

AGENDA



**REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, MAY 2, 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) April 24, 2007 – Budget Work Session
- 2) April 18, 2007 – Regular Session
- 3) April 18, 2007 – Executive Session

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

- 1) Budget Work Session – May 9, 2007 at 4:00 p.m.
- 2) Regular Session – May 16, 2007 at 6:30 p.m.
- 3) Council Hears Planning & Zoning – May 23, 2007 at 6:30 p.m.

c) **Possible acceptance of the Housing Commission and Library Advisory Commission's Quarterly Report.**

d) **Possible award of bid for Project #07-037 Supply and Delivery of Liquid Asphalt Products and authorization to execute the contract documents.** There is a budgeted item in the amount of \$40,000.

e) **Possible award of bid for Project #07-038 Supply or Supply and Delivery of Aggregate Base Course, 1 ½" Borrow, Washed Sand, and 3/8" Chips and authorization to execute the contract documents.** This is a budgeted item in the amount of \$30,000.

f) **Possible approval of a letter of support for the Camp Verde Fire District's 2007 AFG Grant.**

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

Council Member Hauser asked for Item #6:

6. **Discussion, consideration, and possible assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of the Town Manager. This agenda item shall be conducted with or without all Council members present provided a quorum of Council is present.**

7. **Presentation by the Victory Ranch for Children regarding their activities. This item may include discussion by Council.**

8. **Discussion, consideration, and possible determination to either grant or deny an appeal to the Mayor and Council regarding the imposition of Impact Fees for Building Permit #2007101FP for a single family residence to be constructed on parcel 404-12-394 submitted by Destry Finch, agent for BG & GD LLC, owners.**
9. **Discussion, consideration, and possible award of contract to Carter & Burgess for Project #07-035, Request for Proposal and Statement of Qualifications to conduct Professional Consultant Services for the Small Area Transportation Study.** This is an unbudgeted item. However, ADOT has agreed to contribute \$100,000 for this project and the Town will contribute \$24,295 from HURF Contingency.
10. **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, and discussion of possible alternatives.** This is an unbudgeted item with \$26,000 coming from Transportation Enhancement and the remaining balance of \$92,129 will be included in the FY 07-08 budget.
11. **Staff update and Council discussion pertaining to the recent April 11th ADOT meeting on Statewide Access Management Plan.**
12. **Discussion, consideration, and possible approval of a collection agreement between the USDA, Forest Service, Coconino National Forest, and Camp Verde's Trails and Pathways Commission.**
13. **Call to the Public for Items not on the Agenda.**

There will be no Public Input on the following items:

14. **Advanced Approvals of Town Expenditures**
 - a) **There are no advanced approvals.**
15. **Manager/Staff Report**
16. **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.
17. **Adjournment**

Posted by: 

Date/Time: 4-27-07 11:20 a.m.

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

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

**MINUTES
WORK SESSION
MAYOR and COMON COUNCIL
of the
TOWN OF CAMP VERDE
Camp Verde Marshal's Office Training Room
646 S. First Street
Tuesday, April 24, 2007
4:00 p.m.**

Minutes are a summary of the discussion. They are not verbatim.
Public input is placed after Council discussion to facilitate future research.

1. Call to Order

Mayor Gioia called the meeting to order at 4:04 P.M.

2. Roll Call

Mayor Tony Gioia, Vice Mayor Brenda Hauser, and Councilors Jackie Baker, Howard Parrish, Bob Kovacovich, Councilor Mike Parry and Ron Smith were present.

Also Present:

Finance Director Dane Bullard, Town Manager Bill Lee, Candidate Norma Garrison and Recording Secretary Sharon McCormick

3. Pledge of Allegiance

There was no flag available in the CVMO Training Room.

4. FY 2007/2008 General Fund Operating Budget

Dane Bullard, Finance Director gave a power point presentation regarding the budget, starting with a budget overview that included projected sales tax, construction tax and total estimated revenues. He then explained General Fund Revenues vs. Expenditures and provided a 7-year comparison. He discussed payroll related issues, current staffing levels, additional staffing requests, and a new salary schedule proposal.

Bullard explained how the 1% sales tax is split, and how the bed tax comes into the general fund. There was discussion regarding the position of Public Works/Engineer and Maintenance Departments and discussion regarding possible outsourcing of these tasks.

5. Adjournment

On a motion by Baker, seconded by Hauser, the meeting was adjourned at 5:40 P.M.

Tony Gioia, Mayor

Sharon McCormick – Recording Secretary

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, APRIL 18, 2007
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 Bill Sims, Finance Director Dane Bullard, Community Development Director Nancy Buckel, Town Engineer Ron Long, Housing Director Matt Morris, Councilor-elect Greg Elmer, Town Clerk Debbie Barber and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Smith.

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

a) Approval of the Minutes:

- 1) April 4, 2007 – Special Session
- 2) April 4, 2007 – Regular Session
- 3) April 4, 2007 – Executive Session
- 4) March 28, 2007 – Regular Session

b) Set Next Meeting, Date and Time:

- 1) Council Hears Planning & Zoning – April 25, 2007 at 6:30 p.m.
- 2) Regular Session – May 2, 2007 at 6:30 p.m.
- 3) Regular Session – May 16, 2007 at 6:30 p.m.
- 4) Council Hears Planning & Zoning – May 23, 2007 at 6:30 p.m.

c) Possible acceptance of Ann Nason's resignation from the Library Advisory Commission with appreciation for her service.

d) Possible approval of a Special Event Liquor License for the American Legion Post 93 as a fundraiser for the Camp Verde Wrestling Team. The event is scheduled for April 20 & 21, 2007.

e) Discussion, consideration, and possible approval of the Agreement for Joint Use of Athletic Facilities and Recreational Easement with Chester-Campbell LLC for Sunnyside Park.

On a motion by Baker, seconded by Kovacovich, the Council unanimously approved the Consent Agenda as presented, with 4.d) pulled, and the addition of a budget session on Tuesday, April 24 at 4:00 p.m.

Smith requested that an agenda item be set for next Wednesday to review some complaints listed by the HR Director. Town Manager Lee commented on his attendance at a presentation on the Manager/Mayor form of government, and suggested planning a retreat, hiring a facilitator,

and trying to work through some recent issues that need to be resolved, and without newspaper reporters present; Lee will work on the arrangements. Finance Director Bullard requested that meeting dates and times be scheduled to work on the 07-08 budget; Tuesday, April 24 at 4:00 was set for the preliminary review. Mayor Gioia requested that Item 4d) be pulled for discussion.

4.d) Possible approval of a Special Event Liquor License for the American Legion Post 93 as a fundraiser for the Camp Verde Wrestling Team. The event is scheduled for April 20 & 21, 2007.

On a motion by Gioia, seconded by Parry, the Council unanimously approved the recommendation for a Special Event Liquor License for the American Legion Post 93 as a fundraiser for the Camp Verde Wrestling Team; the event is scheduled for April 20 & 21, 2007.

Commander Tucker, American Legion Post 93, outlined the event hosted by Steve Coury to raise money for the children in the wrestling program; the Post would like to help with the fund-raising and is requesting approval of the application for a liquor license. There was a question regarding including the Town as an additional insured. Attorney Sims expressed his opinion that because the event will be held on private property the Town would incur little liability, if any; Sims suggested that the Legion could be asked to include the Town, but not if it would cost them an additional amount.

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

For the benefit of the public attending, Lee displayed one example of the type of plaques and stands that will be placed throughout the Town in connection with guiding the Walking Tour of the Town's historical points, and gave an overview of the plans for creating public awareness. Staff was commended for their work on the project.

There was no further public input.

6. Presentation by ADOT Prescott District Engineer Dallas Hammit regarding the SR 260 improvements and potential development, followed by discussion.

There was no action taken.

Dallas Hammit, ADOT Prescott District Engineer, made a Power Point presentation on the upcoming plans for State Route 260, including widening and safety improvements, detailing the funding that had been allocated for the overall plans. Following the presentation, the Council protested, among other issues, the plan for the Coury Drive access point remaining a minor intersection, the adverse effect of the plans on Camp Verde's economic development, and the planned primary access to the proposed Cottonwood Gateway development. Hammit said that decisions on access management are made at the District and Director's level; in addition, priorities for projects that will be funded are determined by the State Transportation Board. Hammit advised the Council that the line of sight problem that exists at the Senior apartments at the 260 bypass will be corrected by ADOT, possibly by the end of May.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Rob Witt proposed a plan for possibly acquiring State Lands and curving a portion of 260 to get the required distances for intersections, which would make it possible for Steve Coury to get the necessary access for which he has indicated he will invest \$6 million. Witt maintained that Cottonwood is punishing Steve Coury for moving into Camp Verde, which harms Camp Verde as well.

Steve Coury commented that the 600-foot requirement for his business does not seem to be shown on the proposed development drawing displayed by Hammit. In addition, he believes the access at Coury Drive was not shown at any of the final public meetings, or in the papers for the last two years.

There was no further public input.

7. ~~**Discussion with the Town Manager concerning his performance review.**~~ Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with the attorney; ARS §38-431.03(A)(4) for discussion or consultation with the attorney in order to consider its position and instruct the attorney regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation; and ARS §38-431.03(A)(1) for discussion or consideration of assignment, appointment promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.
8. ~~**Discussion, consideration, and possible assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of the Town Manager.**~~
9. **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.**
Staff was directed to go back and together with the proposed consultant, form an informal project advisory group to advise the consultant, revise the scope, ask the consultant for the resulting new price, and bring the request for award of contract back to Council as soon as possible.

Lee said that following the ADOT public hearings approximately a year ago on the proposed access management plan along 260, he and Town Engineer Ron Long met with County and ADOT personnel to discuss taking another look at the plan along 260 since Camp Verde had not gotten what it wanted; they suggested hiring a consultant to help with a plan. Long outlined the steps that were taken in soliciting the subject Carter & Burgess contract for an access management plan, and gave a brief overview of what the plan would provide. Dallas Hammit cautioned that such a plan would have to be acceptable not only ADOT but also Cottonwood, Jerome and Clarkdale, and stressed the requirement to hold public hearings. He also indicated that a management plan that can be approved would be beneficial; however, there is no guarantee that the plan would be approved by ADOT.

The Council discussed the scope of the contract in detail with Ron Long, together with input from Dallas Hammit, and Mike Riggs of the consultant firm, including the cost and terms for payment and objection to including a study of possible bypass routes. Sims advised the Council that because of considering changes in the scope of work prior to award of the contract, under the procurement rules of the State of Arizona, the Council still has two approaches: The contract could be awarded tonight and the cost determined as the work is done, with the option of terminating the contract on a five-day notice, or the consultant can come back with an entirely different agreement with a different scope, as an alternative. It was requested that staff work with the consultant to eliminate that portion regarding a bypass and to bring back a revised scope of work and deliverables as discussed, as well as the revised cost, to the Council as soon as possible. In addition, a project advisory committee will be created to advise the consultant.

PUBLIC INPUT

(Comments from the following individual are summarized.)

Andy Groseta, property owner on Hwy 260, said he was pleased that the Town plans to hire a consultant and believes that the emphasis should be Hwy 260 to enhance development along that highway with access to properties.

There was no further public input.

10. **Discussion, consideration, and possible approval of an Intergovernmental Agreement with the Camp Verde Sanitary District.**

On a motion by Gioia, seconded by Baker, the Council voted unanimously to go into Executive Session with the Attorney for a discussion on the Intergovernmental Agreement with the Camp Verde Sanitary District.

Town Attorney Sims reminded the Council that a couple of different approaches had been considered as to how the Town can help the Sanitary District; a different approach involving a pledge of sales taxes was agreed to at the last meeting. A revised agreement was drafted that was acceptable to the Sanitary District and their attorney. However, comments were just received from their bond attorney that present a challenge; some issues and changes in language need to be worked on, which will take about a week. Sims briefly referred to some of those issues, but did not want to go into the specifics and recommended going into Executive Session in order to advise the Council as to how he and the District's attorney are trying to resolve the issues with the District's bond attorney.

PUBLIC INPUT`

(Comments from the following individual are summarized.)

Rob Witt said he has appreciated working with Town staff and also appreciates Jim Ledbetter serving as the Sanitary District's attorney as well; without the Town's help, the District would not be where it is now.

There was no further public input.

The following Items 11 through 14 were addressed prior to adjournment for Executive Session.

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

There was no public input.

12. **Advanced Approvals of Town Expenditures**

a) There are no advanced approvals.

There were no advance approvals of Town expenditures.

13. **Manager/Staff Report**

There was no Manager/staff report.

14. **Council Informational Reports**

Smith reported on the upgrades that have been made to the pool and commended staff for their work.

Baker thanked the Fort for the history of the Soldiers this past weekend.

Parry commented on his enjoyment watching the Little League children and the adults, and observing their energy and enthusiasm; the Town badly needs ball fields.

Parrish said he also enjoyed watching the kids play baseball.

Hauser expressed her appreciation to staff for the Easter egg hunt and their work with the kids.

Gioia commented on the History of the Soldier that coincided with the 50-year celebration of State Parks; he said he also enjoyed the Opening Day of Little League and agreed that ball fields are needed right away.

A recess was called at 8:52 p.m.; the meeting was called back to order at 9:15 p.m.

Housing Commission
Quarterly Report
January, February and March
2007

Mission Statement

The Town of Camp Verde Housing Commission will strive to maintain and foster an environment where a variety of decent, safe and sanitary, and affordable housing opportunities are available for all age groups and socio-economic levels.

The Town Council appointed the Housing Commission December 21, 2005. The members of the Commission are:

Chairperson	Jeremy Bach
Vice Chair	Norma Garrison
Commissioner	Bill Carter
Commissioner	Ann Everett
Commissioner	Dave Freeman
Commissioner	John McReynolds
Commissioner	Virginia Jones – Resigned in October
Commissioner	Linda Buchanan – Appointed by Council November 15 th

The Commissions regular meetings are the third Tuesday of each month at 4:00 p.m. in room 106.

January

- Week of January 15-19 as “**Home for Arizonans Week**”.
- January 30, 2007 @ 6:p.m. **Public Workshop for the Town owned 5-acre property located on Cliffs Parkway**, at the Town Hall Complex in Room 206 and 207.
- Chairperson Bach to participate in “Representative” group with Commissioner McReynold to serve as alternate.
- Morris states Town Code requires a Commission to review budget. Morris suggests intensive week-long training program by Affordable Housing Institute.
- Review Sleepy Hollow project.

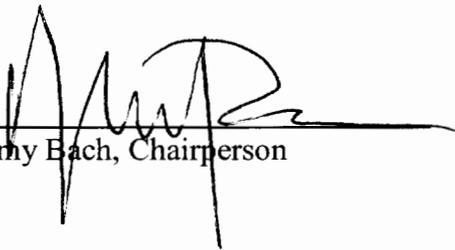
February

- Neighborhood Meeting for the Town owned 5-acre property located on Cliffs Parkway, facilitated by the Town on February 26, 2007 @ 6:00 at the Town Hall Complex in Room 206/207. A second meeting is needed.
- Morris gave staff Report to the School Board regarding efforts of the Town to provide attainable housing opportunities. Morris will give future reports.

March

- Accepted Bill Carters resignation.
- The Housing Commission recommended against the proposed trade of Cliffs Parkway property for parcel 403-22-008.

- Housing Dept. Director Matt Morris recommended the NeighborWorks Training Institute.
- Drachman Institute to present at April 10, meeting re: 5 acre parcel.



Jeremy Each, Chairperson

LIBRARY ADVISORY COMMISSION
of the
TOWN OF CAMP VERDE

Fourth Quarterly Report 2006

1. Annual election was held Vice Chairperson Mina was elected Chairperson. Commissioner Jim Long was elected Vice Chairperson.
2. Heard Reports and discussed what happened at the last Design Review Board Ordinance Meeting each month as appropriate.
3. There was nothing new to report and discuss on the general design and construction process for the new library building.
4. Director Laurito reported on the Endowment group activities which once again became active in September.
5. Listened to a presentation by Deputy Town Clerk Virginia Jones on Arizona Open Meeting Laws.
6. Discussed educating the public on the Camp Verde Public Library
7. Heard a report on the County / Jerome Library Fee changes.
8. Discussed increasing the library hours of operation.
9. The commission voted not to meet in December.

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

Meeting Type: Regular

Meeting Date: 5/2/2007

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 bid for Project # 07-037 Supply and Delivery of Liquid Asphalt Products and authorization to execute the contract documents.

Staff Recommendation: Approve Budgeted/Amount (Yes) \$40,000

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

Line Item/Fund: 20-70-76-9540

Purpose of Item and Background Information: The Town goes out to bid on an annual basis for Supply and Delivery of Liquid Asphalt Products. Staff recommends awarding the bid to Cactus Transport Inc. since they were the only bidder. We have contracted with Cactus Transport Inc. in the past and we are satisfied with their product and they are a good company to do business with.

List All Attachments as Follows: Bid documents & contract

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: Ron Long **Title:** Public Work Director/Engineer
TOWN MANAGER/DESIGNEE

Town of Camp Verde

Supply and Delivery of Liquid Asphalt Products

Project # 07-037

Tabulation of Bids Received Tuesday, April 3rd, 2007, 3:00 P.M.

BIDDER

CITY/STATE

TOTAL BID
AMOUNT

<u>BIDDER</u>	<u>CITY/STATE</u>	<u>TOTAL BID AMOUNT</u>
1. Cactus Transport	Tolleson, AZ	MC-250 - 600.00 per ton
2.		
3.		SSI H - 435.00 per ton
4.		
5.	(MC-250)	23 Ton minimum delivery
6.	SSI H	8 Ton minimum delivery
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

PROJECT BID PICK UP
PROJECT NAME
Town of Camp Verde
Supply and Delivery of Liquid Asphalt Products
Project # 07-037

FILL IN ALL INFORMATION:
 (Get business card when possible)

Page 1 of _____

Cactus Transport, Inc
 Company Name

Contact Person
 8211 W. Sherman St
 Mailing Address

Tolleson	AZ	85353
City	State	Zipcode

Phone # & Area Code
 1-877-242-9983

Fax #

Seal Master
 Company Name

Contact Person
 2020 W McDowell Rd
 Mailing Address

Phoenix	Az	85009
City	State	Zipcode

Phone # & Area Code

Fax #

Brewer Cote Southwest
 Company Name

Contact Person
 5226 W. Missouri Ave
 Mailing Address

Glendale	AZ	85301
City	State	Zipcode

623-931-3728

Phone # & Area Code
 623-842-0714

Fax #

Ergon Asphalt Products Inc
 Company Name

Contact Person
 420 N. Roosevelt Ave
 Mailing Address

Chandler	Az	85226
City	State	Zipcode

1-800-528-8242

Phone # & Area Code
 480-940-0313

Fax #

Paramount Petroleum Corp
 Company Name

Contact Person
 1935 W. McDowell Rd
 Mailing Address

Phoenix	AZ	85009
City	State	Zipcode

602-252-3061

Phone # & Area Code

Fax #

Koch Asphalt Solutions
 Company Name

Contact Person
 PO Box 2209
 Mailing Address

Peoria	AZ	85380
City	State	Zipcode

623-939-3311

Phone # & Area Code

Fax #

Contract Documents

for

**Supply and Delivery of Liquid Asphalt Products
Project No. 07-037**

2007

Town Council

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

Town Manager

Bill Lee

Public Works Engineer

Ron Long



Table of Contents

Supply and Delivery of Liquid Asphalt Products Project No. 07-037

<u>Table of Contents</u>	<u>Page</u>
Invitation to Bid (RFP)	3
General Conditions	4-6
Technical Specifications	6-9
<u>Contract Forms</u>	
Proposal	10-11
Subcontractor's Certification	12
Contract	13-14

**REQUEST FOR PROPOSALS
SUPPLY AND DELIVERY OF LIQUID ASPHALT PRODUCTS
PROJECT NO. 07-037
TOWN OF CAMP VERDE**

Sealed Bids will be received at the **Street Department, 395 S. Main Street, Camp Verde, Arizona 86322**, until **2:30 p.m. on Tuesday, April 3rd, 2007** for **Supply and Delivery of Liquid Asphalt Products, Project No. 07-037**. Bids will be opened at 3:00 p.m. on Tuesday, April 3rd, 2007 at the Street Department, 395 S. Main Street, Camp Verde, Arizona 86322.

Contractors desiring to submit proposals may obtain copies of detailed plans, specifications and proposal form and full information as to the proposed work, at the Camp Verde Street Department, 395 S. Main Street, Camp Verde, Arizona 86322. The Town of Camp Verde retains the right to reject any or all proposals as it may be deemed best for the interest of the Town of Camp Verde.

The Town specifically reserves the following rights: 1) to waive minor bid irregularities; 2) to further negotiate with the successful bidder; and 3) to reject any or all bids/proposals received. Bids/proposals will be evaluated on the "lowest responsible bidder" indicating that factors other than direct cost (to include, but not limited to, quality, availability, warranty or training) may be considered. The Town of Camp Verde reserves the right to reject any or all proposals as may be deemed in the best interests of the Town.

Publish: March 21st, 2007 and March 28th, 2007

Request for Proposal

General Conditions

1. Preparation of Bids

- A. All information requested by bidders shall be entered as specified in the appropriate space on the forms prepared by the Town of Camp Verde as part of the Contract Documents. **The Bid packet shall contain the Bid Proposal, a Signed Contract, and any Addendum Acknowledgements. Failure to do so may disqualify your bid.**
- B. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.
- D. Time of delivery shall be stated as, the number of calendar days or number of hours following receipt of the order by the bidder, to receipt of the goods or services by the Town.
- E. All bids shall be signed by an authorized officer or authorized employee of the bidder.
- F. Bids must be submitted by the date and prior to the time specified in the Request for Bid, to be considered. No late bids, telegraphic or telephone bids will be accepted.
- G. The Town is not responsible for bidder's errors or omissions.
- H. **Bid must be submitted in envelope and plainly marked with the bid title and closing date shown.** The Town of Camp Verde will not be responsible for those bids that are not marked appropriately and/or sent to the wrong address. **Return ALL pages of the Request for Proposal packet, including SIGNED Contract Documents. (Mailing Address: 395 S. Main St Camp Verde, AZ 86322.)**

2. Brand Names

- A. Brand names and numbers when used are for reference to indicate the character or quality desired. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted, shall be implied. The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude any other manufactured products of comparable quality, design, and efficiency.
- B. Equal items will be considered, provided the bid clearly describes the item. Bids for equal items shall state the brand and number or level of quality. The determination of the Town as to what items are equal shall be final and conclusive.

- C. When the bidder does not state brand, number, or level of quality, it is understood that the bid is exactly as specified.
- D. The item(s) described in the specification shall be new, unused, manufacturer's latest improvements, unless specified otherwise. The item(s) bid shall include all standard materials and equipment, and shall include all items to provide functional and/or operational units. Items modified or designed specifically to meet these specifications, which are not normally standard items in the industry, will not be considered. This does not preclude the changing of minor ingredients or components to those specified, so long as proper engineering and testing has occurred, documentation is furnished with the bid, and the Town is supplied with acceptable, fully functional, and operational materials or equipment.
- E. All workmanship and materials shall be of good quality. All materials and equipment shall meet all applicable and current OSHA, EPA, Federal, Arizona State and industry regulations and standards in effect at delivery.
- F. Bidders shall be responsible for any and all licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.
- G. The item(s) bid shall meet or exceed these specifications. Compliance with or exception to the specifications shall be indicated on the bid. Exceptions to these specifications as noted by the bidder will be subject to evaluation and consideration by the Town as to quality, suitability, compatibility, and design integrity in relation to the intended use.
- H. The evaluation of bids and the determination of acceptability of the supplies, equipment, materials, or services bid shall be at the sole responsibility of the Town, and will be based on information furnished by the bidder, or identified in the bid, as well as other information reasonably available to the Town. The decision of acceptability made by the Town shall be final.

3. **Samples**

Sample items, when requested shall be furnished free of cost of any sort to the Town. Samples of items selected may be retained for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request of the bidder.

4. **Taxes**

All bid prices shall include ALL APPLICABLE TAXES including, but not limited to, Arizona Vendors-Transaction Privilege Tax and Out of State Vendors-Use Tax.

5. **Liabilities**

The bidder shall hold the Town, its officers, agents, servants and employees harmless from liability of any nature of any kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, articles, or appliances furnished or used under this bid and agrees to indemnify the Town at his own expense for any and all actions brought against the Town because of the

unauthorized use of such articles, composition, process, invention, items or appliances including expert witness fees and attorney fees incurred by the Town.

6. **Default by Bidder**

In case of default by the bidder, the Town may procure the items or services from other sources and may deduct from any monies due, or that may thereafter become due to the bidder, the difference between the price named in the contract, or purchase order and the actual cost thereof to the Town. Prices paid by the Town shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Town.

7. **Awards**

This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the Town concerning price, conformity to the specifications and other factors. The Town Council reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of the Town of Camp Verde.

8. **Termination of Contract**

Justification for termination of this contract shall include, but not be limited to A.R.S. § 38-511, workmanship, improper quality of material, insufficient workers, insufficient equipment, or budgetary limitations. The Town may terminate or cancel this contract at any time for any reason, with or without just cause. Additionally, failure on the part of the Contractor/Vendor, to meet the provisions of those sections of this Contract dealing with supply and/or delivery, start and completion of work, or complete installation procedures of traffic control where required, shall be sufficient grounds, on the part of the Town to abandon, cancel or suspend the Contractor's/Vendor's services at any time. The Contractor/Vendor shall be paid for those units satisfactorily supplied or installed at the unit price bid up to the time of cancellation. The Contractor/Vendor shall be given thirty (30) days written notice to termination. If termination of the contract should occur, the Department may, at its option, recommend to the Town Council to award the contract to the second lowest bidding Contractor/Vendor or select to re-advertise and re-bid the balance of the contract, or select not to re-bid or award the contract.

9. **Delivery**

It shall be the bidder's responsibility to meet the delivery requirements of the Town, as called for in the Technical Specifications. The Town of Camp Verde reserve the right to obtain equipment, materials, or services on the open market in the event the vendor fails to make delivery and any price differential will be charged against the vendor.

10. **Pre-Bid Conference** A Pre-Bid Conference will be conducted on **March 29th, 2007 at 9:00 a.m.** at the Parks & Rec Conference Room, 395 S. Main Street. Interested parties should be present at the Pre-Bid Conference. Contractors shall direct any questions regarding this project to Ron Long, Public Works Engineer, Town of Camp Verde. Mr. Long can be reached at the address noted elsewhere in these bid documents for the Town of Camp Verde or at the following telephone numbers: 928-567-0534, or fax 928-567-1540.

Technical Specifications Liquid Asphalt Products

1. Prices given on this bid shall be effective for **six (6) months** from the date of the award or from the date that any current/existing contract expires. Prices shall be in effect for the duration of the contract at the unit prices bid.
2. It is anticipated that multiple bidders may be awarded contracts for **Supply and Delivery of Liquid Asphalt Products**.
3. The Town may, at its option, extend the contract for an additional period of one month to one year at the unit price(s) bid with the approval of the Town Council and the Contractor/ Vendor.
4. **Quantities.** The parties specifically understand and agree that the quantities used for bidding purposes are estimates of Town needs and in no event shall the Town be obligated to purchase the exact quantities of any item set forth in the bid. The Town does not guarantee any maximum or minimum amounts of purchase.
5. **Product:** Liquid and emulsified asphalt and liquid and emulsified recycling agents shall conform to all applicable requirements of Arizona Department of Transportation (ADOT) Standard Specifications Section 1005-Bituminous Materials for Surfacing.

Emulsified Cold Recycling Agent shall be Cyclogen ME, Manufactured by Golden Bear Oil Specialties, in Chandler, AZ, or approved equal.

Polymerized Asphalt Surface Sealer shall be PASS or PASSQB, manufactured by Western Emulsions, in Tucson, AZ, or approved equal.

6. **Material Delivery/Placement:** Liquid asphalt produce for surface treatment shall be placed in accordance with ADOT Standard Specification Section 404-3.02(A) and 404-3.05. Placement of asphalt product shall be done utilizing an application-measuring device. Application rate shall be determined and specified by the Town Engineer or his authorized representative.

The standby time shall apply to time at the project site and only after the first 2 hours of unloading.

If, in the opinion of the Town Engineer or his authorized representative, liquid asphalt product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be reapplied at no additional cost to the Town.

7. **Testing/Material Certifications:** The awarded bidder is responsible for all laboratory tests and certifications to assure that all material is in conformance with the requirements set forth in these specifications. It is the responsibility of the vendor to furnish material certifications at the time of delivery. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

8. **Material Sampling:** Material(s) will be sampled for compliance, as deemed necessary by the Town. Any material not meeting the specifications of this contract will be rejected.
9. **Material Orders:** the Town shall give the vendor 72 hours advance notice of material needs. The vendor shall make materials available for pick-up or arrange delivery within this period as directed by the Town.
10. **Measurement and Payment:** The liquid and emulsified asphalt products will be measured by the ton and shall be weighed on approved scales furnished by the bidder or on certified public scales at the bidder's expense. The collected weight tickets at the source or at the selected delivery location will determine quantities of material.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the Town representative if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Whenever a liquid or emulsified asphalt product return occurs, the successful bidder shall supply the Town with a weigh back ticket documenting the quantity of unused product. The Town shall not be billed for any quantity of unused product.

Whenever there is a return of unused oil product, that is a result of the Town limiting the spread or storage of the oil product, the Town shall pay the successful bidder the amount of \$200.00 to pay for all related freight costs and pump off costs related to oil product return.

11. Unit prices bid shall be price per ton.
12. **Prices:** Prices shall be in effect for the duration of the contract at the unit prices bid and shall include **ALL APPLICABLE TAXES**, with a price adjustment as follows:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item that contains bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of materials as required, including the "initial cost" of bituminous materials. The initial cost of bituminous materials will be specified on a per ton basis by the contractor in his bid in addition to the overall unit price for the item. This initial cost of bituminous material will be used for a monthly adjustment in compensation for the bituminous material on the ADOT Monthly Index as follows:

The adjustment in compensation, either increase or decrease, for bituminous materials will be based on the percentage change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be based on the percentage specified in the mix design. Additionally, the

adjustment for compensation for bituminous material will be based on the tons of bituminous material prior to dilution.

This adjustment will apply to bituminous material only. No other increased costs, including charges, expenses, or taxes will be allowed.

13. **Weather Delays/Unforeseen Conditions:** In the event of unexpected weather delays or other work stoppages due to unforeseen conditions, beyond the control of the bidder, which would preempt the days work, the successful bidder shall be paid for stand by time as identified in the bid. The stand by rate shall only apply to time at the project site, and until such time as the equipment is directed to leave due to weather or other unforeseen conditions.

The Town Engineer or his authorized representative has the authority to delay or suspend work, and shall strive to notify the successful bidder prior to work start for delays or suspension of work due to unforeseen circumstances such as weather. Notification of delays or suspension of work by the Town Engineer or his authorized representative shall be sufficient basis for no compensation to be paid whether or not equipment/material is delivered to the site.

14. It is the intent of the Town to compensate the bidder based on the accepted quantity supplied and delivered and/or spread at the respective unit price bid. This price shall be full compensation for furnishing all material, labor, equipment, water, etc. necessary to develop and deliver the material as necessary. Prices bid shall include all applicable taxes and freight charges.

At the option of the successful bidder, a copy of the approved freight carrier rate agreement may be provided to the Town for payment to be made to the carrier directly for all approved freight costs incurred as part of this contract. The successful bidder shall invoice the Town for the balance of the appropriate unit price bid. The bill of lading from the successful bidder shall accompany the freight billing for each delivery.

15. Any questions, please contact:

Ron Long
Public Works Engineer
395 S. Main St.
Camp Verde, Arizona 86322
928-567-0534 Extension 129

PROPOSAL

Date: April 3, 2007

Honorable Mayor and Town Council
Camp Verde, Arizona

Ladies & Gentlemen:

In compliance with your invitation for bid and all conditions of the Contract Documents, the undersigned

Cactus Transport, INC.

a corporation organized under the laws of the State of Arizona, a partnership consisting

of Transportation and application of liquid Asphalt

or individual trading as _____ hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required **FOR SUPPLY AND DELIVERY OF LIQUID ASPHALT IN THE TOWN OF CAMP VERDE Project No. 07-037** in strict accordance with the specifications to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner of their property authorized agents, as provided herein, at the unit price(s) **including all applicable taxes including, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax:**

BID ITEM	UNIT PRICE
MC-250 Delivered and Spread (Tail pipe)	\$ <u>600.00</u> /per ton
SS 1H (1:1 Dilute) Delivered and Spread	\$ <u>435.00</u> /per ton

MC-250 23 Ton minimum
SS 1H (1:1 Dilute) 8 Ton minimum

DELIVERY RATE SCHEDULE MAY BE ATTACHED AND SHOULD BE NOTED ABOVE

* After 2 hour spread - 140.00 per hour

Upon Receipt of Notice of Acceptance of this bid, the undersigned will execute the formal Contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Town Council of the Town of Camp Verde Arizona will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informality in any bid, deemed by them to be for the best interest of the Town of Camp Verde Arizona.

The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License Number ROC 179814A and Classification General Eng.

***By signing below the bidder certifies that submissions of this bid did not involve collusion or other anti-competitive practices and that she/he has read, understands and will faithfully execute the terms and conditions stated within this document. The signer also certifies that she/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit bidding offers for the goods or services as specified.**

Respectfully submitted,

Cactus Transport, Inc.
Vendor/Bidder (Company Name)

J. L. Dominguez
Vendor Signature, Title

8211 W. Sherman St., Tolleson, AZ
Vendor (Bidder) ADDRESS 85353

623-907-2800
Telephone

ATTEST:

Witness: If Bidder is an Individual

(Corporate Seal)

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on this **CONTRACT FOR SUPPLY AND DELIVERY OF LIQUID ASPHALT PRODUCTS IN THE TOWN OF CAMP VERDE, Project No. 07-037, Camp Verde, Arizona**, my intention concerning subcontracting a portion of the work, is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer, or his designated representative, prior to award of this contract; and that documentation such as copies of letters, requests for quotations etc., substantiating the actions taken and the responses to such actions, is on file and available for review.

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Cactus Transport, INC.
Name of Firm:

J. R. Dornier
By: (Signature)

President
Title:

4-3-07
Date:



CONTRACT

THIS AGREEMENT made and entered into this 3 day of April, 2007, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and, Cactus Transport, Inc., party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and in the Proposal, to the Contractor by the said Owner at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY AND DELIVERY OF LIQUID ASPHALT PRODUCTS IN THE TOWN OF CAMP VERDE, PROJECT NUMBER 07-037**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Town Engineer, or his designated representative, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

The "Call for Bids", "Special Conditions", "Specifications", "Proposals", "Plans", and "Addenda" and any other attachment in the Town's official contract documents are hereby understood to be a part of this contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Town Engineer or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the contractor. Payment may be withheld because of defective work not remedied. All claims or disputes arising out of this Contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

In return for the performance of this Contract by the Contractor, the Town agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule

as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year first herein written.

Town of Camp Verde:

Contractor:

By: _____
Mayor

By: J. R. Dominguez
President/Owner

APPROVED AS TO FORM:

ROC-179814A
Contractors License No.

Town Attorney

[Signature]
Secretary

ATTEST:

The Mayor and Council approved this contract for execution at their regular session of _____.

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Contractor on _____, 2007 by _____.

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

Meeting Type: Regular

Meeting Date: 5/2/2007

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 bid for Project # 07-038 Supply or Supply & Delivery of Aggregate Base Course, 1 1/2" Borrow, Washed Sand and 3/8" Chips and authorization to execute the contract documents.

Staff Recommendation: Approve Budgeted/Amount Yes \$30,000

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

Line Item/Fund: 20-70-76-6028

Purpose of Item and Background Information: The Town goes out to bid on an annual basis for Supply or Supply & Delivery of Aggregate Base Course, 1 1/2" Borrow, Washed Sand and 3/8" Chips and we had two companies submit a bid, Yavapai Apache Sand & Rock and Rinker Materials. Staff recommends awarding the annual bid to both companies Yavapai Apache Sand & Rock and Rinker Materials because this will allow the Town the option to purchase from either company at the lowest bid. We would like to have this option to purchase ABC, 1 1/2" Borrow, Washed Sand and 3/8" Chips from either company because it would give us the flexibility and timing to purchase the products at the lowest costs based on the bid amounts. See attached bid summary for their costs for each product.

List All Attachments as Follows: Bid summary, Bid documents & Contracts

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 Amg Title: Public Work Director/Engineer

Town Manager/Designee: _____

Town of Camp Verde
Supply or Supply and Delivery of Aggregate Base Course, 1 ½" Borrow,
Washed Sand and 3/8" Chips
Project # 07-038
Tabulation of Bids Received Tuesday, April 17th 2007, 3:00 P.M.

	<u>BIDDER</u>	<u>CITY/STATE</u>	<u>TOTAL BID AMOUNT</u>
1.	Rinker Materials	Camp Verde	Type I 5.42 per ton
2.			Borrow - 4.61 per ton
3.			Washed Sand - 10.03 per ton
4.			Alternate Spec. Chips - 11.92 per ton
5.			Delivery - no bid
6.	Yavapai Apache Sand & Rock	Camp Verde	Type I - 5.20 per ton
7.			Borrow - 4.77 per ton
8.			Washed Sand - 9.48 per ton
9.			3/8" chip - 9.75 per ton
10.			Delivery - 4.75 per ton
11.			
12.			
13.			
14.			
15.			

PROPOSAL

Date: 4-5-07

Honorable Mayor and Town Council
Camp Verde, Arizona

Ladies & Gentlemen:

In compliance with your invitation for bid and all conditions of the Contract Documents, the undersigned

Yavapai Apache Sand & Rock

a corporation organized under the laws of the State of N/A, a partnership consisting of N/A or individual trading as _____, hereby

proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required **FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND and 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #07-038** in strict accordance with the specifications to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner of their property authorized agents, as provided herein, at the unit price(s) **including all applicable taxes including, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax:**

BID ITEM:	UNIT PRICE
A. TYPE I (AGGREGATE BASE COURSE)	\$ <u>5.20</u> /per ton
B. BORROW	\$ <u>4.77</u> /per ton
C. WASHED SAND	\$ <u>9.48</u> /per ton
D. 3/8" CHIPS	\$ <u>9.75</u> /per ton
Delivery Cost	\$ <u>4.75</u> /per ton unit

DELIVERY RATE SCHEDULE MAY BE ATTACHED AND SHOULD BE NOTED ABOVE

Upon Receipt of Notice of Acceptance of this bid, the undersigned will execute the formal Contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Town Council of the Town of Camp Verde Arizona will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informality in any bid, deemed by them to be for the best interest of the Town of Camp Verde Arizona.

The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License Number N/A and Classification C/A.

***By signing below the bidder certifies that submissions of this bid did not involve collusion or other anti-competitive practices and that she/he has read, understands and will faithfully execute the terms and conditions stated within this document. The signer also certifies that she/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit bidding offers for the goods or services as specified.**

Respectfully submitted,

Yavapai Apache Sand & Rock
Vendor/Bidder (Company Name)

Rob Wanta Sales Rep.
Vendor Signature, Title

P Box 249 Camp Verde AZ 86322
Vendor (Bidder) ADDRESS

928 567-3109 / 928 300-0911
Telephone

ATTEST:

Witness: If Bidder is an Individual

(Corporate Seal)

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on this **CONTRACT FOR SUPPLY OR SUPPLY AND FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #06-021**, my intention concerning subcontracting a portion of the work, is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer, or his designated representative, prior to award of this contract; and that documentation such as copies of letters, requests for quotations etc., substantiating the actions taken and the responses to such actions, is on file and available for review.

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Yavapai Apache Sand & Rock

Name of Firm:

Bob White

By: (Signature)

Sales Rep.

Title:

4-5-07

Date:



CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2007, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and Yavapai Aleck Sano-Rock, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and in the Proposal, to the Contractor by the said Owner, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, PROJECT NUMBER 07-038.**

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Town Engineer, or his designated representative, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

The "Call for Bids", "Special Conditions", "Specifications", "Proposals", "Plans" and "Addenda" and any other attachment in the Town's official contract documents are hereby understood to be a part of this contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Town Engineer or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the contractor. Payment may be withheld because of defective work not remedied. All claims or disputes arising out of this Contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

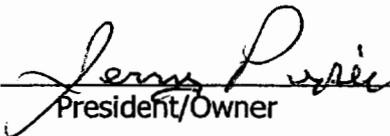
In return for the performance of this Contract by the Contractor, the Town agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year below.

Town of Camp Verde:

Contractor:

By: _____
Mayor

By:  _____
President/Owner

APPROVED AS TO FORM:

Contractors License No.

Town Attorney

Secretary

ATTEST:

The Mayor and Council approved this contract for execution at their regular session of _____.

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Contractor

on _____, 2007 by _____.

PROPOSAL

Date: 4/17/07

Honorable Mayor and Town Council
Camp Verde, Arizona

Ladies & Gentlemen:

In compliance with your invitation for bid and all conditions of the Contract Documents, the undersigned

Rinker Materials

a corporation organized under the laws of the State of Arizona, a partnership consisting of N/A or individual trading as N/A, hereby

proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required **FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND and 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #07-038** in strict accordance with the specifications to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner of their property authorized agents, as provided herein, at the unit price(s) **including all applicable taxes including, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax:**

BID ITEM:	UNIT PRICE
A. TYPE I (AGGREGATE BASE COURSE)	\$ <u>5.42</u> /per ton
B. BORROW	\$ <u>4.61</u> /per ton
C. WASHED SAND	\$ <u>10.03</u> /per ton
D. 3/8" CHIPS / Alternate Spec Attached	\$ <u>11.92</u> /per ton
Delivery Cost	\$ <u>No Bid</u> /per ton mile

DELIVERY RATE SCHEDULE MAY BE ATTACHED AND SHOULD BE NOTED ABOVE

Upon Receipt of Notice of Acceptance of this bid, the undersigned will execute the formal Contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Town Council of the Town of Camp Verde Arizona will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informality in any bid, deemed by them to be for the best interest of the Town of Camp Verde Arizona.

The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License Number N/A and Classification N/A.

***By signing below the bidder certifies that submissions of this bid did not involve collusion or other anti-competitive practices and that she/he has read, understands and will faithfully execute the terms and conditions stated within this document. The signer also certifies that she/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit bidding offers for the goods or services as specified.**

Respectfully submitted,

Rinker Materials
Vendor/Bidder (Company Name)
Brian Dye / Sales Manager
Vendor Signature, Title

ATTEST:

Witness: If Bidder is an Individual

3600 Old Hwy 279, Camp Verde, AZ 86322
Vendor (Bidder) ADDRESS
928-567-2244
Telephone

(Corporate Seal)

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on this **CONTRACT FOR SUPPLY OR SUPPLY AND FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #06-021**, my intention concerning subcontracting a portion of the work, is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer, or his designated representative, prior to award of this contract; and that documentation such as copies of letters, requests for quotations etc., substantiating the actions taken and the responses to such actions, is on file and available for review.

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Rinker Materials

Name of Firm:

Brian Dow

By: (Signature)

Sales Manager

Title:

4/17/07

Date:



CONTRACT

THIS AGREEMENT made and entered into this 17th day of April, 2007, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and Rinker Materials, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and in the Proposal, to the Contractor by the said Owner, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, PROJECT NUMBER 07-038.**

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Town Engineer, or his designated representative, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

The "Call for Bids", "Special Conditions", "Specifications", "Proposals", "Plans" and "Addenda" and any other attachment in the Town's official contract documents are hereby understood to be a part of this contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Town Engineer or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the contractor. Payment may be withheld because of defective work not remedied. All claims or disputes arising out of this Contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

In return for the performance of this Contract by the Contractor, the Town agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year below.

Town of Camp Verde:

Contractor:

By: _____
Mayor

By: Brian Dugan / Rinker Materials
President/Owner

APPROVED AS TO FORM:

N/A
Contractors License No.

Town Attorney

Secretary

ATTEST:

The Mayor and Council approved this contract for execution at their regular session of _____.

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Contractor

on _____, 2007 by _____.



Quality Test Report

Plant 1470-Camp Verde Sand & Gravel
 Product 1317322-CM-11 Chips
 Specification ADOT CM-11



266933546

Sample Information

Sample No 266933546
 Date Sampled 04/16/2007 05:26
 Date Completed 04/17/2007 05:26
 Sampled By Tom Burkett
 Tested By Tom Burkett
 Type Production
 Method Stockpile
 Location Camp Verde-Cherry Pit
 Process VSI
 Ledge
 Other

Weather
 Temp
 Split Sample
 Resample
 Borehole
 Depth Top/Bottom
 Sequence Code

Test Note

Gradation Results

Unit	Moist Mass	Dry Mass	Wash Mass	Moisture %	Wash Loss %									
g	4814.00	4781.60		0.7		Sieve	Mass Retained	Cum Mass Retained	Ind % Retained	% Retained	% Passing	Target	Specification	Comment
						3/8" (9.5 mm)	0.0	0.0	0.0	0.0	100.0		100-100	
						1/4" (6.3 mm)	2983.7	2983.7	62.4	62.4	37.6			
						#4 (4.75 mm)	1326.8	4310.5	27.7	90.1	9.9		0-25	
						#8 (2.36 mm)	437.6	4748.1	9.2	99.3	0.7		0-5	
						#30 (0.6 mm)	3.9	4752.0	0.1	99.4	0.6			
						#200 (0.075 mm)	10.3	4762.3	0.22	99.60	0.40		0-2	
						PAN (0 mm)	19.3	4781.6	0.40	100.00	0.00			

DRAFT

May 3, 2007

Mr. Corey Gruber, Assistant Secretary Treasurer
Office of Grants and Training
Department of Homeland Security
245 Murray Lane, Building, 410, SW
Washington, DC 20528-7000

Dear Mr. Gruber:

Re: Camp Verde Fire District, 2007 AFG Grant CFDA 97.044

On behalf of the Town Council, I am writing this letter in support of Camp Verde Fire District's application for the 2007 Assistance to Firefighters Grant. With the funding of this grant, the District intends to purchase diesel exhaust removal systems for their two fire stations.

We strongly support their endeavor in that:

- The Camp Verde Fire District, (a separate entity from the Town of Camp Verde), provides fire protection and medical emergency response to our 10,000+ citizens.
- The funds received from this grant will ensure that firefighters will no longer be exposed to toxic exhaust fumes in their fire stations. We believe that those who risk their own well-being to keep others safe should not have to endure this unnecessary health risk.
- For the past several years, our community has been experiencing a period of rapid growth and both the Town of Camp Verde and the Fire District struggle to meet the increased needs of our citizenry. It is prudent to conclude that additional calls for services translate into fewer dollars available for discretionary spending.

Providing emergency services to the citizens of Camp Verde is a difficult and dangerous job; we are proud of our firefighters and believe that they deserve a safe and healthy workplace.

We hope that you agree and will favorably consider their application.

Sincerely,

Tony Gioia,
Mayor

Camp Verde Fire District

26 B SALT MINE ROAD
P.O. BOX 386 • CAMP VERDE, ARIZONA 86322-0386

Phillip R. Harbeson Sr.
Fire Chief

BUSINESS: 567-9401 • FAX: 567-2444 • EMERGENCY: 567-4123 OR 911

Jack E. Blum
Secretary-Treasurer

April 3, 2007

Members of the Town Council
Town of Camp Verde
P.O. Box 710
Camp Verde, AZ 86322

Copied Council and Staff


Dear Mayor and Council Members:

As leaders of our community, and fellow Camp Verde Fire District residents, we are writing to ask for your assistance.

Facing unknown risks to their health and safety is something that our firefighters do almost every day. To them, it's part of the job and "just another day at the office". Most risks are calculable, and easily mitigated with proper training and equipment. However, some of the deadliest threats to firefighters' health are those that can't be seen or immediately felt.

Exhaust fumes contain a wide-range of dangerous and toxic substances that can cause many types of cancers, respiratory and cardiac diseases. The insidious damage that constant exposure to diesel exhaust contaminants does to a firefighter's health is a very real and potentially deadly threat. Unfortunately, it occurs daily at our two manned fire stations. Built in 1961 and 1977, long before the harmful effects of exhaust exposure were known, fire apparatus and firefighters reside together, 24 hours a day, 7 days a week. Sleeping and living quarters are only a few feet from apparatus bays where, when vehicles are started, harmful vapors find their way throughout the buildings.

This is why we intend to apply to the Department of Homeland Security through their Assistance to Firefighters grant program for a vehicle exhaust removal system that will capture and remove 100% percent of these harmful fumes.

As our community continues to grow and service demands increase, we have been unable to budget for this much needed equipment as other more pressing needs continue to come first. For example, this year we have had to purchase two new ambulances to replace worn out vehicles--one that was 23 years old.

Page 2
Mayor and Town Council
April 3, 2007

If you believe that this important health and safety issue should and **must** be remedied, a letter of support from Camp Verde's leadership would be very helpful. This grant is extremely competitive, as thousands of fire agencies across the nation compete for it. Your letter of support will emphasize to the grant reviewers just how important it is that Camp Verde firefighters have a safe, healthy place in which to work.

The letter should be sent by June 1, 2007, to:

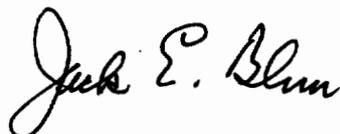
**Mr. Corey Gruber, Assistant Secretary
Office of Grants and Training
Department of Homeland Security
245 Murray Lane, Building 410, SW
Washington, DC 20528-7000**

Re: Camp Verde Fire District, 2007 AFG Grant

We appreciate your consideration and assistance regarding this request.

Sincerely,


Phillip R. Harbeson, Sr.
Fire Chief


Jack E. Blum
Secretary / Treasurer

PRH:lrw

Untitled

Agenda Item for council meeting May 2, 2007 Regular Session

Please add the following agenda item:

Discussion, consideration, and possible assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of the town manager.

This agenda item shall be conducted with or without all council members present provided a quorum of council is present.

Thank You,

Brenda Hauser

Foundation

Victory Ranch is located 90 miles north of Phoenix, Arizona in the rural Verde Valley area. We offer Character First® and Family Life Skills® instructional materials.

The program structure began in 1992. It is Christ-centered applying Biblical principles. A deepening personal relationship with God is encouraged and modeled by the staff.

Victory Ranch provides a home environment encouraging change in the quality of life of individuals and families undergoing personal crisis.

As one person observed: "A child comes with a problem and leaves with a purpose."

Victory Ranch is more than a program, it is a life altering home that breathes life into those that are scared and beaten down. It is a place of refuge that allows kids to be kids while equipping them with necessary life skills that will help them to become a blessing for others. It is a place to come and find rest for the weary and infirmed. It is a sanctuary that empowers the youth of our community to find help when all else has failed them.



Meet the Founder/CEO

Wendy McCants aka "Mama Bear"

Victory Ranch was Gods vision through Wendy McCants. Wendy McCants is the heart of the ministry, she is the discipler to the youth and everybody's Mama Bear. She is known to say, "It's all about the future generations of husbands, wives, fathers and mothers, that's what keeps me going."



Testimonial

The Miller Family came to Victory Ranch in 1997. At this time they enrolled their middle-aged child, Tyler, shortly thereafter their next to the youngest son, Eric. "We are so grateful and thankful to Victory Ranch and Mama Bear, (Wendy McCants) for the spiritual foundation of truth instilled into our sons lives' The Millers stay in contact with Wendy on a regular basis, helping whenever possible.



Testimonial

My name is **Gary Johnson** and I have been a part of Victory Ranch for the better part of 10 years. Ms. Wendy has made an amazing impact on my life through personal sacrifice and dedication when no one else believed in me. She saw me through the most difficult times in my life. As an adolescent I experienced all of the hardships that befall everyone that must endure those confusing times in a young person's life. Without her faithfulness and love I would not be the man that I am today. That is why the Lord has caused my wife, son and I to come back to Victory Ranch to make a difference in other people's lives that I was blessed to enjoy such opportunity. My life was forever changed through the obedience and self discipline of those who serve the kingdom through the Victory Ranch household. Victory Ranch is more than just a facility that houses youth. We are servants dedicated to greater cause of healing and restoration for those that have no hope left. No other ministry, program or person impacted me the way that Victory Ranch has.

Education

Victory Ranch youth attend online schooling through Primavera Online High School, based in Chandler, AZ. Primavera provides the youth a solid educational foundation helping them to succeed in life. As the fastest growing online high school in Arizona, Primavera helps prepare the youth for their future as they go onto college, junior college, a technical school or head down a chosen career path. Primavera is fully accredited by NCA and CITA.

Primavera students will experience a more enhanced and interactive education individually, by participating in group discussions and through personal contact with their teachers, who are highly qualified as well as being state certified. The school provides an exciting, interactive and safe learning environment. Primavera allows students to work at their own pace, within a structured block of time.



Lo, children are the inheritance of Jehovah; the fruit of the womb is a reward. As arrows in the hand of a mighty man, so are the sons of the young. Blessed is the man who has his quiver full of them; they shall not be ashamed, but they shall speak with the enemies in the gate.

Psalm 127:3-5



Victory Ranch accepts neither state nor federal funding and is operated solely through the support of private donors. We are a 501 (c) 3 organization under the Anchor Bay Evangelistic Association of Baltimore, Maryland.

For more information or to schedule a speaking engagement, visit our website or call us.

**VICTORY RANCH FOR
CHILDREN INC.**

P. O. Box 337
Camp Verde, AZ 86322
928-567-9150
www.VictoryRanchAZ.org

VICTORY RANCH FOR CHILDREN

Our Mission

Victory Ranch is a faith-based ministry. We commit to providing a rich home environment and cultivate an atmosphere where character and personal development can flourish. Our goal is to bring healing and restoration first to the child and then to the family.

Our Vision

To be blessed with the resources that will enable us to reach out to a goal of 100 children or more annually. To specialize our outreach to meeting the specific needs of young men and women, with separate dedicated ministries and structure sets designed to challenge and change our young people. Also expanding our ministry with family centered homes, administration, recreation, and community outreach facilities.



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

Meeting Type: Regular

Meeting Date:5-2-07

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

AGENDA TITLE: (Be Exact):An appeal to the Mayor and Town Council concerning the Town's Building Department charging impact fees for Building Permit #2007101FP for a single family residence to be constructed on parcel 404-12-394 submitted by Destry Finch, agent for BG & GD LLC, owners.

PURPOSE AND BACKGROUND INFORMATION: An application for a building permit was submitted to the Building Department on February 16, 2007 for a single family residence on parcel 404-12-394. According to Section 7-10-5 of the Town Code impact fees will be charged to all new residential development in the Town of Camp Verde at the time of building permit issuance. The permit was issued on April 18, 2007 as noted on the copy of the receipt, after the Building Department received verification of the issuance of a Septic Permit #P52007001425 on April 17, 2007 as noted on copy of the site plan approved by Yavapai County Environmental Services Unit. The copy of a draft of the building permit submitted by the applicant with their appeal shows that staff had completed their review and were only waiting for the septic permit number to issue the building permit. Staff had inadvertently added the septic permit number before printing the draft document for the applicant. The applicant requested a copy of this draft only to show the fees figured for the permit before impact fees were initiated on March 22, 2007, the day following the canvassing of the vote on March 21, 2007.

Staff is recommending to Council denial of this appeal based on the issuance date of the septic permit being well past the date of initiation of impact fees of March 22, 2007. Only after receiving the septic permit number is the building permit application request considered complete and therefore, ready for issuance.

STAFF RECOMMENDATION(S): Disapprove

LIST ALL ATTACHMENTS: Staff Report, copy of the Resolution 2007-720, copies of the issued permit, computation worksheet, receipt and check from applicant for the building permit; septic permit with approved and dated site plan from Yavapai County, and the applicant's appeal and a draft of building permit before impact fees were initiated.

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: | <input type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$

Comments:

Fund:

Line Item/:

Submitting Department:P&Z

Contact Person:Nancy Buckel

Town Manager/Designee: _____

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

Copied Council and Staff

[Redacted] BI
UB

44-27-17479:75 (CV)

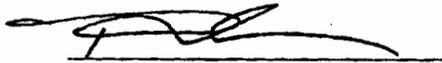
Dear CV Town Clerk, or To Whom It May Concern:

The purpose of this letter is to ask for a review or recent application in order to accurately and fairly decipher whether recent application for building permits made on behalf of BG & GD llc. by developers representative Destry Finch should be charged new "impact fee's" based on dates of submittal, plan check, zoning clearance, and approval by building department on or before 3/30/07. (See attached copy of permit sheet written and signed by said departments.) Being printed and approved well before deadline referenced as permit number 2007101FP.

As unfortunate turn of events would cause complications that arose due to issues in receiving the septic permit from Yavapai County we were not able to come in and pick up until after "new fee" deadline.

It is at my most sincere request that we can get an approval for the fee's to be reimbursed to GB & GD llc. Due to other post closing problems our lender was only prepared to pay out the sum of \$2,221.48 as were presented to lender at time of close of escrow on construction loan. We were unfortunately forced to "rob from peter to pay paul" so to speak and are well on our way to challenges of being over budget.

Your cooperation and or assistance in this particular circumstance would be greatly appreciated,



Destry Finch

4/18/07

cell

512-983-1430



TOWN OF CAMP VERDE
 473 S. Main St., Ste #108
 Camp Verde, AZ 86322
 928-567-8513

COPY

Building Permit

Not Issued

Page: 1
 Printed: 3/19/07
 Approved: 3/19/07

Permit Number: 2007101FP

Owner: GB & GD LLC
Applicant: One Stop Development
 3026 S. Princess Lane
 Camp Verde, AZ 86322

[Handwritten Signature]

Zoning: R1L-12
 Permit type: SFR/Garage
 Block:
 Section:
 Township:
 Range:
 Area:

Parcel Number: 404-12-394

Legal Description: Verde Lakes Unit, Lot #1479; Property located in Firm Unshaded X zone, map #04025C-2220F. Well #55-563812; Septis: #P520070/425

Conditions: Finish Floor must be 12 inches above highest adjacent grade and have a positive flow away from foundation.

<u>Fees and Receipts:</u>	Number	Description	Amount
	4010	Building Permit Fee	\$1,385.75
	4024	Plan Check	\$ 900.73
	4023	Zoning Clearance	\$ 85.00
		Fees Total:	\$ 2,371.48
<u>Receipt #:</u> 12197		Deposit	- \$ 150.00
		Balance Due:	\$ 2,221.48

Construction Value: \$165,914.00 Structure Use: Dwelling Start Date: 3/19/07
Purpose: SFR/Garage End Date: 9/19/07

<u>Floor Areas</u>		<u>Impervious Surfaces</u>	
<u>Living Space:</u> 2,054	<u>Basement/Storage:</u>	<u>House:</u>	
<u>Porch/Walk:</u> 288	<u>Porches:</u>	<u>Garage:</u> 499	
<u>Other:</u>	<u>Decks:</u>	<u>Grading/Exc:</u>	
<u>Total square footage:</u> 2,841 sf	<u>Total site area:</u>	<u>Percentage of Site:</u>	

I hereby certify that this application and all submittals are true and correct. All laws and ordinances governing zoning, building and health will be complied with whether specified herein or not. The granting of this permit does not give authority to violate or cancel other laws regulating construction or the performance of the same.

Approved by Building Dept. *[Signature]* Date: 3-20-07
 Approved by Zoning Dept. *[Signature]* Date: 3-20-07
 Owner/Agent Signature _____ Date: _____

and the refunds shall be issued in accordance with the ownership shares of the conveyance documents. Any party obtaining a refund from the Town shall confirm current ownership and entitlement to this refund under oath and shall defend and indemnify the Town from any claims by any other party claiming a right to the refund for the same New Development.

b. Processing of Applications for a Refund. Applications for a refund shall be made on a form provided by the Town for such purposes and shall include all information required herein, as appropriate. Upon receipt of a complete application for a refund, the Town shall review the application and documentary evidence submitted by the Applicant as well as such other information and evidence as may be deemed relevant, and make a determination as to whether a refund is due. Refunds by direct payment shall be made following an affirmative determination by the Town.

c. Applications for refunds due to abandonment of a New Development prior to completion shall be made in or on forms provided by the Town and shall be made no later than sixty (60) days following expiration or revocation of the building permit. The Applicant shall submit (1) evidence that the Applicant is the property owner or the duly designated agent of the property owner, (2) the amount of the Development Fees paid by Public Facilities category and receipts evidencing such payments, and (3) documentation evidencing the expiration or revocation of the building permit or approval of demolition of the structure pursuant to a valid Town-issued demolition permit. Failure to apply for a refund within sixty (60) days following expiration or revocation of the building permit or demolition of the structure shall constitute a waiver of entitlement to a refund. No interest shall be paid by the Town in calculating the amount of any refunds.

d. The Town may, at its option, make refunds of Development Fees by direct payment, by offsetting such refunds against other Development Fees due for the same category of Public Facilities for New Development on the same property, or by other means subject to agreement with the property owner.

F. Appeals.

1. An appeal from any decision of a Town official pursuant to this Development Fee Code shall be made to the Mayor and Council by filing a written appeal pursuant to the appropriate Town form, if any, with the Town Clerk within thirty (30) days following the decision which is being appealed; provided, however, that if the notice of appeal is accompanied by a cash bond or letter of credit in a form satisfactory to the Town Attorney and the Finance Director in an amount equal to the Development Fee calculated to be due, a building permit may be issued to the New Development. The filing of an appeal shall not stay the imposition or collection of the Development Fee as calculated by the Town unless a cash bond or other sufficient surety has been provided.

2. The burden of proof shall be on the appellant to demonstrate that the decision of the Town is erroneous pursuant to the applicable legal standard.

3. All appeals shall detail the specific grounds therefor and other relevant information and shall be filed in such form as requested by the Town for such purposes.

Section 7-10-5 Development Fees

A. All new residential and non-residential development in the Town of Camp Verde shall be subject to the payment of a Municipal Development Fee payable at the time of building permit issuance by the Town, pursuant to this Ordinance as follows:



TOWN OF CAMP VERDE
 Community Development Department
 Building Division
 473 S. Main Street, Suite 108
 Camp Verde, AZ 86322
 (928) 567-8513 • Fax (928) 567-7401

DATE REC'D: 2-16-07

PERMIT NO. 2007101FP

FAKED
 2-21-07

APPLICATION FOR PERMIT

PROPERTY AND BUILDING INFORMATION Verde Lakes Unit 5

PARCEL NO: 404-12-³⁹⁴~~000~~ LEGAL DESCRIPTION HA! THATS LIKE 1 PAGE LONG? lot # 1479
 PHYSICAL ADDRESS TBD - PRINCESS LANE 3026 S. Princess Lane
 DESCRIPTION OF PROJECT New single fam res. SQUARE FOOTAGE 1600 VALUATION TBD 300K?

Attention Applicant: If you are not the owner of this parcel, you must have something in writing from the owner granting you permission to take out this permit. Also, if you recently purchased this parcel you may have to show proof of ownership documentation.

R1L-12 RESIDENTIAL COMMERCIAL INDUSTRIAL OTHER

PROPERTY OWNER INFORMATION

OWNER NAME GUY DRYER / GBT GD LLC.
 MAILING ADDRESS 7545 N. 31st Ave CITY PHX
 STATE AZ ZIP 85051 PHONE 602-818-6336

APPLICANT OR CONTRACTOR INFORMATION

OWNER AGENT CONTRACTOR TENANT
 APPLICANT NAME ONE STOP DEVELOPMENT LLC.
 MAILING ADDRESS 7545 N. 31st Ave CITY PHX
 STATE AZ ZIP 85051 PHONE 602 818 6336
 CONTRACTOR'S LICENSE # Res 206089 CLASS KB - 01 TOWN BUSINESS LICENSE # —

SPECIAL REQUIREMENTS:

ALL FRAMING WORK PER INTERNATIONAL CODE 2003
 ALL ELECTRICAL WORK PER NATIONAL ELECTRIC CODE 2002
 ALL PLUMBING WORK PER ARIZONA UNIFORM PLUMBING CODE
 ALL MECHANICAL WORK PER INTERNATIONAL CODE 2003
 ALL WORK PER INTERNATIONAL FIRE CODE 2003; 2002NFPA; 2003 A.S.T.M Standards
The Applicant assumes all responsibility for complying with any deed restrictions (CC&R's) that may apply to the property.
Construction must be commenced within 180 days of the issuance of a permit or it becomes void. If construction is abandoned (i.e., no inspections) for 180 days permit becomes void.

The undersigned agrees to build in accordance with all applicable codes and town ordinances, and to request inspections as required, and to adhere to plans and specifications as submitted with any corrections, and to obtain final inspection before occupation of the structure, and understand that any violation of these conditions voids the permit.

The undersigned swears and affirms that the information herein is true and accurate and acknowledges that the filing of an application containing false or incorrect information with the intent to avoid the licensing or tax requirements of the State or this Town is "unsworn falsification", a criminal misdemeanor Section 2704 of Title 13, Arizona Revised Statutes.

OWNER APPLICANT (Special Power of Attorney or Agent)

APPLICANT NAME (PRINTED) GUY DRYER
 SIGNATURE [Signature]

PERMIT FEES

BUILDING		
ELECTRICAL		
PLUMBING		
MECHANICAL		
FENCES		
POOLS		
ZONING CLEARANCE		
DEPOSIT	<u>150</u>	<u>00</u>
TOTAL		
RECIPT#	<u>12197 B0</u>	
CHECK#	<u>1452 B0</u>	
PERMIT ISSUED BY:		
DATE OF ISSUE:		



TOWN OF CAMP VERDE
 473 S. Main St., Ste #108
 Camp Verde, AZ 86322
 928-567-8513

Building Permit

Page: 1
 Printed: 4/18/07
 Approved: 4/18/07

Permit Number: 2007101FP

Owner: GB & BD LLC
Applicant: One Stop Development
 3026 S. Princess Lane
 Camp Verde, AZ 86322

Zoning: R1L-12
Permit type: SFR/Garage
Block:
Section:
Township:
Range:
Area:

Parcel Number: 404-12-394

Legal Description: Verde Lakes Unit 5, Lot #1479; Property located in FRIM Zone Unshaded X; Map #04025C-2220F. Well #55-563812; Septic #P52007001425

Conditions: Finish floor must be 12 inches above highest adjacent grade and have a positive flow away from foundation. Porch encroaching into rear setback can not be enclosed.

Building Fees:	Number	Description	Amount
	4010	Building Permit Fee	\$ 1385.75
	4024	Plan Check	\$ 900.73
	4023	Zoning Clearance	\$ 85.00
Total Building Fees:			\$ 2371.48

Development Fees:			
	1640014001	General Government	\$ 578.00
	1640024001	Police	\$ 275.00
	1640034001	Library	\$ 549.00
	1640044001	Parks & Recreation	\$ 1225.00
Total Development Fees:			\$ 2627.00
Receipt: 12197		Deposit	- \$ 150.00
Total Fees Due:			\$ 4848.48
Paid Receipt: # 12319			

*pd. 4-18-07
 Rec.# 12319*

Construction Value: \$165,914 **Structure Use:** Dwelling **Start Date:** 4/18/07
Purpose: SFR/Garage **End Date:** 10/18/07

Floor Areas		Impervious Surfaces	
Living Space: 2054	Basement/Storage:	House:	
Porch/Walk: 288	Porches:	Garage: 499	
Other:	Decks:	Grading/Exc:	
Total square footage: 2841 sq. ft.	Total site area:	Percentage of Site:	

I hereby certify that this application and all submittals are true and correct. All laws and ordinances governing zoning, building and health will be complied with whether specified herein or not. The granting of this permit does not give authority to violate or cancel other laws regulating construction or the performance of the same.

Approved by Building Dept. Becky Quinn Date: 4-18-07
 Approved by Zoning Dept. R. J. [Signature] Date: 4-18-07
 Owner/Agent Signature [Signature] Date: 4-18-07

ONE STOP DEVELOPMENT LLC

7545 N 31ST AVE.
PHOENIX, AZ 85051

1001

DATE 4-17-07

91-2154
1221

PAY TO THE ORDER OF CAMP VERDE BLD DEPARTMENT

\$ 4848.48

FOR THOUSAND EIGHT HUNDRED FORTY EIGHT DOLLARS & 48/100

DOLLARS  Security Features Included on Back.



JPMorgan Chase Bank, N.A.
Phoenix, Arizona 85073
www.Chase.com

FOR PERMITS FOR LOT 1479

[Signature]

[Redacted area]

TOWN OF CAMP VERDE Community Development P.O. Box 710 CAMP VERDE, AZ 86322 (928) 967-8513	CASH RECEIPT		Date <u>4-18-07</u>	012319																			
	Received From																						
	Address <u>3026 S. Princess Lane</u>																						
	For <u>SR/Garage STAFF</u>																						
	Amount <u>Four thousand eight hundred forty eight & 48/100</u> Dollars \$ <u>4848.48</u> Account # <u>404-12-394</u> 2007 101FP Check # <u>1001</u>																						
	<table border="1"> <thead> <tr> <th colspan="2">ACCOUNT</th> <th colspan="2">HOW PAID</th> </tr> </thead> <tbody> <tr> <td>AMT OF ACCOUNT</td> <td></td> <td>CASH</td> <td></td> </tr> <tr> <td>AMT PAID</td> <td><u>4848.48</u></td> <td>CHECK</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>BALANCE DUE</td> <td></td> <td>MONEY ORDER</td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td>CREDIT CARD</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		ACCOUNT		HOW PAID		AMT OF ACCOUNT		CASH		AMT PAID	<u>4848.48</u>	CHECK	<input checked="" type="checkbox"/>	BALANCE DUE		MONEY ORDER	<input type="checkbox"/>			CREDIT CARD	<input type="checkbox"/>	By <u>B. Quinn</u>
ACCOUNT		HOW PAID																					
AMT OF ACCOUNT		CASH																					
AMT PAID	<u>4848.48</u>	CHECK	<input checked="" type="checkbox"/>																				
BALANCE DUE		MONEY ORDER	<input type="checkbox"/>																				
		CREDIT CARD	<input type="checkbox"/>																				

CRB 111-3



Yavapai County Development Services Department Environmental Services Unit

500 S. Marina St.
Prescott, AZ 86303
(928) 771-3214

10 S. 6th St.
Cottonwood, AZ 86326
(928) 639-8151

SEPTIC SYSTEM CONSTRUCTION AUTHORIZATION

Approval to Construct for a 4.02 General Permit (AAC R18-9-E302)

404-12-394

P52007001425

Date of Application: 2/26/2007

Residential Septic System

I. Property/Project Description:

Facility Owner/Contact Person for System Operation:	Current Address:
LAWRENCE KELLY REVOCA	PO BOX 7127
Phone Number:	CAVE CREEK, AZ 85327

Subdivision: Verde Lakes 5 M&B Lot no.: 1479 Acres:

Property Street Address:

Longitude and Latitude of Disposal Area: 34 31 28.9 N 111 48 10.6 W

Proposed Number of Bedrooms: 3 Fixture Count: 21

Sizing Calculations for Commercial Systems/Additional Permit Requirements:

404-12-394 Septic. A312G Serial load attached.

II. Proposed septic system Designed for and may not exceed 450 G.P.D. and 21 fixtures. The wasteflow characteristics are comprised of typical sewage. The minimum system components are as follows:

Disposal Type: Trench	Tank Size: 1000 Gallons	Disposal Area Required: 1125 Sq. Ft.
Linear Length or # Chambers: 102	Chamber Type:	Width: 3'
Aggregate or Chamber Depth: 4'	Cover: 2'	Total Depth: 6'
Sq. Ft./Linear Ft.: 11	Perc Rate: 25 MPI	SAR (g/day/sq. ft.): 0.40

III. Acknowledgement of Understanding:

As Property owner or designated agent, you agree to install or repair this sewage disposal system in accordance with Yavapai County and Arizona Department of Environmental Quality regulations. This Construction Authorization is based on the Notice of Intent to Discharge submitted to YCDS-EU along with the signed plot plan, directions to property, any variances granted based on Arizona Administrative Code (AAC) R18-9-A312G and all Site Investigation information available. A final inspection must be requested and a Request for Discharge Authorization form must be submitted to YCDS-EU. The inspection must be completed and a Discharge Authorization (Approval to Operate) issued by YCDS-EU before the system can be covered and used. This permit will expire two years from the date of issue. Septic permits cannot be issued where public sewer is available.

ANY CHANGES FROM WHAT IS APPROVED IN THIS PERMIT WILL REQUIRE APPROVAL IN ADVANCE FROM YCDS-EU UNLESS THE CHANGE CONTINUES TO CONFORM WITH THE STANDARDS SET IN AAC R18-9-ARTICLE 3. ALL PARTS OF THE SEPTIC SYSTEM MUST BE AT LEAST 100 FEET FROM ALL WELLS. LEACH TRENCHES MUST BE INSTALLED ON THE CONTOUR WHERE SLOPE IS INVOLVED. ALL PORTIONS OF THE SEPTIC SYSTEM MUST BE 50 FEET FROM WASHES DRAINING GREATER THAN 20 ACRES AND UNDEVELOPED PROPERTY LINES.

IV. Applicant Information:

DESTRY FINCH
(928)593-9715

9445 METRO PKWY E
PHOENIX, AZ 85051

**DEVELOPMENT PERMIT FEES
COMPUTATION WORKSHEET**

NAME GB & GD

PARCEL# 404-12-394

ADDRESS 3026 S. Princess Ln

TYPE OF CONSTRUCTION VB

OCCUPANCY CLASSIFICATION:

R3 2054 SF X 73.69 = \$151,359

U. 499 SF X 28.65 = \$14,296

Entry/Patio 288 SF X 15.00 = \$4,320

TOTAL VALUE BASED ON IBC: \$169,975

BUILDING PERMIT FEE
(01-40-00-4010) \$1385.75

PLAN CHECK FEE
(01-40-00-4024) \$900.73

ZONING CLEARANCE FEE
(01-40-00-4023) \$85.00

OTHER: _____

Development Fees:

GENERAL GOVERNMENT
(1640014001) \$578.00

POLICE
(1640024001) \$275.00

LIBRARY
(1640034001) \$549.00

PARKS & RECREATION
(1640044001) \$1225.00

TOTAL PERMIT FEES \$4998.48

LESS DEPOSIT RECEIVED \$150.00

BALANCE DUE W/PERMIT \$4848.48

DATE _____

RECEIPT # _____

BY _____



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**

WHEREAS, the Town of Camp Verde ("Town"), held a Primary Election on March 13, 2007 for a Mayor and three Council Members and Proposition 401; and

WHEREAS, the election returns have been presented by the Yavapai County Elections Department have been canvassed by the Mayor and Council,

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

- 1. The total number of ballots cast at the Primary Election, as shown on the poll lists, was 2,727 and the total number of registered voters in the Town was 4,591, for a turnout of 59.4%.**
- 2. There were 84 rejected mail ballots and 2 provisional ballots rejected.**
- 3. The number of votes cast was as follows:**

MAYOR

	<u>CVA</u>	<u>CVB</u>	<u>Total</u>	<u>Percentage</u>
Dickinson, Mitch	573	625	1198	44.90%
Giola, Tony	679	784	1463	54.84%
Write-in Votes	5	2	7	.003%

COUNCIL

Baker, Jackie	522	602	1124	41.2%
Buchanan, Alan "Buck"	359	409	768	28.3%
Duke, Harry L	604	703	1307	47.9%
Elmer, Greg	773	827	1600	58.7%
Elms, Brent	27	18	45	.02%
Garrison, Norma	498	596	1094	40.1%
Parry, Mike	370	500	870	31.9%
Wischmeyer, John	387	384	771	28.3%
Write-Ins	10	2	12	0.004%

PROPOSITIONS

	<u>CVA</u>	<u>CVB</u>	<u>Total</u>	<u>Percentage</u>
Prop 401: Ordinance 2006-A337 – Imposition of Municipal Development Fees on all Residential and Non-Residential Development				
Yes	798	874	1672	65.03%
No	411	488	899	34.97%

4. That it is hereby found, determined, and declared of record, that the following candidate did receive more than one-half of the total number of valid votes cast and is hereby issued a Certificate of Election, effective May 15, 2007, the General Election Day:

Tony Gioia, Mayor
Greg Elmer, Council

5. That it is hereby found, determined, and declared of record that the following four (4) candidates did receive the next greatest number of votes of the electors of the Town voted at said election and shall have their names placed on the general municipal election ballot of the Town of Camp Verde, Yavapai County, Arizona, to be held on the 15th day of May 2007, and are hereby issued Certificates of Nomination:

Jackie Baker
Harry Duke
Norma Garrison
Mike Parry

6. That it is hereby found, determined, and declared of record, that Proposition 401, Ordinance 2006-A337 – Imposition of Municipal Development Fees on all Residential and Non-Residential Development did receive more than one-half of the total number of valid votes cast and is hereby in effect as provided by manner of law.
7. This resolution shall be in full force and effect immediately upon its adoption.

Passed and approved by the Mayor and Common Council of the Town of Camp Verde at their Regular Session of March 21, 2007.

Tony Gioia 3-22-07
Tony Gioia, Mayor

Attest: *Deborah Barber 3-29-07*
Deborah Barber, Town Clerk

Approved as to form:

[Signature]
Town Attorney

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

Meeting Type: Regular

Meeting Date: 5/2/2007

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 #07-035, Request for Proposal and Statement of Qualifications to Conduct Professional Consultant Services for the Small Area Transportation Study.

Staff Recommendation: Approve Budgeted/Amount No \$

Through an IGA with ADOT they have agreed to pay \$100,000 for this project and the Town is responsible for the remaining \$24,295.00 which will come out of HURF contingency.

D. Sellard - \$24,295 unbudgeted / Contingency
Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund: 20-70-76-9999

Purpose of Item and Background Information: We received three RFP's and Statement of Qualifications for this project and after careful consideration from the Town Engineer and ADOT's staff, we would like Council to award the contract for the Small Area Transportation Study to Carter & Burgess. Their proposal and statement of qualifications demonstrated strong project management, transportation planning and the engineering expertise necessary to complete this project.

List All Attachments as Follows: Scope of Work from Carter & Burgess, IGA with ADOT and Cost Proposal from Carter & Burgess.1

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.

Exhibit A/JPA 06-013T
Camp Verde Area Transportation Study

Work Task 1: Technical Memorandum 1 -- Refine the Work Plan

Present the detailed work plan for the study, and document the following:

- Refinement of the study boundary.
- A detailed scope of work.
- Project schedule.
- Staffing requirements.

Work Task 2: Working Paper 1 -- Current and Future Conditions

A. Inventory of Current Conditions

Describe existing conditions of **roadways** and **transit** in the study area, including:

- Inventory and evaluation of current land use patterns, travel data, functional classification of roads, access management, and road and street conditions, as well as demographic and socioeconomic characteristics.
- Transit element should include an inventory and evaluation of current demand, levels of service, transit providers, ridership, employment centers, and demographic and socioeconomic characteristics.
- Accident history, and current levels of service and safety.
- Multi-modal transportation currently utilized.
- Characteristics of the physical, natural, and cultural environments.
- Special characteristics for transit include: medical trips, shopping, educational, entertainment, and social.
- Transit element should include an inventory and evaluation of current demand, levels of service, transit providers, ridership, employment centers, as well as demographic and socioeconomic characteristics.

B. Forecast of Future Conditions and Deficiencies

Forecast future conditions and infrastructure deficiencies of **roadways** and **transit** for the years 2011, 2016, and 2026, including:

- Inventory and evaluation of future land use patterns, travel data, functional classification of roads, access management, and road and street conditions, as well as demographic and socioeconomic characteristics.

- Future levels of service.
- Deficiencies within the study area based on future conditions.
- Transit element should include an inventory and evaluation of projected demand, levels of service, transit providers, ridership, employment centers, as well as demographic and socioeconomic characteristics.

Work Task 3: First Phase of Public Involvement and Summary Report 1

Public involvement meeting(s) concerning both **roadway** and **transit** elements will be conducted within the study area. At the meeting(s), the consultant will describe what has occurred in the study process as well as future work tasks. In the first phase of public involvement the consultant will present existing conditions, future projections, deficiencies within the study area. The consultant will also be responsible for the following:

- Prepare all presentation boards and handouts for public involvement meetings.
- Prepare a comprehensive mailing list for this study, and handle all mailings.
- Prepare a newsletter for distribution by mail before the public meetings, as well as for distribution at the meetings; review and approval of the Project Manager is required before mailing.
- Prepare and issue a press release; the Project Manager will coordinate the press release.
- Document the public involvement process in a Summary Report. This will include the press releases distributed prior to the meetings, mailing lists, comments received at the meeting, and associated responses to each comment.
- Provide public involvement meetings Summary Report to TAC. TAC will review all public input for consideration as potential recommendations to be addressed in Working Paper 2.

Work Task 4: Working Paper 2 -- Develop evaluation criteria and a plan for improvements

Using generally accepted planning criteria and the findings of Working Paper 1, recommend specific projects and implementation strategies that address identified deficiencies and special needs over a span of five, ten, and twenty years. **Include both roadway and transit elements.** Prioritize projects based on need and available finances.

Specific areas to be addressed include:

- Traffic impacts of new development.
- Mobility issues.
- Congestion at traffic interchanges.

- Safety issues.
- Truck routing
- Coordination with other on-going and recently completed transportation and planning studies
- Opportunities for multimodal transportation
- Financial incentives/community partnerships/job creation

Work Task 5 : Second Phase of Public Involvement and Summary Report 2

Public involvement meeting(s) concerning both **roadway** and **transit** elements will be conducted within the study area. At the meeting(s), the consultant will describe what has occurred in the study process as well as future work tasks. In the second round of public involvement the consultant will present analyses of needs and deficiencies within the study area, and a proposed program of short-, mid-, and long-range improvements. The consultant will also be responsible for the following:

- Prepare all presentation boards and handouts for public involvement meetings.
- Prepare a comprehensive mailing list for this study, and handle all mailings.
- Prepare a newsletter for distribution by mail before the public meetings, as well as for distribution at the meetings; review and approval of the Project Manager is required before mailing. Prepare and issue a press release; the Project Manager will coordinate the press release.
- Document the public involvement process in a Summary Report. This will include the press releases distributed prior to the meetings, mailing lists; comments received at the meeting; and associated responses to each comment.
- Provide public involvement meetings Summary Report to TAC. TAC will review all public input for consideration as potential recommendations to be addressed in Final Draft Report.

Work Task 6: Final draft reports and executive summary.

A. Draft final reports

The draft final report will include the following and will be distributed for review and comment:

- Compilation of Working Paper 1 and Working Paper 2.
- Summary Reports that document the public involvement process.
- Recommendations regarding future studies in the study area.

B. Draft executive summary

The draft executive summary will include analysis and recommendations related to the development of a transportation network and will be distributed for review and comment.

Work Task 7: Final reports and executive summary. The final report will include the following:

A. Final reports

The final report will include the content of the final draft report, as amended following review by the TAC and approval of the Project Manager.

B. Executive summary

The executive summary will include the content of the draft executive summary, as amended following review by the TAC and approval of the Project Manager.

STUDY PRODUCTS

The culminating product of the Town of Camp Verde Small Area Transportation Study Update will be the Final Report. Included with the Final Report will be an executive summary documenting the entire study effort. The following is a listing of milestone documents.

- **Technical Memorandum 1:** Present a detailed work plan (Work Task 1).
- **Working Paper 1:** Describe existing and future conditions in the study area (Work Task 2).
- **Summary Report 1:** First phase of public involvement meetings (Work Task 3).
- **Working Paper 2:** Identify local transportation issues and recommend infrastructure improvements, including transit system integration or improvements (Work Task 4).
- **Summary Report 2:** Second phase of public involvement meetings (Work Task 5).
- **Final Draft Report** (Work Task 6).
- **Final Report (Work Task 7):** Sixty(60) copies, ten (10) of which will be delivered to the Arizona Department of Transportation.
- **Executive Summary of the Final Report (Work Task 7):** Seventy (70) copies, twenty of which will be delivered to the Arizona Department of Transportation.

AG Contract No. KR06-0134TRN
ADOT TPD File: JPA 06-013T
Project: P660015P \$100,000
Section: Small Area Trans Study
Town of Camp Verde

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF CAMP VERDE

THIS AGREEMENT is entered into _____, 2006, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its TOWN COUNCIL (the "Town").

I. RECITALS

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

2. The Town is empowered by Arizona Revised Statutes Section 9-240 and 11-951 et seq. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State and the Town desire to jointly participate in a Small Area Transportation Study in the Town of Camp Verde and in selecting and hiring a consultant to conduct such a study, all in accordance with the Scope, attached hereto and made a part hereof as Exhibit A, at an estimated cost of \$125,000 hereinafter referred to as the "Project". The State will contribute \$100,000 for this study. (Funds are \$100,000 + \$25,000 = \$125,000).

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

NO. 28100
Filed with the Secretary of State
Date Filed: 3-29-06
Janice K. Brewer
Secretary of State
By: [Signature]

I. SCOPE OF WORK

1. The State shall:

a. Using State approved procurement procedures, participate with the Town in the selection of a professional engineering transportation planning consultant to accomplish the Project.

b. Review the Project progress reports and submittals and provide comments to the Town or the consultant as appropriate. Review and approve the final report prior to the Town's final payment to the consultant.

c. Contribute an amount not to exceed \$100,000 of federal funds to the Project. Be responsible for any consultant claims for extra compensation attributable to the State.

d. No more often than monthly, reimburse the Town an amount not to exceed \$100,000 within 30 days after receipt and approval of invoices.

2. The Town shall:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the State, select and hire a professional transportation-planning consultant to accomplish the Project. Be the lead agency for the Project. Strictly comply with all state and federal procurement laws, rules and procedures in connection with the Project.

b. Provide the State timely copies of Project progress reports and submittals, and ensure the incorporation of State review comments. Provide the State a copy of the final report, and obtain the State's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Contribute an amount not to exceed \$25,000.00 of non-federal funds (to fulfill match requirement) and for any consultant claims for extra compensation, attributable to the Town.

d. No more often than monthly, invoice ADOT, in the form of Exhibit B attached and made a part of hereof, supported by narrative reports and an accounting of monthly expenditures, including a detailed listing of match documentation, associated with the Project, to the Project Manager for ADOT, as noted in III.6 below.

d. Maintain detailed records of verifiable match.

e. Comply with all applicable State, Federal and local law.

f. Ensure that Environmental Justice (Title VI) issues are dealt with in the following manner:

The transportation improvement projects recommended in this study shall examine the potential effects, both positive and negative, that these projects may have on minority and low-income populations. Census data are readily available and describe the population living within geographic regions affected by proposed transportation improvements. Should any of the projects place a disproportionate burden on minority or low-income populations, the study shall explain the considerations that dictated this recommendation over alternative actions. In addition, a concerted effort must be made to reach minority and low-income populations when conducting the study's public meetings.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project (18 months from consultant's date of notice to proceed) and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the advertisement of a Project consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

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

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

For Contract Issues

Arizona Department of Transportation
Transportation Planning Division/Maria Avelar
206 South 17 Avenue, Mail Drop 310B
Phoenix, AZ 85007
Phone: 602-712-4848 FAX: 602-712-3046

Town of Camp Verde
Will Wright, P.O. Box 710
Camp Verde, AZ 86322
928-567-6631
wwright@cvaz.org

For Project Issues

Arizona Department of Transportation
Transportation Planning Division/James Zumpf
206 South 17 Avenue, Mail Drop 310B
Phoenix, AZ 85007
Phone: 602-712-7477, FAX: 602-712-3046

same as above

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

8. Federal funds for the described Scope of Work are contingent upon availability of funding and approvals as appropriate by FHWA and ADOT.

9. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U. S. C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination: The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that

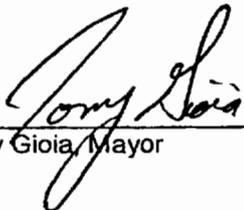
applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

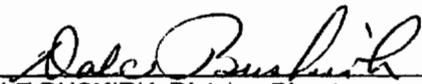
- 10. To the extent permitted by law, eEach party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), hereinafter collectively referred to as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

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CAMP VERDE

STATE OF ARIZONA
Department of Transportation

By  3/2/06
Tony Gioia, Mayor

By 
DALE BUSKIRK, Division Director
Transportation Planning Division

ATTEST

By 
Debbie Barber, Town Clerk

JPA 06-013T

APPROVAL OF THE TOWN OF CAMP VERDE

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and THE TOWN OF CAMP VERDE and declare this agreement to be in proper form and within the powers and authority granted to THE TOWN OF CAMP VERDE under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 15 day of March, 2006.



Atty. for THE TOWN OF CAMP VERDE

Joint Project Agreement Responsibility Matrix

JPA 06-013T

Project Name: Camp Verde SATS

Actions (from inception to completion)	Responsible Person Within Other Entity	Responsible Person Within ADOT	Due Date
Prepare detailed work plan.	Will Wright	James Zumpf	30 days from NTP
Working paper 1: Existing & Future Conditions; Deficiencies	Will Wright	James Zumpf	4 months from NTP
Working paper 2: Program of improvements	Will Wright	James Zumpf	8 months from NTP
Draft Final Report	Will Wright	James Zumpf	10 months from NTP
Final Report	Will Wright	James Zumpf	12 months from NTP
Schedule	Will Wright	James Zumpf	Adhere to schedule; Richard will contact consultant monthly; James will contact Richard monthly.
Reimbursement request	Will Wright	James Zumpf	Review for accuracy and submit for payment.

Exhibit A
Camp Verde Area Transportation Study

Work Task 1: Technical Memorandum 1 -- Refine the Work Plan

Present the detailed work plan for the study, and document the following:

- Refinement of the study boundary.
- A detailed scope of work.
- Project schedule.
- Staffing requirements.

Work Task 2: Working Paper 1 -- Current and Future Conditions

A. Inventory of Current Conditions

Describe existing conditions of **roadways** and **transit** in the study area, including:

- Inventory and evaluation of current land use patterns, travel data, functional classification of roads, access management, and road and street conditions, as well as demographic and socioeconomic characteristics.
- Transit element should include an inventory and evaluation of current demand, levels of service, transit providers, ridership, employment centers, and demographic and socioeconomic characteristics.
- Accident history, and current levels of service and safety.
- Multi-modal transportation currently utilized.
- Characteristics of the physical, natural, and cultural environments.
- Special characteristics for transit include: medical trips, shopping, educational, entertainment, and social.
- Transit element should include an inventory and evaluation of current demand, levels of service, transit providers, ridership, employment centers, as well as demographic and socioeconomic characteristics.

B. Forecast of Future Conditions and Deficiencies

Forecast future conditions and infrastructure deficiencies of **roadways** and **transit** for the years 2011, 2016, and 2026, including:

- Inventory and evaluation of future land use patterns, travel data, functional classification of roads, access management, and road and street conditions, as well as demographic and socioeconomic characteristics.

- Future levels of service.
- Deficiencies within the study area based on future conditions.
- Transit element should include an inventory and evaluation of projected demand, levels of service, transit providers, ridership, employment centers, as well as demographic and socioeconomic characteristics.

Work Task 3: First Phase of Public Involvement and Summary Report 1

Public involvement meeting(s) concerning both **roadway** and **transit** elements will be conducted within the study area. At the meeting(s), the consultant will describe what has occurred in the study process as well as future work tasks. In the first phase of public involvement the consultant will present existing conditions, future projections, deficiencies within the study area. The consultant will also be responsible for the following:

- Prepare all presentation boards and handouts for public involvement meetings.
- Prepare a comprehensive mailing list for this study, and handle all mailings.
- Prepare a newsletter for distribution by mail before the public meetings, as well as for distribution at the meetings; review and approval of the Project Manager is required before mailing.
- Prepare and issue a press release; the Project Manager will coordinate the press release.
- Document the public involvement process in a Summary Report. This will include the press releases distributed prior to the meetings, mailing lists, comments received at the meeting, and associated responses to each comment.
- Provide public involvement meetings Summary Report to TAC. TAC will review all public input for consideration as potential recommendations to be addressed in Working Paper 2.

Work Task 4: Working Paper 2 -- Develop evaluation criteria and a plan for improvements

Using generally accepted planning criteria and the findings of Working Paper 1, recommend specific projects and implementation strategies that address identified deficiencies and special needs over a span of five, ten, and twenty years. **Include both roadway and transit elements.** Prioritize projects based on need and available finances.

Specific areas to be addressed include:

- Traffic impacts of new development.
- Mobility issues.
- Congestion at traffic interchanges.

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

Meeting Type: Regular

Meeting Date:5/2/2007

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 checked="" 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, and the discussion of possible alternatives.

Staff Recommendation: None **Budgeted/Amount No** \$118,129.07

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: Carter & Burgess has submitted a revised scope of work and cost proposal for this project as requested by the Council at the April 18, 2007 meeting. Staff would like Council to consider awarding the revised scope of work and cost proposal for the SR 260 Access Management Plan submitted by Carter & Burgess for \$118,129.07. Staff would also like to discuss the Carter & Burgess proposal's increased cost and the possible alternative to have staff work with ADOT and Yavapai County to develop a SR 260 Access Management Plan that would be less costly and would be more likely to receive the States Transportation Board's approval. If Council decides to award this contract to Carter & Burgess we will pay approximately 24% of this cost in this fiscal years budget from the line item listed above. The remaining 76% will be paid out of next years budget from the same line item.

List All Attachments as Follows:

Contract Documents &
Carter & Burgess Revised Scope of Work
& Revised Fee Estimate

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: Ron Long Title: Public Works Director/Engineer

Town Manager/Designee: _____

**SR 260 ACCESS MANAGEMENT PLAN
TOWN OF CAMP VERDE
SCOPE OF WORK
April 25, 2007**

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, ADOT has proposed the 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 intersection of ADOT's proposed loop road (between SR 260 and the I-17/General Crook Trail traffic interchange) with SR 260.

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. The prior access management plan prepared by ADOT will form the baseline for this study.

(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 based on direction from the Town.

Task 1: 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 2: 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.

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

2.2 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.

2.3 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.

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

2.5 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 3: 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 preferred location of the bypass/SR 260 intersection.

3.1 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.

3.2 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.

3.3 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.

3.4 Develop Future Build Traffic Volumes – Using the data developed in Tasks 5.2 and 5.3, 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 #2 – Future Traffic Volumes

Task 4: Access and Bypass/SR 260 Intersection 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.

4.1 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.

4.2 Assess Bypass/SR 260 Intersection Locations – Using the data developed in Task 3 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.

4.3 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.

4.4 Access Assessment – Using the data developed in Tasks 4.1, 4.2 and 4.3, Carter & Burgess will develop a methodology to compare and contrast the various access 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.

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

Deliverables:

Technical Memorandum # 3 – Access & Bypass Analysis

Task 5: Public Meetings - Carter & Burgess shall conduct four public meetings. The first meeting will be held following completion of Task 1 and will be to introduce the public to the methodology of the study. The second public meeting will be held once alternatives are developed to present the various alternatives. The third public meeting will be held to introduce the preferred access alternative. The final 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 #4 – Public Process and Comments

Task 6: Council Meetings - Carter & Burgess will attend three Town Council meetings to report on the progress of the study and to discuss and resolve issues. The Town's

Project Manager shall schedule these meetings. Carter & Burgess will provide handouts, power point presentations and boards as necessary.

Deliverables:

Council briefing materials

Task 6: Select Recommended Access 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.

Deliverables:

Technical Memorandum #5 – Recommended Access Alternative

Task 7: 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 #6 – Design Guidelines

Task 8: 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 9: 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 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.

Task 10: Prepare Striping and Signage and Traffic Control Schematics (Optional Task) – For recommended access 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. 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 #7 – Striping, Signage and Traffic Control Schematics

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.

**STAFF HOUR ESTIMATE
SR 260 ACCESS MANAGEMENT PLAN**

Task	Description	Project Manager	Senior Transportation Planner	Transportation Planner	Traffic Engineer	Transportation Engineer	Land Use Planner	CADD Technician	Graphics Artist	Admin. Asst.	Total Hours
1	Assemble Project Advisory Committee	24	24	8	8	4	0	0	0	12	80
1.1	Meetings, Agenda & Meeting Notes	24	24	8	8	4	0	0	0	12	80
2	Data Collection & Review	7	6	22	33	4	12	4	20	0	107
2.1	Prior Existing Studies	2	2	4	4	4	4	20	0	0	20
2.2	Accident Data				8						8
2.2.d	Accident Graphic				3				4		7
2.3	Traffic Data			2	4						6
2.3.d	Existing Traffic Data Graphic				2						2
2.4	Aerial Map			4				4	6		14
2.5	Development, Land Ownership & Zoning Info & Data	2	2	8			8				20
2.0.d.1	Technical Memorandum #1 - Data Collection and Review	1	1		12				4		18
2.0.d.2	Land Ownership, Use & Zoning Map	2		4					6		12
3	Future Traffic Volumes	4	24	92	0	0	16	0	4	3	143
3.1	Land Use Analysis	2	2	6			16				26
3.2	Trip Generation	6	6	18							24
3.3	Develop Future Background Traffic Estimates	8	8	32							40
3.4	Develop Future Build Traffic Estimates	24	24	24							30
3.0.d	Technical Memorandum #2 - Future Traffic Volumes	2	2	12					4	3	23
4	Access and Bypass/SR 260 Intersection Alternatives	12	13	20	32	28	12	24	0	0	141
4.1	Develop Access Alternatives	4	4		8	8	6				30
4.1.d	Access Alternative Maps	2				12		24			38
4.2	Assess Bypass/SR 260 Intersection Locations	2	4	4	4	4	2				20
4.3	Traffic Analysis	2	4	4	16						20
4.4	Access and Bypass Assessment	2	4	4	4	4	2				20
4.5	Select Preferred Access & Bypass Alternative	2									0
4.0.d	Technical Memorandum #3 - Access & Bypass Analysis	2	1	8			2				13
5	Public Meetings	26	30	0	0	0	8	0	38	32	130
5.1	Public Meetings (4)	16	16				6		6	2	46
5.2.d.1	Mailing List										6
5.2.d.3	Meeting Invitations	1							4	4	9
5.2.d.4	Exhibits	1							24	4	25
5.2.d.5	Comment Cards	2							2	6	10
5.0.d	Summary of Comments	4	6						2	12	22
5.0.d.1	Technical Memorandum #4 - Public Process & Comments	2	8						2	2	12
6	Council Meetings (3)	16	24	0	0	0	4	0	12	6	62
6.1	Council Meetings	12	16				4				32
6.1.d	Council Briefing Materials	4	8				4		12	6	30
7	Select Recommended Access Alternative	4	7	16	24	10	6	0	0	3	70
7.1	Refine Alternatives	2	4	4	4	4	2				20
7.2	Additional Traffic/Model Analysis	2	2	12	8	4	2				28
7.0.d	Technical Memorandum #5 - Recommended Access Alternative	2	1		12	2	2			3	22
8	Develop Design Guidelines	2	0	0	4	8	0	0	0	0	17
8.0.d	Technical Memorandum #6 - Design Guidelines	2			4	8	0				17
9	Interagency Coordination	12	12	8	4	6	4	0	0	0	46
10	Prepare Report	10	8	48	0	0	0	0	28	6	98
10.0.d.1	Draft Report	4	2	30					16	3	55
10.0.d.2	Final Report	2	2	16					8	3	31
10.1	Presentation to Council (1)	4	4						4		12
11	Prepare Striping, Signage & Traffic Control Schematics (Optional Task)	6	0	0	18	28	0	80	0	6	116
11.0.d.1	Schematic Plans	2			12	12		60			86
11.0.d.2	Cost Estimate	2									2
11.0.d.3	Technical Memorandum #7 - Striping, Signage & Traffic Control Schematics	1			6	8	60				70
	Total Hours	122	147	212	123	98	60	88	100	70	1010

**FEE ESTIMATE
SR 260 ACCESS MANAGEMENT PLAN**

With Task 12 - Prepare Striping, Signage & Traffic Control Schematics

Direct Labor	Hours	Hourly Rate	Fee
Labor			
Project Manager	122	\$ 172.54	\$ 21,050.06
Senior Transportation Planner	147	\$ 175.99	\$ 25,870.02
Transportation Planner	212	\$ 132.50	\$ 28,090.00
Traffic Engineer	123	\$ 119.25	\$ 14,667.75
Transportation Engineer	88	\$ 103.25	\$ 9,086.00
Land Use Planner	60	\$ 103.25	\$ 6,195.00
CADD Technician	88	\$ 79.65	\$ 7,009.20
Graphics Artist	100	\$ 76.70	\$ 7,670.00
Admin. Asst.	70	\$ 67.85	\$ 4,749.50
Subtotal Direct Labor	1010		\$ 124,387.53

Direct Expenses	Amount
Mileage	2000 \$ 0.42 \$ 830.00
Copying	50 \$ 15.00 \$ 750.00
Printing	50 \$ 2.50 \$ 125.00
Deliveries	4 \$ 45.00 \$ 180.00
Subtotal Direct Expenses	\$ 1,885.00

Subconsultants	Amount
United Civil Group (Traffic Counts)	\$ 3,000.00
Subtotal Subconsultants	\$ 3,000.00

Total Proposed Fee \$ 129,272.53

M. Burgess

Signature

Senior Project Manager
Title

April 25, 2007
Date

Without Task 12 - Prepare Striping, Signage & Traffic Control Schematics

Direct Labor	Hours	Hourly Rate	Fee
Labor			
Project Manager	117	\$ 172.54	\$ 20,187.36
Senior Transportation Planner	147	\$ 175.99	\$ 25,870.02
Transportation Planner	212	\$ 132.50	\$ 28,090.00
Traffic Engineer	105	\$ 119.25	\$ 12,521.25
Transportation Engineer	60	\$ 103.25	\$ 6,195.00
Land Use Planner	60	\$ 103.25	\$ 6,195.00
CADD Technician	28	\$ 79.65	\$ 2,230.20
Graphics Artist	100	\$ 76.70	\$ 7,670.00
Admin. Asst.	65	\$ 67.85	\$ 4,410.25
Subtotal Direct Labor	894		\$ 113,369.07

Direct Expenses	Amount
Mileage	2000 \$ 0.42 \$ 830.00
Copying	50 \$ 15.00 \$ 750.00
Printing	0 \$ 2.50 \$ -
Deliveries	4 \$ 45.00 \$ 180.00
Subtotal Direct Expenses	\$ 1,760.00

Subconsultants	Amount
United Civil Group (Traffic Counts)	\$ 3,000.00
Subtotal Subconsultants	\$ 3,000.00

Total Proposed Fee \$ 118,129.07

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 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: #O7-034
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: _____

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Regular

Meeting Date: May 2, 2007

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

AGENDA TITLE: (Be Exact): Staff update and Council discussion pertaining to recent April 11th ADOT meeting on Statewide Access Management Plan.

PURPOSE AND BACKGROUND INFORMATION: The Arizona Department of Transportation is preparing a Statewide Access Management Plan and is seeking comments from the Town on the draft classifications of state highways within Camp Verde. The Statewide Access Management Plan is intended to be the first general guide for proposed development and access on highways, and would be supplementary to specific highway access management plans. Attached with this report is the proposed classifications for Yavapai County and Camp Verde. The text below is from ADOT:

Towns, Cities, Counties and Agencies within the Prescott District: ADOT is continuing to move forward with the development of the Statewide Access Management Program. A key element of the program is the access classification system. ADOT has created a draft system and would like to get your agencies feedback and comments regarding this system in regards to your agency. Your input will be very important to the long term success of this program. Specifically ADOT would like to discuss with you how the classification system supports your land use plan. This relationship is important. The meetings we are setting up will provide your transportation and planning staff with an overview of the program. We also will go over the details of the classification system and how it relates to your land use plan. Please forward this invitation to your transportation staff and land use planners. Please do not hesitate to contact us with any questions or concerns 928-777-5862. Dallas Hammit, Prescott District Engineer

STAFF RECOMMENDATION(S): None

LIST ALL ATTACHMENTS: PowerPoint Slides: Categories, Key Category Design Elements, Proposed Access Management Category Map - County of Yavapai, and Proposed Access Management Category Map - Town of Camp Verde.

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 \$

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.

Categories

FW (freeway)

MR (major regional)

RA (rural principal) UA (urban principal)

RB (rural secondary) UB (urban mixed)

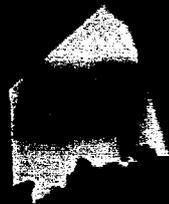
UC (urban secondary)

SF (service and frontage roads)

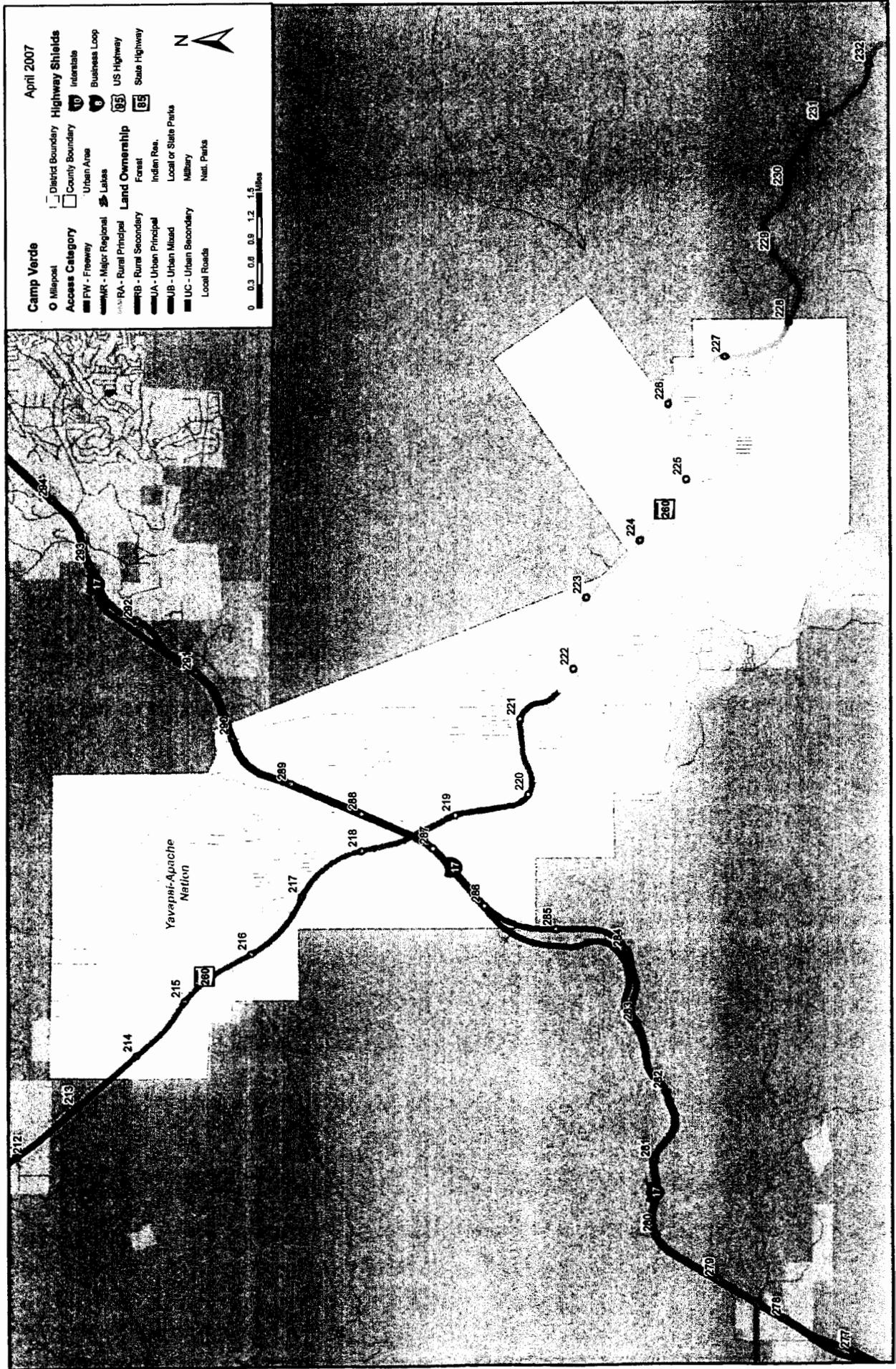


Key Category Design Elements

Category	Driveways	Signal Spacing	Turn Lane
MR	NO/Proof of necessity & deeded	1 – 2 miles	Low Warrant Trigger #
UA/RA	NO/Proof of necessity	½ to 1 mile	Low Warrant Trigger #
UB/RB	OK for 1	½ mile & performance	Medium Warrant Trigger #
UC	Ok for 1	Performance criteria	Medium, flexible trigger #
SF	Ok for 1	Performance criteria	Medium warrant Trigger #



Proposed Access Management Category Map - Town of Camp Verde



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

Meeting Type: Regular

Meeting Date: May 2, 2007

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

AGENDA TITLE: Discussion, consideration and possible approval of a collection agreement between the USDA, Forest Service, Coconino National Forest and Camp Verde's Trails and Pathways Commission. The agreement includes \$10,000 funding from the Town's 06/07 budget and provides for financial support of future projects, as funding is approved and available.

PURPOSE AND BACKGROUND INFORMATION: The Agreement provides a vehicle for the Commission to contribute to the planning, design, construction of a local area trail system, located on the Coconino National Forest, including trails and trailheads. In addition, it provides for long-range strategy of trails system in both the development and funding.

STAFF RECOMMENDATION(S): None

LIST ALL ATTACHMENTS: Collection Agreement and Camp Verde Trails Map

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

- | | | |
|---|--|--|
| <input 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 N/A \$10,000

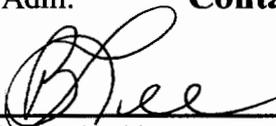
Comments:

Fund: General

Line Item/:01-50-55-6608

Submitting Department:Adm.

Contact Person:Bill Lee

Town Manager/Designee: 

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

COLLECTION AGREEMENT
Between
USDA, FOREST SERVICE, COCONINO NATIONAL FOREST
And
TOWN OF CAMP VERDE

This COLLECTION AGREEMENT (“Agreement”) is hereby entered into by and between the USDA Forest Service, Coconino National Forest, hereinafter referred to as the Forest Service, and the Town of Camp Verde (“Town”), by and through the Camp Verde Trails and Pathways Commission, hereinafter referred to as the “Commission” under the provisions of the Cooperative Funds Act of June 30, 1947 (U.S.C. 498 as amended by Pub. L. 104-127).

A. PURPOSE:

The purpose of this Agreement is to provide a vehicle for the Commission to contribute to the planning, design, construction of a local area trail system located on the Coconino National Forest, including trails and trailheads. The Town of Camp Verde and its citizens approved development of the trail system through the Camp Verde Community Plan (“Plan”). The Forest Service and the Commission will work together to develop a long-range strategy for developing the trail system and to fund implementation of the strategy.

The initial project under this Agreement is the planning and design phase for the historic General Crook and Woodcutters Trails located adjacent to the Town and depicted on the attached maps (Exhibit A), including compliance with National Environmental Policy Act requirements, cultural resource clearance and biological assessment.

B. THE FOREST SERVICE SHALL:

1. Work with the Commission to determine annual and long-range priority projects within the trail system, including planning, design and construction projects.
2. Provide the Commission with a cost estimate for projects, annually, prior to the beginning of each fiscal year (July 1).
3. Provide the Commission with an annual summary of progress or completion of projects.
4. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
5. Provide the appropriate level of supervision and training for any volunteers provided by the Commission.

C. THE COMMISSION OR TOWN SHALL:

1. The Commission shall work with the Forest Service to determine annual and long-range priority projects within the trail system, including planning, design and construction projects
2. The Town shall provide funding in the amount of \$10,000.00 for the initial project under this Agreement.
3. The Town may (in the exercise of its sole discretion) provide funding for future projects, as funding is approved and available.
4. The Commission shall provide volunteers, if available; to help with approved projects on the Forest. Volunteers and work tasks will be approved and accepted by the Forest Service through either a Sponsored Volunteer Agreement or an Individual Volunteer Agreement.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TAXPAYER IDENTIFICATION NUMBER. The Town shall furnish its tax identification number upon execution of this instrument.
2. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service, the Town and the Commission are not obligated to fund any changes not properly approved in advance.
4. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the Town or authorized for use for new projects by the Commission. Due to processing costs, any balance less than \$40 will not be refunded.
5. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the Commission to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
6. LEGAL AUTHORITY. The Town (by and through the Commission) has the legal authority to enter into this instrument, and the institutional, managerial and

financial capability to ensure proper planning, management, and completion of the project.

7. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service, the Town or the Commission from participating in similar activities with other public or private agencies, organizations, and individuals.
8. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Excess funds shall be refunded within 60 days after the effective period.

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

9. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Forest Service Project Contact

Bill Stafford, Recreation Staff Officer
Coconino National Forest
Red Rock Ranger District
PO Box
Sedona, AZ 86336
Phone: 928.203.7529
FAX: 928.203.7539
E-Mail: wstafford@fs.fed.us

Commission Project Contact

Perry Haddon, Chair
Camp Verde Trails and Pathways
Town of Camp Verde
473 S. Main Street, Ste 102
Camp Verde, AZ 86322
Phone: 928.567.7256
FAX:
E-Mail: haddon@commspeed.net

Forest Service Administrative Contact

Elizabeth Vensel, G&A Specialist
Coconino National Forest
Supervisor's Office
1824 S. Thompson Street
Flagstaff, AZ 86001
Phone: 928.527.3561
FAX: 928.527.3681
E-Mail: evensel@fs.fed.us

Town Administrative Contact

Bill Lee
Town Manager
Town of Camp Verde
473 S. Main Street Suite 102
Camp Verde, AZ 86322
Phone: 928.567.6631 ext 102
FAX: 928.567.8291
E-Mail: blee@cvaz.org

10. **ADVANCE BILLING.** Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will not be assessed on this mutually-beneficial project, as per FSH 1909.13, Chapter 40, Amendment No 1909.13-2006-2.

Billings shall be sent to:

Finance Director Dane Bullard
Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

11. BUDGET AUTHORIZATION. The Forest Service's performance under this instrument is contingent upon receiving Budget Authority. Once Budget Authority is obtained, Forest Service performance under the terms of the instrument may commence. Budget Authority is limited to the Fiscal Year (October 1 through September 30). Amounts authorized but not obligated or expended will expire on September 30 of the Fiscal Year in which the Budget Authority was obtained. No further obligations or charges may occur under the instrument until the Forest Service obtains Budget Authorization for subsequent Fiscal Years.
12. ENDORSEMENT. Any Town or Commission contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's product or activities.
13. FOREST SERVICE LIABILITY. The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.
14. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through 5 years from the date of last signature at which time it will expire unless extended.
15. AUTHORIZED REPRESENTATIVES. By signature below, the Commission certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this Agreement.

The PARTIES HERETO have executed this instrument.

TOWN OF CAMP VERDE
CAMP VERDE TRAILS AND PATHWAYS
COMMISSION

USDA FOREST SERVICE
COCONINO NATIONAL FOREST

TONY GIOIA
Mayor

DATE

NORA B. RASURE
Forest Supervisor

DATE

FS Agreement No.
Cooperator Tax ID No.
Cooperator Agreement No.

07-CO-11030406-023

4/24/07

The authority and format of this instrument has been reviewed and approved for signature.

ELIZABETH A. VENSEL DATE
Forest Service G&A Specialist

FOR FOREST SERVICE USE ONLY

Agreement #:	07-CO-11030406-023
Spending Limit for FY08:	\$10,000.00
Burden (overhead rate):	0%
Job Code:	
Billing Frequency:	advance lump sum
Vendor ID:	
Program Manager and Phone #:	Bill Stafford, 928.203.7529
Termination Date:	5 years from date of last signature

CAMP VERDE TRAILS MAP

