jackie Baker
Ron Smith
Bob Kovacovich
Howard Parrish
Mike Perry**

Town Manager

Bill Lee

Parks and Recreation Director

Lynda Moore



COPY

**TOWN OF CAMP VERDE
REQUEST FOR PROPOSAL
RESURFACE POOL DECK
CAMP VERDE HERITAGE POOL
PROPOSAL NUMBER 07-036**

The Town of Camp Verde will be accepting sealed proposals at the **Parks and Recreation Office, 395 S. Main Street, Room 314, Camp Verde, Arizona 86322**, until **2:30 p.m. on Friday, March 23, 2007** for resurfacing pool deck at Camp Verde Heritage Pool. Bids will be opened at **3:00 p.m. on Friday, March 23, 2007 at the Parks and Recreation Office, 395 S. Main Street, Room 314, Camp Verde, Arizona 86322**.

Questions or additional information may be obtained by contacting the Town of Camp Verde Parks & Recreation office, located at 395 S. Main Street, Camp Verde, Arizona 86322, telephone number (928) 567-0535 extension 136, Parks & Recreation Director.

The contract will be awarded to the lowest responsible bidder whose proposal is responsive to the Request for Proposals and will be most advantageous to the Town. Responsible factors to be considered may include but are not limited to, the bidder's past performance on the contracts. The award may be made to other than the lowest price proposal.

The Town reserves the right to reject any or all proposals received if the Town determines that such rejection is in the best interest of the public.

GENERAL TERMS AND CONDITIONS

PREPARATION:

Proposals shall be submitted in a sealed envelope addressed to the Town of Camp Verde, Parks and Recreation Office, 395 S. Main Street, Camp Verde, Arizona 86322 marked "Sealed Proposals Resurface Pool Deck at the Camp Verde Heritage Pool" and identified by the material or service description, proposal number, and proposal opening date and time. When submitting a no proposal, indicate on the outside of the envelope "No Proposal". The entire proposal package including all instructions is to be returned and properly fastened together.

All proposals must be made on the Town proposal forms and duly signed by an authorized representative of the bidder.

Proposals faxed to the Town of Camp Verde cannot be accepted.

Proposals received after the stipulated proposal opening date and time will not be considered.

The Town is not responsible for any bidder's errors or omissions.

All prices quoted will reflect the total cost to the Town for the installation support FOB Camp Verde and to include all applicable taxes. The Town is exempt from Federal Excise Tax and the Yavapai County Excise Tax, as the Town will take title in Camp Verde, however the Arizona and Local sales tax do apply.

Prices shall be submitted on a per unit basis by line item when applicable. In the event of a disparity between the unit and extended price, the unit price shall prevail.

Sales Tax:

The Town of Camp Verde will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a Town Sales Tax Number are listed below. The Town will figure applicable taxes to proposals received from out of state vendors who do not list an Arizona Use Tax number for tabulation and total cost evaluation.

Arizona Sales Tax Number: 20125767

Arizona Use Tax Number: _____

Town of: CAMP VERDE

Sales Tax Number: _____

SPECIFICATIONS:

The specifications listed as part of the proposal are intended to reflect the minimum standards required by the Town. All exceptions to the Town's specifications must be clearly stated in the vendor's proposal. If no exceptions are stated by the vendor the Town will assume the vendor's proposal to equal or exceed the specifications at the vendor's risk of correcting or replacing the equipment at the vendor's own cost.

EVALUATION:

All things being equal on proposals received, preference will be given to resident bidders of the Town and to commodities produced or manufactured in the Town and State.

If there is more than one item in a proposal pack, the proposal will be awarded on an item basis unless stated otherwise by the Town in the proposal package. If the vendor is submitting an all or none proposal, please indicate so in the space provided here. Item prices are still to be shown on all or none proposals.

All or none proposal submitted by vendor [] Yes – Initials

When evaluating proposals, the Town may incorporate known cost factors associated with the proposal in determining the lowest responsive proposal.

The Town Council reserves the right to reject any and all proposals, or any part thereof; or to waive any informalities when it is deemed to be in the Town's best interest.

ACCEPTANCE:

All proposals submitted to the Town of Camp Verde are to remain firm for a minimum period of 60 calendar days from the date the proposals are officially opened, unless otherwise specified.

The successful vendor's proposal is not officially accepted until such time as the vendor either receives a purchase order or a written notice of acceptance from the Town Clerk.

DELIVERY:

The time for delivery must be stated in definite terms and may be a factor in making an award.

Risk of loss and/or damage shall be upon the Seller until such time as the Town has physically accepted the goods.

PROPOSAL TABULATION:

The Town will not disclose proposal results over the telephone. Proposal tabulations will be available for review at the Town Hall. Those bidders who would like a copy of the proposal results may obtain one by sending a stamped self-addressed envelope with their request.

GOVERNING LAW AND JURISDICTION:

This agreement shall be governed by and construed in accordance with the laws of the state of Arizona.

INTENT:

These specifications require the doing of all things necessary, or proper for, or incidental to the specifications of this proposal be included. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the vendor shall perform the same as though they were specifically mentioned, described and delineated.

GENERAL:

The Town of Camp Verde is soliciting proposals for Resurfacing Pool Deck at the Camp Verde Heritage Pool.

PROJECT SPECIFICATIONS:

See attached specification sheet.

CONDITIONS OF BID:

A condition of this bid and part of the award criteria will be the bidder's ability to have all work completed no May 11, 2007. The anticipated award date for this contract will be April 4, 2007.

Can your firm meet this required completion schedule? yes no

If no, what would be the earliest delivery date the Town could expect? _____

Would there be any special conditions and/or requirements on the part of the Town of Camp Verde in order to meet the required completion schedule?

No

**TOWN OF CAMP VERDE
REQUEST FOR PROPOSALS
RESURFACE POOL DECK
CAMP VERDE HERITAGE POOL
PROPOSAL NUMBER P & R 07-036
PROPOSAL FORM**

RESURFACE POOL DECK

1. Labor	\$ <u>8952</u>
2. Materials	\$ <u>13,428⁰⁰</u>
3. Tax	\$ <u>923.18</u>
<u>Total</u>	\$ <u>23,303.18</u>

OFFER AND CONTRACT AWARD

Town of Camp Verde
Parks & Recreation Director
395 S. Main Street
Camp Verde, Arizona 86322

Invitation for Bid: P & R 07-036
Submit the original of this form to the Town.

OFFER

To the Town of Camp Verde:

The Undersigned hereby offers and agrees to furnish the labor in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies by signing and submitting this offer that they have the legal authority to enter into a contract with the Town.

For clarification of this offer, contact:

Name: CHAD BACKUS

Phone: 928-634-0343

Fax No.: 928-634-1941

SUNSPASH POOLS & SPAS
Company Name


Signature of Person Authorized to Sign Offer

297 S. MAIN ST
Address

CHAD BACKUS
Printed Name

COTTONWOOD AZ 86326
City State Zip

OWNER
Title

3/15/07
Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Town of Camp Verde Use Only)

Your offer is hereby accepted.

The contractor is now bound to provide services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the Town of Camp Verde.

This contract shall henceforth be referred to as Contract No. 07-036. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed purchase order.

Awarded this ____ day of _____ 2007.

Lynda Moore, Parks & Recreation Director

VENDOR CHECK LIST
PRIOR TO SUBMITTING YOUR PROPOSAL YOU SHOULD VERIFY THAT THE
FOLLOWING ITEMS HAVE BEEN COMPLETETED.

1. Verified your extensions and proposal amounts? _____
2. Completed and properly signed Town proposal form? _____
3. Clearly noted all exceptions to Town specifications? _____
1. Enclosed full descriptive information requested and answered and enclosed questionnaire? _____
5. Completed the sales tax information? _____
6. Returned entire proposal package? (All pages as received) _____
7. Addressed proposal envelope per instructions? _____
8. Included insurance verification (when required)? _____
9. Completed and sign the Offer and Contact Award? _____
10. Include bid bond (when required)? _____

SPECIFICATIONS: (Pool layout and dimensions attached)

1. Check deck for damage areas
2. Fix any cracks
3. Re-kool deck and paint entire pool decking

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date:4/4/2007

Submitting Department:Streets

Contact Person:Ron Long

Consent: **Regular:** **Requesting Action:** **Report Only:**

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | |

Agenda Text (Be Exact): Discussion and approval of increasing the Street Dept Seasonal Help line item from \$3000 to \$11,000. The transfer of funds in the amount of \$8000 will be from line item, 20-70-76-9510 (Chip/Seal Maintenance) which has \$21,684.44 left in our budget in which we don't anticipate anymore chip seal costs for this fiscal year.

Staff Recommendation: Approve Budgeted/Amount Yes \$3000 increased to \$11,000

Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund:20-70-76-6005

Purpose of Item and Background Information: Seasonal help is used for hiring temporary help for approximately 8 weeks while the crew does Crack Sealing of various roads in the Town. Due to the retirement of Wally Dickinson, our road crew is already one hand short. In order to do the crack seal job efficiently, we hired three temporary help and it made the job go much smoother and safer (flaggers) for the crew.

List All Attachments as Follows:

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

- | | | |
|--|---|---------------------------------|
| <input type="checkbox"/> Laptop Computer* | <input type="checkbox"/> Overhead Projector | <input type="checkbox"/> TV-VCR |
| <input type="checkbox"/> Remote Microphone | <input type="checkbox"/> Conference Telephone | <input type="checkbox"/> Other |

*Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Name: Rm Lmg Title: Public Works Director / Engineer

Town Manager/Designee: _____

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date:4/4/2007

Submitting Department:Streets

Contact Person:Ron Long

Consent: **Regular:** **Requesting Action:** **Report Only:**

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input checked="" type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | |

Agenda Text (Be Exact): Discussion, consideration and possible award of contract to Carter & Burgess for Project #07-034, Request for Proposal and Statement of Qualifications to Provide Professional Consultant Services for the State Route 260 Access Management Plan.

Staff Recommendation: Approve Budgeted/Amount No \$85,000 (approximately) _____

Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund:20-70-76-6027 (Transportation Enhancement) \$26,000

Purpose of Item and Background Information: We received two RFP's and Statement of Qualifications for this project and after careful consideration, we would like Council to award the contract for the SR 260 Access Management Plan to Carter & Burgess. Their proposal and statement of qualifications demonstrated strong project management, transportation planning and the engineering expertise necessary to complete this project. The specific cost proposal will be submitted in an addendum on Monday, April 2nd, 2007, prior to the Council meeting on Wednesday, April 4th, 2007. Carter & Burgess has estimated that the cost proposal will be approximately \$85,000. We will pay 30% of this cost in this fiscal years budget from the line item listed above. The remaining 70% will be paid out of next years budget from the same line item.

List All Attachments as Follows:

Contract Documents &
Carter & Burgess Plan Overview

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

- | | | |
|--|---|---------------------------------|
| <input type="checkbox"/> Laptop Computer* | <input type="checkbox"/> Overhead Projector | <input type="checkbox"/> TV-VCR |
| <input type="checkbox"/> Remote Microphone | <input type="checkbox"/> Conference Telephone | <input type="checkbox"/> Other |

*Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Name: Ami Singh Title: Public Works Director/Engineer

Town Manager/Designee: _____

CONTRACT DOCUMENTS

for

**Request for Proposal and Statement of Qualifications
To Provide Professional Consultant Services for the State Route 260
Access Management Plan
Project # 07-034**

Town Council

**Tony Gioia, Mayor
Brenda Hauser, Vice Mayor
Jackie Baker
Bob Kovacovich
Howard Parrish
Mike Parry
Ron Smith**

**Public Works Engineer
Ron Long**

Town Manager

Bill Lee



TOWN OF CAMP VERDE
Request for Proposal and Statement of Qualifications
To Provide Professional Consultant Services for the State Route 260
Access Management Plan
Project #07-034

The Town of Camp Verde, hereinafter referred to as "Town", will be accepting sealed proposals and statement of qualifications in the Public Works Office located at 395 S. Main St., Camp Verde, AZ 86322 until **2:30 p.m. on Tuesday, February 6th 2007** for Professional Consultant Services for the State Route 260 Access Management Plan. Proposals will be opened at **3:00p.m. on Tuesday, February 6th 2007 at Public Works, 395 S Main St.**

Questions or additional information may be obtained by contacting the Public Works Engineer at 395 S. Main St., Camp Verde, Arizona 86322, telephone number (928) 567-0534 extension 129, or email at rlong@cvaz.org.

The contract will be awarded based on the Proposal and the Professional Qualifications of the Consultant and will be most advantageous to the Town. Responsible factors to be considered include but are not limited to, the professional qualifications and expertise of key personnel and team members necessary to perform the work. The award may be made to other than the lowest price proposal.

The Town reserves the right to reject any or all proposals received if the Town determines that such rejection is in the best interest of the public.

GENERAL TERMS AND CONDITIONS

PREPARATION:

Proposals shall be submitted in a **sealed envelope** addressed to the **Town of Camp Verde, 395 South Main Street, Camp Verde Arizona 86322, "To Provide Professional Consultant Services for State Route 260 Access Management Plan", Project # 07-034, identified by the material or service description, proposal number, and proposal opening date and time.**

All proposals must be made on the Town's proposal forms and duly signed by an authorized representative of the consultant.

Proposals faxed to the Town of Camp Verde cannot be accepted.

Proposals received after the stipulated proposal opening date and time will be returned unopened to the bidder and will not be considered.

The Town is not responsible for any bidder's errors or omissions.

GENERAL SCOPE OF WORK:

Professional services are requested to develop an Access Management Plan for State Route 260. Though the SR 260 Access Management Plan will be prepared for the Town of Camp Verde to address the Town's goals, ADOT will need to approve the study's outcome. Therefore, this study will require agency coordination and consensus between ADOT and the Town of Camp Verde. The project boundaries are I-17 to the east and the corporate limits of the Town to the west along SR 260.

SERVICES:

The services provided through this agreement will include, but are not limited to the following:

- A detailed scope of work
- Agency coordination between ADOT and the Town of Camp Verde.
- Develop a project advisory committee with key ADOT and Town staff members, including other local entities identified by the Town.
- Gather and review existing and relevant studies, plans and reports.
- Developing and analyzing alternatives.
- Forecast future build-out and traffic growth rates based on development along SR 260.
- Determine roadway facility needs along the SR 260 corridor through an evaluation of existing and future travel demands. This will include an evaluation of existing conditions, future needs and the current ADOT proposed accesses.
- Comprehensive traffic analysis within the study corridor of the historic, current and future traffic conditions.
- Assessment of alternate accesses to SR 260 based on the traffic analysis and input from the Project Advisory Committee.
- The Consultant will prepare displays and information for public involvement. The study's progress and findings will need to be presented to the public committee and Town Council meetings.
- A draft report will be prepared and submitted to the project advisor committee to review and comment on. The consultant will address the comments and recommendations and provide a Final Draft report to the committee and Town Council for comment.
- A Final Report will be submitted that incorporates the committee and Town Council comments for adoption.
- The Consultant will submit the following reports;
 - Five (5) bound copies of the Draft Report and one (1) unbound, reproducible copy.
 - Ten (10) bound copies of the Draft Report and one (1) unbound, reproducible copy and an electronic copy (PDF) of the report on CD.
 - Ten (10) bound copies of the Final Report, one (1) unbound reproducible copy and an electronic copy (PDF) of the report on a CD.

EVALUATION:

All things being equal on proposals received, preference may be given to resident bidders and/or companies located within the Town and to commodities produced or manufactured in the Town and/or State of Arizona.

When evaluating proposals, the Town may incorporate known cost factors associated with the proposal in determining the lowest responsive proposal.

The Mayor and Council reserve the right to reject any and all proposals, or any part thereof; or to waive any informality when it is deemed to be in the Town's best interest.

ACCEPTANCE:

All proposals submitted to the Town are to remain firm for a minimum period of 60 (sixty) calendar days from the date the proposals are officially opened, unless otherwise specified.

The successful proposal is not officially accepted until such time as the vendor either receives a purchase order or a written Notice to Proceed from the Town.

DELIVERY:

The time for delivery must be stated in definite terms and may be a factor in making an award.

PROPOSAL TABULATION:

The Town **will not disclose proposal results over the telephone.** Proposal tabulations will be available for review at the Public Works Office and Town Hall. Those bidders who would like a copy of the proposal results may obtain one by sending a stamped self-addressed envelope with their request.

GOVERNING LAW AND JURISDICTION:

This agreement shall be governed by and construed in accordance with the laws of the state of Arizona.

GENERAL:

The Town of Camp Verde is soliciting proposals for professional consultant services.

CONDITIONS OF BID:

A condition of this bid and part of the award criteria will be the bidder's ability to have all work completed no later than August 31, 2007. The anticipated award date for this contract will be February 21, 2007.

Can your firm meet this required completion schedule? ___yes ___no

If no, what would be the earliest delivery date the Town could expect? _____

Would there be any special conditions and/or requirements on the part of the Town of Camp Verde in order to meet the required completion schedule?

PROFESSIONAL SERVICES FEE SCHEDULE:

Consultant fee(s) for Project #07-034, To Provide Professional Consultant Services for the State Route 260 Access Management Plan:

Progress payment will be made for professional services upon receipt of an itemized invoice with supporting documentation for the Town's approval.

NOTICE TO PROCEED

Project: #07-034
Request for Proposal and Statement of Qualifications
To Provide Professional Consultant Services for the State Route 260 Access Management Plan

Date: 2-21-07

To: _____

You are hereby notified that the Contract Time under the above contract will commence on:
2-22-07.

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract Agreement, the completion date is: August 31, 2007.

You must contact the Public Works Engineer at least 72 hours before starting the work.

TOWN OF CAMP VERDE

By: _____
Ron Long
Public Works Engineer

AGREEMENT

This Agreement is made effective as of 2-22-07 by and between the TOWN OF CAMP VERDE, of Camp Verde, Arizona (Camp Verde) and _____.

In this Agreement, the party who is contracting to receive services shall be referred to as "Town", and the party who will be providing the services shall be referred to as "Consultant".

The Consultant has a background in consultant services and is willing to provide professional services to the Town based on this background.

The Town desires to have professional services provided by the Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on or about 2-22-07, the Consultant will provide consultant services to allow CAMP VERDE to plan for an Access Management Plan from I-17 to the east and corporate limits of the Town to the west along State Route 260. This Agreement shall be governed by the scope of work included in the Contract Documents packet dated February 2007, and attached hereto.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by the Consultant shall be determined by Consultant. The Town will rely on the Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this agreement.

3. PAYMENT. The Town shall pay a fee to the Consultant for the Services based on the attached Services Fee Schedule, which shall be in effect throughout the life of the Agreement.

4. TERM/TERMINATION. This Agreement may be terminated by either party upon 5 days written notice to the other party. In the event of termination of this Agreement the Consultant may immediately cease performance of all work and may take possession of all drawings, or other materials it has prepared, but for which it has not received payment in full. The Town may not subsequently use any drawings or other materials prepared by the Consultant, for which the Town has not paid in full.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that the Consultant is an independent consultant with respect to the Town and not an employee of the Town. The Town will not provide office space, office supplies, fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant. This Agreement is between Town and Consultant. The Town will look solely to Consultant for redress of any disputes or payment of any liabilities of the Town, and not to the principals, employees or agents of Consultant.

6. EMPLOYEES. Consultant's employees, if any, who perform services for the Town under this Agreement shall also be bound by the provisions of this Agreement.

7. ASSIGNMENT. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Town.

8. CONFIDENTIALITY. Consultant recognizes that the Town may have business affairs and other proprietary information (collectively, "the Information") which are valuable, special and unique assets of CAMP VERDE. Consultant agrees to keep such information confidential except as required in the performance of the services.

9. SERVICE DOCUMENTS. All documents prepared by Consultant under this agreement, whether printed or electronic, are documents of service with respect to the project. Such documents are protected under United States copyright laws. All documents delivered and paid for under this agreement shall become the exclusive property of the Town of Camp Verde.

10. RETURN OF RECORDS. Upon termination of this Agreement, and payment in full by the Town, and at the request of the Town, Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Consultant's possession or under Consultant's control and that are Town's property or related to Town's business, together with all documents contracted to be produced, for which payment has been made.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To: Town of Camp Verde
Ron Long, Public Works Engineer
395 South Main Street
Camp Verde, AZ 86322

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. CANCELLATION. This agreement is subject to the provisions of ARS §38-511.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arizona. Venue shall be in the Verde Valley Judicial District of Arizona. In the event of any lawsuit between the parties arising out of this Agreement, the non-prevailing party in any such proceeding or action shall pay all of the prevailing party's reasonable attorney's fees and cost incurred with respect thereto, the amount to be fixed by the court without a jury. The parties waive their rights to a jury trial.

Party receiving services:

THE TOWN OF CAMP VERDE

By: _____
for THE TOWN OF CAMP VERDE

Date: _____

Party providing services:

By: _____

Date: _____

1. PROJECT UNDERSTANDING & APPROACH

(A) INTRODUCTION

Project Overview

Several prior studies have been done on SR 260 in relation to the corridor through Camp Verde and into adjoining Cottonwood. These include:

- State Route 260 Access Management Plan, Western Drive to I-17, prepared for ADOT and Yavapai County, November 2001
- State Route 260 Future Corridor Feasibility Study, prepared for ADOT, March 2003.

The section of SR 260 within Camp Verde between I-17 and Cottonwood is by and large fronted by undeveloped parcels, with private ownership and ownership by the US Forest Department. Access is limited to a handful of roadways that mostly serve land uses away from the road. Because development has not yet occurred on the properties along the road, the Town is in an excellent position to put into place a plan to limit access to SR 260, thereby maintaining its mobility as a State Highway, by developing a system of frontage and backage roads to serve future development.

In addition, in order to further increase the roadway networks ability to convey traffic to and from I-17, the Town and ADOT are contemplating construction of a loop road from SR 260 to I-17 at the General Crook Trail Traffic Interchange. This new roadway would cross US Forest Service property.

Within the next few months, the Town will also be initiating a Small Area Transportation Study (SATS). The Camp Verde SATS will define transportation systems throughout the community, so close coordination between the SATS and the SR 260 Access Management Plan will be required.

Yavapai County will also be starting an update to the Verde Valley Transportation Plan, which was last updated in 1998 (with minor modifications for SR 179 in 2002). As part of this Plan, a travel demand model was developed for 2018 future conditions. The update will include refinement of the model for a 2030 horizon year. It is expected to be completed in Fall 2007.

Finally, ADOT plans on constructing certain safety and capacity improvements along SR 260 in 2008. These include adding turn lanes at the Dickison Circle intersection, widening of the west shoulder at Park Verde Drive, realigning the Horseshoe Bend Road intersection, consolidation of access points for Cherry Road, Old State Highway 279 and the Verde Valley Justice Center Road, and flattening of side slopes to improve sight distance at several locations.

Study Area

The study area will consist of SR 260 from a point about 1000 feet north of the I-17 traffic interchange to the north Town limits, a distance of about 9.5 miles. Within this area, most of the property fronting SR 260 is currently undeveloped. Several existing public roadways access this section of SR 260. They include:

- Wilshire Road
- Dickinson Circle
- Park Verde Road
- Horseshoe Bend Drive
- Newton Lane
- Cherry Creek Road
- Old State Highway 279/Verde Valley Justice Center Road
- Old State Highway 279
- Coury Drive

The topography in the area is rolling with numerous ephemeral washes crossing or paralleling SR 260.

(B) NEED FOR THE ACCESS MANAGEMENT PLAN

As the area along SR 260 is largely undeveloped, the timing is perfect to develop an access management plan for SR 260. This plan would be created to accommodate the projected growth in the Verde Valley, which is predicted to be over 100% by the year 2018.

The Town's goals of the Access Management Plan include:

1. Locating intersections with the goal of maximizing mobility of the highway while providing a reasonable access to adjacent parcels.
2. Determining locations and configurations of signalized intersections along the corridor.
3. Developing a plan to provide frontage and backage roads to service parcels along and away from the highway.
4. Determining the best location for the loop road between SR 260 and the I-17/General Crook Trail traffic interchange.

The Access Management Plan will need to be accepted by ADOT. ADOT has indicated in the past that they would support full movement intersections at one mile spacing.

(C) DOCUMENTS REVIEWED

The following documents and programs have been reviewed by Carter & Burgess staff in preparation of this proposal:

- **State Route 260 Future Corridor Feasibility Study:** The purpose of the SR 260 Future Corridor Feasibility study was to identify potential highway corridors that could be further evaluated and ultimately reserved for future roadway improvements that will be needed to connect State Route 260 to the existing I-17 freeway to the south and to SR 89A to the north. This future planning is needed to preserve and dedicate property locations to be used for the future corridors. It is presumed that, over time, the capacity of even the improved SR 260 corridor will be exceeded and its operation will become unacceptable. The timing of operational breakdown will depend on many factors, including actual growth rates, community development and whether potential USFS land trades

occur within the region. The objective of this study was to plan for a freeway type facility with grade separated traffic interchanges strategically located to best serve the community.

- **State Route 260 Access Management Plan:** The purpose of the SR 260 Access Management Plan was to identify long-range access management strategies to preserve the operational integrity of the corridor. It is presumed that, over time, the capacity of even the improved corridor will be exceeded and operation will become unacceptable. The timing of operational breakdown will depend on many factors, including actual growth rates, and whether potential USFS land trades occur within the region. The objective of the study was to plan for the highest level of access control practical within the corridor, ideally a freeway type facility with grade separated traffic interchanges.
- **Verde Valley Transportation Plan (1999)**
In 1999, the Verde Valley Transportation Study was updated and a 2000 Verde Valley Transit Study was prepared. This document is currently being updated, with completing scheduled for the third quarter of 2007. The new study will include a travel demand model to provide 2030 traffic volumes. It will include widening of SR 260 as well as the proposed bypass.
- **Town of Camp Verde General Plan**
In 2005, voters approved the 2004 Camp Verde General Plan. The General Plan is the primary tool and blueprint for guiding the Town's future growth and development. In the transportation element, the plan recommends "Designating specific, limited access from Hwy. 260 to designated growth areas" and "Coordinating with ADOT and property owners to provide comprehensive transportation/access plan within growth areas." The transportation element classifies SR 260 as a major arterial.

In addition, Carter & Burgess staff met with Bill Lee and Ron Long to review the corridor and discuss the scope of work.

2. SCOPE OF WORK

The following scope of work has been developed to illustrate our approach to the project. It will also to serve as a framework for completion of the final scope of work, which will be developed during contract negotiations.

Task 1: Refine Scope of Work – Carter & Burgess' Project Manager shall meet with Town staff prior to award of the contract to review and refine the scope of work. The purpose of this meeting is address and resolve any uncertainties before the contract is signed. This approach will lead to a more clear "meeting of the minds" and will assure that all necessary elements of the project development process are included and understood.

Deliverables:

Final Scope of Work

Task 2: Assemble Project Advisory Committee – Working with Town staff, Carter & Burgess will assist in establishing a Project Advisory Committee (PAC) which will include Town staff, elected officials, ADOT staff and other key stakeholders, such as the US Forest Service, Yavapai County, key landowners and business owners. The purpose of

the PAC is to provide guidance through the development of the plan, and to provide technical review of the various technical memoranda developed during the course of the project. To that end, Carter & Burgess will facilitate bi-weekly meetings with the PAC, so that work and progress can be reviewed and any issues or questions developed during the course of the work can be addressed.

Deliverables:

Meeting Agenda and Notes

Task 3: Data Collection and Review – Carter & Burgess shall collect and review data to provide the baseline analysis including previous studies, traffic analyses, development plans and maps, roadway as-built plans, accident data and traffic counts.

3.1 Prior Existing Studies - The Consultant shall obtain and review prior studies to include ADOT, Yavapai County and City of Cottonwood studies and analyses.

3.2 Accident Data - Carter & Burgess shall obtain and review accident records for SR 260 within the project limits. ADOT will provide accident records for the past three years.

Carter & Burgess shall produce a graphic showing locations, number and types of accidents.

3.3 Traffic Data - Carter & Burgess shall review existing traffic data available from ADOT, the Town and Yavapai County. Carter & Burgess shall conduct new traffic counts to include:

- Collection of AM, PM and mid-day peak period turning movement counts at intersections and driveways along the corridor, where not available from other sources.
- Collection of 48-hour weekday and weekend traffic volumes on SR 260 south of Dickinson Circle, between Newton Lane and Cherry Road and between Cherry Road and Coury Drive. The data collected would include volume, vehicle classification and speed.

AM peak counts will be collected for the 6:00 am to 9:00 am time period. PM peak counts will be conducted for the 3:00 pm to 6:00pm time period. The mid-day count period would be determined after the 24-hour counts are collated. It is assumed that this count will be over a 2-hour period.

Data will be assumed on 15-minute intervals. Vehicles will be classified by passenger vehicles, buses and trucks. Directional and approach counts will summarize data in 15-minute and hourly intervals. Vehicles will be classified according to FHWA classifications.

Carter & Burgess shall prepare summary sheets for each count showing total volumes by movement for each 15-minute interval. The summary will also give the AM and PM peak hour for the intersections and roadway.

Carter & Burgess shall produce graphics showing existing traffic data.

3.4 Aerial Map – Carter & Burgess shall obtain a current aerial photo (electronically) from Yavapai County for use in graphics.

3.5 Development, Land Ownership and Zoning Information and Data – Carter & Burgess shall meet with Town staff to obtain information about proposed developments within the corridor and status of zoning and land ownership along the corridor. The results of this meeting shall be preparation of a overlay of the aerial map with properties, their ownership, development status and zoning shown.

Deliverables:

- Technical Memorandum #1 – Data Collection and Review
- Land Ownership, Use and Zoning Map

Task 4: Bypass Route Identification – In this task, Carter & Burgess will identify and preliminarily screen potential routes for the SR 260 bypass, which is meant to allow some SR 260 traffic to travel from SR 260 to I-17.

4.1 Identify Potential Routes – Beginning with the State Route 260 Future Corridor Feasibility Study, Carter & Burgess shall identify potential routes for a SR 260 bypass loop between SR 260 and the General Crook Trail Traffic Interchange. Carter & Burgess shall also propose additional alternative routes. The identification shall include a description of the possible locations for the intersection of the loop road with SR 260.

Carter & Burgess shall prepare a map showing the potential routes and their relationship to land parcels and existing and planned developments.

4.2 Fatal Flaw Screening of Potential Routes – Carter & Burgess shall conduct a fatal flaw screening of the potential routes to determine if topographical, land use or environmental issues are serious enough to preclude the potential route or to make it so expensive as to be unbuildable.

Carter & Burgess shall carry no more than three alternatives forward for additional analysis.

Deliverables:

Technical Memorandum #2 – Bypass Route Identification

Task 5: Future Traffic Volumes - In this task, Carter & Burgess shall prepare interim (2015) and build out (2030) traffic volume estimates for SR 260 without the bypass. This will be done using agreed upon development types and rates for adjoining properties. The volumes developed will be used to analyze access needs and the benefits of the SR 260 bypass.

5.1 Land Use Analysis – Carter & Burgess shall first develop a logical land massing plan for the adjoining properties. This will be done based on existing constraints such as roadways, topographical features and land ownership. Working with the Town's staff, Carter & Burgess shall prepare a bubble level analysis of potential land uses within the land masses. The analysis will be for the interim scenario and a build-out scenario. The

land uses shall be reasonably balanced between generating and attracting sources, both along the corridor as well as in Camp Verde as a whole. Type of land use and intensity of land use (i.e. square feet of office/retail, number of residential dwelling units shall be documented.

5.2 Trip Generation – Carter & Burgess shall estimate trip generation for each land mass using either standard trip rate data from the ITE Trip Generation Manual or using trip tables from the Verde Valley Traffic Demand Model. The trip generation analysis will assume a reasonable internal trip capture rate within the land masses, depending on land use.

5.3 Develop Future Background Traffic Estimates – Carter & Burgess shall develop 2015 and 2030 estimates of background traffic along the SR 260 corridor without the bypass alternatives. Background traffic shall be defined as traffic that would exist on SR 260 irrespective of development along the project corridor. Carter & Burgess shall utilize historical traffic data, projected population and employment forecasts and the Verde Valley Traffic Demand Model to develop background traffic estimates.

5.4 Develop Future Build Traffic Volumes – Using the data developed in Tasks 4.2 and 4.3, Carter & Burgess shall estimate 2015 and 2030 traffic volumes for the project corridor. At this point, access locations will not be defined. Rather the bubble level analysis zones shall be linked to the corridor and the trips shall be distributed based on attracting and generating uses. This will provide general link demands, for use in analysis of access options and bypass alternatives.

Deliverables:

Technical Memorandum #3 – Future Traffic Volumes

Task 6: Access and Bypass Analysis – In this task, Carter & Burgess shall provide an analysis of the access needs for the land uses along the corridor, develop several access alternatives and determine the location of the intersection of the bypass with SR 260.

6.1 Develop Access Alternatives – Beginning with the access plan presented in the State Route 260 Access Management Plan, Carter & Burgess shall develop up to three access alternatives. The alternatives shall include a combination of:

- At grade intersections with SR 260
- Frontage roads paralleling SR 260
- Backage roads paralleling SR 260
- Connections to existing roads

The access alternatives will take into account the expected traffic that would be generated/attracted by the bubble level land masses, providing capacity on the intersecting streets based on the following criteria (unless otherwise approved by the Town):

Road Classification	ADT/Lane	No. Thru Lanes	2-Way ADT Range	Peak Hr./ADT% (K)
Local	350	2	50 - 1,500	15

Minor Collector	2,500	2	500 - 5,000	12
Major Collector	3,500	2	600 - 8,500	10
Minor Arterial	5,500	4	5,000 - 35,000	8
Major Arterial	7,500	6	30,000 - 60,000	8

The access alternatives shall recognize the Town's desire that SR 260 remain a State Highway. Therefore, the goal of the alternatives shall be to provide reasonable access while maintaining mobility on SR 260.

For each alternative, Carter & Burgess shall list the cross access requirements necessary between adjacent bubble level land masses and how existing roadways would access SR 260. Carter & Burgess shall also examine how non-motorized uses could be accommodated into each alternative. Carter & Burgess shall then prepare maps showing each of the alternatives overlain on an aerial map.

6.2 Assess Bypass/SR 260 Intersection Locations – Using the data developed in Task 4 and assuming that SR 260 will have a classification of major arterial, Carter & Burgess shall evaluate future build traffic volumes to determine where the most logical point for the intersection between the bypass and SR 260 should be. This analysis will take into account the daily and peak hour traffic using SR 260 and the location for the intersection will be determined by examining the 2030 background traffic volumes and 2030 full build traffic volumes and determining the locations where the traffic volumes exceed the:

- lower limit threshold identified above for a major arterial.
- median limit threshold identified above for a major arterial.
- upper limit threshold identified above for a major arterial.

For each scenario, Carter & Burgess shall estimate the traffic volumes that would utilize the bypass and determine the appropriate classification for the bypass based on the following criteria (unless otherwise approved by the Town):

Road Classification	ADT/Lane	No. Thru Lanes	2-Way ADT Range	Peak Hr./ADT% (K)
Local	500	2	50 - 1,500	15
Minor Collector	3,000	2	800 - 5,000	12
Major Collector	4,000	2	1,000 - 8,500	10
Minor Arterial	9,000	4	5,000 - 35,000	10
Major Arterial	10,000	4	10,000 - 40,000	10

6.3 Traffic Analysis – For each access alternative and bypass alternative, Carter & Burgess shall develop peak hour turning movement volumes at the intersections of the proposed access roads and SR 260.

Based on the turning movement volumes, Carter & Burgess shall determine the most logical intersection geometrics and traffic control. Carter & Burgess shall utilize the computer program Synchro/SimTraffic to model 2030 full build traffic operations on SR 260 for each alternative with current traffic volumes (baseline only), mid-term traffic volumes and long term traffic volumes. The model will provide:

- Level of service for all signalized and unsignalized intersections
- Average travel speeds on the corridor
- Queuing lengths at intersections and driveways
- The need for auxiliary lanes at intersections and driveways

The SimTraffic model shall also be used to present a graphical display of traffic operations to the PAC, developers and the public.

6.4 Access and Bypass Assessment – Using the data developed in Tasks 6.1, 6.2 and 6.3, Carter & Burgess will develop a methodology to compare and contrast the various access and bypass alternatives. This methodology will utilize a matrix format, with various characteristics such as degree of access, SR 260 speeds/delay, costs, environmental impacts, right of way and other items, as developed in cooperation with the PAC. Carter & Burgess will also work with the PAC to develop weightings for the various characteristics.

6.5 Select Preferred Access and Bypass Alternative – Based on the access and bypass assessment, the preferred access alternative and bypass alternative will be selected.

Deliverables:

Technical Memorandum # 4 – Access & Bypass Analysis

Task 7: Public Meeting - Carter & Burgess shall conduct two public meetings. A Council workshop will be held once alternatives are developed to present the various alternatives. The second public meeting will be held once the draft report has been prepared. Carter & Burgess shall be responsible for developing a mailing list, preparing meeting invitations, mailing invitations, preparing handouts, exhibits and comment cards for the meeting and summarizing comments received after the meetings. The Town will arrange for meeting space.

Deliverables:

Mailing List, Meeting Invitations, Handouts, Exhibits & Comment Cards
 Technical Memorandum #5 – Public Process and Comments

Task 8: Select Recommended Access & Bypass Alternative - Based on comments received at the public meeting, Carter & Burgess shall refine the alternatives and conduct any additional analysis required. Based on a balance between arterial mobility, intersection safety and access, Carter & Burgess shall recommend an access plan and a bypass plan.

Deliverables:

Technical Memorandum #6 – Recommended Access and Bypass Alternative

Task 9: Develop Design Guidelines - With selection of the recommended access alternative, Carter & Burgess shall prepare a set of design guidelines for SR 260 to include:

- Actions required to implement the plan (i.e. right of way reservation, cross access agreements, traffic control changes, etc.)
- Locations, geometrics and traffic control for new driveways and intersections
- Intersection sight distance requirements
- Provisions for pedestrians and bicyclists
- Auxiliary lane guidelines

Deliverables:

Technical Memorandum #7 – Design Guidelines

Task 10: Prepare Striping and Signage and Traffic Control Schematics – For both the access alternative and the bypass alternative, Carter & Burgess shall prepare striping, signage and traffic control schematics (11" x 17" sheets at a scale of 1"=50') to show proposed access locations, locations of median breaks, frontage and backage road locations, locations and lengths of auxiliary turning lanes and medians, right of way to be preserved or dedicated, proposed traffic control at intersections, locations of needed shared access easements and proposed striping and signing layouts.

Carter & Burgess shall develop cost estimates for the various improvements associated with implementing the access plan and the bypass. The cost estimate will break the improvements down with sufficient detail to allow the Town to assign costs to City improvements and improvements that would be constructed by developers.

Deliverables:

Technical Memorandum #8 – Striping, Signage and Traffic Control Schematics

Task 11: Interagency Coordination – As implementation of the access plan and the bypass alternative will require the consent of other agencies, such as ADOT and the US Forest Service, as well as coordination with Yavapai County as they update the Verde Valley Transportation Plan, Carter & Burgess will work with the Town and the PAC to provide up to date information to the various decision makers.

Task 12: Prepare Report - Carter & Burgess shall prepare a written report complete with tables and graphics which will document and summarize data collected, discuss the analysis methodology and present the results of the analysis, present the access and bypass alternatives and discuss the advantages, disadvantages and preliminary costs for each, and finally present recommended alternatives. The various technical memorandums prepared for each task will be used as chapters of the report.

The Draft report will be submitted to the PAC for comment. Carter & Burgess will address the comments and recommendations made by the PAC and provide a Final Draft Report to the PAC and Town Council for comments. A Final Report will be submitted that incorporates the PAC and Town Council comments for adoption.

Carter & Burgess shall attend one (1) meeting to present the finding and recommendations of the study to Town Council.

Deliverables:

Five (5) bound and one (1) unbound copies of the Draft Report.

Ten (10) bound and one (1) unbound copies of the Final Draft Report, along with an electronic copy (PDF) on CD.

Ten (10) bound and one (1) unbound copies of the Final Report, along with an electronic copy (PDF) on CD.

3. SCHEDULE

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date: **April 4, 2007**

Submitting Department: **Clerk's Office**

Contact Person: **Debbie Barber**

Consent: Regular: Requesting Action: Report Only:

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input checked="" type="checkbox"/> Other: | |

Agenda Text (Be Exact): **Possible approval to exceed the Clerk's Office Election Line Item by approximately \$5,000. This is an under-budgeted item from the General Fund.**

Staff Recommendation: **Approve**

Budgeted/Amount No \$ \$5,000

Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund: **01-50-52-7500 Elections**

Purpose of Item and Background Information: **When the budget estimates of \$10,000 were prepared, the cost of a referendum was not included. Referendum elections require the printing and mailing of publicity pamphlets. The printing costs associated with the Impact Fees exceeded \$8,500 for the translation, printing, and mailing of the pamphlet. We need no more than \$5,000 for the General Election in May.**

List All Attachments as Follows: **Primary Election Invoices**

Signatures of Submitting Staff:

Name: Debbie Barber Title: Clerk



Elections Operations Services
 18986 North 74th Drive
 Glendale, AZ 85308
 (623) 561-8346

INVOICE NUMBER:	JURISDICTION:	INVOICE DATE:	DUE DATE:	ELECTION DATE:	ELECTION TYPE:
2007-010	Camp Verde, Town of	2/26/2007	3/13/2007	3/13/2007	X Primary
					General
					Special
					Other
					Supplies
					Est. Postage Pre-pay

Deborah Barber, Town Clerk
 Town of Camp Verde
 P O Box 710
 Camp Verde, AZ 86322

DESCRIPTION	Quantity	Pages	Size	Styles	Subtotal
Notice Mailing Services:					
Consulting					
Mail Ballot Election Notice					
Layout					
Translations					
Label Production/De Dupping for Notice					
Labeling					
Zip Sorting					
Delivery to Post Office					582.75
Information Report/Publicity Pamphlet/Sample Services:					
Consulting					
Layout					
Translations					
Label Production/De Dupping					
Labeling					
Zip Sorting					
Delivery to Post Office					2,605.18
Ballots:	5,100				1,203.60
Notice:	4,655				183.87
Notice Postage:					870.49
Information Report/Publicity Pamphlet/Sample:	3,100				
Information Reports/Publicity Pamphlets/Samples:		24	8.5 X 11	1	2,192.27
Information Report/Publicity Pamphlet/Sample Postage:					565.06

INVOICE AMOUNT:	8,203.22
CREDITS:	0.00
BALANCE DUE:	\$8,203.22

THANK YOU FOR YOUR ORDER - PLEASE REMIT FROM THIS INVOICE - THE BALANCE DUE INCLUDES ALL APPLICABLE TAXES/EXPENSES



YAVAPAI COUNTY ELECTIONS

1015 Fair Street, Room 228

Prescott, AZ 86305

Phone: 928-771-3250

Fax: 928-771-3446

INVOICE

Name: Town of Camp Verde

Address: 473 South Main Street STE 102

City: Camp Verde, AZ 86322

ATTN: Debbie Barber, Town Clerk

Invoice Date: March 26, 2007

Election Date: March 13, 2007

DESCRIPTION

Fees for the March 13, 2007 Primary Election

Cost per Registered Voter: \$ 0.50

Number of Registered Voters: 4,591

Amount Due: \$ 2,295.50

Please make checks payable to: Yavapai County Elections

Include a copy of this invoice with payment.

Thank you.

PURCHASE ORDER
Town of Camp Verde
P. O. Box 710 • Camp Verde, Arizona 86322 **NO. 16492**
(928) 567-6631

TO: Yavapai County Elections
 1015 Fair Street Room 228
 Prescott, AZ 86305

Vendor Number 2645
 Date 3-28-2007 20
 TERMS _____
 Deliver on or before _____
 Fund _____ Acct. No. 01-50-52-7500
 Deliver To _____

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Fees for March 13, 2007 Primary Election		
	Cost per Registered Voter \$.50		
	# of registered voters 4,591		
	Subtotal:		
	Tax		
	Total		\$2 ⁰⁰ / ₁₀₀ ,295.50

FOR FINANCE DEPARTMENT ONLY

AUDITED BY	INVOICE NO.	VOUCHER NO.	FUND	DEPT.	ACCOUNT NO.	AMOUNT	P.O. NO.
ENTERED: BY DATE							
					TOTAL		

Instructions to Vendors:

1. Purchase order number **MUST** appear on invoice.
2. Submit invoices for each purchase order.
3. Prepay all transportation charges and add to invoice total.

Originating Department CLERK
D. Barber
 Date _____ Department Head Authorization

RECEIVED

Date _____
 By _____
 Approved for pmt. by _____
 Accounting Department approval as to
 availability of funds _____

Town Manager Approval

WHITE: Vendor

YELLOW: Originating Dept.

PINK: Finance