

AGENDA



**REGULAR SESSION
MAYOR and COMMON COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, OCTOBER 5, 2005
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 to minimize disruption of tonight's meeting.

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:**

There are no minutes for approval

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

1) Special Session – October 12, 2005 at 3:00 p.m.

2) Regular Session – October 19, 2005 at 6:30 p.m.

3) Council Hears Planning & Zoning – Regular Session – October 26, 2005 at 6:30 p.m.

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

6. **Discussion, consideration, and possible direction to staff to sign a change order to strengthen the stability of the walls of the new Marshal's facility so the building meets current International Building Codes.** (This is not a budgeted item)

7. **Discussion, consideration, and possible approval of a two-year contract appointing Michael Bluff as Magistrate.**

8. **Discussion, consideration, and possible appointment of Harry Cipriano and Duane Wyles as Assistant Magistrates under the direction of the presiding Magistrate for a 3-year term.**

9. **Discussion, consideration, and possible approval to transfer the obligation for the Storm Drain Management expenditure budget line item from HURF to the General Fund.**

10. **Discussion, consideration and possible approval of additional work request for RBF Consulting for conceptual Storm water system mapping and conceptual storm water system exhibit in the amount of \$4,150.** (This is a budgeted item)

11. **Discussion, consideration, and possible direction to staff concerning Dial-A-Ride/Transit Service.**

12. **Discussion, consideration, and possible direction to staff on the purchase of a new or used vehicle for the administration department.** (\$10,000 has been budgeted)

13. **Discussion, consideration, and possible direction to staff to write to the USFS as it relates to the proposed sale of a portion of the 213 acres of National Forest Service property along Highway 260.**
14. **Update on SLIF Grant and discussion, consideration, and possible authorization and direction to staff to enter into contract to hire an archaeological consulting firm to do research for the Black Bridge River Front Park. The contract amount should not exceed \$3,000.** (This is a budgeted item)
15. **Discussion, consideration and possible approval of NF Planning and Development (NFPD) contract to continue assisting the Town in planning and development.** (This is a budgeted item.)
16. **Discussion, consideration, possible direction to staff regarding Ordinance 2003-A261 regarding residence requirement for Commission/Committee Members and how it pertains to the Trails and Pathways Committee.**

The following item was requested by Councilor Parrish:

17. **Discussion, consideration, possible direction to staff regarding advantages and disadvantages of increased sales tax in the amount of one half cent, in lieu of an impact fee.**

There will be no Public Input on the following items:

18. **Advanced Approvals of Town Expenditures**
19. **Manager/Staff Report**
 - a) **Update by Town Manager regarding 'Comments to Council' on the web page and how to send an attachment.**
20. **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.
21. **Adjournment**

Posted by: *O. Jones*

Date/Time: *9-20-05* *10:20 a.m.*

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

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

STAFF REPORT

Council meeting of: **October 5, 2005**

Title: Discussion, consideration, and possible direction to staff to sign a change order to strengthen the stability of the walls of the new Marshal's facility so the building meets current International Building Codes.

Budgeted item: No

Description of Item: For safety reasons the walls in this facility need to be shored up and tied to the foundation.

Staff Recommendation: Recommend approval

Comments: None

Attachments: None

Prepared by: Carol Brown for Bill Lee

STAFF REPORT

~~September 22, 2005~~ 10-5-05

Council meeting of: September 28, 2005

(Please state exactly as it should appear on the agenda, what type of action you anticipate)

Title: Possible approval to appoint Harry Cipriano and Duane Wyles as Assistant Magistrates under the direction of the Presiding Magistrate for a term of three years.

Is this a budgeted item: YES NO

Description of Item:

Possible approval of Council to update Assistant Magistrate list, to remove Michael Bluff (upon Council approval of his contract) and Jacque Daughety, to add Harry Cipriano and retain Duane Wyles.

Staff Recommendation: Approve Duane Wyles and Harry Cipriano as qualified persons to serve as Assistant Magistrates.

Comments: The Court is aware that there are corrections and changes being made to the Town Code. It is unknown if Section 5-2-4 verbiage is part of that process to include as per the attached opinion of Brad Woodford, dated December 1, 2004.:

- 1.) Change wording of Judge Pro Tempore to "**Magistrate**" or "**Assistant Magistrate**".
- 2.) Change to clarify "unspecified term" to "**at least a two year term**".

Attachments: YES NO

Prepared by: Acting Town Magistrate Michael Bluff

Section 5-2-4 Judges Pro Tem

The Town Magistrate may recommend to the Council the names of individuals qualified to serve as judges pro tem for the Magistrate court, subject to the assignment and direction of the Town Magistrate, once appointed. All judges pro tem shall serve for an unspecified term, subject to removal by the Council. All duly appointed judges pro tem shall be compensated per a fee established by the Council, and subject to the reimbursement of those travel expenses and other out-of-pocket allowances permitted for Town employees. All judges pro tem shall be independent contractors and not subject to the benefits or wage provision for Town employees.

Bill Lee

From: "Brad Woodford" <cbwoodford@lawms.com>
To: <blee@campverde-az.gov>
Cc: "Bill Sims" <WJSims@lawms.com>
Sent: Wednesday, December 01, 2004 1:34 PM
Subject: Pro tem Magistrate

Bill, The letter from the Supreme Court addressed to your magistrate states:

1. Non charter cities and towns (including their magistrates) have no authority to appoint judges pro tem.
2. The Constitution requires all pro tems to be lawyers.
3. Non charter cities and towns can appoint magistrates (including presiding, full time and part time) who are not lawyers, and set their qualifications and compensation but their terms must be for a minimum of two years.

This opinion conflicts with Section 5-2-4 of the Town Code which permits the presiding magistrate to appoint judges pro tems.

Solution - The council can appoint assistant magistrates to serve upon call by the presiding judge but for a term of at least two years. The council can set the compensation (even if none).

If the assistant magistrate does not perform satisfactorily, the presiding magistrate will just not use them until their term expires, and the council can appoint another one

This whole thing is confusing only because the Supreme Court in an effort to raise the qualifications of the judiciary, invoked the Constitutional provision that says pro tem judges shall be lawyers. They didn't obviously count on the political power of the Justices of the Peace to get the constitution amended, but only for them.

We need to either ignore Section 5-2-4 of the Town Code or amend it.

C. Brad Woodford
MOYES STOREY LTD.
1850 N. Central Avenue
Suite 1100
Phoenix AZ 85004
602-604-2139
Fax: 602-274-9135
cbwoodford@lawms.com

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STAFF REPORT

Council meeting of: October 5, 2005

Title: **Discussion, consideration, and possible approval to transfer the obligation for the Storm Drain Management expenditure budget line item from HURF to the General Fund.**

Budgeted Item: **Not applicable.**

Description of Item: This is a housekeeping measure to move the expenditure budget line item for Storm Drain Management (20-70-76-8415) from the Highway User Revenue Fund (HURF) to the General Fund. By law, the Town may only use HURF money for improvements to streets, sidewalks and adjacent drainage that affects streets and sidewalk directly.

Funding from this line item is intended for storm management projects that are not eligible under the HURF spending limitations.

This request will transfer the obligation to expend Storm Drain Management money from the HURF account to the General Fund account. The transfer of the expense line item will enable the expense to be paid from the General Fund instead of the HURF line item.

Staff Recommendation: Approve the expenditure budget line item move.

Attachments: No

Prepared by: Wally Dickinson

STAFF REPORT

Council meeting of: October 5, 2005

Title: **Discussion, consideration, and possible approval of Additional Work Request for RBF Consulting for conceptual storm water system mapping and conceptual storm water system exhibit, in the amount of \$4,150.**

Budgeted Item: **Yes.**

Description of Item:

Camp Verde is covered under Phase II of the National Pollutant Discharge Elimination System (NPDES) permit coverage in part because of our proximity to the Verde River. Camp Verde's NPDES permit requires a Storm Water Management Plan, which was completed in December 2003.

The Town's Storm Water Management Plan includes a number of measurable goals that must be completed within specific timeframes. One of the measurable goals identified to protect against illicit discharge and elimination is to develop a map of the storm drain system and identifying major outfalls.

RBF Consulting is the firm that prepared the Town's Storm Water Management Plan. This firm is able to complete a survey of the adjacent washes to establish where water flows to determine which washes need to be included in a map of the storm drain system. The finished map proposed by RBF will include washes that flow to our storm drain system and the inlets along our street system. The finished map will enable town staff to monitor for dry-weather flows and illegal dumping.

Upon completion of the map, the town will be provided with the GIS shape files developed by RBF for the map.

As professional services, this project did not go through the bid process. The request was submitted as an addition to a previous contract with RBF Consulting.

Staff Recommendation: Pleasure of the Council.

Attachments: **Yes**

Prepared by: Wendy Escoffier.



JN 45-102216.001
Request No. 1
May 13, 2005

ADDITIONAL WORK REQUEST SUMMARY

Client:

Town of Camp Verde
395 South Main Street
Camp Verde, AZ 86322-7272

Work Requested By:

Bill Lee

Consultant's Designated Representatives are:

Michael A. Worlton, P.E.

Name and Title

J. Ryan Christensen, P.E.

Name and Title

Project Name:

Storm Water Management Plan

Summary of Additional Work:

Task 1 – Conceptual Storm Water System Mapping

Consultant shall perform site visits to determine the major outfalls, and storm drain inlets within the Town of Camp Verde. The purpose of this Storm Water System Mapping is to comply with the Town's Storm Water Management Plan. As part of this Task, Consultant has budgeted up to 27 hours (including travel time) for performing the Storm Water System Mapping. Additional time may be provided as "Additional Services" as defined herein. Consultant shall work to identify the location and size of as many storm water inlets and outfalls possible within the time budgeted for this Task. The Storm Water Mapping performed for this Task will show conceptual locations of the outfalls and inlets only, no level of accuracy is guaranteed for this Mapping.

Task 2 – Conceptual Storm Water System Exhibit

Consultant shall develop a Conceptual Storm Water Map showing the locations of the major outfalls, and storm drain inlets. The information obtained in Task 1 shall be used to develop the Storm Water Map. The Town's existing GIS shapefiles will be used as the base for developing the map. Upon completion of this Task, Consultant shall provide Client with the GIS shapefiles developed for this Task. Consultant shall also provide client with two 24x36 inch exhibits. The development of this Exhibit shall be performed one time. Any revisions to the Storm Water Exhibit based on Client comments shall be provided as "Additional Services" as defined herein.

PLANNING DESIGN CONSTRUCTION

16605 N. 28th Avenue, Suite 100, Phoenix, AZ 85053-7550 ■ 602.467.2200 ■ Fax 602.467.2201

Offices located throughout California, Arizona & Nevada ■ www.RBF.com

printed on recycled paper

Estimated Fee for Additional Work:

Task 1	Conceptual Storm Water Mapping	\$ 2,900.00
Task 2	Conceptual Storm Water System Exhibit	<u>\$ 1,250.00</u>
	TOTAL	\$ 4,150.00

Prepared By:  May 13, 2005
Scott M. Larson, P.E., R.L.S., Vice President (Date)

Authorized By: _____
(Client) (Date)

STAFF REPORT

Council meeting of: October 5, 2005

Title: **Discussion, consideration, and possible direction to staff concerning Dial-A-Ride/Transit service.**

Budgeted Item: Not applicable.

Description of Item: This is an update on the Dial-A-Ride/Transit Service from the September 14, 2005 meeting.

During the September 14th work session, council requested staff research additional means, including funding, for providing transit service. Arizona Department of Transportation does provide technical assistance to communities to develop transit programs.

In August and September 2001, Camp Verde officials met with City of Cottonwood, ADOT, Yavapai County, and NACOG officials. Amy Ostrander of Ostrander Consulting, LLC also attended the meeting. At that time, a suggested timetable of activities was developed. A September 17, 2001 memo, including the timetable is attached.

The suggested timetable could be followed prior to beginning transit services. The benefit of this suggestion is when transit service is started; it will be reliable and dependable. The drawback to this suggestion is service would not begin until October 2006.

At this time, the City of Cottonwood is noncommittal to assisting Camp Verde in a joint transit project. Cottonwood is willing to **consider** participation if a Camp Verde/ADOT evaluation concludes and our Council agrees to a joint venture with CATS. LTAF II funds could fund the evaluation.

Although our current bus does not meet the minimum vehicle specifications for the ADOT Section 5311 program – meaning if the Town were to apply for 5311 funding, a new bus would have to be included in the request and the current bus retired – the bus can be operated with existing and 2006 LTAF II funds.

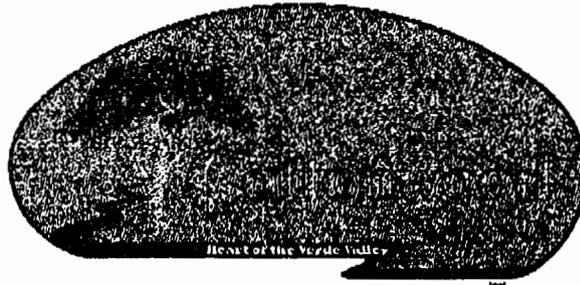
Council Considerations: Camp Verde is eligible to receive 2006 LTAF II of \$9,616.65 and required to match that figure with \$2,404.16 for a total of \$12,020.81. The Town would have until September 30, 2007 to spend the LTAF II funds.

The existing and 2006 LTAF II funds could be used to fund a Camp Verde transit loop until funds are depleted.

Council should consider whether or not a transit coordinator should be designated and what that person's duties will be. As suggested in the Lima & Associates study, the transit coordinator should also develop carpools by creating a database and matching up prospective carpool riders.

Attachments: **Yes**

Prepared by: Wendy Escoffier



To: Chip Davis, Yavapai County Board of Supervisors
City Council, City of Cottonwood
Town Council, Town of Clarkdale
Sam Chavez, Program Administrator, ADOT-Transit Team

From: Shirley Scott, Transit Manager, CATS, City of Cottonwood *Shirley Scott*

Date: September 17, 2001

Subject: Transit Services for Town of Camp Verde

On August 21, representatives of Cottonwood and Camp Verde met to discuss the need for transit service in the Town of Camp Verde and the possibility of contracting with CATS, run by the City of Cottonwood, to provide this service. During the discussion, a process was identified to develop the information necessary for the Camp Verde Town Council to reach a decision point about implementing transit service. The perspective of the City of Cottonwood relative to providing contract services was discussed and focused on the position that any services provided to Camp Verde would need to be fully funded, including capital and operating expenses, from new funding sources. Finally, a timetable for action was outlined to coincide activities with rural transit grant funding cycles.

This letter is to advise the current CATS funding partners of this potential expansion of CATS service. As you will see from the suggested timetable, Camp Verde is targeted to make a decision about the implementation of transit services by December. I will keep you informed as this project proceeds. If you have any questions, please contact me directly at (928) 634-2287.

Summary of Strategy Meeting: Transit Services for Town of Camp Verde
Process to Support Decision Making:

(Responsibility of Town of Camp Verde Staff/Town Council)

1. Review Lima and Associates study and select preferred operating scenario.
2. Develop operating costs for selected scenario based on current CATS operations.
3. Identify/develop information about potential revenue streams.
4. Present proposal for transit service to Town Council for approval.

Perspective of City of Cottonwood to Provide Contract Services:

As the only active public transit agency in the Verde Valley, CATS has the advantage of being an experienced transit agency, receiving federal rural transportation funding through ADOT, and having knowledge about and complying with various transit

regulations. Centralized management of transit services makes sense; however the following perspectives must be considered:

1. The City of Cottonwood is one of several partners operating CATS. Any decision to expand to contract operations would need to be agreed to by all partners including the City of Clarkdale, Yavapai County Government, and ADOT.
2. Any agreement would need to compensate CATS 100% for operating and capital costs as well as an incremental portion of management expenses.
3. The expansion of transit to other areas must be coordinated with respect to regional impacts.

Suggested Timetable:

Date:	By:	Task:
September 4	Amy Ostrander	Provide updated CATS cost factors. (Attached)
September to November	Town of Camp Verde	(Suggested steps for discussion only. Actual process to be determined by Town of Camp Verde) <ol style="list-style-type: none"> 1. Select preferred operating plan. (Lima Study) 2. Develop Operating Budget based on CATS cost factors. 3. Identify number of vehicles required and develop Capital Budget. 4. Identify potential revenue sources. 5. Preliminary presentation to Town Council. 6. Preliminary presentation to Community. 7. Modify operating plan and related budgets based on Council/Community input. 8. Develop Draft Contract Agreement. <ul style="list-style-type: none"> • Shirley Scott, CATS Transit Manager, should be solicited for comments as operating plans are developed. • Funding partners (Cottonwood, Clarkdale, Yavapai County and ADOT) should be kept advised of progress.
December	Town of Camp Verde	Decision by Town of Camp Verde Council to implement transit plan.
January 2002	City of Cottonwood	Present Draft Contract to Funding Partners for approval.
February	CATS Camp Verde	Final decision about implementing service.
FTA5311 Funding Cycle		(For Information)
January	CATS/ADOT	FTA5311 application due
April		Award announced
October		Project start-up/funding available

STAFF REPORT

Council Meeting of: **October 5, 2005**

Title: Discussion, consideration and possible direction to staff on the purchase of a new or used vehicle for the administration department.

Description of Item: \$10,000 was allocated in the FY 05/06 CIP budget for the purchase of an administration vehicle. We have the option of purchasing a new vehicle by asking for additional funding and using the \$10,000 toward a down payment and/or paying the monthly expenses. Our other option is to purchase a used vehicle for approximately \$10,000.

Staff Recommendation: Authorize staff to research the purchase of a vehicle and purchase a new or used vehicle based on Council's direction.

Attachments: ___ Yes ___ No

Budgeted Item: X Yes up to \$10,000

Prepared by: Carol Brown for Bill Lee

STAFF REPORT

Council meeting of: **October 5, 2005**

Title: Discussion, consideration, and possible direction to staff to write to the USFS as it relates to the proposed sale of a portion of the 213 acres of National Forest Service property along Hwy 260.

Budgeted item: N/A

Description of Item: The property is located at the Verde District Ranger site here in Camp Verde. In the past we have asked that the Town be kept informed of this process.

Staff Recommendation: Recommend approval.

Comments: None

Attachments: Yes

Prepared by: Carol Brown for Bill Lee



United States
Department of
Agriculture

Forest
Service

Coconino
National Forest,
Supervisor's Office

1824 S. Thompson Street
Flagstaff, AZ 86001-2529
Phone: (928) 527-3600
Fax: (928) 527-3620

File Code: 1950-1

Date: September 19, 2005

Dear Neighbor:

The Coconino National Forest through the Red Rock Ranger District proposes to sell the Verde Ranger Station site, a portion of the 213-acre piece of National Forest along State Route 260 on the east side of Camp Verde, Arizona. This letter and a draft Environmental Assessment (EA) of the proposal, alternatives considered, and their effects are being sent to you because you have expressed interest in the project in the past. Our initial proposal considered sale of the entire 213-acre parcel, however, public comments were considered and other alternatives were developed.

The Forest Service has been working to evaluate issues related to the sale of the Verde site (current Verde Ranger District office). Initial public involvement indicated concerns about the White Bridge recreation site, threatened and endangered species, archeological resources and impacts from development on the property. During the process, an issue was raised about whether the existing ranger station location best serves the public, or if it should be moved to a new site. An alternative was developed that would retain a portion of the existing ranger station and allow construction of new facilities on the existing site.

At this time, we propose Alternative D be selected as the best alternative. This alternative would approve construction of new ranger station facilities on the existing Verde Ranger Station site, retain the White Bridge recreation site and river frontage north of SR260 and sell the remaining area, approximately 175 acres, of the administrative site. Proceeds from the sale would be used under the Arizona National Forest Improvement Act authority for construction of the new facilities. The area proposed for sale includes a small area along Howard Road and east of Quarterhorse Drive, a larger area north of SR 260 and Howard Road and smaller triangles north of the Arizona Department of Transportation drainage easement.

The enclosed Summary of Proposed Action describes impacts of three action alternatives, action and no-action alternative, and the trade offs between these alternatives. The document is also available upon request or by accessing the Coconino National Forest website at:

www.fs.fed.us/r3/coconino/nepa

An EA for this project is being completed and will be finalized after the 30-day comment period and before a final decision is made.



Request for Comments

At this time, we are asking for comments on this project. Your comments are important to help us understand any issues or concerns you may have about this proposal. When you respond, please make sure your comments are fully formed and as specific as possible to assist us in the analysis.

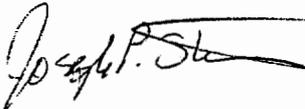
Please send your comments to Judy Adams, Red Rock Ranger District, PO Box 300, Sedona, AZ 86339; call Judy at 928-203-7506 or Ken Anderson, District Ranger at 928-203-7501; or email – comments to:

comments-southwestern-coconino-redrock@fs.fed.us

This is the official Notice and Comment period for this project, per 36 CFR Part 215.3(a). If we do not receive any substantive comments or if we receive only supportive comments, there will be no appeal period following the completion of the EA and my subsequent decision (36 CFR 215.12(1)). Public comments (written, oral, facsimile, hand-delivered or electronic) on the Proposed Action will be accepted for 30 days following the date of publication of a Notice of Availability in the Arizona Daily Sun. Regulations prohibit extending the length of this comment period.

Thank you for your time and interest in your National Forest.

Sincerely,



to
NORA B. RASURE
Forest Supervisor

Enclosure (1)



United States
Department of
Agriculture

Forest
Service

Southwestern
Region



Summary of Proposed Action for the Verde Ranger Station Administrative Site Sale

Coconino National Forest

September 2005

The United States Department of Agriculture (USDA), prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provided and employer.

Purpose and Need

Background

This document discusses a proposal to sell approximately 213 acres of Coconino National Forest lands where the current Verde Ranger Station offices of the Prescott National Forest are located. The proposal is a result of special legislation, the Arizona National Forest Improvement Act of 2000, P.L. 106-458 passed in November 2000, which allows the Forest Service to exchange or sell several sites in various locations in Arizona and use the proceeds of those sales to acquire, construct or improve administrative facilities. This legislation responded to a long standing issue of Verde Valley Forest Service offices being inadequate and high maintenance facilities that do not best serve National Forest or public purposes and limited funding for administrative site facilities construction. Proceeds from land sales in combination with Forest Service funding will be used to build new ranger station facilities in the Verde Valley starting in 2006. Two Verde Valley administrative sites were identified in the legislation: This proposal addresses a 213 acre parcel on State Route 260 in Camp Verde where the existing Verde Ranger District (Prescott National Forest) office is located.

Purpose and Need for Action

There is a need for the Forest Service to use the Arizona National Forest Improvement Act legislation to sell all or a portion of the Verde Ranger District Administrative Site to obtain funding to build administrative facilities that better serve the public and provide quality work environments for employees. This action is needed, because the existing ranger district facility at Camp Verde is not able to provide quality public service or employee work conditions due to old and outdated facilities that are inadequate and are high maintenance. Congress passed this legislation in recognition of limited funding available to construct new facilities. This legislation allows for income derived from the sales of these properties to be used in construction of new facilities that better provide for public service and to improve employee working conditions.

This action responds to and implements the goals and objectives outlined in the Coconino and Prescott Forest Plans that promote providing quality administrative facilities that serve the public and meet administrative service needs. The Coconino Forest Plan identified the area east of the Verde Ranger Station site as base for exchange indicating the area met one or more of the criteria under the Landownership Planning/Land Classification standards and guidelines (page 86) for possible conveyance to private ownership. The administrative site was not specifically identified as base for exchange but has similar characteristics to adjacent lands that were identified and meets the landownership adjustment guidelines in the Coconino National Forest Plan (page 86). This project also helps to implement the standard and guideline under General Administration that states "Maintain an aggressive and pro-active public affairs program, Forest-wide, to establish and maintain informed consent for resource management objectives." Prescott NF Plan Desired Future Conditions for facilities are to construct, maintain and regulate use of Forest Service facilities to protect natural resources, correct safety hazards, reduce disinvestments and support management activities and that all facilities provide visitor orientation, information and interpretation. The Prescott Plan also states in standards and guidelines that it will provide for establishing facilities necessary for the administration of National Forest lands and include construct/reconstruct FA&O facilities to support management and administration activities. Moving forward with proposed construction of new administrative facilities is consistent with the Prescott National Forest Plan.

Proposed Action

The Forest Service proposes to sell approximately 175 acres of the 213-acre Verde Ranger District Administrative site and use the funds derived from these sales to build new administrative facilities to meet the purpose and need. The result of this sale would likely be some form of private development on the 175 acres as allowed by the Town of Camp Verde development process.

The new administrative facilities would be built, in part, where the existing administrative facilities are located and also extend to the east. Facilities would include approximately 12,000 square feet of office space and 16,000 square feet of warehouse/shop space. Improvements of infrastructure would likely also be needed at the existing site. The area along the Verde River, including the White Bridge recreation area would be retained in federal ownership.

This proposed action is different from the proposal sent in November 2003. The initial proposal indicated sale of the entire 213 acre parcel with restrictions to protect the riparian and threatened and endangered species habitat along the Verde River. Since that time and considering public comment, the proposal is to sell approximately only the 175 acres.

Decision Framework

Given the purpose and need, the deciding official reviews the proposed action and the other alternatives to make the following decisions:

- Should this 213 acre administrative site or portion of it be sold or not?
- Should new facilities for the Verde Ranger District facility be built on this site or not?
- Should the site be sold with restrictions or limitations?

The deciding official, Coconino National Forest Supervisor, may choose the No Action Alternative, the Proposed Action as stated above, or one of two other action alternatives in this project. The action alternatives include a variety of scenarios that sell portions of the 213 acre site or the entire site.

Public Involvement

The proposal to consider sale of the property has been listed in the Coconino National Forest Schedule of Proposed Actions since July 2003. Information on sale of the entire 213 acre parcel was provided to the public and other agencies for comment during scoping in November and December 2003. As part of the public involvement process, the agency sent letters to adjacent landowners and interested parties describing the possible sale of the 213-acre site as well as developed a news release asking for comment. The Forest Service also sponsored an open house in Camp Verde to allow for specific discussion on the sale of the Camp Verde site. The Forest Service has also had public involvement regarding the dedication and construction of a new administrative site for the Verde Ranger District, with one alternative along Middle Verde Road and one in Cottonwood near Zalesky Road. The public meeting in Camp Verde included information on consideration of new ranger station sites for the Verde Ranger Station, as well as information on the proposed sale of the 213 acre existing administrative site.

Using the comments from the public, other agencies, including the Town of Camp Verde, and adjacent property owners and the Yavapai Apache Nation (see *Issues* section), the interdisciplinary team developed a list of issues to address.

Issues

The Forest Service separated the issues into two groups: significant and non-significant issues. Significant issues were defined as those directly or indirectly caused by implementing the proposed action. Non-significant issues were identified as those: 1) outside the scope of the proposed action; 2) already decided by law, regulation, Forest Plan, or other higher level decision; 3) irrelevant to the decision to be made; or 4) conjectural and not supported by scientific or factual evidence. The Council for Environmental Quality (CEQ) NEPA regulations require this delineation in Sec. 1501.7, "...identify and eliminate from detailed study the issues which are not significant or which have been covered by prior environmental review (Sec. 1506.3)..."

As for significant issues, the Forest Service identified [4] topics raised during scoping. These issues include:

[Recreation Site Access - 1]: *Sale of the Camp Verde site may result in loss of public access to the river and existing public picnic area.* The ability of the public to access the site and river would be compared in the analysis. The parcel contains one of the few public access points to the Verde River in Camp Verde and has been improved using public grant funds. The site contains picnic facilities and trail access to the river. Preservation of the public access at this site is required since SLIF (State Lake Improvement fund) funding was used to build these facilities and the grant requires that these sites remain public for 25 years after the use of the grant. Grant funding under this authority was applied to the White Bridge recreation site in the last several years. Preserving wetlands and floodplains are required under Executive Order and this will be evaluated under each alternative.

[Historical and Cultural Resources - 2]: *Sale of Verde Ranger Station site could result in loss or removal of cultural resources.* This issue would be analyzed with how well the alternatives address preservation of the cultural resources and meet the objectives of the federal cultural resource laws. Cultural resource sites on the Camp Verde site are being mitigated in expectation of sale without restrictions, through appropriate consultation with the State Historic Preservation Office and Native American interests.

[Threatened and Endangered Species Habitat - 3]: *Sale of the Camp Verde site could result in loss of habitat and potential protection for species listed under the Endangered Species Act, including: southwestern willow flycatcher, yellow-billed cuckoo, Mexican spotted owl, bald eagle, Yuma clapper rail, loach minnow, spikedace, Colorado pikeminnow, and razorback sucker.* While deed restrictions and existing floodplain development restrictions may mitigate potential impacts to habitat along the Verde River, there is concern about the effectiveness of these restrictions and who and how to enforce them if the area along the river were part of the sale. There is concern that despite having restrictions or requirements in place, once the property is transferred out of federal ownership, the ability to administer the restrictions to ensure protection of habitat may be limited and result in impacts to these species. Alternatives were developed that exclude a portion of the Camp Verde site from the sale to mitigate these issues by retaining this habitat in federal ownership and management.

[Existing Land Use of the Verde Administrative Site - 4] *The existing Verde Ranger District administrative site is in the best location to provide service to the public and the sale of the entire site would eliminate the option of building facilities at this location. A separate analysis was considering new site locations for the Verde Ranger District administrative office (Verde Valley Admin Site Environmental Assessment). These sites were evaluated but did not include development of new facilities on a portion of the existing administrative site. The Proposed Action considers the sale of a portion of the site and development of new administrative facilities on this site. Other alternatives assume development of new ranger station facilities at a new site.*

Other Public Comments

Other comments were raised during initial public involvement on this project. These comments are not considered within the scope of this analysis. Comments considered outside the scope are things where other agencies have the jurisdiction to address. In addition, specific decisions related to the sale process are also discussed. The comments are summarized below.

Some comments indicated that the property should be split into several smaller properties for sale in order to obtain the best return to the government during the sale process. While the amount of return to the federal government in the sale of National Forest land is very important, this analysis is considering the sale of a larger parcel without a specific decision as to the process or method of the sale. The Forest Service will ultimately determine the method of sale including the number of parcels that would likely provide the best financial return. The type of sale, parcel size and number, as well as the type of sale process to be used, will be an administrative decision to be made after the decision on whether to sell the parcel or not. In addition, some comments indicated an interest in bidding on the property if smaller parcels were offered. Methods of sale have not yet been determined and may offer these opportunities if parties are qualified under the selected method.

There were a few other comments related to possible future development at the property to be sold, including building heights, sewer disposal, water use and traffic patterns. The future development of the administrative site areas being proposed for sale is limited by Town of Camp Verde ordinances and their public development process. Current land use designations are considered in this analysis but not in detail since the future buyer(s) will determine the in coordination with government processes and regulations. These processes will ultimately approve sewer treatment, building development, parcel size, transportation needs and water adequacy.

Alternatives

This chapter describes and compares the alternatives considered for the Verde Ranger Station Administrative Site Sale project. It includes a description and map of each alternative considered. This section also presents the alternatives in comparative form, sharply defining the differences between each alternative and providing a clear basis for choice among options by the decision maker and the public. Some of the information used to compare the alternatives is based upon the design of the alternative (i.e., land use restrictions vs. exclusion of parcels) and some of the information is based upon the environmental, social and economic effects of implementing each alternative (i.e., effectiveness of restrictions for protection of habitat vs. maintaining federal ownership).

Alternatives

Alternative A No Action

Under the No Action alternatives, current management plans would continue to guide management of the project areas. No sale of the current administrative site at Camp Verde would be implemented to accomplish project goals. The existing Ranger Station would remain in federal ownership and management.

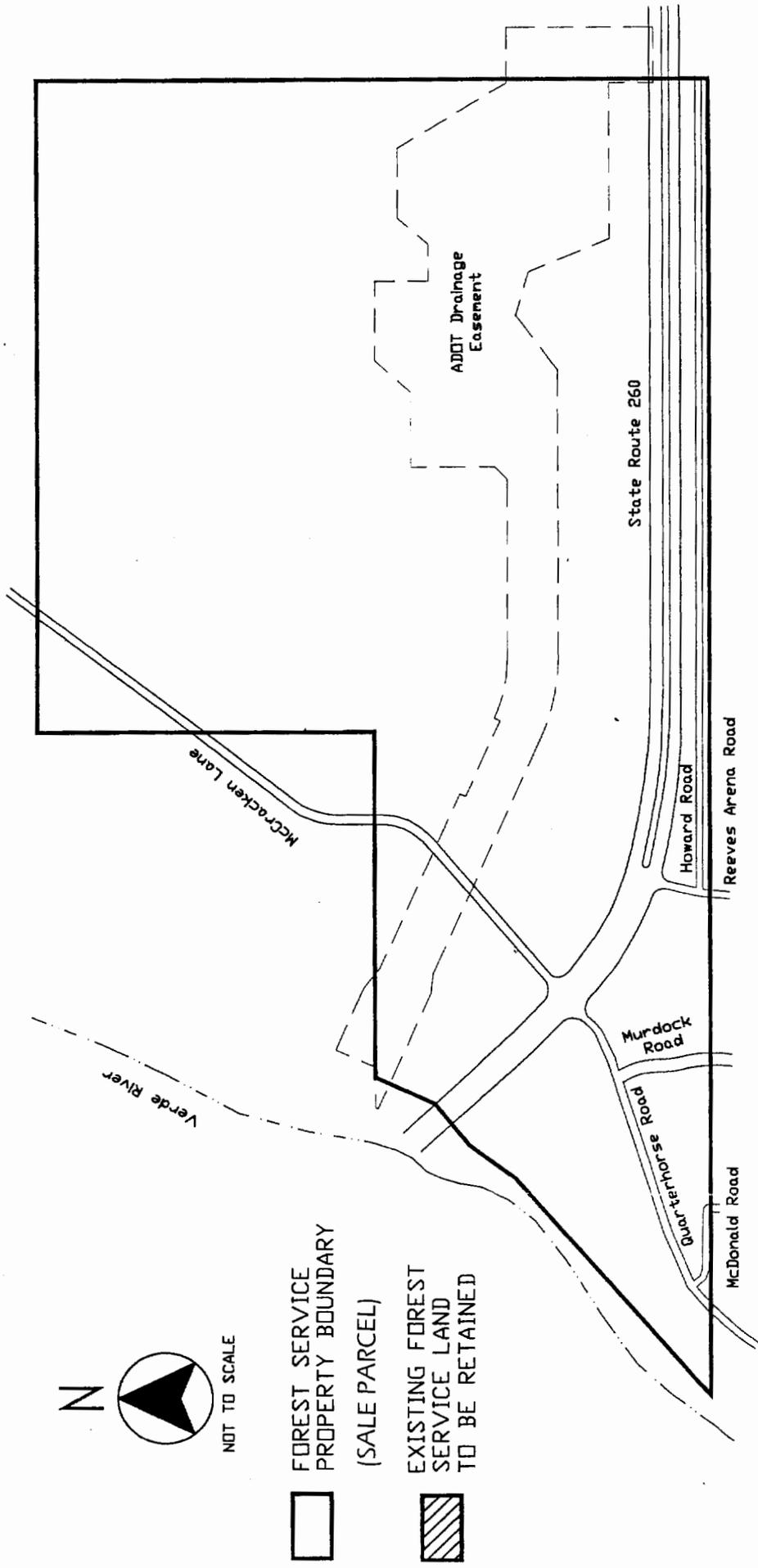
Alternative B

The Forest Service would sell the entire 213-acre Verde Ranger Station site in Camp Verde and use the proceeds to build new administrative facilities that better serve the public (see Figure 1). This alternative includes mitigation measures that would protect and preserve threatened, endangered and sensitive species habitat along the Verde River as well as wetland and floodplain and the existing park site. Sale would include mitigation measures to preserve public access to the park site at White Bridge for a term required by the SLIF (State Lake Improvement Fund) grant. The site would likely be developed as approved through the Town of Camp Verde's development process, which could include uses under the existing approved land use as documented in the Town of Camp Verde's Community Plan. A revision to the Town of Camp Verde's Community Plan was approved by the voters in 2005. Designated and uses on this parcel include open space along the river at White Bridge and ADOT drainage easement, low density residential (1 unit per acre) north of the ADOT drainage and commercial along the SR260 highway corridor (retail/service uses). This property was also identified as a growth area in the community plan and would fall under the goals and objectives stated for growth areas. Development on the property to be sold likely includes road and utility improvements as well as the land uses approved by the town of Camp Verde.

Alternative C

This alternative would convey the larger portion of the Verde Ranger Station site but retain a small, approximately 24-acre portion on the west side of the property adjacent to the Verde River, west of McCracken/Quarterhorse Lane and south of the ADOT drainage easement (See Figure 2). This 25-acre portion would remain in federal ownership to preserve the wetland and protect threatened and endangered species habitat along the Verde River, would retain the park area in National Forest management and retain wetland associated with the Verde River. The remaining area (approximately 195 acres) of the site would be sold, leaving the isolated 25-acre inholding of federal land along the Verde River. The parcel remaining in federal ownership would maintain current management including the day use recreation site at White Bridge and management of wetland/floodplain and threatened and endangered species habitat. This alternative eliminates the need for any restrictions on

Figure 1 -- Alternative B

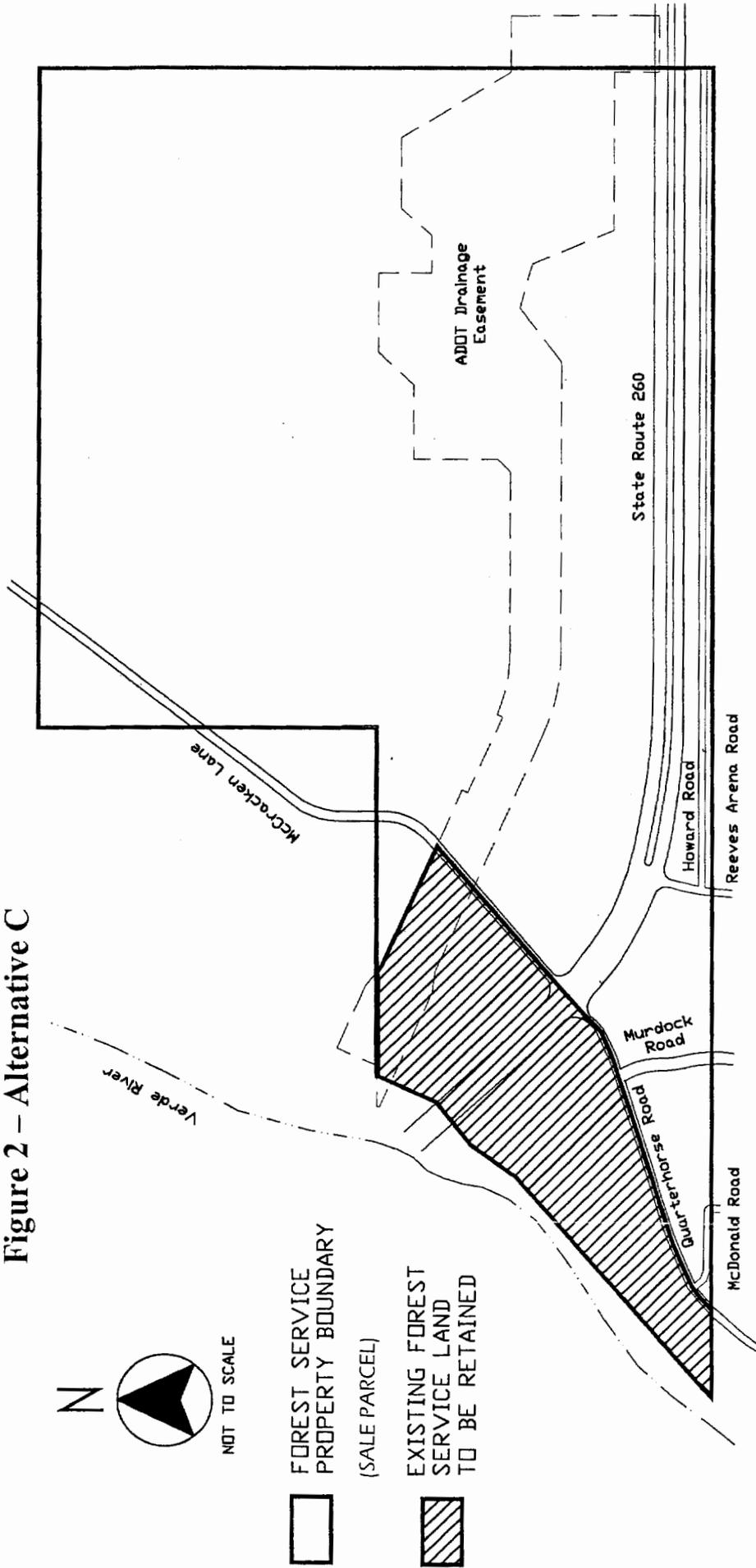


NOT TO SCALE

FOREST SERVICE
PROPERTY BOUNDARY
(SALE PARCEL)

EXISTING FOREST
SERVICE LAND
TO BE RETAINED

Figure 2 – Alternative C



the parcel that would be sold. Other future uses and development of the property to be sold would be as described in Alternative 2 under the rules and regulations of the Town of Camp Verde.

Alternative D

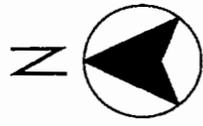
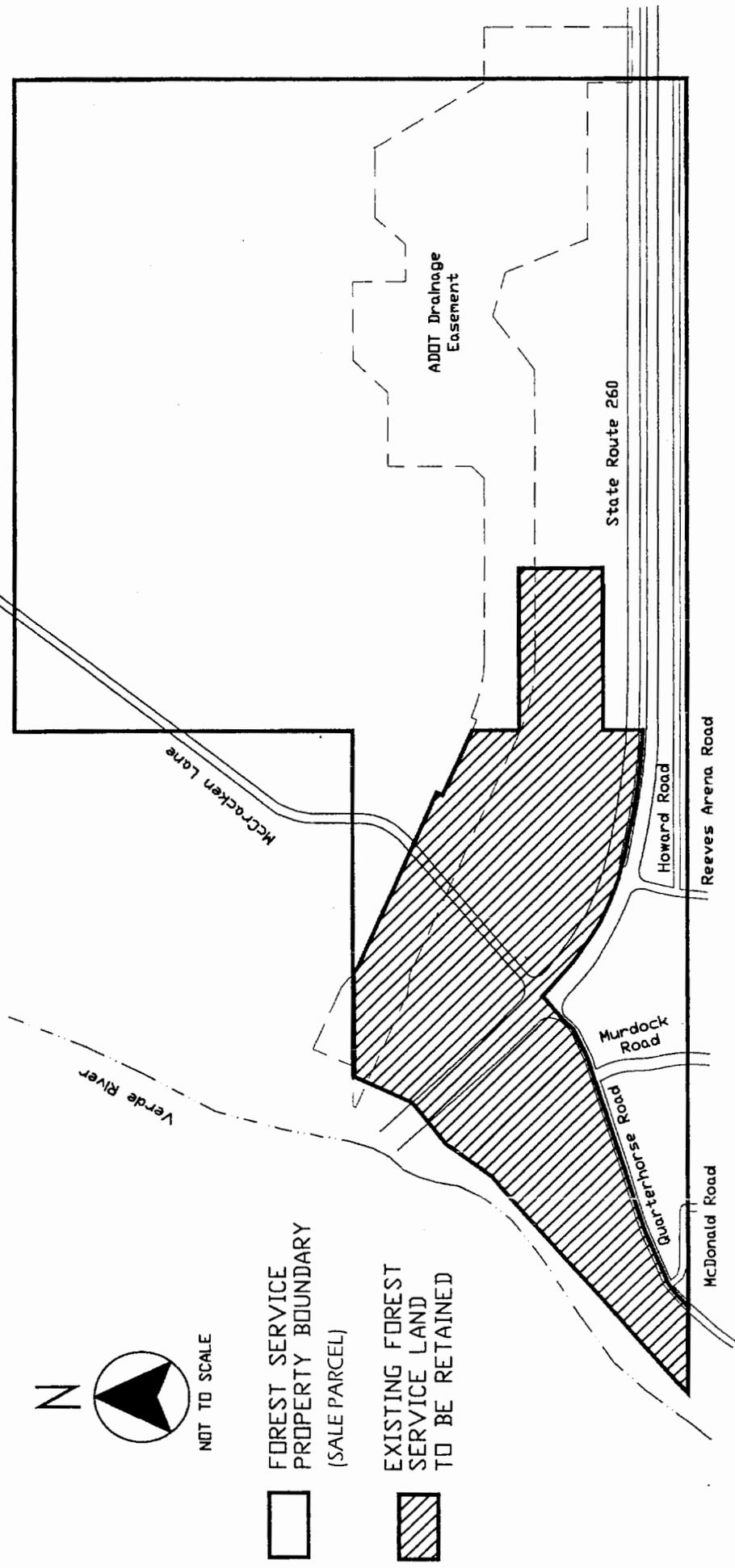
This alternative would retain a larger portion of the property and would allow for the construction of a new administrative site on this property. The river frontage area would be retained as in alternative 3 and the existing developed ranger station area south of the ADOT easement as well as an additional approximately 5 acres east of the existing site (See Figure 3). This alternative would construct a new ranger station facility at the existing site with parking areas, warehouse facilities, and administrative offices for the Forest Service, (Verde and Red Rock Ranger District staff). Preliminary conceptual drawings of potential site development are shown in Figure 4. The facilities to be constructed at this site at a minimum would include the administrative site for the Verde Ranger District. This includes approximately 12,000 square feet of office space and 16,000 square feet of warehouse/shop space. Improvements of infrastructure would likely also be needed at the existing site. The developed site (including the White Bridge Park area) would remain withdrawn from mineral entry and other natural resource management activities as an administrative site. The remainder of the property, approximately 175 acres, would be sold and the proceeds used to construct new facilities per the Arizona National Forest Improvement Act of 2000 legislation. Areas to be sold under this alternative include approximately 5 acres north of the ADOT drainage area/existing ranger station office and south of existing private property, approximately 15 acres east of Quarterhorse Lane and south of SR260 and the larger 155 acre parcel on both sides of SR260 including north of Howard Road and north of SR260. Uses and development of the sale parcel would be as described in Alternative 2. In addition, for construction of the ranger station facilities as well as for other development, road access and utility improvements would occur accessing into the property.

Mitigation Measures Common to All Action Alternatives

In response to public comments on the proposal, mitigation measures were developed to ease some of the potential impacts the various alternatives may cause. The mitigation measures may be applied to any of the action alternatives.

- The actual sale process will not be determined in this decision. The sale process may require changes to obtain the best value and return to the government. Options for the sale process would likely include a competitive bidding process, negotiated sale, sale of only a portion of the properties, property sold in different parcels or a whole piece, sales at different timeframes or multiple methods of sale.
- Existing permitted uses other than grazing activities will be protected during the sale process. This would include utility and road corridors that have existing permits or easements authorizing the use of the federal lands.
- Existing land ordinances and regulations would be applied by the local government jurisdiction after sale of the property. Future uses and development will be managed under those regulations and ordinances, including floodplain ordinances that protect 100 year floodplain.
- Issuance of an easement to the Town of Camp Verde for Howard Road along the private property.

Figure 3 – Alternative D



NOT TO SCALE

FOREST SERVICE
PROPERTY BOUNDARY
(SALE PARCEL)

EXISTING FOREST
SERVICE LAND
TO BE RETAINED

- Access will be designated just beyond the east side of the property on remaining National Forest land in the vicinity of the Camp Verde Sanitary District road. An easement will be provided by the Forest Service for public access from State Route 260 consistent with ADOT's access management plan and provide access to the sale parcel north of the ADOT drainage easement and east of McCracken Road.

Mitigation Measures Specific to Alternative B

- A restriction that would protect the habitat of threatened and endangered species and the wetlands along the Verde River portion of the Verde Ranger Station site would be placed on the property.
- A restriction that would preserve the recreation facility at White Bridge for the 30-year timeframe associated with the SLIF grant would be placed on the property.

Comparison of Alternatives

This section provides a summary of the effects of implementing each alternative. Information in the table is focused on activities and effects where different levels of effects or outputs can be distinguished quantitatively or qualitatively among alternatives.

Table 1. Comparison of effects of alternatives

	Altern. A	Altern. B	Altern. C	Altern. D
Public access to recreation site/river	Retains the entire parcel in public ownership so access opportunities do not change	Preserves access through restriction for the required term and then subject to successful buyer	Preserves public ownership of the area and therefore access will not change however area nearby would likely change	Preserves public ownership of the area and includes the administrative presence of the ranger station nearby.
Cultural and historical preservation	Cultural resources remain under current management.	Cultural resource would be mitigated and any information would be collected and documented per regulations and consultation.	Same as alternative B.	Same as Alternative B.
Impacts to threaten/endangered species	Species would remain as under current management.	Species would be protected by restrictions tied to the property and administered by another party or the Forest Service to ensure protection of aquatic and riparian resources.	Habitat for special status fish and wildlife species would be retained in public ownership using McCracken Road as the boundary. Administrative presence of the Forest Service Verde District office would no longer be at this site.	Habitat for special status fish and wildlife species would be retained in public ownership and not developed and the Verde Administrative site and presence would remain at this site.
Preservation of wetland	Wetlands would be retained in public ownership.	Wetlands would be conveyed out of federal ownership but restrictions would be in place to protect wetland resource.	Wetlands would be retained in public ownership.	Same as Alternative C.
Ability to provide public service at the existing site.	Public service would remain as currently provided at existing site or at an alternative new location.	Public service would occur at an alternative location and not at this site.	Same as Alternative B.	Public service would be provided at this site at an upgraded facility.

STAFF REPORT

Council meeting of: **October 5, 2005**

Title: Update on SLIF Grant and discussion, consideration, and possible authorization and direction to staff to enter into contract to hire an archaeological consulting firm to do research for the Black Bridge River Front Park. The contract amount should not exceed \$3,000.

Budgeted item: Yes

Description of Item: SHPO is requiring the Town to do archeological findings at the river front park site. The site is located below the Black Bridge on the south side of the river. Please see the 2005 archaeological consultant's list at the back of this agenda item's information.

Staff Recommendation: Recommend approval.

Comments: None

Attachments: Yes

Prepared by: Carol Brown for Bill Lee



September 19, 2005

Bill Lee
Town Manager
Town of Camp Verde
473 S. Main Street
PO Box 710
Camp Verde, AZ 88322

RE: Black Bridge River Park Acq/Dev SLIF Grant #780506

Dear Mr. Lee,

Congratulations on your 2005 State Lake Improvement Fund grant. Enclosed are two original Participant Agreements with Attachment A and the General Provisions. The individual authorized in the application resolution submitted with your 2005 State Lake Improvement Fund grant application must sign both agreements. In addition, your legal counsel must sign both agreements indicating they have been reviewed as to form and as being within the authority of your agency to execute. The signed agreements along with all attachments must be returned to State Parks **by January 2, 2006**. A fully-executed agreement will be sent to you as soon as it is signed by the Executive Director.

It is important to return the signed documents within the allotted time. Failure to do so may result in the project being considered for withdrawal. With the exception of approved pre-agreement costs, *costs incurred prior to an executed agreement will not be eligible for reimbursement unless prior written authorization has been received.*

Also enclosed is the most recent version of the *Administrative Guidelines for Awarded Grants*. This edition supersedes any previous editions. Please familiarize yourself with the requirements for administering this grant.

If you would like to celebrate your award by having State Parks present you with a "big check" or have State Parks be a participant in another type of event acknowledging the State Lake Improvement Fund, please let me know.

If you have questions or concerns, please do not hesitate to contact me at (602) 542-7160 or robenshain@pr.state.az.us. I look forward to working with you toward the successful completion of your project.

Sincerely,

A handwritten signature in black ink that reads "Rick Obenshain".

Rick Obenshain
State Lake Improvement Fund Grant Coordinator

Enclosures

Janet Napolitano
Governor

State Parks
Board Members

Chair
Elizabeth Stewart
Tempe

William C. Porter
Kingman

William Cordasco
Flagstaff

Janice Chilton
Payson

William C. Scalzo
Phoenix

John U. Hays
Yarnell

Mark Winkleman
State Land
Commissioner

Kenneth E. Travous
Executive Director

Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007

Tel & TTY: 602.542.4174
www.azstateparks.com

800.285.3703 from
(520 & 928) area codes

General Fax:
602.542.4180

Director's Office Fax:
602.542.4188

Arizona State Parks
1300 W. Washington, Phoenix Arizona 85007

GRANT PARTICIPANT AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and Camp Verde (PARTICIPANT) and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE: Black Bridge River Park			PROJECT NUMBER: 780506		
THIRD PARTY PARTICIPANT'S NAME:			FY OF REVENUE: 2005		
PROJECT PERIOD: From date of last authorized signature: development = 3 years, equip/acquisition = 2 years					
GRANT PROGRAM: State Lake Improvement Fund	GRANT AMOUNT: \$250,000.00	% 41	PARTICIPANT MATCH: \$360,651.00	% 59	TOTAL PROJECT COST: \$610,651.00
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A					
PRESERVATION SPECIAL CONDITIONS: Attachment B Preservation Conservation Easement <input type="checkbox"/> (does not apply to RTP, LWCF, Special Conditions/3 rd Party <input type="checkbox"/> LRSP, TRAILS, OHV, LEBSF <input type="checkbox"/> and GSLA.)					
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: A.R.S. §41-503A(1) RESOLUTION: 2004-620					
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD: Signature: <u>Kenneth E. Travous</u> Date: _____ Executive Director					
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW.			PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.		
Participant's Signature _____			Attorney's Signature _____		
Name (Typed) _____			Name (Typed) _____		
Title _____	Date _____		Title _____	Date _____	

General Provisions dated 9/25/03 are attached and are part of this Participant Agreement.

**Arizona State Parks
GRANT PARTICIPANT AGREEMENT**

**Attachment A
Approved Project Scope and Special Conditions**

PARTICIPANT: Town of Camp Verde

PROJECT TITLE: Black Bridge River Park

PROJECT NUMBER: 780506

APPROVED PROJECT SCOPE:

**Acquisition
Access Road
Parking Area
Boat Ramp
Restroom**

SPECIAL CONDITIONS:

The administration of this grant participant agreement is additionally subject to the contents of the "Administrative guidelines for Awarded Grants" published by Arizona State Parks.

Approved Project work shall start no later than the specified project start-up date. Land acquisition, equipment purchase, and studies/reports/assessments must begin within 6 months of the fully executed participant agreement. See sections 2.5 and 5.2 of the "Administrative guidelines for Awarded Grants" for more details.

See attached General Provisions regarding term of public recreational use.

OTHER CONDITIONS:

The State Historic Preservation Office (SHPO) has required that a cultural resources survey be conducted of the project site before any ground disturbance takes place. The survey report should be submitted to the Grant Program Coordinator who will forward it to SHPO for review.

If any archaeological remains are encountered during project-related ground disturbance, work will cease in the area of the discovery and the participant will inform the Director of the Arizona State Museum, pursuant to ARS § 41-844. The participant will then inform the Grants Program Coordinator of the discovery to determine any further action that may be necessary.

**PARTICIPANT AGREEMENT GENERAL PROVISIONS
FOR STATE LAKE IMPROVEMENT FUND PROJECTS**

PART I - DEFINITIONS

For purposes of this agreement,

- A. **AORCC** means the Arizona Outdoor Recreation Coordinating Commission.
- B. **BOARD** means the Arizona State Parks BOARD, which is the governing body of Arizona State Parks.
- C. **Conversion** means the replacement of grant-funded facilities with new facilities that are of reasonable equivalent usefulness and location as the original.
- D. **Eligible Costs** mean direct costs chargeable to the project grant program such as 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the grant; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the grant; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; 5) direct services furnished specifically for the grant program by other agencies.
- E. **Facilities** mean capital improvements.
- F. **Fund** means the State Lake Improvement Fund.
- G. **Guidelines** mean program directives adopted by the BOARD.
- H. **Ineligible Costs** are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the grant.
- I. **Match** means a specified percentage of the total eligible and direct project cost which may consist of either cash, in-kind contributions, or donations including volunteer time.
- J. **Obsolescence** means that an area or facility may be determined obsolete during the Term of Public Use if (1) reasonable maintenance and repairs are not sufficient to keep the facility or equipment operating; (2) changing needs dictate a change in the type of facilities or equipment provided; (3) operating practices dictate a change in the type of facilities or equipment required; or, (4) the facility or equipment is destroyed by fire, natural disaster, or vandalism. Declaring the facility obsolete means that the PARTICIPANT receives a waiver of the repayment or replacement requirements. No later than 90 days after a facility or equipment is taken out of public use, the PARTICIPANT may request a waiver of repayment or replacement requirements in writing.
- K. **PARTICIPANT** means an eligible applicant that has been awarded a grant.
- L. **Project** means an activity, or a series of related activities, which are described in the specific project scope of work and which result in a specific product(s).
- M. **Project Period** means the period of time during which all approved work and related expenditures associated with an approved project are to be completed by the PARTICIPANT.
- N. **Repayment** means returning grant money to the Fund in the event the PARTICIPANT fails to provide for operation and maintenance of the facilities or equipment during the Term of Public Use. The PARTICIPANT shall reimburse the Fund as follows: 100% of grant funds, 0-5th year; 80%, 6th-10th year; 60%, 11th-15th year; 40%, 16th-20th year; 20%, 21st-25th year. (Note: As an example, the 6th-10th year shall mean from the first day of the sixth year through the last day of the tenth year, beginning with the certified date of completion.)

In lieu of repayment for a facility which is removed from public use prior to the end of the required Term of Public Use, the PARTICIPANT may apply for conversion or obsolescence.

- O. **Staff** means employees of Arizona State Parks.
- P. **Sub-contract** means a direct contract between the PARTICIPANT and another contractor party whereby labor is supplied or work is performed in furtherance of the PARTICIPANT'S responsibilities under this agreement.
- Q. **Term of Public Use** means the time required for public use. The term of public recreational use of the grant-assisted facilities shall be at least:
 - 1. Equipment (personal property) grant investment of more than \$50,000 per item: 25 years
 - 2. Facilities (real property): 25 years
 - 3. Land: 99 yearsunless obsolescence applies. The Term of Public Use shall begin on the date of completion identified in the Completion Certification Letter.
- R. **Third Party PARTICIPANT** means an entity sponsored by an eligible project participant. More specifically, it includes governmental, private, and non-profit units through the terms of a lease, permit, cooperative agreement, or an intergovernmental agreement (A.R.S. § 11-952).

PART II - PERFORMANCE

A. ADMINISTRATION

- 1. **Conditions** - This agreement is subject to the availability of grant funds and appropriate approvals, and shall be subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, other acts of the Arizona Legislature, executive orders of the Governor, and policies of the BOARD.
- 2. **Incorporation of Application** - The PARTICIPANT'S approved application for grant funds is incorporated by reference as part of this agreement; however, the terms of this agreement shall take precedence in the event of conflict or ambiguity.
- 3. **Use of Grant Funds** - Awarded grant funds shall be used solely for eligible purposes of the funding program as defined by statute and as approved by the BOARD.
- 4. **Transfer of Grant Funds** - Awarded grant funds shall be transferred to the PARTICIPANT through reimbursement of approved expenditures and through advances, on a case by case basis.
- 5. **Grant Retention** - Ten percent (10%) of the grant amount will be retained from reimbursement until Staff notifies the PARTICIPANT in writing that the project is officially closed and completed.
- 6. **Grant Accountability** - Grant funds shall be managed separately within the PARTICIPANT'S accounting system which identifies the name and number of the project. The funds shall be expended only as authorized under the terms of this agreement.
- 7. **Accomplishment of Project** - The project shall be accomplished according to the terms of this agreement and applicable State laws.
- 8. **Amendments** - This agreement may be amended in writing by the parties of the agreement upon written request of the PARTICIPANT and good cause shown, to adjust the project period, project costs, specific project scope items, or other specified adjustments to the agreement.

9. **Use of Project** - Project accomplishments shall be open or available to the public as specified in this agreement.
10. **Special Conditions** - Special conditions to this agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties to this agreement. Breach of any condition shall be enforceable by specific performance or shall justify the BOARD to seek recovery of all funds granted.
11. **Operation and Maintenance** - The PARTICIPANT shall operate and maintain, or cause to be maintained for public use or enjoyment, grant funded capital improvements for at least the period of time specified in this agreement. Should the grant funded capital improvements be unavailable for public use or enjoyment during the Term of Public Use, Staff shall pursue appropriate remedies. Remedies may include a declaration of obsolete facilities, a conversion, or repayment of the fund.
12. **Conversion** - No land or facilities acquired or developed with State Lake Improvement Fund assistance shall, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The BOARD shall approve such conversion only if it finds the replacement property to be in accord with the current State Lake Improvement Fund statute. Conversions shall require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location. The replacement property shall then become subject to this agreement. In lieu of conversion, the PARTICIPANT may repay the State Lake Improvement Fund or apply for a declaration of obsolescence.

In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised is approved. The PARTICIPANT shall notify the BOARD of the conversion as soon as possible and shall seek approval of replacement property in accord with the conditions set forth in this agreement. The PARTICIPANT further agrees to accomplish such replacement within a reasonable time, acceptable to the BOARD, after the conversion of the property occurs. This paragraph also applies to (1) leased properties acquired and/or developed with State Lake Improvement Fund assistance, where such lease is terminated prior to its full term pursuant to lease provisions known and agreed to by the BOARD, and (2) properties subject to other outstanding rights and interests known to and agreed to by the BOARD.

B. RESPONSIBILITY FOR THIRD PARTY AGREEMENTS

The PARTICIPANT sponsoring a third party to this agreement shall be responsible for compliance with provisions of this agreement in the event of third party default for the remainder of the term, or shall reimburse the Fund, apply for obsolescence, or apply for a conversion.

C. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period shall be eligible for reimbursement according to the terms of this agreement. Combined pre-agreement and design & engineering costs shall not exceed 10% of the approved grant award.

D. ACQUISITION

Values of property purchased with grant assistance shall be appraised by a State Certified Appraiser according to the Uniform Standards of Professional Appraisal Practice. This appraisal shall be prepared within one year prior to the acquisition. Grant participation shall be according to the grant award amount, the approved market value, or the purchase price, whichever is less.

E. PROCUREMENT AND DEVELOPMENT

Procurement transactions, including those involving professional services, materials, and construction, shall be accomplished according to the PARTICIPANT'S procurement standards.

F. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish approved project work shall incorporate, by reference, in each sub-contract the provisions of this agreement. The PARTICIPANT shall bear full responsibility for acceptable performance under each sub-contract.
2. The PARTICIPANT shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this agreement when due. If the PARTICIPANT is subject to A.R.S §34-221, payment is due when required pursuant to A.R.S. §34-221.
3. Unless the PARTICIPANT is a State agency, the PARTICIPANT shall indemnify and hold the State of Arizona and the BOARD harmless from any claim for services pursuant to this agreement, or damages relating thereto, of a sub-contractor or other employed individual performing work on this project.
4. Any sub-contract for employment by the PARTICIPANT shall be in writing and shall contain a provision whereby a person so employed or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the BOARD shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

G. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PARTICIPANT agrees to submit a project status report not less than quarterly. The status report will include at a minimum the following: (a) progress in completing the approved scope of work; and (b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PARTICIPANT further agrees to consult with Staff, as needed, to review progress. The Staff reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use to assure compliance with the terms of this agreement.
2. The PARTICIPANT shall certify compliance with the Participant Agreement every five years, until the end of the Term of Public Use, on a form to be provided by the BOARD. In addition, on-site inspections shall be conducted periodically at the discretion of the BOARD. The following points shall be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use, appearance, maintenance, management, availability, environment, signing, and interim use.

H. PROJECT INCOME AND EARNED INTEREST

Income and/or interest generated from funds transferred to the PARTICIPANT during the project period shall be used to further the purposes of the approved project. Funds advanced, but not spent to complete the project, shall be returned to the BOARD at the completion of the project. Pursuant to Part II, Paragraph I of this agreement, the PARTICIPANT shall own all rights in the materials produced with project funds.

I. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

The PARTICIPANT shall have ownership of products or publishable matter produced with grant assistance with the understanding that the BOARD reserves nonexclusive license to use and

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To the extent required pursuant to A.R.S. § 12-1518 and any successor statute, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve disputes arising out of this Agreement.

C. INDEMNIFICATIONS AND CLAIMS AGAINST THE STATE

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

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1. Complete financial records and all other documents pertinent to this Agreement shall be retained by the PARTICIPANT and made available to the Staff, if requested, for review and/or audit purposes for a period of five (5) years after project closure.
2. The PARTICIPANT may substitute microfilm copies in place of original records, but only after project costs have been verified.

G. STATE CONTRACT CANCELLATION

1. The State or its political subdivisions or any department or agency of either may cancel this contract, without penalty or further obligation pursuant to A.R.S. §38-511.
2. Every payment obligation of the BOARD under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated or appropriated for the continuance of this Agreement, this Agreement may be terminated by the BOARD at the end of the period for which the funds are available. No liability shall accrue to the BOARD or the State of Arizona in the event this provision is exercised, and the BOARD shall not be obligated or liable for any future payments or for any damages resulting as a result of termination under this paragraph.

H. REMEDIES

1. The BOARD may temporarily suspend this Agreement by providing notice to the PARTICIPANT in writing. The BOARD may terminate or reinstate a suspended Agreement, and PARTICIPANT may not recover any losses, costs, or damages of any sort from the BOARD related to the suspension, reinstatement, or termination.
2. The PARTICIPANT may unilaterally terminate the Participant Agreement at any time before the first payment on the Project. After the initial payment, the Participant Agreement may be terminated, modified, or amended by the PARTICIPANT only by written mutual agreement of the parties.
3. The BOARD may terminate the Participant Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the PARTICIPANT has failed to comply with the terms or conditions of the grant. The BOARD will promptly notify the PARTICIPANT in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PARTICIPANT shall be recoverable by the BOARD under a Participant Agreement terminated for cause.
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5. Termination either for cause or for convenience requires that the Project in question be brought to a state of public usefulness to the terms set forth by the BOARD; otherwise, all funds provided by the BOARD shall be returned to the BOARD.
6. The BOARD may require specific performance of the terms of this agreement or take legal steps necessary to recover the funds granted if the PARTICIPANT fails to comply with the terms of the grant or breaches any condition or special condition of the Participant Agreement.
7. The remedies expressed in this Agreement are not intended to limit the rights of the BOARD. This Agreement shall not in any way abridge, defer, or limit the BOARD'S right to any right or remedy under law or equity that might otherwise be available to the BOARD.

I. CULTURAL RESOURCES

The PARTICIPANT agrees to meet the requirements of the State Historic Preservation Act (ARS §41-861 to 41-864) before project initiation.

Acceptance of all terms and conditions of this agreement and its attachments is acknowledged by the PARTICIPANT'S signature on the cover sheet of this agreement.

Arizona State Parks
1300 W. Washington, Phoenix Arizona 85007

GRANT PARTICIPANT AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and Camp Verde (PARTICIPANT) and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE: Black Bridge River Park			PROJECT NUMBER: 780506		
THIRD PARTY PARTICIPANT'S NAME:			FY OF REVENUE: 2005		
PROJECT PERIOD: From date of last authorized signature: development = 3 years, equip/acquisition = 2 years					
GRANT PROGRAM: State Lake Improvement Fund	GRANT AMOUNT: \$250,000.00	% 41	PARTICIPANT MATCH: \$360,651.00	% 59	TOTAL PROJECT COST: \$610,651.00
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A					
PRESERVATION SPECIAL CONDITIONS: Attachment B Preservation Conservation Easement <input type="checkbox"/> (does not apply to RTP, LWCF, Special Conditions/3 rd Party <input type="checkbox"/> LRSP, TRAILS, OHV, LEBSF <input type="checkbox"/> and GSLA.)					
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: A.R.S. §41-503A(1) RESOLUTION: 2004-620					
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD: _____ Signature: Kenneth E. Travous Date: _____ Executive Director					
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW.			PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.		
Participant's Signature _____			Attorney's Signature _____		
Name (Typed) _____			Name (Typed) _____		
Title _____		Date _____	Title _____		Date _____

General Provisions dated 9/25/03 are attached and are part of this Participant Agreement.

**Arizona State Parks
GRANT PARTICIPANT AGREEMENT**

**Attachment A
Approved Project Scope and Special Conditions**

PARTICIPANT: Town of Camp Verde

PROJECT TITLE: Black Bridge River Park

PROJECT NUMBER: 780506

APPROVED PROJECT SCOPE:

**Acquisition
Access Road
Parking Area
Boat Ramp
Restroom**

SPECIAL CONDITIONS:

The administration of this grant participant agreement is additionally subject to the contents of the "Administrative guidelines for Awarded Grants" published by Arizona State Parks.

Approved Project work shall start no later than the specified project start-up date. Land acquisition, equipment purchase, and studies/reports/assessments must begin within 6 months of the fully executed participant agreement. See sections 2.5 and 5.2 of the "Administrative guidelines for Awarded Grants" for more details.

See attached General Provisions regarding term of public recreational use.

OTHER CONDITIONS:

The State Historic Preservation Office (SHPO) has required that a cultural resources survey be conducted of the project site before any ground disturbance takes place. The survey report should be submitted to the Grant Program Coordinator who will forward it to SHPO for review.

If any archaeological remains are encountered during project-related ground disturbance, work will cease in the area of the discovery and the participant will inform the Director of the Arizona State Museum, pursuant to ARS § 41-844. The participant will then inform the Grants Program Coordinator of the discovery to determine any further action that may be necessary.

**PARTICIPANT AGREEMENT GENERAL PROVISIONS
FOR STATE LAKE IMPROVEMENT FUND PROJECTS**

PART I - DEFINITIONS

For purposes of this agreement,

- A. **AORCC** means the Arizona Outdoor Recreation Coordinating Commission.
- B. **BOARD** means the Arizona State Parks BOARD, which is the governing body of Arizona State Parks.
- C. **Conversion** means the replacement of grant-funded facilities with new facilities that are of reasonable equivalent usefulness and location as the original.
- D. **Eligible Costs** mean direct costs chargeable to the project grant program such as 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the grant; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the grant; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; 5) direct services furnished specifically for the grant program by other agencies.
- E. **Facilities** mean capital improvements.
- F. **Fund** means the State Lake Improvement Fund.
- G. **Guidelines** mean program directives adopted by the BOARD.
- H. **Ineligible Costs** are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the grant.
- I. **Match** means a specified percentage of the total eligible and direct project cost which may consist of either cash, in-kind contributions, or donations including volunteer time.
- J. **Obsolescence** means that an area or facility may be determined obsolete during the Term of Public Use if (1) reasonable maintenance and repairs are not sufficient to keep the facility or equipment operating; (2) changing needs dictate a change in the type of facilities or equipment provided; (3) operating practices dictate a change in the type of facilities or equipment required; or, (4) the facility or equipment is destroyed by fire, natural disaster, or vandalism. Declaring the facility obsolete means that the PARTICIPANT receives a waiver of the repayment or replacement requirements. No later than 90 days after a facility or equipment is taken out of public use, the PARTICIPANT may request a waiver of repayment or replacement requirements in writing.
- K. **PARTICIPANT** means an eligible applicant that has been awarded a grant.
- L. **Project** means an activity, or a series of related activities, which are described in the specific project scope of work and which result in a specific product(s).
- M. **Project Period** means the period of time during which all approved work and related expenditures associated with an approved project are to be completed by the PARTICIPANT.
- N. **Repayment** means returning grant money to the Fund in the event the PARTICIPANT fails to provide for operation and maintenance of the facilities or equipment during the Term of Public Use. The PARTICIPANT shall reimburse the Fund as follows: 100% of grant funds, 0-5th year; 80%, 6th-10th year; 60%, 11th-15th year; 40%, 16th-20th year; 20%, 21st-25th year. (Note: As an example, the 6th-10th year shall mean from the first day of the sixth year through the last day of the tenth year, beginning with the certified date of completion.)

In lieu of repayment for a facility which is removed from public use prior to the end of the required Term of Public Use, the PARTICIPANT may apply for conversion or obsolescence.

- O. **Staff** means employees of Arizona State Parks.
- P. **Sub-contract** means a direct contract between the PARTICIPANT and another contractor party whereby labor is supplied or work is performed in furtherance of the PARTICIPANT'S responsibilities under this agreement.
- Q. **Term of Public Use** means the time required for public use. The term of public recreational use of the grant-assisted facilities shall be at least:
 - 1. Equipment (personal property) grant investment of more than \$50,000 per item: 25 years
 - 2. Facilities (real property): 25 years
 - 3. Land: 99 yearsunless obsolescence applies. The Term of Public Use shall begin on the date of completion identified in the Completion Certification Letter.
- R. **Third Party PARTICIPANT** means an entity sponsored by an eligible project participant. More specifically, it includes governmental, private, and non-profit units through the terms of a lease, permit, cooperative agreement, or an intergovernmental agreement (A.R.S. § 11-952).

PART II - PERFORMANCE

A. ADMINISTRATION

- 1. **Conditions** - This agreement is subject to the availability of grant funds and appropriate approvals, and shall be subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, other acts of the Arizona Legislature, executive orders of the Governor, and policies of the BOARD.
- 2. **Incorporation of Application** - The PARTICIPANT'S approved application for grant funds is incorporated by reference as part of this agreement; however, the terms of this agreement shall take precedence in the event of conflict or ambiguity.
- 3. **Use of Grant Funds** - Awarded grant funds shall be used solely for eligible purposes of the funding program as defined by statute and as approved by the BOARD.
- 4. **Transfer of Grant Funds** - Awarded grant funds shall be transferred to the PARTICIPANT through reimbursement of approved expenditures and through advances, on a case by case basis.
- 5. **Grant Retention** - Ten percent (10%) of the grant amount will be retained from reimbursement until Staff notifies the PARTICIPANT in writing that the project is officially closed and completed.
- 6. **Grant Accountability** - Grant funds shall be managed separately within the PARTICIPANT'S accounting system which identifies the name and number of the project. The funds shall be expended only as authorized under the terms of this agreement.
- 7. **Accomplishment of Project** - The project shall be accomplished according to the terms of this agreement and applicable State laws.
- 8. **Amendments** - This agreement may be amended in writing by the parties of the agreement upon written request of the PARTICIPANT and good cause shown, to adjust the project period, project costs, specific project scope items, or other specified adjustments to the agreement.

9. **Use of Project** - Project accomplishments shall be open or available to the public as specified in this agreement.
10. **Special Conditions** - Special conditions to this agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties to this agreement. Breach of any condition shall be enforceable by specific performance or shall justify the BOARD to seek recovery of all funds granted.
11. **Operation and Maintenance** - The PARTICIPANT shall operate and maintain, or cause to be maintained for public use or enjoyment, grant funded capital improvements for at least the period of time specified in this agreement. Should the grant funded capital improvements be unavailable for public use or enjoyment during the Term of Public Use, Staff shall pursue appropriate remedies. Remedies may include a declaration of obsolete facilities, a conversion, or repayment of the fund.
12. **Conversion** - No land or facilities acquired or developed with State Lake Improvement Fund assistance shall, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The BOARD shall approve such conversion only if it finds the replacement property to be in accord with the current State Lake Improvement Fund statute. Conversions shall require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location. The replacement property shall then become subject to this agreement. In lieu of conversion, the PARTICIPANT may repay the State Lake Improvement Fund or apply for a declaration of obsolescence.

In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised is approved. The PARTICIPANT shall notify the BOARD of the conversion as soon as possible and shall seek approval of replacement property in accord with the conditions set forth in this agreement. The PARTICIPANT further agrees to accomplish such replacement within a reasonable time, acceptable to the BOARD, after the conversion of the property occurs. This paragraph also applies to (1) leased properties acquired and/or developed with State Lake Improvement Fund assistance, where such lease is terminated prior to its full term pursuant to lease provisions known and agreed to by the BOARD, and (2) properties subject to other outstanding rights and interests known to and agreed to by the BOARD.

B. RESPONSIBILITY FOR THIRD PARTY AGREEMENTS

The PARTICIPANT sponsoring a third party to this agreement shall be responsible for compliance with provisions of this agreement in the event of third party default for the remainder of the term, or shall reimburse the Fund, apply for obsolescence, or apply for a conversion.

C. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period shall be eligible for reimbursement according to the terms of this agreement. Combined pre-agreement and design & engineering costs shall not exceed 10% of the approved grant award.

D. ACQUISITION

Values of property purchased with grant assistance shall be appraised by a State Certified Appraiser according to the Uniform Standards of Professional Appraisal Practice. This appraisal shall be prepared within one year prior to the acquisition. Grant participation shall be according to the grant award amount, the approved market value, or the purchase price, whichever is less.

E. PROCUREMENT AND DEVELOPMENT

Procurement transactions, including those involving professional services, materials, and construction, shall be accomplished according to the PARTICIPANT'S procurement standards.

F. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish approved project work shall incorporate, by reference, in each sub-contract the provisions of this agreement. The PARTICIPANT shall bear full responsibility for acceptable performance under each sub-contract.
2. The PARTICIPANT shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this agreement when due. If the PARTICIPANT is subject to A.R.S §34-221, payment is due when required pursuant to A.R.S. §34-221.
3. Unless the PARTICIPANT is a State agency, the PARTICIPANT shall indemnify and hold the State of Arizona and the BOARD harmless from any claim for services pursuant to this agreement, or damages relating thereto, of a sub-contractor or other employed individual performing work on this project.
4. Any sub-contract for employment by the PARTICIPANT shall be in writing and shall contain a provision whereby a person so employed or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the BOARD shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

G. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PARTICIPANT agrees to submit a project status report not less than quarterly. The status report will include at a minimum the following: (a) progress in completing the approved scope of work; and (b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PARTICIPANT further agrees to consult with Staff, as needed, to review progress. The Staff reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use to assure compliance with the terms of this agreement.
2. The PARTICIPANT shall certify compliance with the Participant Agreement every five years, until the end of the Term of Public Use, on a form to be provided by the BOARD. In addition, on-site inspections shall be conducted periodically at the discretion of the BOARD. The following points shall be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use, appearance, maintenance, management, availability, environment, signing, and interim use.

H. PROJECT INCOME AND EARNED INTEREST

Income and/or interest generated from funds transferred to the PARTICIPANT during the project period shall be used to further the purposes of the approved project. Funds advanced, but not spent to complete the project, shall be returned to the BOARD at the completion of the project. Pursuant to Part II, Paragraph I of this agreement, the PARTICIPANT shall own all rights in the materials produced with project funds.

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Arizona State Parks

Administrative Guidelines for Awarded Grants



October 2005

These Administrative Guidelines supersede all previous versions.



Arizona State Parks Board

Chair

Elizabeth Stewart
Tempe

Members

William C. Porter
Kingman

William Cordasco
Flagstaff

Janice Chilton
Payson

William C. Scalzo
Phoenix

John U. Hays
Yarnell

Michael E. Anable
State Land Commissioner

Executive Director
Kenneth E. Travous

Assistant Director
Jay Ream

Assistant Director
Mark Siegwarth

Assistant Director
Jay Ziemann

Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007
Tel. TTY: (602) 542-4174

Fax: (602) 542-4180
<http://www.pr.state.az.us>
grants@pr.state.az.us

This publication was prepared under the authority of the Arizona State Parks Board. It is available in alternative format by contacting the ADA Coordinator at (602) 542-7152.

October 2005

ARIZONA STATE PARKS

Advisory Committees

The Arizona State Parks Board has five volunteer advisory committees related to its grant programs. These committee members serve as experts in specific areas and advise the Parks Board on grant-related matters. They also help incorporate the public's priorities in the grant process.

The Arizona Outdoor Recreation Coordinating Commission (AORCC) recommends criteria and policies for the equitable distribution of funding for outdoor recreation grants. AORCC membership: Seven members; by statute one must be the Director of Arizona Game and Fish Department and one must be the Director of Arizona State Parks. The remaining five members are appointed by the Governor to three-year terms. Three must be professional full-time Parks and Recreation Department Directors of a county, city or town, and two must be members of the general public with the broad experience in outdoor recreation.

The Arizona State Committee on Trails (ASCOT) helps create and implement the Arizona Trails Plan and recommends expenditures from non-motorized grant funds. ASCOT is a twenty-five member advisory committee to the Arizona State Parks Board. ASCOT is an active group that has a long history in Arizona and benefits Arizona's trails through numerous achievements and activities.

The Conservation Acquisition Board (CAB) serves in an advisory capacity to the Parks Board and recommends appropriate grants from the Land Conservation Fund for open space conservation. CAB is a seven member advisory committee that is appointed by the Governor to five-year terms. One member must be: a state land lessee; qualified to manage private land for conservation purposes or income production; a member of the State Bar of Arizona and be experienced in private real estate law; a licensed real estate appraiser; experienced in marketing real estate; a representative of a conservation organization; and a representative of a public educational institution. At least one of the members should be experienced in soliciting money from private sources.

The Historic Preservation Advisory Committee (HPAC) recommends appropriate expenditures from the Historic Preservation component of the Heritage Fund. HPAC's membership is seven members are appointed to three-year terms by the Parks Board. One must be a member of a non-profit preservation organization, two must be preservation professionals, one must be a representative of a local government preservation program, and three must be citizens-at-large who are active in or familiar with historic preservation.

The Off-Highway Vehicle Advisory Group (OHVAG) helps create and implement the Arizona Trails Plan and recommends expenditures from motorized grant funds. OHVAG membership is seven members appointed by the Arizona State Parks Board to a maximum of two consecutive three-year terms. Five members must be members of organized OHV groups. Two members must represent the general public or casual OHV enthusiasts.



PREFACE

Congratulations on receiving a grant through the Arizona State Parks Board! These administrative guidelines are established to assist grant participants in the successful and expeditious completion of awarded projects. It is important to note that it is the participant's responsibility to comply with the provisions in this manual. This can be accomplished by maintaining a close working relationship with State Parks grant program coordinators. Program names and telephone numbers are listed on the inside back cover.

Address: 1300 West Washington, Phoenix, Arizona 85007

Telephone No: (602) 542-4174

FAX: (602) 542-4180

World Wide Web: <http://www.pr.state.az.us>

e-mail: grants@pr.state.az.us

These Administrative Guidelines supersede all previous versions.



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ADD GRANT CHART?????



Administrative Guidelines for Awarded Grants

I. Introduction

The guidelines set forth in this manual are authorized for participants to administer awarded projects for the following programs:

- Arizona State Parks Board Heritage Fund
 - Local, Regional and State Parks (LRSP)
 - Trails
 - Historic Preservation (HP)
- Growing Smarter State Trust Land Acquisition Grant Program (GSLA)
- Off-Highway Vehicle Recreation Fund (OHV)
- State Lake Improvement Fund (SLIF)
- Law Enforcement & Boating Safety Fund (LEBSF)
- Land and Water Conservation Fund (LWCF) (Federal)
- Federal Historic Preservation Fund (HPF)
- Recreational Trails Program (Motorized Portion) (RTP) (Federal)

These guidelines represent the policies and procedures that give participants direction to successfully administer grant projects. The grant application manuals are available for public review in the Phoenix office of Arizona State Parks at 1300 West Washington and on the State Parks website at: www.azstateparks.com.

A. Board Policy

These guidelines represent Parks Board policy for grant administration. Policy changes are based on the need for clarification and instruction to address project-specific issues in grant administration. Staff presents recommendations for administrative and policy changes to the appropriate Advisory Committee for discussion. Staff's recommendations and the Advisory Committee's recommendations are presented to the Arizona State Parks Board for final action.

B. Land and Water Conservation Fund (LWCF) Grants Manual

The LWCF Grants Manual sets forth the administrative policies, procedures and guidelines for LWCF grants. Due to the similarity between the LWCF manual and administrative issues associated with State Parks grant programs, the LWCF manual is used as a guide in administering the programs when appropriate or when Parks Board policy is silent.

C. Federal Historic Preservation Fund (HPF) Grants Manual

The HPF Grants Manual sets forth the administrative policies, procedures, and guidelines for federal Historic Preservation Fund grants. Due to the similarity of administrative issues associated with the State Parks Historic Preservation Heritage Fund program, the HPF manual is used as a guide in program administration when appropriate or when Parks Board policy is silent.

D. Recreational Trails Program (RTP) Interim Guidance

The RTP Interim Guidance sets forth the administrative policies, procedures and guidelines for RTP (Motorized Portion) grants. This manual is used as a guide in administering the motorized trails grant program when appropriate or when Parks Board policy is silent.

E. Periodic Updates

These administrative guidelines are updated as the Parks Board adopts new policies and when new procedures are implemented.

II. Participant Agreement

Upon Arizona State Parks Board approval of a project, State Parks staff generates a participant agreement. This document outlines the binding terms and conditions of a grant project between the participant and Arizona State Parks. It contains the project title, grant award amount, project number, project period, match percentage, general provisions, approved scope of work, and special conditions pertinent to the award. By signing this document, the participant acknowledges the source of awarded grant funds and affirms that the grant will be administered and managed according to the terms of the agreement, including these administrative guidelines. The General Provisions for each specific program are attached to the participant agreement.

Two original copies of the participant agreement are mailed to the participant for signature. The individual authorized in the application's resolution as well as the participant's attorney, must sign the agreement. If acceptable, the participant signs both originals and returns them to State Parks within 45 working days of receipt for signature by the Executive Director, or the designee, of State Parks. State Parks retains one original copy and the other is returned to the participant. The agreement is effective as of the date signed by State Parks.

If the participant cannot return the signed participant agreement within the 45 days from the date of receipt, a time extension may be requested. The extension request must be justified in writing and received by State Parks at least 10 working days prior to the end of the 45-day period. If agreements are not signed and returned to State Parks within the 45 working days of the approved extended time period, the project may be cancelled. State Parks will notify the participant in writing of cancellation and the grant funds will be deobligated from the project.

A. Preservation and Conservation Easement Deed

For Historic Preservation grants involving property development work, a Preservation and Conservation Easement Deed is a special condition of the participant agreement. This document binds the property owner and/or subsequent owners to assume responsibility for maintenance of the property for a specified number of years based on the grant award.

<u>Grant Award</u>	<u>Minimum Term</u>	<u>Recording Requirements</u>
\$10,000 or less	5 year Preservation Agreement	Not applicable
\$10,001 to \$25,000	10 year Preservation Deed	Recorded with property deed
\$25,001 to \$50,000	15 year Preservation Deed	Recorded with property deed
\$50,001 to \$100,000	20 year Preservation Deed	Recorded with property deed
\$100,001 or more	30 year Preservation Deed	Recorded with property deed

When an individual project receives more than \$10,000 in Arizona Historic Preservation Heritage Funds, a Preservation and Conservation Easement Deed must be completed by the property owner and recorded by the County Recorder with the current deed to the property. A copy of the recordation must be sent to Arizona State Parks prior to disbursement of grant funds.

B. Conservation Easement for Growing Smarter State Trust Land Acquisition

For Growing Smarter State Trust Land Acquisition Grants, participants shall convey a conservation easement to State Parks in exchange for Growing Smarter monies, unless the parcel is sold with a patent restriction that protects its conservation values. The Arizona State Land Department (ASLD) may place a patent restriction on the parcel requiring that it be maintained for conservation purposes. If ASLD does not do this, or if the patent restriction does not adequately protect the conservation values of the parcel, the organization shall be required to sign a contract with the Parks Board stating that it will either convey a conservation easement to State Parks in the case of a purchase or impose a restrictive covenant in the case of a lease. These contracts shall accompany the title to the land, granting such access and providing for reversion to the state of any interest in the property acquired with funds granted under this program if the participant or subsequent owners fail to comply with the terms of the easement or covenant.

III. Amendments to the Agreement

Each participant is expected to complete the project according to the original agreement within the approved time frame. State Parks recognizes; however, that the participant may encounter circumstances that warrant an amendment to the participant agreement.

A. Amendment Types

Permissible amendments include: 1) time extensions; 2) scope changes; 3) funding adjustments; and 4) changes in the project participant.

Amendment requests must be submitted in writing to Arizona State Parks staff. Justification and appropriate support information must be attached to the request. The amendment policy of the Parks Board (Appendix A) defines each amendment type and specifies the approval authority. **Amendment requests must be submitted to State Parks at least three months prior to the project ending date.**

B. Retroactive Amendments

Any requests for retroactive decisions will be presented to the appropriate advisory committee and must be approved by the Parks Board. Requests must be detailed and must provide a revised timeline of project completion for all approved scope items.

C. Process

If State Parks approves the amendment, the participant will receive two original copies of the amendments for signature. Within 20 working days of receipt, the participant must return the signed documents to State Parks for

signature by the Executive Director or designee. One original copy is retained by State Parks and the other is returned to the participant. The amendment is effective as of the date of signing by State Parks. If the request is denied, the participant will receive notification of the denial.

Some amendment requests require advisory group and Parks Board review and approval and may take up to 3 months before a decision is made.

IV. Project Management

Participants and State Parks staff will administer awarded projects according to the terms of the participant agreement and the guidelines in this manual. Following an award of grant funds, the participant shall make every effort to expedite project work towards successful completion. Federal Historic Preservation Fund, LWCF and Recreational Trails Program projects are administered according to the appropriate federal grant manual, the terms of the agreement with the National Park Service or authorization of the Federal Highway Administration, and the terms of the participant agreement with Arizona State Parks.

A. Procurement Standards

If the participant is a governmental entity, procurement transactions shall be accomplished according to the participant's procurement standards. State procurement standards shall apply to all non-governmental entities to the fullest extent possible. State procurement standards are available on the internet at www.azspo.az/PoliciesDocuments/policy/08.pdf.

B. Project Period

A development project should be completed within three (3) years of the date the Participant Agreement is signed by State Parks. An acquisition project should be completed within two (2) years of the date the Participant Agreement is signed by State Parks. A project including both development and acquisition should be completed within three (3) years of the date the Participant Agreement is signed by State Parks. If the project cannot be completed by the project end date, the participant must request a time extension. (See Section III. A.)

C. Project Start-up

The participant shall commence work on an approved project as specified in Section V. Work is defined as: an executed consultant agreement for studies, reports, or architectural/engineering projects; an executed construction contract or initiated on-site force account labor for development projects; release of Request For Quotes (RFQ) for equipment purchases; initiation of negotiations to purchase real property for acquisition projects; or other documented evidence of project initiation.

Should it not be possible to meet the required start-up date, the participant may, at least three months prior to the start-up date, submit a written request to State Parks to extend the date. Requests must provide a detailed explanation and revised timeline for project completion. Only one start-up extension, not to exceed six months, may be granted. If an extension request

is not submitted by the participant before the start-up date or if work is not initiated by the amended start-up date, State Parks may cancel the project according to the provisions of the participant agreement. Awarded funds will be deobligated from the project. The participant shall be notified in writing if the project is cancelled.

NOTE: An extended project start-up date does not extend the approved project ending date. Project ending date extensions are processed according to Section III amendments to the Agreement.

D. On-site inspections

State Parks staff may make periodic on-site inspections of project sites. Whenever possible, these inspections will take place during normal working hours with the participant. During inspections, staff will determine compliance with the participant agreement and provide problem-solving assistance.

E. Fund acknowledgement and signs

The participant must provide permanent acknowledgement of grant funding assistance according to the following guidelines:

1. Heritage Fund acknowledgement:

At a minimum, fund acknowledgement shall include the following language: "This project is (was) financed in part by a grant from (name of grant program: Local, Regional and State Parks Heritage Fund; Trails Heritage Fund; or Historic Preservation Heritage Fund) which is funded by the Arizona Lottery and administered by the Arizona State Parks Board." Recognition of the grant funding source must be included in final reports, pamphlets, brochures, videos, etc.

2. Other fund acknowledgement

At a minimum, fund acknowledgement shall include the following language: "This project is (was) financed in part (or in full) by a grant from (name of grant program) administered by the Arizona State Parks Board." Recognition of the grant funding source must be included in final reports, pamphlets, brochures, videos, etc.

3. Temporary signs

The project site may display temporary signs acknowledging the funding source upon initiation of construction and the signs may remain until the project is completed. There is no requirement to place a sign at an acquisition project site because of the effect such acknowledgement may have on the market value of the land.

4. Permanent signs

Fund acknowledgement signs and decals are available from State Parks at no cost. A participant must obtain approval from State Parks before any other method of acknowledgement is used.

V. Types of Projects

A. Development Projects

Construction contracts must be awarded or force account on-site work must be in progress within 18 months of the fully executed participant agreement. Each participant is expected to proceed with the development of plans and specifications after receipt of the fully executed participant agreement for an approved development project. The participant must give particular attention to the following items when proceeding with approved work.

1. Arizona licensed architect/engineer

The participant must use an Arizona licensed architect/engineer registered under A.R.S. Title 32 – Professions and Occupations to prepare the plans and specifications for either contract or force-account construction work. The participant must submit a copy of the signed agreement between the participant and the architectural/engineering firm which conducts the work to State Parks if costs for this work are included in the approved project scope.

NOTE: An officer or employee of the United States practicing as an architect, engineer, geologist, assayer, landscape architect, or land surveyor is exempt from this requirement.

2. Plans and specifications review

Upon completion of final plans and specifications and **prior** to the solicitation of bids for construction contracts, the participant **must** submit a copy of the plans, specifications, and bid solicitation package to State Parks for review and comment. State Parks will respond to the participant within 14 working days of receiving the documents. The purpose of the review is to ensure that the work to be accomplished is consistent with the project's approved scope of work. **Until State Parks reviews these documents and issues a notice to proceed, grant payment requests will not be processed.**

3. Required documentation for development projects

The following documentation must be submitted before any reimbursements are released:

- plans & specifications,
- award of bid letter (Appendix B),
- list of bids received,
- complete and signed copy of all construction contracts; and
- a justification statement if an award is made to a vendor other than the lowest bidder.

B. Equipment projects

Request for Quotes (RFQ) documents must be released for equipment purchases within six months of the fully executed participant agreement. **The RFQ must be submitted to State Parks for review and approval prior to releasing the request for bids for equipment.**

1. Required documentation for equipment projects

The participant must purchase approved equipment according to the participant's procurement standards. A copy of bids or quote lists for equipment requiring competitive bidding must be submitted to State Parks.

C. Acquisition projects for all grant programs except Growing Smarter

The participant must initiate negotiations to purchase land, water, or property within six (6) months of the date on the fully executed participant agreement.

Acquisition of land, water, property or interests therein may be accomplished through negotiated purchase or donation. All acquisitions must conform to the Arizona Board of Appraisal, the Uniform Standards of Professional Appraisal Practice, and state and federal laws pertaining to acquisition.

State Parks will not provide grant assistance for, nor count as matching funds, for land acquisitions at a price above the approved appraised value. An appraisal is considered valid if it was done within one year prior to the purchase.

1. Appraisal

The participant must obtain an appraisal of the property proposed for purchase according to requirements of the Arizona Board of Appraisal and the Uniform Standards of Professional Appraisal Practice. The appraiser must be an Arizona-licensed certified appraiser. The appraisal is valid for one year.

2. Appraisal review report

The participant must submit each appraisal to State Parks for review. State Parks confirms whether the preparation of the appraisal is in accordance with the Uniform Standards of Professional Appraisal Practice and that the fair market value is appropriately supported. State Parks may request a "determination of value" of the reviewer if the appraised value specified in the appraisal report is challenged. The approved appraised value as established by the appraisal review report, or a determination of value, sets the limit for grant assistance in the cost of land, water, or property.

3. Required acquisition documentation for all programs except Growing Smarter

The first grant payment request will not be processed until the following documentation is received:

- appraisal report
- written offer to purchase, including a statement of just compensation (not required for donations)
- written offer to donate when all or a portion of a property is to be donated
- documentation that the owner was given an opportunity to accompany the appraiser during the appraiser's inspection of the property (this can come from the participant).
- evidence of purchase price
- recorded title
- title insurance no older than one year, or the participant's attorney certification that the title is free and clear of encumbrances
- a cultural resources evaluation pursuant to A.R.S. § 41-861 et. seq. of the State Historic Preservation Act, if required by the State Historic Preservation Office (SHPO).

D. Growing Smarter State Land Acquisition (GSLA) Projects

The project period for GSLA grants is 18 months. After the participant agreement is signed, documents identified in below must be submitted to State Parks to receive grant monies. All payment requests must be received within 30 days of the patent transfer. For more details please refer to the most current edition of the *Growing Smarter State Trust Land Acquisition Grant Application Instruction Manual*.

1. Required documentation for GSLA acquisition projects

Applicants must provide the following documentation in order to receive application grant monies is received:

- A land sales receipt;
- A statement of having inspected the land;
- A statement of being the highest and best bidder at public auction; and,
- A draft of the title insurance policy for the amount of the acquisition, if required by State Parks.

If State Parks requests the conveyance of a conservation easement on the property, State Parks will need to be indemnified in the title insurance.

E. Waiver of retroactivity for acquisition projects

Acquisitions completed prior to grant approval may be eligible for grant assistance under the following conditions. Waiver of retroactivity applies only to real estate acquisition projects (land or structures). The waiver of retroactivity applies if it is necessary to acquire property, through purchase or donation, before a grant application for acquisition assistance can be considered for funding, usually because the sale of a property is imminent and if not purchased, a significant opportunity would be lost. The Executive Director of State Parks, or a designee, must approve the waiver before the property is acquired by the participant.

To obtain approval, the applicant must notify State Parks in writing of the necessity for the waiver and give justification for the proposed action prior to acquiring the property. The notification must include a site map and parcel map and the anticipated date of acquisition.

If State Parks approves the waiver and later awards the grant funds, retroactive acquisition costs, including land donation values, are eligible for grant assistance. **Granting a waiver acknowledges the need for immediate action, but does not imply project approval. Retroactive costs are incurred at the applicant's risk, since the granting of the waiver does not in any way ensure full funding approval of the project.**

If State Parks grants the waiver, the applicant must submit a grant application within the next 18 months.

F. Studies and reports projects

Participants must submit a draft copy of their study or report to State Parks staff for review at least 45 working days prior to the project ending date.

VI. Project costs

Only items approved by the Arizona State Parks Board and identified in the scope of work from the participant agreement are eligible for reimbursement. Eligible project costs are those identified specifically with and charged directly to a particular scope item. Documents such as invoices, statements or claims, and warrants or checks must support all expenditures. The participant must reference the project by name and number on all documentation and must retain such documentation for five (5) years after the project closure date.

A. Allowable costs

The following criteria or categories describe allowable project costs.

1. Pre-agreement and Design/Engineering (D&E) and/or consultant costs

State Parks must approve these costs as a specific item in the scope of work at the time grant funds are awarded. The costs may not exceed 10% of the approved grant award. The 10% dollar amount is calculated and reimbursed at the match rate of the awarded grant i.e. 50/50.

The costs may include: site investigation and selection; site planning; cultural resources survey; environmental assessment; preliminary design; preliminary environmental assessments and archaeological surveys; and construction drawings and specifications. Costs for consultant services are allowable when they are an integral part of project completion. A signed contract between the participant and consultant supports these costs. **The pre-agreement/design & engineering costs must be identified in the approved scope of work in order to be considered for reimbursement.**

NOTE: A preliminary cultural resources survey, including information regarding archaeological and other historic properties, is an eligible cost item when applicants choose to include it in the scope of work. State Parks may require that grant applicants conduct further work such as testing or mitigation of cultural resources before grant funds will be released, and such activities are the responsibility of the applicant. Activities such as testing and mitigation of cultural resources are not eligible for grant funds and may not be counted as match toward the project.

2. Growing Smarter Acquisition Projects

The following criteria describe allowable project costs.

a. Acquisition costs

State Parks must approve acquisition costs at the time grant funds are awarded. Reimbursement of such costs may not exceed 50 percent of the appraised value of any purchase or lease of reclassified State Trust land or 50 percent of any purchase or lease of the development rights related to reclassified State Trust land.

b. Associated acquisition costs

The Parks Board approves these costs at the time grant funds are awarded and cannot exceed 10% of the grant award. Allowable associated costs may include those costs listed in the most current copy of the *Growing Smarter State Trust Land Acquisition Grant Application Instruction Manual*.

3. Acquisition costs for all grant programs except Growing Smarter

Property may be acquired through negotiated purchase or donation. Heritage Funds may not be used to acquire property through eminent domain or condemnation. Eligible acquisition costs include: appraisal and related fees; the fair market value of property acquired, as determined by an appraisal approved by Arizona State Parks; and necessary relocation costs.

4. Personnel

Only the costs of personnel directly involved with approved project work are allowable, including travel expenses (not to exceed current state travel rates). If work requires employee supervision, the cost of the supervisor may be charged to the project.

The participant must maintain time and activity records for labor costs, including donated labor by volunteers. The records should document the date, the related scope items, number of hours, rate of pay (or donation value), and employee related expenses for each employee working on the project. Each record must be signed by the employee and supervisor attesting to the accuracy of the charge. The time record must reference the project by name and number as shown on the participant agreement. Payroll documents must also be maintained.

If donated labor is used, the amount charged must be at minimum wage or lower, unless it is for a licensed trade which can be counted at the current market rate.

If prison labor is used, only the actual amount paid for services rendered is eligible

5. Supplies and materials

The participant may purchase supplies and materials for a project or they may be drawn from a central stock maintained by the participant. When supplies or materials are drawn from a central stock, the participant must retain internal requisition and issue documents. Reimbursement for such materials may not exceed the price charged to the participant.

6. Equipment

Allowable costs include the cost of rented, leased, or purchased equipment associated with the development of a project, or equipment required to make a facility initially operational such as pumps or sprinkler systems. The participant must maintain time and activity records for the equipment.

7. Construction

Allowable construction costs include activities from site preparation to completion of a project, including advertising for bids. Construction, in general, may be carried out by contract with a private firm or by use of the participant's own personnel, materials, and equipment (force account).

8. Fund acknowledgement and signs

State Parks will supply basic acknowledgement signs for approved projects. Costs associated for additional fund acknowledgement and informational/directional signs are allowable project costs.

9. Discounts

Normally, State Parks reimburses only what was paid or the value of the donation. If participants receive a discount, the difference between the full price and the discounted price may be counted as a donation if the vendor provides documentation of the amount paid as well as the full market value.

B. Non-allowable costs.

1. Operation and maintenance costs
2. Indirect costs and administrative costs
3. Costs in excess of the amount specified in the participant agreement and amendments
4. Costs incurred before or after the approved project period unless approved in advance by State Parks
5. Costs associated with environmental assessments and archaeological data recovery activities beyond preliminary reviews and surveys
6. Costs associated with the preparation of grant applications
7. Ceremonial or entertainment expenses
8. Publicity expenses
9. Bonus payments or performance awards of any kind
10. Contingency reserves or similar reserves
11. Charges in excess of the lowest bid when competitive bidding is required unless State Parks agrees in advance to higher cost
12. Charges for deficits, overdrafts, late payment or interest fees
13. Charges incurred contrary to the policies and practices of the participant
14. Consequential damage judgments arising out of acquisition, construction, or equipping of a facility, whether determined by judicial action, arbitration, negotiation, or otherwise (damages to adjoining property owned by other persons which are caused by noise, lights, vibration, etc.)
15. Incidental costs associated with acquisition of real property and of interests in real property, unless allowable under A.R.S. § 34-401 to 439 or required by State Parks
16. Costs of offered discounts not taken by the participant
17. Fines and penalties
18. Any losses arising from uncollectible accounts and other claims and related costs
19. Fund-raising time and effort and legal and professional fees paid in connection with raising funds
20. Court costs of any kind

VII. Grant Payments

State Parks will reimburse eligible expenditures included within the project's approved scope of work. Reimbursements are made according to the percentage specified in the participant agreement. Advances will be considered

on a case by case basis and are rarely granted. Written justification from the participant as well as a Grant Payment Request form must accompany requests for advances.

Participants must use the *Grant Payment Request Form* (Appendix D) and the *Detailed Expenditure Record Form* (Appendix E) to request reimbursement. A fiscal accounting system that ensures proper accounting of receipts and expenditures attributable to an awarded project must be used. Each expenditure must be supported with appropriate documentation. The participant must retain all original support documentation, such as purchase orders, requisitions, invoices, evidence of payment, time sheets, transfer documents, appraisals and related acquisition documents. Support documents must identify the grant project name and number as shown on the participant agreement.

A participant must submit W-9 Form (Federal Tax Identification number) to State Parks prior to the submittal of grant payment requests. If the W-9 is not on file with State Parks, the participant will be notified with instructions on completing and submitting the form.

Before payment requests for donations are approved, the participant must show actual expenditures at least equal to the amount of the donation.

A. Grant Payment Request Form (Appendix D)

Participants must submit the grant payment request form before a reimbursement request can be processed by State Parks staff. The individual authorized in the application's resolution signs an original form and submits it to State Parks.

B. Detailed Expenditure Record Form (Appendix E)

The Detailed Expenditure Record is used to list eligible project expenditures in chronological order. Each expenditure must reference a project scope item and a check number for each expenditure paid. A Detailed Expenditure Record must be completed according to the instructions and must accompany each grant payment request.

C. Payment Process.

Participants may submit payment requests for reimbursement to State Parks whenever costs incurred exceed \$1,000. Payment requests should not be less than \$1,000, unless it is the final request.

VIII. Progress Reports (Appendix C)

Following receipt of a fully executed participant agreement, the participant is required to submit quarterly progress reports to State Parks (Appendix E). Progress reports must be submitted for partial quarters. The participant must ensure that the reports are submitted at the end of each calendar quarter. The participant must submit progress reports according to the following schedule:

- First quarter (January 1 - March 31) due no later than April 30;
- Second quarter (April 1 - June 30) due no later than July 31;
- Third quarter (July 1 - September 30) due no later than October 31;
- Fourth quarter (October 1 - December 31) due no later than January 31.

Participants should report progress on the percent of work completed, not the percent of funds expended. Report progress on approved scope items, project related activity, significant problems and proposed solutions.

IX. Project Closure

The participant must complete the project by the project ending date specified in the participant agreement. The participant shall have no more than 90 working days following the project ending date or project completion, whichever comes first, to submit all required closure documents to State Parks. Failure to submit the closure documents within this time frame may reflect negatively on the rating of the participant's future grant applications and may result in project termination.

With the exception of Growing Smarter projects, 10% of the grant award shall be retained by State Parks until the closure process is complete.

A. Required closure documents for all grant programs except Growing Smarter.

The participant must submit the following documents to State Parks within 30 working days following project completion.

- Certified completion letter (Appendix F)

The following documents must be submitted to State Parks within 90 working days following project completion.

- A completed final Grant Payment Request Form (Appendix C)
- A completed Detailed Expenditure Record (Appendix D)
- A Quarterly Project Progress Report indicating that the project is 100% complete (Appendix C)
- An "as-built" site map for development projects or an "as-acquired" parcel map for acquisition projects. (Note: The site map or parcel map need only depict work completed or parcels acquired with grant assistance. The participant is not required to submit detailed engineering drawings for site maps. Please try to keep maps 8.5" X 11" in size.) Submit an "as-built" map if project site is different from map submitted with the application.
- A final deliverable such as a report, brochure, video, survey, or inventory report or photos. If State Parks conducts a final on-site inspection, photos are not necessary.

B. Required closure documents for Growing Smarter Acquisition Projects

Within thirty (30) days of the patent transfer for the land being acquired, the following documents must be submitted to State Parks:

- A Certified Completion letter (Appendix F),
- A receipt showing full payment of the land,
- Proof of the recorded patent, and
- A final quarterly report (Appendix C).

C. Final on-site inspections

State Parks may request photos of a completed project in lieu of performing an on-site inspection.

1. Development projects

State Parks staff will schedule a final on-site inspection of the project site to determine compliance with the terms of the participant agreement and any amendments. Problems that become evident during the inspection are reconciled by amendment, administrative action, or other action appropriate to the funding program and the project. State Parks will provide a copy of the final on-site inspection report to the participant for record keeping.

2. Equipment purchases and/or land acquisitions

State Parks will determine the need for on-site inspections of equipment purchases and land acquisitions.

D. Document Reconciliation and Final Payment

If applicable, the final payment will be processed after State Parks staff receives all required closure documents.

X. Project Withdrawal/Termination

Each awarded project will either be closed, withdrawn or terminated according to the provisions of the participant.

A. Withdrawal

1. The participant may withdraw the project at any time before the first payment is made without penalty.
2. The participant may withdraw the Participant Agreement in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the withdrawal conditions, including the effective date and, in the case of partial withdrawal, the portion to be withdrawn. The participant shall not incur new obligations for the withdrawn portion after the effective date, and shall cancel as many outstanding obligations as possible.
3. The participant may not be required to reimburse State Parks for the grant share of obligations properly incurred before the effective withdrawal date. Withdrawal requires that the project in question be

brought to a state of public usefulness to the terms set forth by the Board; otherwise, all funds provided by the Board shall be returned to the Board.

B. Termination

After initial payment, the Board may terminate the project in whole, or in part, at any time before the date of completion, whenever the Board determines that the participant failed to comply with the terms or conditions of the grant. The Board will promptly notify the participant in writing of the determination and the reasons for the termination, including the effective date. All payments made to the participant shall be recoverable by the Board under a project terminated for cause.

XI. Audit

Each awarded project is subject to audit by State Parks within five years after official closure of the project. The audit determines compliance with the terms of the participant agreement and that all project expenditures were allowable and documented. The participant is responsible to comply with the project record retention requirement of maintaining project records for a period of five years.

A. Random Selection

An annual, random selection from closed projects determines which projects are audited. A minimum of one project per program is selected.

B. Audit Checklist (Appendix G)

Participants are required to complete an audit checklist and provide the audit firm with an audit packet, which includes the documents listed on the audit checklist within 20 working days.

C. Audit Coordination

State Parks staff coordinates the audit process with the participant and the audit firm.

D. Recovery of Grant Funds

In the event a disallowance of grant expenditure(s) was not determined prior to closeout of the grant, State Parks retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from a final audit.

XII. Post-Completion Requirements

The results of a completed project shall benefit the public according to the purposes of the grant funding program. State Parks requires a participant to operate and maintain the project for the period specified in the participant agreement.

Generally, the term of public use for development and equipment projects is twenty-five (25) years; for acquisition it is ninety-nine (99) years. For projects funded with LWCF funds, the term of use is in perpetuity.

A. Operation and Maintenance

Property acquired or developed with grant assistance shall be operated and maintained as follows:

1. The property shall be maintained to appear attractive and inviting to the public.
2. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.
3. Properties shall be kept safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.
4. Buildings, roads, trails, and other structures and improvements shall be kept in repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
5. The facility shall be kept open for public use during reasonable hours and times of the year, according to the type of area or facility.
6. The Preservation Agreement or Covenant for Historic Preservation projects states the restrictions for long-term maintenance at the project site.

B. Self-Certification Inspections. (Appendix H and/or I)

To ensure compliance with maintenance requirements at grant-assisted project sites after project closure, each participant is required to conduct periodic on-site inspections of a funded project. Every 5 years after project closure and for the duration of the maintenance period specified in the participant agreement, the participant must file a written report with State Parks.

State Parks will notify the participant when inspections should be conducted and will provide the necessary forms to accomplish the inspections.

Growing Smarter Acquisitions parcels must be self-certified annually.

C. Non-Compliance with Post-Completion Requirements

Participants who do not meet the term of public use for grant-funded facilities must follow one of the remedies listed below to be in compliance with these guidelines. State Parks will consult with the participant in determining the most appropriate remedy.

1. Obsolescence

The LWCF Grants Manual, Chapter 675.9.4, shall be used as guidance to process obsolescence requests. Only those requests that significantly contravene the original plans for an area shall require Executive Director of State Parks (or designee) or National Park Service review and approval action. Notwithstanding neglect or inadequate maintenance on the part

of the project sponsor, a recreation area or facility may be determined to be obsolete if:

- a. reasonable maintenance and repairs are not sufficient to keep the recreation area or facility operating;
- b. changing recreation needs dictate a change in the type of facility provided;
- c. operating practices dictate a change in the type of facilities required;
or
- d. the recreation area or facility is destroyed by fire, natural disaster, or vandalism.

If a facility is declared obsolete, the project area must continue to be available for public outdoor recreation for the remainder of the term of public use.

2. Conversions

A conversion is required when a grant recipient is no longer maintaining a grant-funded facility to the standard originally approved by the State Parks Board, or when the facility has been removed from public use. The facility must be replaced by one of equal value at the grant recipient's expense.

If project areas are not properly meeting the term of public use, the LWCF Grants Manual, Chapter 675.9.3, is used as guidance to process conversion requests under the LWCF; Local, Regional, and State Parks; Recreational Trails Program; Trails; State Lake Improvement Fund; and Off-Highway Vehicle grant programs.

State Parks will process requests administratively by obtaining Executive Director approval. Conversions affecting LWCF project sites shall be forwarded to the National Park Service for approval following action by the Executive Director.

3. Repayment for all grant programs except Growing Smarter and LWCF

In the event the participant fails to provide for operation and maintenance of the facilities or equipment during the Term of Public Use, the participant shall reimburse the appropriate grant fund as follows: 100% of grant funds, 0-5th year; 80%, 6th-10th year; 60%, 11th-15th year; 40%, 16th-20th year; 20%, 21st-25th year. (Note: As an example, the 6th-10th year shall mean from the first day of the sixth year through the last day of the tenth year, beginning with the certified date of completion.)

Payback is not allowed for LWCF grant projects.

In lieu of repayment for a facility that is removed from public use prior to the end of the required Term of Public Use, the participant may apply for obsolescence under subsection C.1.

4. Repayment for Growing Smarter Acquisition Projects

The participant is in default if it fails in the performance of any portion of this agreement or any conditions of the patent conveyed by the Arizona State Land Department. Notice of and a description of the nature of the default will be mailed to the participant. Failure to commence an Arizona State Parks-approved cure for the default or to seek amendment to the approved cure, within 60 days of participant's receipt of the written notice, shall be considered a default.

In case of a default of the contractual provisions stated in either this agreement or the conditions of the patent, Arizona State Parks retains the right to exercise remedies to the grant contract. Specifically, Arizona State Parks may request the following as remedies to a default: demand the return of the total grant award made pursuant to this agreement, interest on the grant award calculated at the judgement rate, attorney's fees and court costs.

XII. Disagreements

Disagreements with any decision or action concerning project administration which are not resolved with staff to the satisfaction of the participant may be addressed in the following manner:

- A. The participant may submit a written request for review to the Assistant Director of the Partnerships Division of Arizona State Parks. The Assistant Director will address the matter and respond in writing within 30 working days of receiving the request from the participant.
- B. If the disagreement is not resolved with the Assistant Director's intervention, the participant may submit a written request for review and consideration to the Executive Director of Arizona State Parks. The Executive Director will respond within 30 working days of receiving the request.



APPENDICES

A – J

- A. Amendment Policy
- B. Sample Bid Award Letter
- C. Quarterly Project Progress Report
- D. Grant Payment Request Form
- E. Detailed Expenditure Record Form
- F. Sample Certified Completion Letter
- G. Audit Preparation Certification
- H. Self-Certification Post-Completion Inspection Report (Facilities)
- I. Self-Certification Post-Completion Inspection Report (Equipment)
- J. Participant Agreement - General Provisions

Appendix A

Amendment Policy for Grant Participant Agreements

Grant participant agreements authorized by the Arizona State Parks Board may be amended to accommodate changes to the original agreement. Authorized amendment types include: 1) time extensions, 2) scope changes, 3) funding adjustments, and/or 4) change in project participant.

The following explanation clarifies authorized amendment types including the approval authority for each and shall apply to each grant program administered by Arizona State Parks.

<u>Amendment Type</u>	<u>Approval Authority</u>
1. Time Extension <ul style="list-style-type: none">• one year or less• more than one year or more than one extension	Executive Director or Designee State Parks Board*
2. Scope Change** <ul style="list-style-type: none">• additional scope items, but within the original intent and cost of the approved project• deletions resulting in no significant impact on the original scope or project rating• deletions having significant impact on the original scope and project rating• change in project location but the original scope remains the same	Executive Director or Designee Executive Director or Designee State Parks Board* Executive Director or Designee
3. Funding Adjustment <ul style="list-style-type: none">• transfer of unused funds in a completed project of a participant to another project of the same participant with cost overruns, but with no adjustments to either project's approved scope of work• project cost increase where the project scope remains the same• project cost increase to accommodate scope item changes	Executive Director or Designee State Parks Board*
4. Change in Project Participant <ul style="list-style-type: none">• processed when necessary to transfer responsibility from the original participant to another eligible participant	Executive Director or Designee

* The appropriate advisory body shall review prior to recommending action to the State Parks Board on this type of amendment.
** All scope changes must meet the eligibility criteria of the funding program.

Notes to the Policy

1. Upon project closure, an amendment shall not be necessary to reduce project costs from the original award if the approved project scope was accomplished for less money than the award. In lieu of the amendment, staff shall prepare a "Project Closure" letter to the participant summarizing grant fund expenditures and the disposition of unexpended funds. This letter shall be the official document specifying actual grant funds expended, closure of the project, and the disposition of unexpended funds.
2. Amendments to approve scope work items or retroactive time extensions shall be presented by staff to the appropriate advisory committee and then to the Board for approval consideration, with a staff recommendation for either approval or denial. Scope change amendments must include a revised cost schedule and a revised site plan.

Sample

Bid Award Letter

Address the Bid AWARD letter to Arizona State Parks on the participant's letterhead.

Date

Grant Program Coordinator
Arizona State Parks
1300 West Washington
Phoenix, Arizona 85007

Dear (Grant Coordinator's name):

A bid proposal has been reviewed and found to be acceptable for the grant project numbered _____ and titled: _____.

An award has been made to:

- Vendor's Name:**
- Address:**
- Award Amount:**
- Scope of Work:**

Documents attached to this report include:

- 1) certified list of bids received; and
- 2) complete and signed copy of the successful bid proposal; and
- 3) a justification statement if an award is to a vendor other than the low bidder. A copy of the signed contract will be mailed to Arizona State Parks after it has been fully executed with the vendor.

A copy of the signed contract will be mailed to Arizona State Parks after it has been fully executed with the vendor.

Sincerely,

Typed Name

Title



APPENDIX C



Arizona State Parks

Quarterly Project Progress Report

Check Grant Program: () Trails () LRSP () OHV () SLIF
 () HP () Federal HPF () RTP (Motorized Portion) () LWCF
 () Growing Smarter State Trust Land Acquisition

Project Number: _____ Grant Program _____

Project Title: _____

Participant Name: _____

Current Year: _____ Project End Date: _____

Quarter: Jan – March April – June July – Sept. Oct. – Dec.

Approved Scope Items (see Attachment A to the participant agreement for a listing of approved scope items)	% of Work Completed*
Overall % Completed:	
Problems Encountered and Solutions to Problems:	

*This is the amount of work completed, not the amount of funds expended.

Prepared By: _____ Date: _____

Attach additional page(s) if necessary. Reproduction of this form is authorized.

Instructions for Completing the Grant Payment Request

- Item 1: Enter the participant name and project title as shown on the participant agreement.
- Item 2: Enter the name, phone, and fax numbers of the grant contact person.
- Item 3: Enter the project number as shown on the participant agreement.
- Item 4: Enter the Federal Employer Identification Number.
- Item 5: Enter the participant's complete mailing address and zip code.
- Item 6: Check the appropriate box. Advances are considered on a case-by-case basis.
- Item 7: Indicate the payment request number. Payment requests are numbered consecutively, beginning with #1.
- Item 8: Enter the month, day, and year for the beginning and ending of the period for which this request is prepared. The dates inserted must fall within the "Project Period" indicated on the participant agreement.
- Item 9: List the approved scope items as specified on Attachment A to the participant agreement. Costs entered in the "Expenditures this Request" column must equal the total cost expended by the participant for reimbursement projects. State Parks will calculate the amount to be reimbursed based upon the match percentage of the grant award.
- Certification: The individual authorized in the Applicant Resolution shall sign and date the payment request.

10% of the grant award will be withheld from the final payment request or advance pending project completion, which includes all administrative closure requirements.

Instructions for Completing the Detailed Expenditure Record

A complete and accurate record of information must be provided in each column of this form for every listed expenditure. A copy of the completed Expenditure Record must be attached to each Grant Payment Request submitted to Arizona State Parks (ASP). Instructions for specific entries are described below. For purposes of these instructions, the term "in-kind contributions" is used to describe the value of non-cash contributions provided by: (1) other public agencies and institutions; and (2) private organizations and individuals. In-kind contributions may consist of the value of donated labor, materials, equipment, etc. which directly benefit the project.

- **PROJECT NUMBER:** Enter the project number as it appears on the participant agreement or acknowledgment.
- **PROJECT NAME:** Enter the name of the project as it appears on the participant agreement or acknowledgment.
- **PARTICIPANT NAME:** Enter the participant name as it appears on the participant agreement or acknowledgment.
- **PAYMENT REQUEST:** Enter the number of the pay request attached to the Expenditure Record.
- **RECORD PREPARATION:** Enter the date the record was prepared, by whom, and the telephone number of the preparer.
- **DATE:** List all expenditures in chronological order and indicate the date shown on each expenditure. In situations where in-kind or volunteer labor performs work related to the project, the beginning and ending date on the individual's time sheet must be shown in this column. The same procedure is followed when listing contractor's monthly or periodic statements. For land acquisition projects and/or projects involving donations of land, the date of the title recording for each parcel acquired must be entered. The dates of other eligible costs related to land acquisition should also be entered in the order they were incurred.
- **INVOICE NUMBER:** Enter the number shown on the invoice as assigned by the vendor. In the case of a contractor's statement, enter the number of the statement as assigned by the contractor. If the value of in-kind labor and/or equipment is being claimed, enter the payroll or voucher number related to the claim. This column does not apply for volunteer labor. For land acquisitions, the county recorder's number on the document evidencing ownership must be entered.
- **VENDOR:** For each invoice or cost item, provide the name of the individual or company from whom the goods or services were purchased. When listing in-kind labor, volunteer labor, donated equipment, or materials, enter the name and title of each laborer and/or the name of the donating entity. An example would be: "John Smith - Backhoe Operator", or "City of Glendale - Public Works Department". For land acquisitions, enter the name of the seller, donor, or relocatee for the corresponding transaction.
- **ITEM DESCRIPTION:** This should be brief, but accurately, describe what was purchased and/or donated. This description may be taken directly from the invoice. If you are listing donated work, equipment, or materials, simply describe the type of labor, materials, or equipment used.
- **SCOPE ITEM:** Enter the name of the scope item from Attachment A for which the ITEM DESCRIPTION relates. If an invoice contains a list of materials which were used to construct several approved scope items, each item should be listed. When listing "employee's time" or volunteer labor as the ITEM DESCRIPTION, each scope item the employee/laborer worked on must be listed when the time being billed relates to more than one scope item. Please refer to your participant agreement or acknowledgment and project cost schedule, or contact ASP to insure that costs incurred are actually eligible for reimbursement. Items not shown in the participant agreement or acknowledgment or project cost schedule or in amendments thereto, are not eligible for reimbursement. Ineligible project costs need not be listed on the Detailed Expenditure Record. For land acquisition or land donation projects, the corresponding description of the transactions and how they relate to the project should be supplied. Normally, this will be the identifying tract number, amount of acreage, and the appraised value for land transactions. A sample entry might read: "Tract No. 2, 16.3 acres, site preservation".
- **AMOUNT PAID OR DONATED:** Enter the amount of the actual cost or expenditure which is eligible for reimbursement or grant match. If a portion of the invoice was paid and reimbursed under a previous payment request, list only the amount for which you are now seeking reimbursement. For land acquisition projects, enter the amount paid for the land, the amount of relocation benefits actually incurred by the participant, or the amount paid for other eligible costs related to land acquisition.
- **CHECK NUMBER:** List the corresponding check number which was used to pay for each cost item listed. If more than one check was used, include all appropriate numbers. Write the word "donation" for items or time which have been contributed.

APPENDIX F

Sample

Certified Completion Letter

Date

Grant Program Coordinator
Arizona State Parks
1300 West Washington
Phoenix, AZ 85007

Dear _____ :

This letter certifies that the grant project titled _____
and numbered _____ was completed on _____,
in accordance with the terms of the participant agreement, including approved
amendments thereto, and complies with all applicable laws, rules, and regulations
governing _____ (Participant's Name) .

All records and back-up documentation will be retained for five years. All facilities
developed with grant funds will be available for public use for _____ years.*

(Signature of person authorized to sign
for the Participant)

(Title of the above)

Subscribed and sworn before me this _____ day of _____.

Signature of Notary Public

My commission expires _____ .

* Generally, the term of public use for development and equipment projects is twenty
five (25) years; for acquisition it is ninety-nine (99) years. For projects funded with
LWCF funds, the term of use is in perpetuity.

Arizona State Parks
Audit Preparation Certification

Project Number:
Project Name:
Participant's Name:

It is certified with my signature below that the listed project expenditure support documentation is included in the enclosed audit file.

AUDIT FILE DOCUMENTATION

1. A completed copy of the Audit Certification (this document).
2. A copy of the project proposal.
3. A copy of the Participant Agreement and copies of all amendments thereto.
4. A copy of all executed contracts, Requests for Proposals, agreements, etc. pertinent to the project and each amendment or change order thereto.
5. A copy of each Grant Payment Request submitted to State Parks for reimbursement or payment purposes including the Detailed Expenditure Record and all support documents (purchase orders, requisitions, invoices, statements, canceled checks, claims, personnel pay records, equipment use rates, etc.) for each expenditure listed on the Detailed Expenditure Record. Note: All expenditure support documents include the project name and number assigned by State Parks.

Neither item #6 or #7 is applicable to this project if "NA" is noted in the left margin.

6. Construction projects by contract:
 - a. A copy of the signed design and engineering agreement.
 - b. A certified copy of the list of bids received.
 - c. A copy of the justification statement for selecting a bid other than the low bid.
 - d. A signed copy of each executed contract and change order.
7. Acquisition projects:
 - a. A copy of the appraisal report.
 - b. A copy of the appraisal review report showing concurrence in the appraised fair market value.
 - c. A copy of each relocation claim form and related payment documents if relocation occurred as part of the project and the claims were cost-shared by the grant.

 Typed Name

 Signature

 Title

 Date

APPENDIX H

Arizona State Parks
Self-Certification Post-Completion Inspection Report

Participant:

Project Title:

Project Type:

Project Number:

Award Year:

BELOW TO BE COMPLETED BY PARTICIPANT

Site Name _____ Name of Contact Person _____

Site Location _____ Title/Agency _____

Date Site Inspected _____ Phone Number _____

Project Inspector _____

Attach a map (8 1/2" x 11") and three (3) 4" x 6" color photographs of project site.

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Is there a sign displayed which makes the site identifiable as a public area?
If no, please explain. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are the facilities and the site being maintained and in good condition?
If no, please explain. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the property accessible and open to all segments of the general public
during reasonable hours and days of the year? If no, please explain.
_____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the site been developed and maintained to provide access for persons
with disabilities? If no, please explain. _____
If yes, when? _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. If access problems are identified, are they scheduled for correction? If no,
please explain. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is the funding source identified at the site? Where _____
If no, please explain. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Have there been any changes in the approved project scope/description?
If yes, please explain. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has any portion of the project site been converted to uses other than what
was approved by Arizona State Parks? If yes, please explain.
_____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Is there evidence of vandalism at the site? If yes, please explain
_____ | <input type="checkbox"/> | <input type="checkbox"/> |

(If further explanations are needed, use the additional comment section on the second page of this form.)

Additional Comments

APPENDIX H (reverse side)

(Please attach a separate sheet if more space is needed.)

Self Certification

I hereby certify, as the duly designated official responsible for the project site identified above, that the site has been inspected and that this report accurately reflects conditions as found in that inspection.

Authorized Signature

Date

Typed Name and Title

State of _____

County of _____

On this _____ day of _____, personally appeared to me _____
known to be the person who executed the foregoing instrument, and acknowledged that they executed the
same as their free act and deed.

Signature of Notary Public

Name of Notary printed, typed or stamped

Notary Public, State of _____

My Commission Expires _____

For Arizona State Parks Use only

Date Project Inspected: _____

Inspected By: _____

Project Complies Does not comply

Signature: _____

APPENDIX I

Arizona State Parks
Self-Certification Post-Completion Inspection Report
(Equipment)

Project Title: _____ Participant: _____
Project Number: _____ Project Type: _____
Award Year: _____

BELOW TO BE COMPLETED BY PARTICIPANT

Site Name Name of Contact Person

Site Location Title/Agency

Date Site Inspected Phone Number

Project Inspector

Attach a map (8 1/2" x 11") showing where the equipment is used.
Also attach three (3) 4" x 6" photographs of the equipment.

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Is the equipment purchased with grant funds currently in use by the participant? If no, please explain.

_____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the equipment been converted to uses other than what was approved by Arizona State Parks? If yes, please explain.

_____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the equipment being maintained and in good condition? If no, please explain. _____
_____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the funding source identified on the equipment?
Where? _____
If no, please explain. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Approximate yearly usage _____ hours / year or days / year | | |

(If further explanations are needed, use the additional comment section on the reverse side of this form)

Additional Comments

(Please attach a separate sheet if more space is needed.)

Self Certification

I hereby certify, as the duly designated official responsible for the equipment identified above, that the equipment has been inspected and that this report accurately reflects conditions as found in that inspection.

Authorized Signature

Date

Typed Name and Title

State of _____

County of _____

On this _____ day of _____, _____, personally appeared _____ to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Signature of Notary Public

Name of Notary printed, typed or stamped

Notary Public, State of _____

My Commission Expires _____

For Arizona State Parks Use only	
Date Project Inspected	_____
Inspected By	_____
Project Complies	<input type="checkbox"/> Does not comply <input type="checkbox"/>
Signature	_____

8/00 (Equipment)

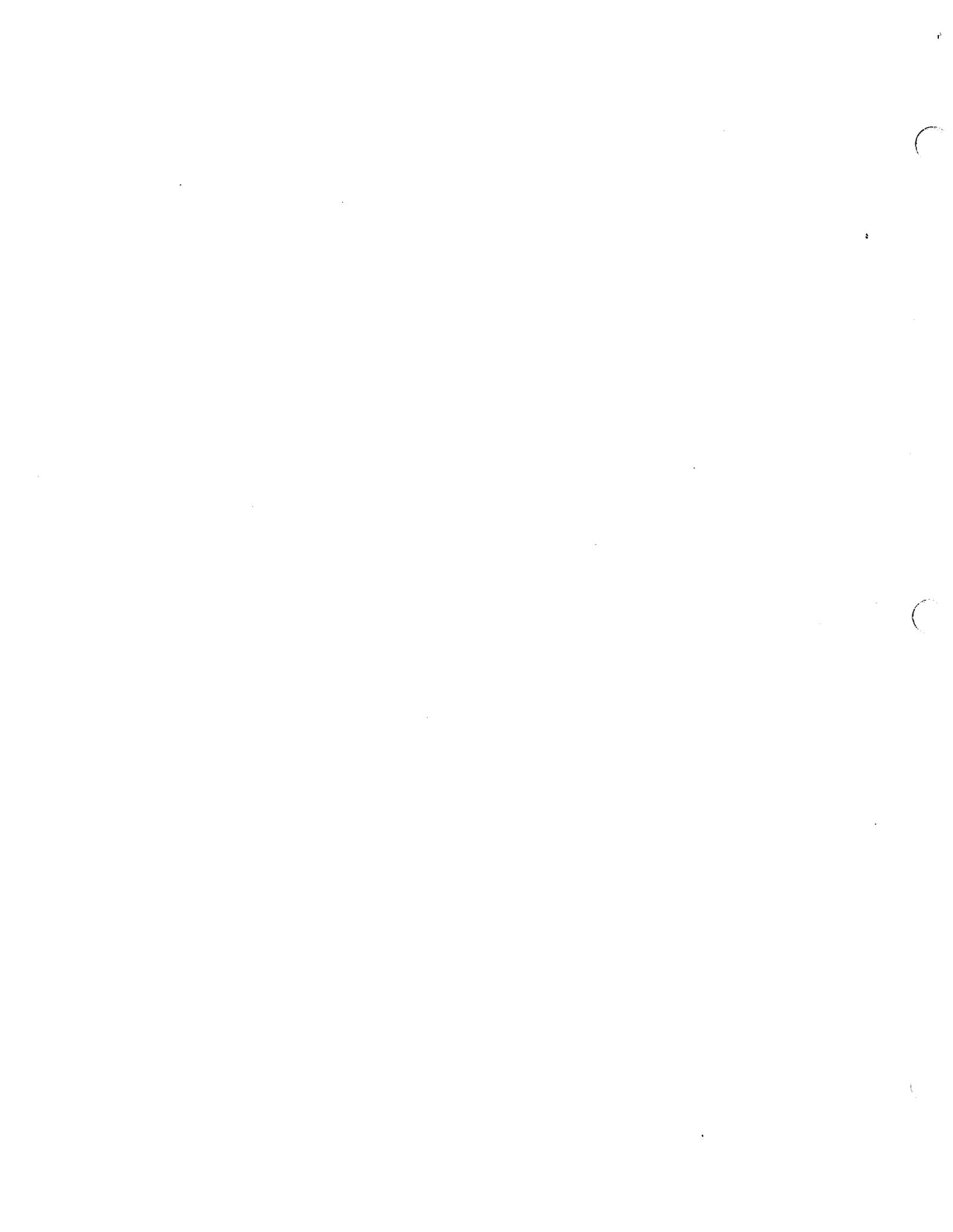
**Competitive Grant Programs Currently Administered
by the Arizona State Parks Board**

Program	Purpose	Fund Source	Application Deadline	Program Coordinator
Local, Regional and State Parks (Heritage Fund) LRSP	To support land acquisition and facility development for parks, outdoor recreation, and open space preservation	*Up to \$3.5 million annually from the Arizona State Parks Board Heritage Fund	No later than 5:00 p.m. on the last working day of February	(602) 542-7129
Trails (Heritage Fund) Trails	To support non-motorized trail acquisition, construction, and improvement for trails on the State Trails System	*Up to \$475,000 annually from the Arizona State Parks Board Heritage Fund	No later than 5:00 p.m. on the last working day of February. State Trails System nominations due by 5:00 p.m. on the first working day of August	(602) 542-7130
Historic Preservation (Heritage Fund) HP	To support historic preservation efforts consistent with the Secretary of the Interior's Standards	*Up to \$1.45 million annually from the Arizona State Parks Board Heritage Fund	No later than 5:00 p.m. on the last working day of March	(602) 542-7131
Growing Smarter State Trust Land Acquisition (Land Conservation Fund) GS	To conserve open space in or near urban areas through the purchase or lease of State Trust land	Up to \$18 million annually from the State General Fund for fiscal years 2001 through 2011	No later than 5:00 p.m. on the last working day of March. Applications for Sale due to the State Land Department by the first working day in June.	(602) 542-7126
Recreational Trails Program Motorized Portion (Federal) RTP	To support motorized trail development, mitigation, acquisition, and education for off-highway vehicle recreation	Approximately \$500,000 available annually from the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)	No later than 5:00 p.m. on the last working day of March	(602) 542-7130
Land & Water Conservation Fund (Federal) LWCF	To support land acquisition and facility development for parks, outdoor recreation, and open space preservation	Subject to Congressional appropriations	Through the LRSP application process, no later than 5:00 p.m. on the last working day of February	(602) 542-7129
State Lake Improvement Fund SLIF	To support boating related facilities and access on waters where boating is permitted throughout Arizona	Approximately \$6 million annually from motor boat fuel tax revenue and watercraft license fees	The FY 2002 and FY 2003 grant cycles are suspended due to Legislative transfers from SLIF to the General Fund.	(602) 542-6997

*Due to decreased Lottery revenues, the Heritage Fund has not realized the maximum amount indicated since FY 1998.

For more information on grants, visit our web site at www.azstateparks.com or e-mail us at grants@pr.state.az.us.

9/25/03





Arizona State Museum
THE UNIVERSITY OF ARIZONA

ARCHAEOLOGICAL CONSULTANTS 2005

IMPORTANT NOTICE

To do archaeological work on state, county, city or other municipal properties in Arizona, an archaeologist must first qualify, then obtain a Blanket or Project-Specific Arizona Antiquities Act Permit from the Arizona State Museum, University of Arizona. (Reference: Chapter VIII B: Rules implementing A.R.S. 15-1631 and 41-841, ET SEQ., the Arizona Antiquities Act).

The listing below represents the individuals, companies and organizations that to date have obtained Arizona Antiquity Act Blanket Permits for 2005. You can select an archaeologist from this list or solicit archaeological assistance from elsewhere. However, please remember: the archaeologist you select must first qualify, obtain and have in possession an up-to-date Arizona Antiquities Act Permit to do any archaeological survey or excavation on state, county, city or other municipal properties in Arizona.

Jeffrey H. Altschul
Statistical Research, Inc.
6099 E. Speedway Blvd.
Tucson, AZ 85712
Ph No.: (520) 721-4309
Fax No.: (520) 298-7044
email: jhaltschul@sricrm.com
website: www.sricrm.com
Permit: 2005-001bl

Keith Knoblock
Harris Environmental Group, Inc.
58 East 5th Street
Tucson, AZ 85705-8362
Ph No.: (520) 628-7648
Fax No.: (520) 628-1458
email: kknoblock@heg-inc.com
website: www.heg-inc.com
Permit: 2005-004bl

Allen Dart
Old Pueblo Archaeology Center
PO Box 40577
Tucson, AZ 85717-0577
Ph No.: (520) 798-1201
Fax No.: (520) 798-1966
email: adart@oldpueblo.org
website: www.oldpueblo.org
Permit: 2005-002bl

Kenneth L. Brown
Marron and Associates, Inc.
7511 Fourth Street NW
Albuquerque, NM 87107
Ph No.: (505) 898-8848
Fax No.: (505) 897-7847
email: kbrown@marroninc.com
website: marroninc.com
Permit: 2005-005bl

Lynn Neal
EnviroSystems Management, Inc.
2110 North Fourth Street
Suite 220
Flagstaff, AZ 86004
Ph No.: (928) 226-0236
Fax No.: (928) 266-0237
email: lnéal@esmaz.com
website: www.esmaz.com
Permit: 2005-003bl

Fred Huntington
Tierra Right of Way Services, Ltd.
1575 East River Road
Suite 201
Tucson, AZ 85718
Ph No.: (520) 319-2106
Fax No.: (520) 323-3326
email: fhuntington@tierra-row.com
website: www.tierra-row.com
Permit: 2005-006bl

Patricia Castalia
Desert Archaeology, Inc.
3975 N. Tucson Blvd.
Tucson, AZ 85716
Ph No.: (520) 881-2244
Fax No.: (520) 881-0325
email: desert@desert.com
website: www.desert.com
Permit: 2005-007bl

Larry L. Baker
San Juan County Museum Association,
Division of Conservation Archaeology
P.O. Box 125
Bloomfield, NM 87413-0125
Ph No.: (505) 632-2033
Fax No.: (505) 632-1707
email: cda1@sisna.com
website: www.nmculture.or
Permit: 2005-008bl

James B. Rodgers
Scientific Archeological Services
2542 W. Monterey Way
Phoenix, AZ 85017-5104
Ph No.: (602) 257-8398
Fax No.: (602) 257-8398
email: jbr_sas@msn.com
Permit: 2005-009bl

Tammi Watkins
Archaeological Research Services, Inc.
2123 S. Hu-Esta Drive
Tempe, AZ 85282
Ph No.: (480) 966-3508
Fax No.: (480) 303-0080
email: archresearch@qwest.net
website: archresearchsvcs.com
Permit: 2005-010bl

Heidi Roberts
HRA, Inc. Conservation Archaeology
8260 W. Charleston Blvd.
Suite 4
Las Vegas, NV 89117
Ph No.: (702) 228-8844
Fax No.: (702) 228-1518
email: hraarchaeology@earthlink.net
Permit: 2005-011bl

Douglas R. Mitchell
SWCA, Inc., Environmental Consultants
2120 North Central Avenue
Suite 130
Phoenix, AZ 85004
Ph No.: (602) 274-3831
Fax No.: (602) 274-3958
email: dmitchell@swca.com
website: www.swca.com
Permit: 2005-012bl

R. Thomas Euler
SWCA, Inc., Environmental Consultants
343 West Franklin Street
Tucson, AZ 85701
Ph No.: (520) 325-9194
Fax No.: (520) 325-2033
email: teuler@swca.com
website: www.swca.com
Permit: 2005-012bl

Dennis Gilpin
SWCA, Inc., Environmental Consultants
114 N. San Francisco Street
Suite 100
Flagstaff, AZ 86001
Ph No.: (928) 774-5500
Fax No.: (928) 779-2709
email: dgilpin@swca.com
website: www.swca.com
Permit: 2005-012bl

Gregory Brown
Logan Simpson Design Inc.
51 West 3rd Street
Suite 450
Tempe, AZ 85281
Ph No.: (480) 967-1343
Fax No.: (480) 966-9232
email: gbrown@lsdaz.com
website: www.logansimpsondesign.com
Permit: 2005-013bl

Dale R. Gourley
Bighorn Archaeological Consultants, LLC
3790 Nicolas Dr.
Santa Clara, UT 84765
Ph No.: (435) 656-1647
Fax No.: (501) 646-3365
email: dgourley@bighornarchaeology.com
Permit: 2005-014bl

Laurene Montero
Carter & Burgess, Inc.
3003 North Central Avenue
Suite 1700
Phoenix, AZ 85012
Ph No.: (602) 263-5309
Fax No.: (602) 263-8373
email: monterolg@c-b.com
website: www.c-b.com
Permit: 2005-015bl

Laurie V. Slawson
Aztlan Archaeology, Inc.
228 S. Tucson Blvd.
Tucson, AZ 85716
Ph No.: (520) 620-1480
Fax No.: (520) 620-1432
email: aztlan@theriver.com
Permit: 2005-016bl

Laurie V. Slawson
Belagana Research Institute
228 South Tucson Blvd.
Tucson, AZ 85719
Ph No.: (520) 620-1480
Fax No.: (520) 620-1432
email: aztlan@theriver.com
Permit: 2005-017bl

Johna Hutira
Northland Research, Inc.
1865 East 3rd Street
Tempe, AZ 85281
Ph No.: (480) 894-0020
Fax No.: (480) 894-0957
email: jhutira@northlandresearch.com
website: www.northlandresearchinc.com
Permit: 2005-018bl

David J. Dechambre
Northland Research
P.O. Box 1401
528 W. Aspen Avenue
Flagstaff, AZ 86002
Ph No.: (928) 774 5057
Fax No.: (928) 774 3089
email: ddechambre@northlandresearch.com
website: www.northlandresearchinc.com
Permit: 2005-018bl

Barbara Macnider
AZTEC Engineering
4561 E. McDowell Road
Phoenix, AZ 85008
Ph No.: (602) 659-9327
Fax No.: (602) 458-7465
email: bmacnider@aztec.us
website: www.aztec.us
Permit: 2005-019bl

Lynda Blair
Harry Reid Center for Environmental Studies,
Marjorie Barrick Museum of Natural History
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 454009
Las Vegas, NV 89154-4009
Ph No.: (702) 895-1409
Fax No.: (702) 895-1823
email: blairl@unlv.nevada.edu
website: hrc.nevada.edu
Permit: 2005-020bl

Andrew L. Christenson
746 Redondo Road
Prescott, AZ 86303
Ph No.: (928) 445-1953
Fax No.: (928) 445-1953
email: alchristenson@cableone.net
Permit: 2005-022bl

A.E. (Gene) Rogge
URS Corporation
7720 North 16th Street
Suite 100
Phoenix, AZ 85020
Ph No.: (602) 371-1100
Fax No.: (602) 371-1615
email: gene_rogge@urscorp.com
website: www.urscorp.com
Permit: 2005-023bl

Bradford W. Stone
4150 East Hawthorne Street
Tucson, AZ 85711
Ph No.: (520) 400-1763
Fax No.: (520) 881-4605
email: bws5@msn.com
Permit: 2005-024bl

David S. Boloyan
David S. Boloyan Archaeological Services
PO Box 27728
Tempe, AZ 85285-7728
Ph No.: (480) 831-5845
Fax No.: (480) 831-5846
Permit: 2005-025bl

James M. Allan
William Self Associates, Inc.
61-d Avenida de Orinda
PO Box 2192
Orinda, CA 94563
Ph No.: (925) 253-9070
Fax No.: (925) 254-3553
email: jallan@williamself.com
website: www.williamselfassoc.com
Permit: 2005-026bl

Mark Brodbeck
HDR, Inc.
3200 East Camelback Road
Suite 320
Phoenix, AZ 85018-2311
Ph No.: (602) 522-7700
Fax No.: (602) 522-7707
email: mark.brodbeck@hdrinc.com
website: www.hdrinc.com
Permit: 2005-027bl

J. Simon Bruder
EcoPlan Associates, Inc.
701 West Southern Avenue
Suite 203
Mesa, AZ 85210
Ph No.: (480) 733-6666
Fax No.: (480) 733-6661
email: jsbruder@ecoplanaz.com
website: www.ecoplanaz.com
Permit: 2005-028bl

Lisa Folb
Michael Baker Jr., Inc.
1313 E. Osborn Road
Suite 150
Phoenix, AZ 85014
Ph No.: (602) 279-1234
Fax No.: (602) 279-1411
email: lfolb@mbakercorp.com
website: www.mbakercorp.com
Permit: 2005-029bl

Charles Bull
RECON
1927 Fifth Avenue
San Diego, CA 92101-2358
Ph No.: (619) 308-9333
Fax No.: (619) 308-9334
email: cbull@recon-us.com
website: www.recon-us.com
Permit: 2005-031bl

Glenn Darrington
Environmental Planning Group
4350 East Camelback
Suite G-200
Phoenix, AZ 85018
Ph No.: (602) 956-4370
Fax No.: (602) 956-4374
email: gdarrington@epgaz.com
website: www.epgaz.com
Permit: 2005-032bl

Jerry Brian Howard
Howard Archaeological Surveys
3302 North Salida del Sol
Chandler, AZ 85224
Ph No.: (480) 345-2185
Fax No.: (480) 664-5110
email: jbrhoward@aol.com
Permit: 2005-033bl

William H. Doelle
Center for Desert Archaeology
300 E. University Blvd.
Suite 230
Tucson, AZ 85705
Ph No.: (520) 882-6946
Fax No.: (520) 882-6948
email: center@cdarc.org
website: www.cdarc.org
Permit: 2005-034bl

Carl Spath
Greystone Environmental Consultants, Inc.
5231 South Quebec Street
Greenwood Village, CO 80111
Ph No.: (303) 850-0930
Fax No.: (303) 721-9298
email: cspath@greystone.us
website: www.greystone.us
Permit: 2005-036bl

Margerie Green
Archaeological Consulting Services, Ltd.
424 W. Broadway Road
Tempe, AZ 85282
Ph No.: (480) 894-5477
Fax No.: (480) 894-5478
email: mgreen@acstempe.com
website: www.acstempe.com
Permit: 2005-037bl

STAFF REPORT

Council meeting of: 10-05-05 Regular Session

Title: Discussion, consideration and possible approval of NF Planning and Development (NFPD) contract to continue assisting the Town in planning and development (This is a budgeted item).

Budgeted item: Yes

Description of Item: Council directed staff at the 9-7-05 meeting to contact the Department of Commerce. Staff has contacted the Department of Commerce and they do not have funds available.

Staff Recommendation:

Comments:

Attachments:

Prepared by: **Bill Lee**

Consultant Agreement

This Consultant Agreement is made and entered into on ____ day of _____, 2005, by and between NF Planning & Development ("NFPD") and the Town of Camp Verde ("Town") for planning and development advisory services. The parties agree as follows:

Section I. Period of Service

This Agreement shall be for the period commencing on the approval date of this Agreement and continuing until the 30th day of December 2006 unless terminated sooner by the parties. This Agreement may be extended beyond the initial term for additional one-year periods by written letter of extension between the parties.

Section II. Compensation

NFPD shall provide consulting services on an "as-needed" basis. The Town and NFPD shall mutually agree upon the specific work product, scope of services and cost in advance of any work performed. NFPD shall obtain prior approval from Bill Lee, Town Manager, to render such services, travel or other costs. Unless otherwise agreed upon in writing, NFPD's hourly billing rate for each of the principals is \$150 per hour, plus expenses. Travel time shall be billed at one-half the normal hourly rate.

Section III. Billing

NFPD shall provide consultant services to the Town, based on the written needs of the Town. All fees and expenses incurred shall be billed on a monthly basis.

Section IV. Scope of Services

NFPD is being retained to provide professional services to the Town for the assistance in the preparation of a redevelopment plan, annexation agreements, and other planning and economic development related services as directed by the Town Manager. All work to be in accordance with the degree of care and skill, which a professional in Arizona would exercise under similar circumstances. In the execution of this work, NFPD may be called upon to perform the following types of work:

- Planning, Design and Development advisory services to the Town including but not limited to:
 - Conduct public workshops
 - Prepare concept plans
 - Preparation of Request for Proposals
 - Preparation of a draft ordinance to create a Central Business District.

- Annexation opportunities
- Evaluation of development proposals and proforma, including preparing options to improve the Town's position in the proposed development.
- Attend Town Council and Board & Commission meetings, assisting the Town in addressing development proposals.
- Preparation of draft Development and Disposition Agreements for and in conjunction with the Town's legal counsel and outline potential financial implications and economic benefits to the Town.
- Assist in the negotiation of such development agreements for the Town.
- Provide advice to the Town Manager and Council about such development agreements.
- Such other services that may be defined by the Town Manager or Designee during the term of this Agreement.

Section V. Termination

The Town Manager and/or NFPD may cancel this Agreement at any time, for any reason. However, In the event that this Agreement is terminated, for any reason, the Town shall pay NFPD in full for all services already rendered, and all future obligations under this Agreement shall cease.

Section VI. Successors and Assigns

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

Section VII. Waiver and Severability

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

Section VIII. Whole Agreement

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

Section IX. Construction

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

Section X. Professional Liability Insurance

For the purposes of this agreement, NFPD shall serve as advisors to the Town, acting as agents of the Town. Based upon the scope of work that is anticipated, the parties agree that professional liability insurance is not required. The Town shall indemnify NFPD in all manners relating to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this the ___ day of _____, 2005

Town of Camp Verde:

By _____
Bill Lee

NFPD:

By _____
Steve Nielsen

REVIEW DRAFT

Camp Verde Redevelopment Plan Schedule

August 05

Aug 10th – Meeting with Staff to review outcome of property conditions survey and redefine study area, scope and work assignments.

Work Tasks:

- Complete Mapping of Property Survey Results – CV Staff
- Print maps in large format for meeting purposes - mounted on foam-core board – 36” X 36”
- Print maps in 8-1/2” X 11” format for distribution purposes
- Prepare Property Survey Summary & Definitions Report – NFPD
- Prepare draft Council Resolution of Necessity for Legal Counsel Review – NFPD
- Prepare draft Property Owner’s Meeting Notice for Legal Counsel Review – NFPD
- Prepare packet of sample goals, objectives, policies and standards for Redevelopment Plan for presentation and review with PAC at their Sept. 13th meeting – NFPD
- Schedule & post notice of Sept. 13th – 3pm PAC meeting – CV Staff

Sept. 13th -3:00pm– Project Area Committee Meeting

- Review results of Property Survey and Identify Property Owner Issues.
- Review Town Resolution of Necessity.
- Review Redevelopment Plan Meeting Schedule
- Overview of Goals, Objectives, Policies and Standards for Redevelopment Plan. Scope.

Committee Action: Recommendation to Town Council to adopt Resolution of Necessity.

Work Tasks:

- Schedule & post notice of Sept. 27th – 3pm PAC meeting – CV Staff
- Schedule, post notice and direct first class mail notice of Sept. 29th Property Owner’s Meeting & October 5th Town Council Meeting – must be posted and mailed by Sept. 15th – CV Staff
- Prepare draft Council Report on Resolution of Necessity – NFPD (report due by Sept. 21st)
- Prepare final Council Report & Resolution of Necessity for Council adoption at their Oct. 5th meeting - Legal Counsel & CV Staff (report & resolution due by Sept. 28th)

Sept 27th -3:00pm– Project Area Committee Meeting

- Discuss and draft preliminary Goals, Objectives, Policies and Standards for Redevelopment Plan.

Work Tasks:

- Schedule & post notice of Oct. 11th – 3pm PAC meeting – CV Staff

Sept 29th -6:30pm– 1st Property Owners Meeting

- Present Overview of Redevelopment Area Planning Process
- Review results of Property Survey and Identify Property Owners Issues.
- Review Town Resolution of Necessity.
- Review Redevelopment Plan Meeting Schedule

Oct. 5th -Town Council Meeting

- Adopt Resolution of Necessity - defining redevelopment area as “Slum & Blighted” and in need of redevelopment, authorize staff to prepare a redevelopment plan. Note this requires 2/3 vote (5 out of 7) of Council, so a full Council is necessary.

Work Tasks:

- Prepare rough draft Redevelopment Plan – NFPD
- Review and edit rough draft Redevelopment Plan – CV Staff

Oct. 11th -3:00pm – Project Area Committee Meeting

- Review rough draft of Redevelopment Plan
- Refine Goals, Objectives, Policies and Standards for Redevelopment Plan.

Work Tasks:

- Place Agenda Item on Oct. 13th P&Z Commission for introductory discussion of Redevelopment Plan. – CV Staff
- Schedule & post notice of Oct. 25th – 3pm PAC meeting – CV Staff
- Prepare 2nd draft Redevelopment Plan – NFPD
- Review and 2nd rough draft Redevelopment Plan – CV Staff

Oct. 13th – Planning & Zoning Commission Meeting

- Present Overview of Redevelopment Area Planning Process
- Review P&Z responsibility under State law.

Oct. 25th -3:00pm – Project Area Committee Meeting

- Review 2nd draft of Redevelopment Plan
- Refine Goals, Objectives, Policies and Standards for Redevelopment Plan.

Work Tasks:

- Schedule & post notice of Nov. 8th – 3pm PAC meeting – CV Staff

- Prepare final draft Redevelopment Plan – NFPD
- Review and edit final draft Redevelopment Plan – CV Staff
- Prepare draft Council Resolution for adoption of Redevelopment Plan for Legal Counsel Review – NFPD
- Prepare draft 2nd Property Owner Meeting Notice for Legal Council Review – NFPD

Nov. 8th -3:00pm – Project Area Committee Meeting

- Review final draft of Redevelopment Plan

Committee Action: Recommendation to Town Council to adopt Redevelopment Plan.

Work Tasks:

- Schedule, post and direct first class mail notice of Nov. 22nd – 6:30pm Property Owners and general public Open House review of PAC recommended Redevelopment Plan – CV Staff
- Prepare Redevelopment Plan & presentation Materials for Open House – NFPD & CV Staff

Nov. 22nd -6:30pm – Property Owners Open House / Project Area Committee Meeting

- Public review and comment on PAC recommended Redevelopment Plan

Work Tasks:

- Schedule, post notice and direct mail notice of Dec 7th (first public hearing) & Dec. 21st (2nd public hearing & adoption) Town Council Meetings – must be posted and mailed by Nov. 23rd – CV Staff
- Prepare draft Council Report and Resolution for adoption of Redevelopment Plan – NFPD (report & resolution due by Nov. 23rd)
- Prepare 1st Hearing Council Report & Resolution for Council review at their Dec. 7th meeting and approval and adoption of the Redevelopment Plan at their Dec. 21st meeting - Legal Counsel & CV Staff (resolution due by Nov. 30th)

Dec. 7th -Town Council Meeting (1st public hearing)

- Hold public hearing for comment on the proposed adoption of the Redevelopment Plan.

Work Tasks:

- Prepare final Council Report & Resolution for Council review, approval and adoption of the Redevelopment Plan at their Dec. 21st meeting - Legal Counsel & CV Staff (due by Dec. 14th)

Dec. 21st -Town Council Meeting (2nd public hearing)

- Hold public hearing for comment prior to approval of Resolution Adopting the Redevelopment Plan. Note this requires 2/3 vote (5 out of 7) of Council, so a full Council is necessary.



1819 E. Velvet Drive, Tempe, Arizona 85284
480.734.1389

August 24, 2005

Mr. Bill Lee
City Manager
Town of Camp Verde
P.O. Box 710
Camp Verde, Arizona 86322

Completion of Work Proposal – Camp Verde Redevelopment Plan.

Dear Bill:

The following is an estimate of the work hours and cost remaining to complete the Downtown Redevelopment Plan for the Town of Camp Verde. If you concur with this work proposal, please indicate same with your signature below.

Estimated time and Costs Remaining:

Staff Consultation	10 hours
Preparation & Facilitation of 5 PAC Meetings	20 hours
Preparation of Draft Redevelopment Plan	40 hours
Draft Plan Revisions	10 hours
Preparation & Facilitation of Property Owners Meeting	3 hours
Preparation and Presentation at 2 P&Z Commission Meetings	3 hours
Preparation and Presentation at 3 Town Council Meetings	<u>4 hours</u>
Subtotal	90 hours - \$13,500

Expenses Estimate:

Travel (12) trips, Printing & Graphics Materials	\$3,900
Subtotal	- \$ 3,900

Remaining Work Estimated Costs: - \$17,400

Sincerely,

Steve L. Nielsen
Principal

Approved:

Bill Lee, Town Manager

STAFF REPORT

Council meeting of: 10-05-05 Regular Session

Title: Discussion, consideration, possible direction to staff regarding Ordinance 2003-A261 regarding how it pertains to the Trails and Pathways Committee.

Budgeted item: N/A

Description of Item: Staff was directed at the 9-28-05 meeting regarding discussion of the policy regarding appointments of individuals residing outside the set boundaries

Staff Recommendation:

Comments: Staff has contacted the City of Sedona and they do allow citizens outside there city boundaries to serve on certain boards and commissions, however they have a limit of two.

Attachments:

Prepared by: **Bill Lee**

ORDINANCE 2003-A261

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
AMENDING TOWN CODE SECTION 4-1-B SELECTION OF NEW MEMBERS.**

Whereas, Article 4-1 of the Town Code of the Town of Camp Verde provides for qualifications, organization, duties, and general meeting procedures for boards and commissions of the Town, and

Whereas, it would be in the best interest of the public to allow consideration of citizens outside the Town limits to serve on certain Town Boards, Commissions or Committees where there are no other applicants, or for other reasons Council may wish to consider,

NOW, THEREFORE, be it ordained by the Mayor and Common Council of the Town of Camp Verde that Section 4-1-B of the Town Code is amended as follows:

Section 1. Section 4-1-B Selection of New Members of the Town Code is amended to read:

B. Selection of New Members. Prior to the expiration of terms for board and commission members, the Council shall call for letters of interest from the general public. Such letters shall be filed with the Town in accordance with the time lines and other related procedures established by the Council. Membership requirements for appointees are subject to the requirements established in the appropriate resolution or ordinance that created the board or commission. The Council may establish any other requirements at the time such appointments are sought for the purpose of aiding the Council in completing the selection process. Any member of a board or commission appointed by the Council shall reside within the corporate limits of the Town. HOWEVER, COUNCIL MAY WAIVE THE RESIDENCY REQUIREMENT WITH GOOD CAUSE, EXCEPT FOR APPOINTMENTS TO THE PLANNING AND ZONING COMMISSION, BOARD OF APPEALS, BOARD OF ADJUSTMENTS AND HOUSING COMMITTEE. If a member holding a position relocates outside of the Town limits, other than within 90 days from the end of the appointed term, he or she shall resign from the board or commission.

Section 2. All ordinances, or parts of ordinances, and specifically including Ordinance 2002-231, adopted by the Town of Camp Verde, in conflict with the provisions of this ordinance or any part of the code adopted herein by reference, are hereby repealed, effective as of the day this ordinance is effective.

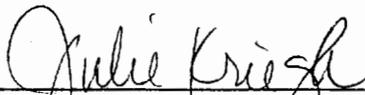
Section 3. This ordinance is effective upon completion of publication and any posting as required by law.

**PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona,
this 3 day of December 2003.**

Approved as to Form:

Date Dec. 4, 2003

Attest:


Julie Kriegh, Town Attorney


Mitch Dickinson, Mayor


Deborah Barber, Town Clerk

COUNCIL STAFF REPORT

Council meeting of:	10-5-05 Regular Session
Title:	Discussion, consideration, possible direction to staff regarding advantages and disadvantages of increased sales tax in the amount of one half cent, in lieu of an impact fee.
Budgeted item:	N/A
Description of Item:	Council has been discussing impact fees. An alternative to impact fees would be a one half cent increase in sales tax. This would result in an annual increase of approximately \$300,000 per year.
Recommendation:	
Comments:	This agenda item is intended to discuss the relative merits of sales tax versus impact fees to finance public services and infrastructure.
Attachments:	No
Prepared for:	HOWARD PARRISH