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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, NOVEMBER 15, 2023 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/84820696060?pwd=V3Y0bXhiRGY0dk9mQmtESmNiQmc2QT09>

One Tap Mobile: 1-669-444-9171 or 1-669-900-9128

Meeting ID: 848 2069 6060

Passcode: 597003

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. **Call to Order**
2. **Roll Call.** Council Members: Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore, and Mayor Dee Jenkins.
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Regular Session – November 1, 2023 Page 5
 - b) **Set Next Meeting, Date and Time:**
 - 1) Regular Session – Wednesday December 6, 2023 at 6:30 p.m.
 - 2) Regular Session – Wednesday December 20, 2023 at 6:30 p.m.
 - c) **Approval of Resolution 2023-1124; A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Approving and Authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the Town of Camp Verde and the State of Arizona Department of Revenue for the Administration, Collection, Audit, and Licensing of Transaction Privilege Taxes, Use Taxes, Severance Taxes, Jet Fuel Excise and Use Taxes and Rental Occupancy Taxes imposed by the State, Cities or Towns.** Staff Resource: Mike Showers Page 15
5. **Call to the Public or items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment

about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))

6. Special Announcements and Presentations:

- None

- 7. Discussion, Consideration, and Possible Renewal of Town Magistrate Gary Horton's agreement.** Staff Resource: Ted Soltis Page 59
- 8. Discussion, Consideration, and Possible Action to approve the Mayor to sign a letter supporting the University of Arizona's USDA Meat and Poultry Processing Program grant request for a meat processing facility in Camp Verde.** Staff Resource: Molly Spangler Page 63
- 9. Discussion, Consideration, and Possible Award of Bid #23-183, Grief Hill Trailhead Improvements Project to Ligon Excavation in the amount of \$120,225.54.** Staff Resource: Martin Smith Page 65
- 10. Discussion, Consideration, and Possible Award of Bid #23-182, Sports Complex Water Main Installation Project to Ligon Excavation in the amount of \$174,905.78.** Staff Resource: Martin Smith Page 91
- 11. Discussion, Consideration, and Possible Approval by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for a letter of endorsement to be signed by the Mayor supporting Conservation agreements for citizens of the Town of Camp Verde.** Staff Resource: John Knight Page 127
- 12. Discussion, Consideration, and Possible Adoption of Ordinance 2023-A486, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for a zoning map change from M1 to C3 for approximately 0.63 acres, specifically described in Exhibit A (currently parcel 403-23-104H), located at 284 North Homestead Parkway.** Staff Resource: Cory Mulcaire Page 131
- 13. Summary of Current Events.** The Town Council and the Town Manager 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 not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing

Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation.

14. **Adjournment**

Note: Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the purpose of discussion or consultation for legal advice with the Town Attorney as permitted by A.R.S. § 38-431.03(A)(3). Any other executive sessions will be separately included on the agenda above if an executive session will be held at the meeting.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. Pursuant to Town Code, Section 2-3-7.1 the Mayor shall call for a vote of the Council to allow the meeting to continue past the deadline of 10:00 p.m. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on 11-09-2023 at 4:00 p.m.

Cindy Pemberton

Cindy Pemberton, Town Clerk

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DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, NOVEMBER 1, 2023 at 6:30 P.M.

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. **Call to Order** Mayor Dee Jenkins called the meeting to order at 6:34 p.m.
2. **Roll Call.** Council Members: Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore, and Mayor Dee Jenkins.

Also Present. Town Attorney Trish Stuhan, Town Manager Ted Soltis, Recording Secretary Mary Frewin, Town Clerk Cindy Pemberton, Assistant Clerk Jadie Edwards.

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

a) Approval of the Minutes:

- 1) Regular Session – October 18, 2023
- 2) Special Session Retreat – October 19, 2023

b) Approve the Finance Director to make the attached budget adjustment labeled BAFY23-05 for the FY23 budget year moving \$87,000 of budgeted expenses from Wastewater Fund Depreciation to Water Fund Depreciation.

On a motion by Vice Mayor Moore, seconded by Councilor Escoffier, the Council moved to approve the consent agenda, with corrections to the minutes.

Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor Murdock: Aye
Mayor Jenkins: Aye
Vice Mayor Moore: Aye
Councilor McPhail: Aye
Councilor Godwin: Aye

Motion Carried 7-0.

5. **Call to the Public or items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))

Charlotte Salsman spoke regarding 7th Street and Holloman. She noticed that there are uncut tree branches that hang out into the street, making it hard to see. She feels it is dangerous, and would like to see the Town maintenance workers trimming the trees. Additionally, she shared that there is a home near the area that has an abundance of cars on their property, and they stick out too much near the road.

6. **Special Announcements and Presentations:**

- **Proclamation Designating November 1, 2023 as Extra Mile Day.**

Mayor Jenkins proclaimed November 1, 2023 as Extra Mile Day.

There was no representative in attendance.
Councilor Murdock explained Extra Mile Day.

- **Board of Adjustment Quarterly Report.** Staff Resource: John Knight

Community Development Director John Knight shared that there wasn't too much to report for Quarter 3 for Board of Adjustments and Appeals. They had one meeting, which was an appeal on the motocross. Additionally, their Chairman has moved to Oregon.

- **Planning and Zoning Quarterly Report.** Staff Resource: John Knight

Mr. Knight introduced the Chairman and Vice Chairman of the Planning and Zoning Commission – Chairman Drew Faiella and Vice Chairman Todd Scantlebury.

Mr. Faiella, Chairman, shared with Council that in the Quarter 3 they had a Work Session and three Regular Sessions. The Commission found the Work Session to be very helpful. It was a presentation from Staff on current code enforcement activities. Additionally, they had a meeting where they declined a rezone, as they didn't find it to be appropriate for the neighborhood. They also had another meeting where they approved a Vet Clinic. Lastly, they had a third meeting, where they recommended approval for a use permit for an RV Park.

Though they recommended this, they are very concerned about the water and wastewater usage, infrastructure availability for the Town, and landscaping and open space. Having this come before them brought them to realize that there's a lot of work to be done on the Town code as it pertains to RV's.

7. Discussion, Consideration, and Possible Approval of Ordinance 2023-A484, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona pertaining to the National Flood Insurance Program, adopting by reference Flood Insurance Study, Flood Insurance Rate Maps, and floodplain management regulations; providing for repeal of conflicting ordinances; providing for severability; providing penalties; and superseding Ordinance 2015-A413. Staff Resource: Jeff Low

Utilities Director Jeff Low presented to Council. He shared that the Federal Emergency Management Agency has notified the Town of a new flood insurance rate map that will become effective on February 8th, 2024. Prior to approval of the new map, the Town must adopt floodplain management regulations that meet the National Flood Insurance program regulations. The Arizona Department of Water Resource State Floodplain Administrator has reviewed and approved the tax updated floodplain ordinance. He has provided them with information on these changes.

Mayor Jenkins wondered if they would be given updated paperwork without the red lines. Mr. Low said he will provide them with a final version.

Councilor Escoffier felt the presentation was very straightforward and liked the idea that the Town is not assuming the responsibility of floodplain management, as it is expensive.

On a motion by Councilor Escoffier, seconded by Councilor Godwin, the Council moved to approve Ordinance 2023-A484, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona pertaining to the National Flood Insurance Program, adopting by reference Flood Insurance Study, Flood Insurance Rate Maps, and Floodplain Management regulations; providing for repeal of conflicting Ordinances; providing for severability; providing penalties; and superseding Ordinance 2015-A413.

Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor Murdock: Aye
Mayor Jenkins: Aye
Vice Mayor Moore: Aye
Councilor McPhail: Aye
Councilor Godwin: Aye

Motion Carried 7-0.

8. Discussion, Consideration, and Possible Approval of Resolution 2023-1122,

a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting fees for Town Water and Wastewater Services for fiscal years 2023-2024, 2024-2025, 2025-2026, 2026-2027, and 2027-2028; and superseding Resolution 2018-1001. Staff Resource: Jeff Low

Mr. Low introduced Dan Jackson from Economist.com, who has been hired to complete the 2023-2024 Water and Wastewater rate study and long-term financial plan for the Town's Water and Wastewater services. Mr. Jackson presented to the Council on prospective new rates on May 25th and August 16th. A notice of intent for the proposed Water and Wastewater rate fees and service charges were issued and posted on the Town's website, a newspaper advertisement and press release were published in the Verde Independent and a notice of intent for the proposed utility rate increases has been posted on the Town website and social media. Information was presented to the Views HOA and meetings were held with several citizens, and a public open house was completed on October 26th. Town staff gathered public input on the rate increase and educated citizens on why the rate increases were needed.

Mr. Jackson presented to the Council via a PowerPoint Presentation. He previously presented to the Council a Water and Wastewater Study and Long-term Financial planning for the Town. His presentation this evening covered information on the public hearing process, additionally he reiterated points he made in his last presentation to Council on why they're talking about rate increases, what the rate increases are for, and what the benefits of such a rate plan will be. Mr. Jackson does not feel that the Town has the proper data now to do a volume-based wastewater rate, though he does think they should do it eventually.

Vice Mayor Moore wondered how it's possible that they don't know how many wastewater accounts that they have.

Finance Director Mike Showers explained that they do understand how many accounts they have, but the confusion comes in with places like Verde Ranch RV Park. Though there are 420 individual units, they are considered 1 account. This is why averages don't line up.

Councilor Baker asked Mr. Showers to clarify a few things. They've had the Sewer Department for a few years, so she wondered when they will try to solidify this confusion on the accounts and do whatever study that is necessary in order to move in to a better and fair rate system for users.

Mr. Showers said having a use-based rate would be beneficial for those in the Town that make the necessary usage changes to conserve water, but also could be detrimental for the water fund if a significant portion of the Town were to do it. They have delayed adding wastewater, to see what the impact of the new rate changes on the water system would be.

Councilor Baker understood and wants to be fair to the citizens and wants them to have a heads up on when wastewater rates would be changing too.

Mr. Showers said they could always recommend to Council that staff bring back information on wastewater. It's not something they want to rush, but they do need to start thinking about it. She thanked Mr. Showers for the work that he and everyone else is doing on the new rates.

Mr. Jackson continued his PowerPoint presentation, sharing with the Council on growth in the Town, current water usage in the Town, and proposed rates to adopt. Mr. Jackson shared that they have to balance the desire to keep rates low, with the need to invest in their water system to ensure that it operates properly. The investment in their system is driving the need for this new rate plan. He presented to Council their recommended adjustments moving forward. He shared that there are many benefits in adopting new rates. These recommend rates will allow for them to cover all their operating costs and ensure the financial health of the utility, and most importantly, it'll give them the opportunity to invest \$24 million in the future of Camp Verde.

Councilor Godwin shared that if they do the conservation plan, the marijuana grow facilities might help the Town, as they use quite a bit of water. These grow facilities are not taxed, though they pull as much water as they want. She thinks the conservation option is a good way to go.

Blue Cards:

Charlotte Salsman commended Mr. Jackson for his presentation. She is not a fan of the rate increases, but understands they need to happen. She requests that Council take the conservation route. She would like to have a 2,500 rate. She also would like to see the wastewater side of things sped up, as she's currently paying the same rate as her neighbor who has 5 people in their home, while she lives alone.

Sharon Rubalcava would like to see this all done on a basis of usage, not units. She does not like that as a household of two, she pays the same as a household of 5. She, too, would like to see Wastewater done faster.

Devon Dahl uses less than 2,000 gallons and doesn't feel that it's fair to pay for a 5,000-gallon minimum, when he'll never use that much. He would like to see another level.

Vice Mayor Moore wondered if it's possible to put together a report that shows the Council how many users are using under 2,500 gallons a month. This would show them if there's a need in the community. She also feels that while people are not very happy with where they're at on wastewater, people will be a lot less happy if they move too quickly and don't do it right.

Councilor Murdock shared that even though the rate is the same for people using less than 5,000 gallons, those who are using less are paying less because they are using less "as per thousand."

Mayor Jenkins clarified that the only way it would make a difference would be if there were another tier with a different rate, however, it might only be pennies and dollars less that they're paying.

Mr. Low shared that he talked to Mr. Jackson, and if they add another tier, it would likely impact how much they get for their overall rates.

Councilor Murdock said it's been an evolving utility system that they have been working at. They have acquired the water company, and the many costs associated with that. And now, they work to find a way to put some money into that system, in which these new rates will help them do that. As for wastewater, they are also working to evolve this system. It has and will continue to take time. She's very proud with where they are at right now with the system. It might not be where they want to be, but they'll get there.

Councilor Escoffier wondered if it would be possible to do a separate rate for those who are on water and sewer.

Mr. Jackson said that they can only have one residential water rate, and it doesn't matter whether the customer has wastewater service or not. It's not allowed under rate making principles. A lot of Cities tie their wastewater charge to water usage because they're able to correlate wastewater accounts to water accounts, which Camp Verde hasn't been able to do. Eventually Camp Verde could do this.

The Council continued to discuss Mr. Jackson's presentation, and the potential rate increases. Mr. Low shared that he and Mr. Showers put a cap of \$85 max on residential Wastewater.

On a motion by Councilor Murdock, seconded by Councilor Godwin, the Council moved to approve Resolution 2023-1122 as presented.

Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor Murdock: Aye
Mayor Jenkins: Aye
Vice Mayor Moore: Aye
Councilor McPhail: Aye
Councilor Godwin: Aye

Motion Carried 7-0.

9. **Discussion, Consideration and Possible Adoption of Resolution 2023-1121, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving Use Permit 20230456, a Use Permit application for Recreational Investment Group LLP for an RV Park for**

property generally located at the Northwest corner of Highway 260 and Dickinson Circle (APN 403-23-151D). Staff Resource: Cory Mulcaire

Town Planner Cory Mulcaire presented to Council on a prospective 133 spot RV park off Dickinson Circle and 260. The Applicant has done all their necessary requirements. This RV Park has also gone before Planning and Zoning, in which they passed it 4-3. The parcel is zoned C-3, so it is a requirement to get a use-permit. There are some topography restraints, they are working through. There is a large wash that runs through the parcel, so they're working with their Engineer to have a good crossing for that. Additionally, they're working with ADOT for a right in/right out. They have met with the tree group to work on landscaping. They have no intention of being a long-term stay RV park. It will be 30 days or less, in which the Town gets 6.65% bed tax, which is a hefty tax benefit for the Town. They are also going to require newer RVs to stay in their park, year 2000 or newer and highway ready. The target completion date is about 12 months from breaking ground.

Councilor Baker wondered why it was a 4-3 vote in Planning and Zoning.

Ms. Mulcaire told her it was water conservation for the landscaping that they were most concerned about.

Mayor Jenkins wondered about the utility situation. Ms. Mulcaire told her that they are very aware that they must put the bore in before they open.

Councilor Murdock doesn't want water conservation to be a reason to hold a developer back. She requested that the applicants give a presentation of the prospective RV park.

Dari Mahboubi, Partner at Recreational Investment Group, joined with Don Nicolini, President of Development, presented with a PowerPoint presentation. Mr. Mahboubi shared with Council their plans with the RV Park. They plan to offer a family oriented, quality vacation spot at an affordable price. He updated Ms. Mulcaire that it would be 136 RV pads. They will be using Town water.

Councilor Murdock wondered if they are in the opportunity zone, in which they are. Additionally, she wondered how big of a bore would be used for the sewer. Mr. Nicolini said their civil engineer is working with city staff to determine that.

Town Attorney Trish Stuhan gave Council input on when and how to approve it tonight with updates.

On a motion by Councilor Escoffier, seconded by Councilor Baker, Council moved to approve Resolution 2023-1121, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving Use Permit # 20230456, a Use Permit application for Recreational Investment Group LLP for an RV Park for property generally located at the Northwest corner of Highway 260 and Dickinson Circle (APN 403-23-151D) with an update exhibit a) letter of intent

specifying no more than 136 RV spaces and an updated exhibit b) site plan, and also including exhibit c) the legal description

Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor Murdock: Aye
Mayor Jenkins: Aye
Vice Mayor Moore: Aye
Councilor McPhail: Aye
Councilor Godwin: Aye

Motion Carried 7-0.

- 10. Summary of Current Events.** The Town Council and the Town Manager 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 not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation.

Council discussed current events including but not limited to: the Verde Glow at Rainbow Acres 50-year celebration; Sustaining Flows meetings; Yavapai Apache Tribal Council Meetings; Teen Game Night; Camp Verde High School Cross Country team; Trunk or Treat; Camp Verde Girls Volleyball; Turquoise Circuit event; the new online complaint process for citizens; NACOG meeting and a need for Head Start employees in Yavapai County; Copper Canyon Fire District; Northern Arizona Municipal Water Users Association; the Greater Arizona Mayor Association;

Council discussed upcoming events including: Guardian Animal Network and Healing River Ranch is having a Fall Gathering and open house on November 4th from 3:00 p.m. – 6:00 p.m.; the APS open house on November 7, 2023; the Verde Valley Transportation meeting November 8, 2023 and the Legislative Summit on November 21, 2023.

Councilor Murdock mentioned a little boy in the community who was diagnosed with T-Cell Leukemia. There are some opportunities for the community to support him and his family while he goes through this. She will follow up with the Clerk's Office, or people can contact her directly.

Town Manager Ted Soltis attended Trunk or Treat and thought it was a fun event. Additionally, the Library hosted a Halloween after party for teens, which he thought was a great idea. He thanked everyone who made these two events possible.

- 11. Adjournment** Mayor Dee Jenkins adjourned the meeting at 8:29 p.m.

Mayor Dee Jenkins

Attest: Town Clerk Cindy Pemberton

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on November 1st, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk

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Agenda Item Submission Form – Section I

Meeting Date: November 15, 2023

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

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Approval of resolution 2023-1124; A RESOLUTION OF THE MAYOR & COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF CAMP VERDE AND THE STATE OF ARIZONA DEPARTMENT OF REVENUE FOR THE ADMINISTRATION, COLLECTION, AUDIT, AND LICENSING OF TRANSACTION PRIVILEGE TAXES, USE TAXES, SEVERANCE TAXES, JET FUEL EXCISE AND USE TAXES AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE, CITIES OR TOWNS.

List Attached Documents: 1) Memo to Council, 2) 2023 IGA, 3) Resolution 2023-1124

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews and comments Completed by:

- ☒ Town Manager: Reviewed ☐ Department Head:
☐ Town Attorney Comments: N/A
☐ Risk Management: N/A
☒ Finance Department
Fiscal Impact:
Budget Code: See attached **Available Balance:** N/A
Comments:

Background Information: This is an update to both the 2015 & 2019 versions of the IGA with the State of Arizona for TPT collection and reporting. This IGA must be approved by Cities and Towns as is. Please see the attached Memo to Council for further information.

Recommended Action (Motion): Approve resolution 2023-1124; A RESOLUTION OF THE MAYOR & COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF CAMP VERDE AND THE STATE OF ARIZONA DEPARTMENT OF REVENUE FOR THE ADMINISTRATION, COLLECTION, AUDIT, AND LICENSING OF TRANSACTION PRIVILEGE TAXES, USE TAXES, SEVERANCE TAXES, JET FUEL EXCISE AND USE TAXES AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE, CITIES OR TOWNS.

Instructions to the Clerk: Requires the signatures of Mayor Jenkins and the Town Attorney on two copies.

October 20, 2023

TO: Mayor and Council

FROM: Finance Director

SUBJECT: 2023 Intergovernmental Agreement with the Arizona Department of Revenue
Providing for Uniform Administration of the City's Transaction Privilege Tax

RECOMMENDATION:

Recommend the approval of an intergovernmental agreement between the Town of Camp Verde and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy taxes imposed by the State or cities or towns.

DISCUSSION:

This intergovernmental agreement (the 2023 IGA) was negotiated with the Department of Revenue (DOR) and Attorney General's office by the City Tax Administrators Council (CTAC) Rulings Group, which includes the League of Arizona Cities and Towns, and with the assistance of several city attorneys and a multitude of tax and IT experts from many municipalities.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires the Arizona Department of Revenue (DOR) to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into an intergovernmental agreement (IGA) with each city and town to clearly define the working relationship between the DOR and Arizona cities and towns.

This IGA establishes the framework for collaboration between the Department and the cities and towns for every aspect of TPT administration. It provides the principles, requirements, and responsibilities of both the City/Town and the Department, and it defines the many specific operational processes related to tax collection, the protection of taxpayer confidentiality, and information security.

The 2023 IGA replaces the 2019 and represents a complete rewrite of the prior Agreement. Great emphasis was placed on improving the thoroughness and consistency of the Agreement as well as minimizing the need to look through multiple sections to answer a single question or resolve a specific issue.

This is a high-level summary of the most notable changes compared to the 2019 IGA:

The new IGA adds or clarifies the definitions of various terms including City Services, Collection, Development Fees, Options Chart, Primary Point of Contact (PPOC), Profile, Independent Contractor, State Tax, Tax Information, Authorized Access Lists, and Qualified Recipients of Information, and all defined terms are now capitalized throughout the Agreement for easy recognition.

Taxpayer confidentiality measures have been significantly strengthened, placing additional emphasis on the protection of Tax Information provided under Arizona statutes, and refining the details surrounding authorized access, disclosure restrictions, and remedies for improper disclosure such as the possible suspension of Tax Information sharing.

New procedures have been established for both the cities and the Department to regularly maintain the Authorized Access Lists that control who can see detailed taxpayer information, including clarifying confidentiality training requirements and adding that all responsibilities and restrictions apply to Independent Contractors in the same manner as they apply to regular employees.

The new IGA addresses the developing scope of city assistance offered to the Department with the addition of delinquent tax collection activities and new collections reports along with new language that covers cities assisting with reviews of selected refund claims. In addition to the services that have long been provided by city and town auditors, these new areas expand the ways that we can partner with the Department, leveraging our personnel to help the DOR achieve more efficient operations.

The 2023 IGA also provides new or improved coverage for several miscellaneous topics including the City/Town's responsibility for reviewing its City Profile and the Model City Tax Code website; workers' compensation issues when sharing office space with other jurisdictions; the expiration, termination, or amendment of the Agreement; and the disclosure of aggregated financial information.

Finally, this version rewrote much of Appendix A regarding the handling and protection of confidential taxpayer information. Changes were made relative to identifying retention requirements and authorized disposal methods, critical information security protocols, and various software system requirements that cities and towns must follow to protect any confidential taxpayer data stored on their computer systems.

FINANCIAL IMPLICATIONS:

This agreement will not result in any budgetary impact to the Town.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF REVENUE AND THE TOWN OF CAMP VERDE

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 15th day of November, 2023, by and between the Arizona Department of Revenue (“Department”) and the town of Camp Verde, an Arizona municipal corporation (“City/Town”). This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit, and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes, and rental occupancy taxes (collectively referred to as “Taxes”) imposed by the State, City/Town, and other Arizona municipalities.

RECITALS

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 *et seq.*) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 *et seq.* was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any Arizona municipality and that the Department and each municipality shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State and Arizona municipalities.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution, or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this Agreement as follows:

1. Definitions

1.1 A.R.S. means the Arizona Revised Statutes.

1.2 Adoption of an Ordinance means final approval by majority vote of the City/Town council.

- 1.3 Ambassador Program** means the Department’s provided structure and support of curriculum related to tax administration and compliance education.
- 1.4 Arizona Management System** means the State’s professional, results-driven management system that focuses on customer value and vital mission outcomes for citizens. The system is based on principles of Lean, a proven people-centered approach that has delivered effective results in both public and private sectors. Lean focuses on customer value, continuous improvement and engaged employees to improve productivity, quality, and service.
- 1.5 Audit** means an examination and verification of accounts and records to determine taxpayer compliance with A.R.S. Title 42 and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.6 City Services** means the Department’s team or successor unit thereof that assists Arizona municipalities with administrative functions and all other activities related to transaction privilege tax licensing, collection, and compliance of any kind. In this Agreement, all references to electronic communications with City Services shall be directed to the team’s address at citiesunit@azdor.gov.
- 1.7 Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.8 Collection** means activities to collect established liabilities for transaction privilege taxes, fees, and related penalties and interest that are due and owing.
- 1.9 Confidentiality Standards** means the standards set forth in A.R.S. § 42-2001 *et seq.*, Model City Tax Code § 510, Appendix A of this Agreement, and such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A of this Agreement.
- 1.10 Development Fees** has the same meaning prescribed in A.R.S. § 42-5075(B).
- 1.11 Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.12 Federal Tax Information (“FTI”)** means Federal income tax returns or return information the Department receives from the Internal Revenue Service, including any information created by the Department derived from that information. Documents obtained from a taxpayer or State income tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any Arizona municipality.
- 1.13 Independent Contractor** means any individual or entity with which City/Town may enter into an agreement to perform transaction privilege tax administration, collection, audit, licensing, and any other related duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- 1.14 Model City Tax Code** means the document defined in A.R.S. § 42-6051.

- 1.15 Municipal Tax or Municipal Taxes** means collectively the transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax imposed by City/Town in accordance with the Model City Tax Code and similar taxes imposed by City/Town pursuant to a City/Town code section outside the Model City Tax Code that are collected via the standard transaction privilege tax return. Unless the context provides otherwise, this definition includes municipal privilege tax, municipal privilege tax license fees, and all related penalties, interest and other similar charges collected by the Department on behalf of an Arizona municipality.
- 1.16 Options Chart** means any chart contained in a section of the Model City Tax Code which identifies the various approved standard Options adopted by an Arizona municipality.
- 1.17 Primary Point of Contact (“PPOC”)** means a designated City/Town representative with the primary responsibility for communicating with the Department and their respective staff on any matters described within this Agreement. The PPOC must be an individual qualified to receive Tax Information under Section 2.1 of this Agreement and be included on the Master Authorization List referenced in Section 2.3 of this Agreement.
- 1.18 Profile** means a dedicated section of the Model City Tax Code that provides specific information for each Arizona municipality, including contact information, applicable tax rates, and amendments and provisions unique to City/Town.
- 1.19 Standard Audit Life Cycle Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities from the assignment of audits through final resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Audit Life Cycle Process Map shall be referred to SMART for resolution.
- 1.20 Standard Authorization List Update Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to keep an updated list of current employees and contractors who are authorized to receive Tax Information consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.
- 1.21 Standard Inter-Jurisdictional Transfer Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to document and authorize the transfer of erroneously reported or

allocated tax from one (1) municipality to another based upon a municipality's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.

1.22 State means the State of Arizona.

1.23 State & Municipal Audit Resolution Team ("SMART") means an advisory committee responsible for resolving issues as set forth in Section 15 of this Agreement.

1.24 State Tax or State Taxes means transaction privilege tax and affiliated excise taxes, including use tax, severance tax, and jet fuel excise and use taxes imposed by the State of Arizona or its counties.

1.25 Tax Information means information deemed confidential taxpayer information protected from disclosure pursuant to A.R.S. § 42-2001 *et seq.* or Model City Tax Code § 510 concerning the business financial affairs or operations of a taxpayer as it relates to Municipal Taxes or State Taxes. Tax Information includes all financial information related to transaction privilege taxes obtained from any source related to an individual taxpayer and all such aggregate financial information related to any group of identified or identifiable taxpayers.

(a) Examples of Tax Information include without limitation:

(1) Any information provided by the Department to City/Town derived from any source including tax returns, reports, tax license applications, and the New License Report or License Update Report; and

(2) Any information received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a transaction privilege tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest, such as the taxpayer's identity; the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, taxes withheld, deficiencies, over-assessments, or tax payments; or whether the taxpayer's account was, is being, or will be examined or subject to audit, desk review, investigation, collection, or processing.

(b) Taxpayer identifying information obtained by City/Town from any source not identified in Section 1.25(a) of this Agreement is not Tax Information for purposes of this Agreement.

- 1.26 Voluntary Disclosure Agreement** means a document used in a voluntary disclosure program designed for eligible taxpayers with exposure for tax liability and/or civil penalties arising from a failure to report and/or pay all Taxes due which allows the taxpayer to come into voluntary compliance.

2. Authorized Access Lists

- 2.1 Statutory Authority:** The disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001 *et seq.*, and, for reporting periods prior to January 1, 2015, by Model City Tax Code § 510.
- 2.2 Qualified Recipients of Information:** The Department and City/Town shall only disclose Tax Information related to State Tax and Municipal Tax pursuant to this Agreement to individuals authorized by law as described in Section 2.1 of this Agreement, including those authorized persons listed on the Authorized Access Lists provided by the Department and Arizona municipalities. Questions related to a listed Department recipient may be directed to City Services at citiesunit@azdor.gov. Questions related to a listed Arizona municipal recipient may be directed to the PPOC of the pertinent Arizona municipality.
- 2.3 Department's Authorized Access List:** Pursuant to Section 2.4(c) of this Agreement, the Department shall maintain, update, and provide a current statewide Master Authorization List of names, job titles, and contact information of the Department staff and Arizona municipal representatives who are authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information from the Department or Arizona municipalities, as defined in the Standard Authorization List Update Process Map. Updates shall be provided on not less than a monthly basis. The Department shall promptly notify Arizona municipalities of any individual whose authorization to receive State Tax and Municipal Tax information has been revoked for any reason.
- 2.4 City/Town's Authorized Access List:** City/Town shall maintain, update, and provide a current Authorized Access List of names, job titles, and contact information for all persons acting on behalf of City/Town authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.
- (a) City/Town shall indicate one PPOC on the Authorized Access List to resolve any administrative issues with the Authorized Access List. At its discretion, City/Town may also indicate an additional individual as a back-up or alternate PPOC.
 - (b) City/Town shall ensure all personnel on the Authorized Access List meet the requirements indicated in the Confidentiality Standards (Appendix A) including completing all required confidentiality training certification and recertification as required from time to time, within the time required by the Department.

- (c) Upon execution of this Agreement and on the first day of each calendar quarter thereafter, City/Town shall email to City Services at citiesunit@azdor.gov a current Authorized Access List of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities, including additions and deletions, changes in job titles, and contact information. City/Town's PPOC shall promptly notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason.
- (d) The Department shall review City/Town's Authorized Access List. If the Department finds that any person on the list has not completed the required confidentiality training in a timely manner or does not meet the Confidentiality Standards in Appendix A of this Agreement, the Department shall notify the City/Town PPOC to resolve the issue. The Department shall not include that person on the Master Authorization List until the issues have been resolved to the satisfaction of the Department.

2.5 Independent Contractors:

- (a) City/Town may at times choose to enter into a contract with an Independent Contractor to perform the transaction privilege tax administration, collection, audit, desk review, licensing, and other duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- (b) In accordance with A.R.S. §§ 42-1004 and 42-6002, no contract with an Independent Contractor may be entered into on a contingency fee basis for the performance of any transaction privilege tax related functions, including but not limited to license inspections, audits, desk reviews, or collections.
- (c) Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract between City/Town and an Independent Contractor, City/Town shall provide a copy of each such contract to the City Services electronically at citiesunit@azdor.gov.
- (d) City/Town shall notify the Department of the expiration, termination, or amendment of any agreement with such Independent Contractors within ten (10) business days of such event.
- (e) In this Agreement it is presumed that any reference to a municipal employee such as a license inspector, auditor, desk reviewer, collector, supervisor, etc., also refers to an Independent Contractor performing that function on behalf of the Department or City/Town.
- (f) An Independent Contractor is subject to all training requirements, authorization limitations, and other privileges and restrictions incorporated into this Agreement or provided in statute in the same form and manner as

such conditions apply to an employee performing the same function on behalf of the Department or City/Town.

- (g) When an Independent Contractor issues any correspondence to a taxpayer on behalf of the Department or City/Town, the Independent Contractor shall expressly identify all of the following on such correspondence: the Independent Contractor's name; the name of the Independent Contractor's firm, if applicable; the Independent Contractor's status as a license inspector, auditor, desk reviewer, or collector acting on behalf of the Department or City/Town; the Independent Contractor's mailing address, telephone number, and e-mail address; and the telephone number and e-mail address of a specific person who is an employee of the Department or City/Town capable of responding to the issues raised in the correspondence for the Department or City/Town.
- (h) The Department and/or City/Town may pursue any remedy authorized by this Agreement or by statute for a violation of this Section by an Independent Contractor.

2.6 Sharing of Authorized Access Lists: The Department shall share the Department's Authorized Access List and the Authorized Access Lists for all Arizona municipalities provided to the Department on the Core SFTP site. The Department shall update the lists on a monthly basis with information provided by each Arizona municipality, or as needed to immediately remove any person whose authorized access has been revoked by the Department or an Arizona municipality.

3. Disclosure of Information by City/Town to the Department or Another Arizona Municipality

3.1 Disclosure and Use of Municipal Tax Information: Any Tax Information released by City/Town to the Department or another Arizona municipality may only be used by persons authorized to receive such Tax Information for tax administration and collection purposes and may not be disclosed to the public in any manner that does not comply with A.R.S. § 42-2003, and/or Model City Tax Code § 510 for reporting periods prior to January 1, 2015. All Tax Information shall be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

3.2 Municipal Ordinances: City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten (10) calendar days of a request for such information from the Department. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (a) Tax Code Changes: City/Town shall provide notice to the Department of any tax code change with a copy of any ordinance adopted by City/Town that imposes or modifies the Municipal Taxes or municipal privilege tax

license fees to be collected hereunder within ten (10) calendar days of adoption of the ordinance. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (1) City/Town agrees that any ordinance that changes a tax rate, Option selection, or includes the addition or removal of a unique Model City Tax Code exception shall take effect on the first day of the month that is at least sixty (60) calendar days after the City/Town council adopts the change. City/Town and the Department recognize there may be occasions when the City/Town council establishes an effective date less than sixty (60) calendar days after adoption. If City/Town chooses to propose an ordinance with an effective date that is less than sixty (60) calendar days after adoption, City/Town shall notify the Department as soon as possible after that choice is made.
 - (2) The Department shall incorporate all ordinance changes into the official copy of the Model City Tax Code within ten (10) calendar days of receipt of notice from City/Town. The copy provided to the Department may be an electronic copy but shall reflect the identical language contained in the version adopted by the City/Town and shall contain the required signatures indicating council approval.
 - (3) The Department shall notify City/Town when the tax code change has been incorporated and City/Town is responsible for confirming the change has been correctly entered in the official copy of the Model City Tax Code.
 - (4) Pursuant to A.R.S. § 42-6052, if City/Town fails to notify the Department of a tax code change within ten (10) calendar days after City/Town council approval, the ordinance shall be considered null and void. All tax code changes described in this Section shall have no effect until reflected in the official copy of the Model City Tax Code.
- (b) Annexation Ordinances: Within fifteen (15) calendar days following the adoption of an annexation ordinance, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov and City Services at citiesunit@azdor.gov. City/Town may provide the Department with a list of businesses subject to Municipal Taxes known to be located in the annexed area.
- (c) Review of the Model City Tax Code: City/Town shall be responsible for reviewing the information contained on its Profile, the Options Charts, tax rates for City/Town, and other information specific to City/Town contained in the official copy of the Model City Tax Code and ensuring it is correct.

City/Town affirms that it has an ongoing obligation to notify City Services of any changes needed to such information at citiesunit@azdor.gov.

- 3.3 Development Fees:** Upon request by the Department to City/Town's PPOC, City/Town shall provide to the Department any information regarding Development Fees imposed by City/Town under A.R.S. § 9-463.05 to assist the Department with the auditing of taxpayers and the ordinary billing and collection of taxes.
- 3.4 Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- 3.5 Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

4. Disclosure of Information by Department to City/Town

- 4.1 Statutory Authority:** The Department may disclose information relating to State Taxes and Municipal Taxes to City/Town pursuant to A.R.S. § 42-2003 if the information relates to a taxpayer who is or may be taxable by a county, city, or town or who may be subject to audit by the Department pursuant to A.R.S. § 42-6002.
- 4.2 Restrictions on Use and Disclosure to Unauthorized Parties:** Any Tax Information disclosed by the Department to City/Town is subject to all restrictions provided for in A.R.S. § 42-2003. Tax Information shall only be used by persons authorized to receive such Tax Information for internal tax administration purposes, including audit, desk review, collection, and licensing activity, and may not be disclosed to the public or any unauthorized party in any manner that does not comply with the Confidentiality Standards (Appendix A).
- 4.3 Liability for Improper Disclosure:** The disclosure of confidential information concerning Arizona taxes is governed by A.R.S. § 42-2001 *et seq.*, which strictly controls the accessibility and use of this information. Individuals who receive confidential information relating to State Taxes and Municipal Taxes from the Department are subject to the penalties provided in A.R.S. § 42-2004 and other applicable statutes if they misuse or improperly disclose this information to unauthorized individuals.
- 4.4 Reporting Potential Disclosure Violations/Incidents:** The Department shall not withhold Tax Information from City/Town provided that City/Town complies with A.R.S. § 42-2001 *et seq.*, and the Confidentiality Standards (Appendix A).
 - (a) If City/Town or the Department has information to suggest City/Town or any of its duly authorized representatives has violated A.R.S. § 42-2001 *et seq.* or the Confidentiality Standards (Appendix A), City/Town or the Department shall immediately notify City Services at citiesunit@azdor.gov, the Department's Disclosure Officer at DisclosureOfficer@azdor.gov, and the Department's Information Security Team at InfoSec@azdor.gov.

- (b) City/Town and the Department shall fully cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation and shall promptly address any identified issues.
- (c) The Department's Disclosure Officer and Information Security Team:
 - (1) Shall send written notice to City/Town's PPOC detailing the alleged breach as understood by the Department and request a response to the allegation within twenty (20) calendar days of the date of the letter, and
 - (2) May inspect City/Town's records, facilities, and equipment to determine whether there has been a violation, and
 - (3) Shall review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation prior to issuing any determination, and
 - (4) Shall issue a written determination delivered by certified mail to City/Town regarding the alleged violation within sixty (60) calendar days of the date of City/Town's response letter. If the Department determines that a violation has occurred, the Department shall indicate whether a suspension of information is warranted and the length of the suspension. During the period of suspension, City/Town shall not access information maintained or created by the Department related to City/Town.
- (d) If the Department makes a written determination to suspend sharing of information, City/Town may, within ten (10) calendar days of receiving the written determination, submit a written request to SMART requesting the group review the determination as provided in Section 15 of this Agreement.
- (e) If there is a suspension of Tax Information sharing with City/Town, the Department shall maintain all information collected or created during the suspension period related to City/Town that would otherwise have been shared with City/Town and shall assist City/Town with accessing the accumulated information for City/Town immediately upon termination of the suspension.
- (f) Under no circumstances shall the suspension of any right to receive Tax Information adversely impact the Department's delivery or transfer of any City/Town revenues in any manner.

4.5 Information to be Provided: The Department shall provide information pursuant to A.R.S. § 42-6001(B). The Department shall provide such information as outlined

in Appendix B and elsewhere in this Agreement, which shall only be modified in accordance with Section 4.7 of this Agreement.

- (a) The Department shall not provide Federal Tax Information to City/Town.
- (b) In addition to the information detailed in Appendix B of this Agreement, the Department shall disclose, upon request, the following information to City/Town:
 - (1) Department tax audits, including all information related to all Arizona municipalities included in the tax audit; and
 - (2) Other relevant information necessary for City/Town's tax administration and collection purposes, including all information necessary to verify that City/Town received all revenues collected by the Department on behalf of City/Town.

4.6 Storage and Destruction of Tax Information: All Tax Information provided by the Department to City/Town shall be managed, stored, protected, and destroyed in accordance with the Confidentiality Requirements (Appendix A).

4.7 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B of this Agreement and the JT-1, TPT-2, and TPT-EZ forms in Appendix C of this Agreement (also provided online at www.azdor.gov) meet the specificity requirements of City/Town. The data fields identified in Appendix B and the forms in Appendix C may be revised or replaced only by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.

4.8. Notwithstanding any provision to the contrary, nothing in this Section shall prevent the Department from complying with state information security requirements in the situation of a data breach or similar event.

5. Audit

The Department shall administer audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

5.1 Training: All auditors, desk reviewers, and supervisors shall be trained in accordance with the policies of the Department. Auditors and desk reviewers who have not completed the training may only work in conjunction with a trained auditor or supervisor and cannot be the only auditor or desk reviewer assigned to the audit or desk review. The Department shall do all the following:

- (a) Provide semi-annual audit and desk review training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to any cost for procuring the site and training materials;

- (b) Notify City/Town of any training sessions at least thirty (30) calendar days before the date of the training session;
- (c) Permit City/Town auditors, desk reviewers, and supervisors to attend any scheduled training as space permits at any designated training location;
- (d) Provide additional training, as needed, to inform auditors, desk reviewers, and supervisors regarding changes in State law, the Model City Tax Code, audit and desk review procedures, or Department policy.

5.2 Conflicts of Interest:

- (a) An auditor, desk reviewer, supervisor, or Independent Contractor trained and authorized to conduct an audit or desk review, in addition to the restrictions provided under A.R.S. Title 38, Chapter 3, Article 8, § 38-501 *et seq.*, shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by or in an Independent Contractor relationship with the Department or City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the Independent Contractor relationship with the Department or City/Town.
 - (4) Use information he/she acquires in the course of the official duties as an auditor, desk reviewer, supervisor, or Independent Contractor in a manner inconsistent with his/her official duties without prior written approval from the Department.
 - (5) For a period of one (1) calendar year after he/she ends employment by or an Independent Contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes a formal screen or ethical wall to prevent any sharing of information between the person and the remainder of the firm. Documentation of such formal screen or ethical wall shall be provided by the firm to the Department or City/Town upon request.
 - (6) Receive compensation from a source other than City/Town or pursuant to an agreement with City/Town for the performance of any work or transaction performed expressly on behalf of City/Town.

- (7) Make any representation of being an employee or contractor of City/Town or the Department in marketing and promotional materials soliciting work or transactions to be performed on behalf of a taxpayer or potential taxpayer.
- (b) In addition to any other remedies available to the Department and City/Town by statute and under the terms of this Agreement, the Department may revoke an individual's authority to audit or perform desk reviews on behalf of the Department or City/Town and prohibit the use of any auditor, desk reviewer, supervisor, or Independent Contractor who violates this provision.

5.3 Audits and Desk Reviews:

- (a) City/Town may request the Department conduct an audit or desk review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department and Arizona municipalities shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit or desk review request.
- (b) City/Town may conduct an audit or desk review of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. Before commencing such desk review, City/Town shall submit the request using the Desk Review Approval Excel Sheet. The Department shall provide City/Town with a determination of approval or denial of the request within ten (10) calendar days of the notice from City/Town.
- (c) Except as permitted below, the Department shall conduct all audits and desk reviews of taxpayers having locations in two (2) or more Arizona municipalities. A City/Town auditor may participate in any audit or desk review City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department shall authorize such audits or desk reviews, to be overseen by the Department, unless there is already an audit or desk review of the taxpayer in process, scheduled, or planned, or the Department determines the audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects. The Department shall notify City/Town of its determination within ten (10) calendar days. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department approves the audit or desk review notice.

- (e) In the case of taxpayers doing business in more than one (1) Arizona municipality:
 - (1) City/Town may request the Department conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (2) City/Town may request authorization from the Department for City/Town to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form or the Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within ten (10) calendar days of receipt of the request.
- (f) The Department may deny, in writing, City/Town's request for the Department to conduct an audit or desk review within ten (10) calendar days of receiving the request for any of the following reasons:
 - (1) An audit or desk review is already in process or is scheduled or planned for the taxpayer within six (6) months of the request;
 - (2) The requested audit or desk review would interfere with strategic tax administration planning;
 - (3) The audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two (2) years;
 - (6) The Department lacks sufficient resources to conduct the audit or desk review;
 - (7) The scope or subject of the audit or desk review does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit or desk review for the reasons provided in (f)(6) or (f)(7), and the audit or desk review is not for a taxpayer that only has a business location in City/Town, then City/Town may request to conduct the audit or desk review itself under the

supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until City/Town receives written Department approval.

- (h) Any decision by the Department denying City/Town's request to conduct any audit or desk review may be referred to SMART in accordance with Section 15 of this Agreement.
- (i) All audits or desk reviews conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors and desk reviewers shall be trained in accordance with Section 5.1 of this Agreement.
- (j) The Department may appoint a Department manager to supervise any audit or desk review conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

5.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department shall notify City/Town of all refund requests that are reviewed and approved involving City/Town's Municipal Taxes within thirty (30) calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 5.3 of this Agreement.
- (c) The Department may assign a Department auditor to review requests for refunds. The Department shall notify City/Town of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town within thirty (30) calendar days of initiating the review and may request that City/Town assist with such reviews, with acceptance of such request at the discretion of City/Town. The Department may assign a refund request to a City/Town for review, with acceptance of such assignment at

the discretion of City/Town. The Department may only assign refund requests to City/Town if taxes paid to City/Town are included in the refund request.

- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed Municipal Tax refunds paid by the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

5.5 Protests: Taxpayer protests of audit assessments, desk review assessments, and refund denials shall be directed to the Department. Protests of audit assessments, desk review assessments, and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any protests within thirty (30) calendar days of receipt of the protest.

5.6 Status Reports: The Department shall keep all Arizona municipalities apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting City Services at citiesunit@azdor.gov.

6. Voluntary Disclosure Agreements

The Department may enter into a Voluntary Disclosure Agreement with a taxpayer. A Voluntary Disclosure Agreement may limit the years subject to audit and waive penalties. If the taxpayer discloses to the Department that it owes Municipal Taxes to City/Town, the Department shall notify City/Town of the Department's intent to enter into a Voluntary Disclosure Agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of the identity being disclosed to Department. City/Town may subsequently request an audit of a taxpayer subject to a Voluntary Disclosure Agreement pursuant to Section 5.3 of this Agreement.

7. License Compliance

7.1 License Issuance and Renewal: The Department shall issue new municipal privilege tax licenses and shall annually renew such licenses for City/Town Municipal Tax. The Department shall provide City/Town with information about all persons obtaining and renewing municipal privilege tax licenses as set forth in Appendix B of this Agreement.

7.2 License Checks: The Department and City/Town shall coordinate efforts to conduct mutual tax license compliance checks through canvassing and other compliance methods.

- 7.3 Confidentiality:** Any tax license information City/Town obtains from the Department is confidential and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by City/Town ordinance or policy.
- 7.4 Changes to License Fees:** Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of an ordinance approved by voters in an election) creating or modifying a municipal privilege tax license fee, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to City Services at citiesunit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified tax license fee any sooner than sixty (60) calendar days after the date the Department received the ordinance from City/Town.

8. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

9. Responsibility for Representation in Litigation

- 9.1 Administrative Proceedings:** Pursuant to A.R.S. § 42-6002, the Department shall coordinate the litigation and defense of assessments and refund denials in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit, desk review, or refund review in accordance with the Standard Audit Life Cycle Process Map. The Department shall diligently defend the interests of City/Town and City/Town shall assist the Department in such representation as requested by either party.
- 9.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court, and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.
- 9.3 Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, desk reviewers, supervisors, and other necessary employees are available to assist the Department and the Attorney General through informal interviews, providing documents and records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.
- 9.4 Administrative Decisions:** The Department shall provide a copy of all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department, to City/Town within ten (10) business days after issuance of the decision if City/Town requests to be

included on a distribution list created by the Department for the purposes of disseminating such decisions. City/Town may request to be on the distribution list by contacting City Services at citiesunit@azdor.gov. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

10. Collection of Municipal Taxes

10.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes are required to pay such taxes to the Department utilizing a form prescribed by the Department.

10.2 Delinquent Tax Collections: Pursuant to A.R.S. § 42-6001, the Department shall collect any delinquent Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. In the event this Agreement is terminated, the Department shall continue to collect delinquent Municipal Taxes recorded on the Department's accounting system on behalf of City/Town and distribute any such amounts collected to City/Town.

10.3 City/Town Assistance in Delinquent Tax Collections: To expand the Department's State Tax and Municipal Tax collection efforts by leveraging City/Town resources, City/Town may choose to provide collection efforts by deploying City/Town collectors to work in conjunction with the Department on the following terms:

- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 5.1 of this Agreement.
- (b) **Conflict of Interest:** A collector trained and authorized under this provision to perform collections activity shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one (1) calendar year after he/she ends employment with City/Town.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (5) For a period of one (1) calendar year after he/she ends employment with City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.
 - (c) **Revocation:** The Department may revoke the authorization of City/Town or of any individual City/Town employee to collect obligations under this Section. A revocation determination may be subject to review by SMART upon request by the individual or City/Town.
- 10.4 State of Arizona Liquor License Affidavit:** City/Town may request that the Department issue a liquor license affidavit. The Department shall respond to the request via secured e-mail to indicate the status of completion of the request with a note stating complete, in-process, or unable to complete.
- 10.5 Uncollectible/Discretionary Write-offs:** The Department shall share the annual list of uncollectible/discretionary write-offs of City/Town's Municipal Taxes prior to the write-off event at the end of the fiscal year. City/Town shall have forty-five (45) calendar days to submit feedback.
- 10.6 Remittance:** All amounts collected by the Department for City/Town's Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by Noon on the Monday after the end of the week in which the collections were received by the Department. If the Monday falls on a holiday, payment will be initiated by Noon on the Tuesday after the end of the week in which the collections were received by the Department. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 10.7 Abatement:** Pursuant to A.R.S. § 42-1004, the Department, with the approval of the Attorney General, may abate tax under certain circumstances including Municipal Taxes. During the ordinary course of business, the Department may determine that certain taxpayer accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating Municipal Taxes or closing accounts with Municipal Taxes due. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.
- 10.8 Funds Owed to City/Town:** At all times and under all circumstances, payments remitted by a taxpayer to the Department for City/Town Municipal Taxes shall be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10.9 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected Arizona municipalities shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10.10 Collection Reports: The Department shall keep all Arizona municipalities apprised of the status of every open case in a collection status involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting Cities Collections at citiescollection@azdor.gov.

11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing the official responses to taxpayer ruling requests and requests for interpretation of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. § 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on Arizona municipalities and interpretation of Model City Tax Code. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. This Section is not intended to affect procedures for appeals and litigation as outlined in Section 5.5 and Section 9 of this Agreement.

12. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

13. Inter-Jurisdictional Transfers ("IJTs")

The Department shall administer Inter-Jurisdictional Transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map. The affected Arizona municipalities shall agree on any amounts to be transferred before notifying the Department of such amounts to be transferred under this Section.

14. Education and Outreach Efforts

To further its focus on serving taxpayers and its commitment to funding Arizona's future through enhanced customer service, continuous improvement, and innovation, the Department is expanding its outreach and education program to connect with all citizens of Arizona by strategically working with taxpayer and industry groups, tax practitioners, and Arizona's municipalities to ensure consistent tax education is widely available.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers. Education and outreach programs and content shall be consistent with applicable law and the Department's written guidance.

Increased education and outreach efforts undertaken by the Department and Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasize an ongoing two-way exchange of information, enhance communication on issues of common interest, and promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement an Ambassador Program, whereby the Department provides curriculum, structure, and support for education related to tax administration and compliance. City/Town shall be provided a standard work process when participating in Department-led educational events.

15. State & Municipal Audit Resolution Team ("SMART")

15.1 Members: The SMART committee shall consist of four (4) primary (voting) members representing municipal taxing jurisdictions and four (4) primary (voting) members representing the Department. There shall also be two (2) alternate members representing each party, who are non-voting representatives unless required to vote due to the absence, recusal, or disqualification of a primary (voting) member. All primary and alternate members are required to attend all meetings unless excused.

15.2 Selection: The Director of the Department shall appoint Department employees to serve as primary and alternate members representing the Department. Arizona municipalities shall collectively appoint municipal employees to serve as primary and alternate members representing the Arizona municipalities. The members representing either party may be changed at any time following the standard work process agreed upon by both parties.

15.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented.

15.4 Issues: The Department or City/Town may refer issues to SMART for resolution including but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;

- (e) Suspension of disclosure of Tax Information to City/Town;
- (f) Disagreements regarding proposed changes to the process maps defined in Sections 1.19, 1.20, and 1.21 of this Agreement;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties, subject to the limitations described in Section 29 of this Agreement.

15.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five (5) members of SMART, the Director shall accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five (5) members of the group, the Director or Director's designee may act as they deem to be in the best interests of all parties. Notwithstanding the above, upon request by City/Town, the Director shall submit their decision to the Attorney General's Office for review.

15.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

15.7 Procedures: SMART shall develop procedures concerning the operation of the committee consistent with this Agreement.

16. Funding of Additional Auditors by City/Town

16.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the Parties' intention that any City/Town funding provided pursuant to this Section shall be used to increase the resources and capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

16.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

16.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other Arizona municipalities to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

- 16.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

17. Satellite Offices for Department Auditors

- 17.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one (1) or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this Section shall require the Department to make use of such facilities provided by City/Town.
- 17.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 17.3 Termination:** Once a satellite office is established, City/Town shall provide at least one hundred eighty (180) calendar days' written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 17.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.
- 17.5 Workers' Compensation for Satellite Offices and Certain Site Visits:** If employees of City/Town or Department are working at the facility of the other public agency pursuant to this Agreement, it is agreed that:
- (a) Each employee will be deemed an employee of both public agencies for the purposes of A.R.S. § 23-1022(D) and Arizona workers' compensation laws.
 - (b) Each employee's primary employer (*i.e.*, the State of Arizona for a Department employee, and City/Town for a City/Town employee or Independent Contractor) shall be solely liable for the payment of workers' compensation benefits.
 - (c) Each public agency for which employees of City/Town or Department are working at the facility of the other public agency under this Agreement shall post a notice complying with A.R.S. § 23-1022(E).
 - (d) In all circumstances other than as provided in the foregoing, nothing in this Agreement shall be construed to result in any person being the officer,

agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

18. Non-availability of Funds

Every payment obligation of the Department and City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or municipal privilege tax license fees of City/Town. If funds are not appropriated, allocated, and available, or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State or City/Town, as applicable, in the event this provision is exercised and the State or City/Town, as applicable, shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

19. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

20. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

21. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to: Michael Showers at michael.showers@campverde.az.gov
- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to City Services at citiesunit@azdor.gov.

22. Non-discrimination

ADOR and City/Town shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. ADOR and City/Town also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990. ADOR and the City/Town shall also comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

23. Compliance with Immigration Laws and A.R.S. § 41-4401

23.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214 which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”

23.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

23.3 The Department and City/Town retain the legal right to confirm the authorized presence and work authorization of any employee who works under this Agreement to ensure the Department and City/Town are complying with the applicable Federal immigration laws and regulations, and State statutes as set forth above.

24. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years

(a) after termination of this Agreement, and

(b) following each annual renewal thereof.

All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. § 35-214 and A.R.S. § 35-215.

25. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this

Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of this Agreement.

26. Mutual Cooperation

In the event of a disagreement between the parties regarding the terms, provisions, and requirements of this Agreement, or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate to resolve the said disagreement or deal with the said circumstance.

27. Arbitration

To the extent required by A.R.S. § 12-1518 and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 19 of this Agreement is not considered to be a dispute arising out of this Agreement.

28. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his/her designee and the Mayor of City/Town, his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter to act on behalf of City/Town.

29. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

30. Duration

30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 of this Agreement and continue in force through December 31st of the following calendar year unless canceled or terminated as provided herein. The term of this Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein.

30.2 Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 30.9 of this Agreement shall thereafter be executed by the parties hereto by a separate signed amendment and incorporated herein to be effective during the term of this Agreement and any extensions.

30.3 This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect.

- 30.4** This Agreement shall expire on December 31st of any year the Department is subject to sunset review by the legislature. Upon expiration, cancellation, or termination, any subsequent Agreement must be ratified through signature by both parties.
- 30.5** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty (30) calendar days' notice to the other party. The termination shall become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 30.6** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this Agreement upon such terms and at such time as is mutually agreeable to them.
- 30.7** Any notice of termination shall be mailed and served on the other party in accordance with Section 21 of this Agreement.
- 30.8** In the event of a partial or complete termination of this Agreement, if the parties have shared or exchanged property the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.
- 30.9** During the term of this Agreement, the terms and conditions of this Agreement shall undergo an annual review to be initiated no later than June 1st of each year. The review shall be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

31. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

32. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments, and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

33. Signature Authority

33.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

33.2 This Agreement may be executed in counterpart.

For the Department:

For City/Town:

Signature		Date	Signature		Date
Robert Woods, Director			Dee Jenkins		
Typed Name and Title			Typed Name and Title		
Arizona Department of Revenue			Town of Camp Verde		
Entity Name			Entity Name		
1600 W. Monroe St.			473 S. Main St.		
Address			Address		
Phoenix	Arizona	85007	Camp Verde	Arizona	86322
City	State	Zip	City	State	Zip
RESERVED FOR THE ATTORNEY GENERAL:			RESERVED FOR CITY/TOWN ATTORNEY:		
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. KRIS MAYES The Attorney General BY: _____ Signature Assistant Attorney General Date: _____			This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City/Town Attorney who has determined, on behalf of the City/Town only, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/Town. APPROVED AS TO FORM AND AUTHORITY: BY: _____ CITY/TOWN ATTORNEY Date: _____		

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 “Confidential Information” is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. §§ 42-2001 through 42-2004.
- 1.2 “Tax Information” as defined in this Agreement is Confidential Information.
- 1.3 **Disclosure of aggregated financial information.** Under no circumstance shall aggregated financial information related to transaction privilege taxes allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.
 - (a) Except as provided in Section 1.3(b) of this Appendix, City/Town will disclose aggregated financial information in accordance with the Department’s standard:
 - (1) City/Town shall only disclose aggregated financial information from not less than ten (10) taxpayers within the political boundaries of City/Town.
 - (2) No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group. For example, if one of the taxpayers in the data set represents 90% or more of the data point, then that data point must not be disclosed, regardless of the number of taxpayers.
 - (b) City/Town may disclose its aggregated financial information from less than ten (10) taxpayers provided City/Town first determines the aggregated data could not potentially reveal the financial information of an individual taxpayer. Such a determination shall take all the following into consideration:
 - (1) *Ownership.* All taxpayers with common ownership entities shall be considered a single taxpayer for aggregation purposes; and
 - (2) *Proportionality.* No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group; and

- (3) Any other factor that might allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where City/Town receives, processes, and stores Tax Information and create a plan to adequately secure those areas.
- 2.2 Tax Information must be protected during transmission, storage, use, and destruction. City/Town must have written policies, standards, and procedures to document how it protects its information systems, including Tax Information so that it conforms to the State of Arizona statutes A.R.S. §§ 42-2001 through 42-2004 and policies, standards, and procedures found on the Arizona Strategic Enterprise Technology (“ASET”) website at aset.az.gov/resources/policies-standards-and-procedures or ASET’s successor agency or website and Arizona Department of Homeland Security’s website at <https://azdohs.gov/information-security-policies-standards-and-procedures>.
- 2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing through Tax Information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Tax Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Tax Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Tax Information from an alternative work site must enter into a signed agreement that specifies how the Tax Information will be protected while at that site. Only trusted employees shall be permitted to access Tax Information from alternative sites. Tax Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Tax Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Tax Information.
- 2.7 When transporting confidential materials, the materials should be covered so that others cannot see the Tax Information. When sending Tax Information by fax, a cover sheet should always be used.
- 2.8 Any person with unsupervised access to Tax Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such information and annually thereafter. They must sign

certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification and submit a copy of the certification to the Department.

3. Disclosure of Information

- 3.1 Tax Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Tax Information is protected by statute and, therefore, shall not be disclosed in response to a public records request except as authorized by law. A state agency, including political subdivisions (City/Town), may deny inspection of public records if the records are deemed confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Tax Information may be disclosed by completing an [Arizona Department of Revenue Form 285](#) or [Form 285B](#), or such other form that contains the authorizing information included in those forms. City/Town may contact the Department's Disclosure Officer at DisclosureOfficer@azdor.gov if there are any questions concerning this requirement.

4. Retention and Disposal of Information

- 4.1 All records received from the Department must be kept for the duration of the records retention period as listed in the official records retention schedules approved by the Secretary of State Library Archives and Public Records Division ("LAPR") published on the LAPR website.
 - (a) The Department's custom records retention schedule is published on the LAPR website at apps.azlibrary.gov/records/schedules.aspx.
 - (b) In the event of a legal hold (such as a litigation hold or investigative hold), Department and/or City/Town may be required to retain records beyond the retention period.
- 4.2 The Department and City/Town shall follow the legal requirements for reporting the disposition and destruction of records to the Arizona State Library Archives, & Public Records Division under A.R.S. § 41-151.19. Certificate of Records Destruction Forms are found at: azlibrary.gov/arm/forms.
- 4.3 All removable media containing Tax Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.
- 4.4 Tax Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Tax Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Tax Information may be performed by a third-party vendor.

City/Town must take appropriate actions to protect the Tax Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

- 4.5 Computer system components and devices, such as copiers and scanners, which have been used to store or process Tax Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Tax Information can be restored or recovered.

5. Information Security

- 5.1 Systems containing Tax Information must be protected in accordance with the State of Arizona Policies, Standards, and Procedures that govern State data found at <https://azdohs.gov/information-security-policies-standards-and-procedures>, particularly Policies and Standards 8000-8410 and the Arizona NIST Security Baseline Controls.
- 5.2 City/Town is responsible for creating architectural diagrams of any systems connecting to the Department's systems and depicting the flow of State Tax Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.
- 5.3 Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of Tax Information, data loss, breach, or other security concern regarding Tax Information by reporting the incident to the Department's: 1) City Services Manager by email at citiesunit@azdor.gov, 2) Disclosure Officer by email at DisclosureOfficer@azdor.gov, and 3) Chief Information Security Officer's Information Security Team by email at InfoSec@azdor.gov.
- 5.4 The Department may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store, or transmit any Department data at any time to ensure that Department information is adequately protected. City/Town shall provide audit records and evidence of system and application hardening to the department's information security team upon request. Hardening evidence can include, but is not limited to: RiskSense, CIS benchmarks, SCSEMs, STIGs, or other security best practices. If City/Town hires a third-party for any system or information support, all security provisions apply.

6. Wireless Access (if accessing State Confidential Information from a wireless network)

City/Town must:

- 6.1 Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- 6.2 Authorize wireless access to the information system prior to allowing such connections.

- 6.3 Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

APPENDIX B

REQUIRED REPORTS AND DATA FIELDS

At a minimum, the Department of Revenue shall provide the following reports which display all of fields identified below, per report:

NEW LICENSE REPORT and LICENSE UPDATE REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date

- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts
- Collections

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date

- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

APPENDIX C

REQUIRED FORMS

1. **JT-1 Joint Tax Application for a TPT License**
[ADOR Form 10196](#)
2. **TPT-2 Transaction Privilege, Use and Severance Tax Return (filing periods beginning on or AFTER June 1, 2016)**
[ADOR Form 11249](#)
3. **TPT-EZ Transaction Privilege, Use and Severance Tax Return**
[ADOR Form 11263](#)

RESOLUTION NO. 2023-1124

A RESOLUTION OF THE MAYOR & COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF CAMP VERDE AND THE STATE OF ARIZONA DEPARTMENT OF REVENUE FOR THE ADMINISTRATION, COLLECTION, AUDIT, AND LICENSING OF TRANSACTION PRIVILEGE TAXES, USE TAXES, SEVERANCE TAXES, JET FUEL EXCISE AND USE TAXES AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE, CITIES OR TOWNS.

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services if authorized by their legislative or governing bodies; and

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Arizona Department of Revenue, hereinafter referred to as ADOR, shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns; and

WHEREAS, representatives of ADOR and representatives of Arizona cities and towns, with support from the League of Arizona Cities and Towns, have negotiated the terms of a new IGA to take effect as described within that document, which can be adopted individually by each Arizona city and town, and is the subject of this Resolution.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Camp Verde, Arizona hereby approves the Intergovernmental Agreement between the Town of Camp Verde and the Arizona Department of Revenue for the administration, collection, audit and licensing of transaction privilege taxes, use taxes, severance taxes, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns, and authorizes the following:

1. The Mayor, or their duly authorized agent, shall notify ADOR of the City's desire to enter into an IGA as required by ARS §42-6001, with an effective date as described within that document, together with the encapsulated provisions for annual renewals.

2. The Mayor may enter into the proposed IGA on behalf of the Town of Camp Verde, and execute all such other documents, contracts, amendments and agreements with ADOR as may be necessary to effectuate this agreement.

PASSED AND ADOPTED by the Town Council of the Town of Camp Verde, Arizona this 15th day of November, 2023.

MAYOR

ATTEST:

Town Clerk

APPROVED AS TO FORM:

City Attorney



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date:

- ☐ Consent Agenda ☒ Decision Agenda ☐ Executive Session Requested
☐ Presentation Only ☐ Action/Presentation ☐ Special Session

Requesting Department: Town Council

Staff Resource/Contact Person: Ted Soltis

Agenda Title: Discussion, consideration, and possible renewal of Town Magistrate Gary Horton's agreement.

List Attached Documents: Independent Contractor Agreement

Estimated Presentation Time: 2 Minutes

Estimated Discussion Time: 10 Minutes

Reviews Completed by:

- ☒ Town Manager: Ted Soltis ☒ Town Attorney: Trish Stuhan

Finance Review: ☒ Budgeted ☐ Unbudgeted ☐ N/A

Finance Director Comments/Fund:

Fiscal Impact:

Budget Code: _____ **Amount Remaining:** _____

Comments:

Background Information: Magistrate Gary Horton's two-year Agreement will expire on December 31, 2023. He is requesting a three-year contract with an increase in pay from \$72,800 to \$78,000.

Recommended Action (Motion): Move to approve Magistrate Gary Horton's three-year contract renewal commencing on January 1, 2024 expiring on December 31, 2026.

Instructions to the Clerk: Obtain applicable signatures.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into the date below signed by and between Common Council of the Town of Camp Verde, Arizona, hereinafter referred to as “Council”, and Gary Horton, hereinafter referred to as “Mr. Horton”.

WHEREAS, the Council desires to renew the contract with Mr. Horton as the Town Magistrate of Camp Verde and provide for conditions of Mr. Horton’s service hereunder; and

WHEREAS, Mr. Horton desires to renew the contract with the Town of Camp Verde as Town Magistrate of Camp Verde under the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows:

- I. The Council hereby reappoints Mr. Horton as the Town’s Presiding Magistrate to perform the functions and duties specified in Section 5-2-1 of the code of the Town of Camp Verde and such other reasonable functions and duties as the Council may direct.
- II. This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:
 1. Term. This Agreement shall be effective from the 1st day of January 2024 through the 31st day of December, 2026.
 2. Compensation. Mr. Horton shall be paid the sum of \$78,000 in twenty-six (26) bi-weekly installments and is based on a 28 hour per week which is inclusive of any on-call time, meetings, travel and education that is necessary throughout the year. The expected typical work week will consist of 28-hours per week for the term of this Agreement. Mr. Horton shall be an independent contractor and shall not be an employee of the Town of Camp Verde. As a result, Mr. Horton shall be responsible for all payroll withholdings as required by law and shall be entitled to no employee benefits. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Mr. Horton to resign at any time from the position of Magistrate. In the event Mr. Horton voluntarily resigns as Magistrate with the Town of Camp Verde before expiration of the term of this Agreement, Mr. Horton shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing.
 3. Duties. Mr. Horton shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Mr. Horton shall assist in the preparation of the budget for the municipal court and shall report to the Town Council regarding the state of the municipal court upon request. Mr. Horton shall perform the duties of Presiding Town Court Magistrate pursuant to all laws, ordinances and rules of the State of Arizona, Town of Camp Verde and Arizona Supreme Court. The budget shall include an amount for judge *pro tem* services, and Mr. Horton shall limit his time off during each fiscal year so that the judge *pro tem* budget is not exceeded. He shall devote such time as necessary to cause the Town Court to function in a proper manner and may use assistant magistrates within the constraints of the approved budget of the Town Court.

4. Conditions of Service.

- a. Mr. Horton shall preside as Presiding Magistrate over the Town of Camp Verde Municipal Court System and other assistant magistrates of the Camp Verde Municipal Court whether full time or part time.
- b. Mr. Horton shall at all times ensure that his conduct as Magistrate of the Town Court of the Town of Camp Verde does not violate the Code of Judicial Conduct, Rule 81 of the Rules of the Arizona Supreme Court, dated September 1, 2009, and any other Rule or law governing the conduct of magistrates during the terms of this Agreement.
- c. The Town shall also bear full cost of any fidelity or other bonds required of Mr. Horton under any federal, state or local law or ordinance.
- d. Mr. Horton shall make available to the citizens/customers, a Customer Service Survey evaluation in the lobby of the Camp Verde Court at all times.

5. Training and Support. The Town will pay all necessary dues, membership fees, and publication/subscription fees for legal materials and other required supporting materials, subject to proper budgetary authority. Mr. Horton shall be allowed to attend, at Town expense, the annual Judge' Conference and additional conferences, training sessions, or seminars that are related to the functioning of the Town Court, criminal law, or criminal procedure subject to budgetary approval. The Town shall provide suitable municipal court facilities and staff.

6. Termination. The parties hereto agree that this appointment may be terminated for cause, or by mutual agreement, during the term hereof. Should the Town of Camp Verde determine that cause for termination may exist, it shall provide not less than ten (10) days written notice to Mr. Horton setting forth the specific cause and a time and place for a hearing. At any hearing so established, Mr. Horton may be represented by independent legal counsel, have the benefit of full disclosure as to said cause, may call witnesses on his own behalf, and shall have the right of cross examination of any witnesses called on behalf of the Town of Camp Verde.

IN WITNESS WHEREOF, the Town of Camp Verde has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and Mr. Horton has signed and executed this agreement.

DATED this _____ day of _____, 2023

APPROVED:

Dee Jenkins, Mayor

ATTEST:

Cindy Pemberton, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney

ACCEPTED:

Gary Horton, Town Magistrate

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Agenda Item Submission Form – Section I

Meeting Date: Town Council, November 15, 2023

- ☐ Consent Agenda ☒ Decision Agenda ☐ Executive Session Requested
☐ Presentation Only ☐ Action/Presentation ☐ Work Session

Requesting Department: Economic Development

Staff Resource/Contact Person: Molly Spangler, Economic Development Director

Agenda Title (be exact): Discussion, consideration, and possible action to approve the Mayor to sign a letter supporting the University of Arizona's USDA Meat and Poultry Processing Program grant request for a meat processing facility in Camp Verde.

List Attached Documents: Draft Letter of Support

Estimated Presentation Time: 1-2 minutes

Estimated Discussion Time: 5 minutes

Reviews and comments Completed by:

☒ Town Manager: Ted Soltis ☒ Department Head: Molly Spangler

☐ Town Attorney Comments: _____

☐ Risk Management: _____

☐ Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments: _____

Background Information:

The University of Arizona (U of A) is applying for an USDA Meat and Poultry Processing Program grant for an amount around \$3M. As you may remember, the U of A was allocated \$9.7M from the State of Arizona for this proposed meat processing facility. The grant will be used to address additional costs related to facility construction and equipment necessary to complete the project.

The Town will not be the grant recipient, nor will the Town be providing any matching funds for this grant. This request is only for a letter of support of U of A's grant application.

Recommended Action (Motion): Approval for the Mayor to sign a letter supporting the University of Arizona's USDA Meat and Poultry Processing Program grant request for a meat processing facility in Camp Verde.



Town of Camp Verde

◆ 473 S. Main Street, Suite 102 ◆ Camp Verde, Arizona 86322 ◆
◆ Telephone: 928.554-0000 ◆ Fax: 928.567.9061 ◆
◆ www.campverde.az.gov ◆

November 15, 2023

Dr. Karama Neal
Administrator
USDA Rural Business-Cooperative Service

RE: USDA Meat and Poultry Processing Program Grant Request for a Meat Processing Facility in Camp Verde, AZ

Dear Dr. Neal:

The Town of Camp Verde supports the University of Arizona's (U of A) USDA Meat and Poultry Processing Program (MPPEP) grant request for approximately \$3M. In partnership with the U of A, this project will result in the construction and operation of a USDA-inspected meat processing facility in Camp Verde, AZ. This facility is intended to serve the dual purposes of providing a custom harvest and processing facility for area ranchers as well as serving as a teaching facility for training personnel in the skills of animal harvest and meat processing.

The Town adopted a five-year community and economic development strategic plan in 2022 and this project aligns with the plan's vision of *"preserving our rich cultural history, agrarian heritage and natural resources while fostering a strategically designed, resilient economy that supports a quality of life that enables our community to thrive."* The Town understands this project will serve our community and region in a few ways. The facility will make meat processing more accessible to our local and regional cattle growing industry. Through a partnership between the U of A and Yavapai College, the facility will also offer workforce training as these skills are not prevalent in the region. A meat processing facility can facilitate value-added revenue streams and opportunities for business growth for our local and regional ranchers.

The Town of Camp Verde aspires to long-term fiscal sustainability. We work to do this through our investment in infrastructure, investing in our residents' quality of lives, and thoughtful economic development. This project has the potential to enhance our agricultural industry and create employment opportunities for our residents.

Thank you for your consideration of this grant request. If you have any questions, please feel free to reach out to our Town Manager, Ted Soltis, at (928) 554-0001.

Sincerely,

Dee Jenkins
Mayor



Agenda Item Submission Form – Section I

Meeting Date:

- ☐ Consent Agenda ☒ Decision Agenda ☐ Executive Session Requested
☐ Presentation Only ☐ Action/Presentation ☐ Work Session

Requesting Department: Public Works

Staff Resource/Contact Person: Martin Smith, CIP Project Manager

Agenda Title (be exact): Discussion, Consideration, and Possible Award of Bid #23-183, Grief Hill Trailhead Improvements Project to Ligon Excavation in the amount of \$120,225.54

List Attached Documents: Project contract, Bid results, Contractor itemized bid tabs

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 15 minutes

Reviews and comments Completed by:

- ☒ Town Manager: Ted Soltis ☒ Department Head: Ken Krebs
☐ Town Attorney Comments: _____
☐ Risk Management: _____
☐ Finance Department
Fiscal Impact:
Budget Code: 21-801-20-713210 Amount Remaining: \$139,255
Comments: _____

Background Information: Town Council originally approved through Resolution 2020-1058 a partnership with Arizona State Parks and Trails for a grant to make improvements to the Grief Hill Trailhead. This agenda item is specifically for the installation of concrete improvements necessary to further develop the trailhead. These improvements will include the installation of an ADA compliant parking slab, concrete sidewalk, and four (4) concrete ramada pads. Staff published this project for open bid and received two (2) responsive bids. The low bid was from Ligon Excavation in the amount of \$120, 225.54. These costs are not covered by the State Parks grant and will be the responsibility of the Town. This expense will be funded with ARPA funds.

Recommended Action (Motion): Move to award Bid #23-183, Grief Hill Trailhead Improvements Project to Ligon Excavation in the amount of \$120,225.54.

Instructions to the Clerk:

AGREEMENT GENERAL PROVISIONS

Project Description

The Contractor shall provide the necessary labor, materials (not otherwise specified as supplied by the Town), equipment, fixtures, licenses, insurance, bonds, permits, and services required to complete Project Number 23-183 known as "Grief Hill Trailhead Improvements Project", which is the construction of a concrete ADA parking slab, concrete sidewalk, and concrete ramada pads at the Grief Hill Trailhead off Cherry Creek Road, Camp Verde, Arizona, in accordance with the Plans, Specifications, and Agreement documents. The project consists of the concrete flatwork improvements and related work as required.

The successful Contractor/Bidder and its Subcontractors will be required to:

- Have a current State of Arizona contractor's license for the work being performed under this Agreement
- Have or obtain a Town of Camp Verde Business License- this applies to all Contractors and Subcontractors
- Abide by all Agreements/Agreement Documents
- Provide adequate personnel, time, and equipment to assure completion of the work in a timely manner that coincides with the Project needs and agreed upon schedules.
- Hold the Town of Camp Verde harmless for his or her failure to comply with any parts of this agreement and all safety, health, insurance, and other requirements on the part of themselves, their employees, or subcontractors.

General

- a. The Contractor shall obtain all necessary permits, insurance, bonds and licenses, as required for the Project. The Town of Camp Verde will waive all Permit Fee's. All work to be performed under the Agreement shall be authorized by the Public Works Department.
- b. Contractor shall assign a competent and qualified superintendent who shall represent the Contractor on site at all times Work is being done, even at times the Work is being done solely by subcontractors. This Project superintendent shall be able to adequately communicate with the Town Project Manager and Public Works Staff.
- c. Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Agreement, in whole or in part, without the prior written approval from the Town of Camp Verde. No such written approval shall relieve the Contractor of any obligations of this Agreement, and any transferee shall be considered an agent of the Contractor and bound to perform in accordance with these Agreement Documents.
- d. All work shall be conducted in a workmanlike, professional manner according to standard industry practices and as required by these Agreement documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques and procedures, and for coordinating all portions of the Work under this Agreement, unless the Agreement Documents, Plans, or specifications give specific instruction concerning these matters.
- e. The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors on the Project. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.
- f. The Contractor shall provide adequate personnel, time, and equipment to assure completion of the Work in a timely manner that coincides with the Project needs and agreed upon schedules.

Personnel

- a. The Contractor represents that he/she has, or will secure at his own expense, all qualified personnel required in performing the services or Work under these Agreement Documents.

- b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Town of Camp Verde. Any work or services subcontracted hereunder shall be only allowed under a written agreement between the Contractor and the Town of Camp Verde or by a qualified Subcontractor included on the Subcontractor List within this Agreement. Any Subcontractor performing Work on this Project shall be subject to each and every provision of this Agreement.
- d. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, marital status, age, or disability under section 504 of the ADA.
- e. The Contractor agrees where possible through a "good faith effort" to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this Project and, where a contract is awarded, to ensure that minority/women/disadvantaged-owned business enterprises have the opportunity to participate in the performance of work under this Agreement.
- f. The Contractor is solely responsible for any criminal or unlawful acts by his personnel or Subcontractors and their personnel while on the Project or Project grounds.

Work Site Safety

- a. Contractor shall take all necessary precautions for the safety of all personnel on the job site and shall comply with the Agreement Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of persons lawfully on the site of the Work, including both workers and the public against any hazards created by the construction. The contractor shall furnish adequate facilities, as required, for the Town of Camp Verde's representative, agents and invitees to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. As required, access to the site and surrounding area for fire and emergency equipment will be maintained at all times. The Contractor is responsible for assuring that all safety requirements per the Occupational Safety and Health Administration (OSHA) are met throughout the duration of the Project.
- b. Contractor is responsible to maintain continuous and adequate protection of the Work and adjoining TOWN property during the course of construction and to mitigate any adverse impacts or anticipated adverse impacts to the Project and adjacent property brought about by activities, equipment, labor, utilities and materials on the site including those caused by authorized changes, which may affect cost, schedule or quality. In the event the Contractor damages any property, the Contractor shall at once notify the Town of Camp Verde, provide all pertinent facts relating to such property damage and make arrangements for a remedy acceptable to the Town of Camp Verde or adequate restitution.
- c. In an emergency affecting the safety of life, the Work, property, or of any adjoining property, the Contractor, without special instruction or authorization from the Town of Camp Verde's Representative or Agent, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Town of Camp Verde's Agent or Representative.
- d. Contractor shall confine equipment, storage of materials and operation of Work to the limits directed by Town of Camp Verde's Representative or Agent and shall follow the Town of Camp Verde's instruction regarding use of the Project premises.
- e. Contractor shall be responsible for the security of equipment and materials on the jobsite and shall do their utmost to prevent damage to all during construction. The Contractor shall be responsible for the adequate replacement or repair of any damages items, equipment, and materials on the jobsite for the duration of the Project.

- f. All demolition/removal included in this agreement shall be in accordance with all laws, rules and regulations in regards to safety, insurance, and local ordinances. Items removed shall be disposed of or salvaged in the manner denoted on the construction plans.
- g. Automotive vehicles and other mechanized equipment are to be locked and/or disabled when parked and unattended to prevent unauthorized use. The Town of Camp Verde shall not accept any liability or responsibility in any damage which may be sustained by any vehicle, machinery, or equipment; or injury to any employee, agent, representative or guest of the Contractor, regardless of cause.

Subcontractors

- a. All subcontractors shall be subject to the approval of the Town of Camp Verde. The Contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and of those persons either directly or indirectly employed by those subcontractors, to the same extent as the Contractor's own personnel. The fact that the subcontractor is approved by the Town of Camp Verde shall not affect the Contractor's responsibility in this regard.
- b. The Contractor shall bind every subcontractor to all terms and conditions contained in these Agreement Documents applicable to the Work. The subcontractor assumes all the obligations and responsibilities that the Contractor assumes toward the performance of the subcontractor's portion of the Work.
- c. Nothing contained in these Agreement Documents shall be construed to create any contract between the Town of Camp Verde and the subcontractor.
- d. Subcontractors shall obtain current Town of Camp Verde Business License.

Site Protection/Restoration

- a. The Contractor shall be responsible for verifying and maintaining existing site conditions. Site cleanliness and the Stormwater Pollution Prevention Plan (SWPPP) and its Best Management Practices and Reporting is to be maintained at a level satisfactory to the Town of Camp Verde and in compliance with the Plans and Specifications on a daily basis. Any costs for site clean-up or SWPPP maintenance and repair incurred by the Town of Camp Verde due to the Contractor not performing these tasks on a daily basis, shall be charged to the Contractor.
- b. The Contractor shall protect from damage all existing improvements, utilities, vegetation, etc., and shall repair damage resulting from failure to comply with requirements of this Agreement or the failure to exercise reasonable care in the performance of the Work, at no cost to the Owner.
- c. Littering of the site shall not be permitted. All waste materials shall be promptly disposed of in a proper manner and removed from the site by the Contractor. At the end of each day, the Contractor shall clean areas where Work is taking place so that no accumulation of any debris occurs. Any hazardous waste caused by or resulting from the Work shall be disposed of in compliance with all applicable laws and regulations.
- d. Upon completion of the Project the Contractor is to remove any Contractor's tools, construction equipment, machinery, etc. and leave the site free of debris, dirt and aggregate piles, waste materials and litter.
- e. Contractor shall obtain the Town of Camp Verde's written consent prior to bringing onto the Work site any environmental pollutants or hazardous substances, or hazardous materials. The Contractor, at all times, shall:
 - I. Properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state and local laws and regulations; and

- II. Be responsible for any/all spills, releases, discharges, or leaks of or from environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- III. Promptly clean up, without cost to the Town of Camp Verde, such spills, releases, discharges, or leaks to the Town of Camp Verde's satisfaction and in compliance with all federal, state and local laws and regulations;
- f. As part of the Final Completion notice, the Contractor shall notify the TOWN that all environmental pollution caused by the Contractor, or those under his supervision, has been disposed of in accordance with all applicable rules, regulations, laws and statutes of all agencies having jurisdiction over such environmental pollution.
- g. The Contractor shall immediately notify the Town of Camp Verde of any hazardous substance(s) which the Contractor causes, discovers or encounters during performance of the Work required by this Agreement. The Contractor shall immediately cease working in the area of the Project where a hazardous substance(s) has been caused or discovered. The Contractor shall then notify the Town of Camp Verde of the hazardous substance(s). Upon being notified by the Contractor of the presence of hazardous substance(s) on the Project site, the Town of Camp Verde shall arrange for proper removal, remediation and/or disposal of such hazardous substance(s). Items caused by the Contractor shall be the financial responsibility of the Contractor once remediated by the Town of Camp Verde.

Administration of the Agreement

- a. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall have access to the Work at all times.
- b. A. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will act on behalf of the Town of Camp Verde to provide administration of this Agreement during construction and through the two-year Warranty period of the Work. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff may rely on his Designee(s) to perform these tasks.
- c. The Contractor shall keep one copy of the complete Agreement Documents on site throughout the Project, including the Plans, Specifications, Change Orders and Addenda, in good order and marked "current" recording all field changes and selections made during construction, and provide access to these documents to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee(s).
- d. The Town of Camp Verde Public Works Department, Town Project Manager, and/or his designee(s) will visit the site at intervals appropriate to the stage of completion of the Work to be informed of the progress and quality of the Work completed and to determine if the Work performed is in accordance with these Agreement Documents. The Town of Camp Verde will neither have control over or charge of, nor be responsible for the construction means, method, techniques, sequence or procedures in connection with performance of the Work except where applicable.
- e. Communications from the Contractor seeking information about the plans, specifications, submittals required by this Agreement, materials testing, measurement of Work for payment, schedule and schedule changes, progress of the Work, correction of defective Work, punch lists or similar technical matters shall be directed to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee as directed. These type of communications by or with subcontractors and material suppliers shall be through the Contractor.
- f. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will review and certify the amounts due the Contractor and certify the Contractor's Request for Payment on a monthly basis.

- g. The intent of these Agreement Documents is to provide for the construction and completion of this Project in every detail of the Work described. Defective Work shall be corrected at the Contractor's expense. Work done and materials furnished shall be subject to inspection and/or observation and testing by the Public Works Department, Town Project Manager or his designee(s) to determine if they conform to these Agreement Documents. Contractor shall remove, replace or repair all Work that has been deemed non-conforming by the Public Works Department and/or any Work damaged during the performance of any remediation. Inspection of the Work by the Public Works Department or his designee(s) does not relieve the Contractor of responsibility for the Work being in conformance with these Agreement Documents or further inspection.
- h. The Public Works Department or his designee(s) shall have the right under this Agreement to stop Work or order the suspension of any activity where in their judgment, the Contractor or persons for whom the Contractor is responsible are in violation of the terms of this Agreement or conduct themselves in a manner that is deemed by the Public Works Department or his designee(s) to be hazardous to any persons, the Project, or any property.
- i. The Contractor shall perform no portion of the Work for which these Agreement Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective required submittal has been approved by the Public Works Department.

Payment

- a. A monthly estimate of work completed and total monthly cost of materials delivered to the work site shall be made by the Contractor to the Town of Camp Verde for pay request at the end of each Project month.
- b. Payment will be made to the Contractor only once the Public Works Department reviews the monthly pay request made by that Contractor and deems the work progress and delivered materials are as presented in the pay request and that required/necessary items are certified.
- c. The Public Works Department will issue a written finding setting forth any items not approved for payment within a specific pay request with reason(s) for the non-approval.
- d. The Town of Camp Verde shall retain 10% of the amount of each payment request as a guarantee for complete performance of this Agreement. When the Agreement is 50% complete in pay request amounts, the Contractor may request the Public Works Department to approve a one-time payment of one-half (50%) of the amount previously retained. Thereafter, only 5% shall be retained from any future payment requests providing the Contractor is making satisfactory progress. These remaining retention funds shall be paid to the Contractor within sixty days after the filing of the notice of completion of the Agreement.
- e. If the Contractor is required to submit certifications of payroll, use of American Iron & Steel, etc. for periodic payment requests, these certifications shall accompany that specific pay request or the payment for that request will not be approved by the Public Works Department and the payment will be withheld until such time that these required certifications are received. Once these required certifications are received, the payments will await the next Town of Camp Verde accounts payable cycle and will be paid at that time.

Compliance with Federal and State Laws

The Contractor shall comply with the following applicable requirements of federal and state civil rights statutes or rules and regulations when performing the Work within this Agreement:

- a. The Civil Rights Act of 1964, Title VI and 1968, Title VIII
- b. The Americans with Disabilities Act of 1990
- c. The Immigration and Reform and Control Act of 1986
- d. The Drug-Free Workplace Act of 1989
- e. A.R.S. § 34-301, as amended, "Employment of Aliens on Public Works Prohibited"
- f. A.R.S. § 34-302, as amended, "Residence Requirement for Employees".
- g. A.R.S. §41-4401
- h. A.R.S. §23214(A)
- i. All Federal Immigration laws and regulations that relate to their employees

A breach of these Agreement provisions concerning violation of federal labor standards and/or any non-compliance by the Contractor shall constitute a material breach of this Agreement and can be grounds for termination of this Agreement and can result in sanctions, penalties and liquidated damages, and/or debarment of the Contractor. The Town of Camp Verde retains the legal right to inspect the documentation of any of the Contractor's or any Subcontractor's employees who works on this Project to ensure that the Contractor or any Subcontractor is complying with the terms of this Agreement. The Contractor agrees to assist the Town of Camp Verde in regard to any such documentation requests and inspections.

Reports and Information

The Contractor, at such times as the Town of Camp Verde may require, shall furnish the TOWN such periodic reports or other items as it may request or require pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred being the Contractor's responsibility in connection therewith, and any other matter covered by this Agreement. These reports or items may consist of Certified Payroll Reports, manufacturer certifications, shop drawings, as-built plans, monthly payment requests, etc., as required by these provisions and this Agreement.

Records Maintenance and Retention

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Work under this Agreement and such other records as may be deemed necessary by the Town of Camp Verde to assure proper accounting for all of the Project funds. These records will be retained for two years (the term of the required warranty) after the expiration of this Agreement unless permission to destroy them is granted by the Town of Camp Verde.

Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Town of Camp Verde.

Copyright

No reports, plans, shop drawings, as-built drawings, wiring schematics, operations and maintenance information and manuals, or other documents produced in whole or in part under this Agreement having to do with any portion of the Work shall be the subject of an application for copyright by or on behalf of the Contractor. The Town of Camp Verde shall be the sole owner of all of these documents and shall be provided with them prior to the Final Project Approval.

Interest of Members of the Town of Camp Verde Governing Body and Employees

No member of the governing body of the Town of Camp Verde and no other officer, employee, or agent of the Town of Camp Verde who exercises any functions or responsibilities in connection with the operation of the Town of Camp Verde in whole or part, shall have any personal financial interest, direct, or indirect, in this Agreement. The Contractor shall take appropriate steps to assure that this conflict of interests does not occur.

Agreement Period / Liquidated Damages

- a. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Public Works Department before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Public Works Department, the pre-construction meeting shall then be scheduled. The Project Work Schedule must illustrate Work by significant Project components, subcontractors, and any long lead items or time-consuming portions of the Work. The primary purposes of the Project Work Schedule are to: demonstrate that the Contractor has a reasonably achievable plan to complete the Work; permit the Town of Camp Verde to schedule other items around and after the Work completion; and to permit the Town of Camp Verde to schedule testing, inspections, observations and reviews.
- b. The Contractor shall update the Project Work Schedule to reflect any delays or changes and review these changes in regular meetings with the Public Works Department and Public Works Staff.
- c. The Town of Camp Verde or Public Works Department may grant requests for extensions of time within this Agreement if delays of the Work are unavoidable such as: inclement weather for extended periods of time affecting the completion of work, unforeseen problems with ordering of equipment or Project supplies, unforeseen tragedies which may occur due to accidents, etc., delays caused by the Town of Camp Verde, etc. The Town of Camp Verde also reserves the right to deny requests for extensions of time within this Agreement for items that may have been prevented by adequate exercise of care, planning, prudence, foresight and diligence in performance of the Work by the Contractor or Subcontractors.
- d. Contractor shall at all times carry on the Work diligently, without delay and remain punctual to the agreed upon Project Work Schedule to fulfill all the requirements in this Agreement. The Contractor shall commence Work on the site as instructed on the Notice to Proceed, unless directed otherwise by the Public Works Department. The construction period shall be per the agreed upon Project Work Schedule. The Town of Camp Verde will suffer financial loss if the Work is not completed within the time agreed upon. Accordingly, the Town of Camp Verde and the Contractor agree that as liquidated damages for delay, the Contractor and the Contractor's Surety, shall be liable for and shall pay the Town of Camp Verde liquidated damages for each calendar day that expires after the time specified for final/substantial completion within the agreed upon Project Work Schedule until the work is substantially complete and ready for payment.

Changes in the Work

- a. Changes in Plans, quantities, or details of the Work are inherent in the nature of construction. Within the general scope of this Agreement, the Town of Camp Verde may require changes during construction including but not limited to:
 - I. Modification of Specifications and design
 - II. Increase or decrease in quantities
 - III. Increase or decrease in the amount of Work
 - IV. Addition or elimination of any Work item in total or part

V. Acceleration or delay in performance of Work

- b. Any necessary adjustment of the Agreement time, plans, quantities, or details of construction as a result of a Change Order must be agreed upon by the parties prior to the start of the Change Order Work.
- c. If any Change Order causes an increase or decrease in the Contactor's cost or time to complete the Work, the Contractor must submit a written request setting forth the changes, and shall include all time and cost impacts. The Contractor shall provide this information within 15 days after their receipt of the Change Order as ordered by the Town or their request for a Change Order to the Town. The request shall include claims of subcontractors, suppliers or manufacturers with full support for the additional time and/or costs.
- d. Change Orders shall be compensated or deductions made on the basis of the actual, reasonable and allowable costs for overhead, profit, and all direct costs of labor, equipment, and material furnished on the Work and as agreed upon in the Change Order Request(s).

Warranty of Work

Neither the final certificate of payment nor any provision of the Agreement Documents shall relieve the Contractor from responsibility for Defective Work, and the Contractor shall warrant against and correct all Defects that appear in the Work within a period of **two years** from the date of the written notice of completion by the Town of Camp Verde.

Within this Warranty period, the Town of Camp Verde shall provide the Contractor notice of any defects with reasonable once noticed. The Contractor shall perform warranty work correcting the defects within a reasonable agreed upon time after the Town of Camp Verde's notice, in no case shall this period of time exceed the amount of time agreed upon.

This provision does not negate guarantees or warranties for periods longer than two years including without limitation such guarantees or warranties required for specific installations, materials, processes, equipment or fixtures.

Licenses, Bonds, and Insurance

The Contractor shall include their Arizona Registrar of Contractors License Number as requested on the attached forms within this bidder packet. Prior to the issuance of the Notice to Proceed, the Contractor shall supply the Town of Camp Verde with all Arizona registrar of Contractors License Numbers for all Subcontractors working on this Project. The Contractor and all Subcontractors must have or obtain a current Town of Camp Verde Business License prior to commencement of this Project.

Bonds

A Bid Bond in the amount of 10% of the written, submitted Bid shall be included with the Bid Packet Submittal. A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for the Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

Insurance

The Contractor is responsible for obtaining Certificates of Insurance and corresponding endorsement(s) establishing that the Contractor and all subcontractors have complied with insurance requirements as stated below. Copies of General Contractor's Certificate(s) of Insurance and corresponding endorsement(s) shall be forwarded to the Risk Manager via the Public Works Department. Insurance Carrier(s) shall be lawfully authorized to do business in the State of Arizona and possess an "A-" or better A.M. Best rating.

The Contractor shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, Attn: Risk Manager, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322.

General Liability: Insurance provided hereunder shall protect the CONTRACTOR, subcontractor, subordinate contractor and the TOWN from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this Agreement.

The CONTRACTOR shall have general liability coverage on a *per Project basis, per-occurrence, and in comprehensive form*.

At a minimum, the CONTRACTOR shall provide general liability and excess General Liability coverage in the following amounts:

\$1,000,000 per occurrence/\$2,000,000 Aggregate with a corresponding endorsement naming the Town of Camp Verde as the additional insured.

Automobile: Shall be in the amount of \$1,000,000 with a corresponding endorsement naming the Town of Camp Verde as the additional insured

Workers' Compensation Insurance (Statutory): CONTRACTOR, subcontractor and any/all subordinate subcontractors, shall furnish to the Town with satisfactory proof that he or she has, for the period covered under the Agreement, full Workers' Compensation coverage for all persons whom the contractor may employ directly, or through subcontractors, in carrying out the work contemplated under the Agreement, and shall hold the Town free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors. Coverage Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000.

Builder's Risk Provided by Contractor

Unless otherwise provided, within the General Liability coverage the Contractor shall procure and maintain Builder's Risk Insurance including a Right to Occupy Endorsement in the amount of 100% of the completed Contract Value (replacement cost basis) of the work being performed, as well as, subsequent modifications for the entire Project at the site and coverage for a repeat for all phases of construction should the building be destroyed during construction; with an endorsement naming the Town of Camp Verde as the additional insured. If material suppliers are not insureds under the builders' risk policy, contingent business interruption coverage should be obtained which will cover any loss to a key supplier's facility.

On a **replacement cost basis, any voluntary deductibles shall not exceed \$5,000,** such Builder's Risk Insurance shall be maintained, unless otherwise provided in the Agreement Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Town has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk Insurance shall include interests of the Town, the General Contractor, subcontractors and sub-tier contractors in the Project.

Builder's Risk Coverage shall be on a **Special Covered Cause of Loss Form** and shall include theft, vandalism, malicious mischief, collapse, foundations, construction forms, false-work, debris removal including demolition, increased cost of construction, interruption coverage for soft costs (contractors and owners), not specifically involved in repairing the damaged property (e.g. traditional business expenses and expediting expense, advertising and promotional expenses, commissions or fees for the renegotiation of leases, architect's fees for recreating building design, expenses for additional insurance premiums for the necessary property and liability coverage to be in force for the additional time it will take to finish the Project, interest on construction loans, taxes, and rental of construction equipment, storage, increases in

labor wages, and building materials), flood and earthquake, all below (water and sewer mains/underground pipes, excavations) and above ground structures (site preparation, temporary structures, scaffolding).

Additionally, insured property shall include portions of the work located away from the site, but intended for use at the site (e.g. contractors' tools and equipment, or materials which will not ultimately become part of the structure) and shall also cover portions of the work in transit.

If the Town is damaged by failure of Contractor to maintain insurance as required in this section, then the Contractor shall bear all reasonable costs properly attributable to that failure. The policy shall, specifically, permit partial or beneficial occupancy, at or prior to, substantial completion or final acceptance of the entire work. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use and the Town's Building Official has issued a Certificate of Occupancy (COO). Town and Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse or reduction of insurance.

At any time during the Agreement, the Contractor fails to maintain Builder's Risk Insurance required by the Agreement and with all of the coverages in the amount described above, the Contractor shall so inform the Town as stated in writing prior to commencement of the work.

If the Town is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying Town, then the Contractor shall bear all reasonable costs properly attributable thereto.

Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered.

All deductibles will be assumed by the Contractor. Losses in excess of the deductible insured under the Builder's Risk shall be adjusted in conjunction with the Town.

Any insurance payments/proceeds shall be made payable to the Town subject to requirements of any applicable mortgage clause.

The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-tier contractors in similar manner.

With the execution of this Agreement, **prior to the Notice to Proceed** being issued, Contractor shall furnish to the TOWN any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated.

Contractor shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).

The receipt of any Certificate of Insurance and endorsement does not constitute an Agreement by the Town of Camp Verde that insurance requirements have been met.

Failure of Contractor to obtain Certificates or other insurance evidence from other Sub-CONTRACTORS shall not be deemed a waiver by the Town of Camp Verde.

The Contractor's liability under this Agreement is not in any way limited by the insurance required by this Agreement. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

Assign ability

The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town of Camp Verde thereto: Provided, however, that claims for money by the CONTRACTOR from the Town of Camp Verde under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town of Camp Verde.

DEFINITION OF TERMS:

In the Agreement Documents, the following terms shall be as defined below:

ADDENDUM (ADDENDA) means a change, clarification or addition to the Solicitation documents issued by the TOWN to prospective bidders or proposers prior to the time set for the submission of Offers. An Addendum may also reset the time for the submission of offers.

AGREEMENT, also referred to as Contract, shall mean collectively all of the Agreement Documents included in the Table of Contents within the Bidder Packet or included as formal attachments throughout the bidding process.

AGREEMENT/CONTRACT TIME means the number of Calendar Days, Work Days or Business Days allowed by the Agreement for the performance of the Work and as defined in this specific Agreement. When not otherwise described Contract Time is the number of Calendar Days to elapse between the commencement date given on the formal Notice to Proceed and the date set for Final Completion of the Contract.

AGREEMENT DOCUMENTS means the Solicitation Document and addenda thereto, the Town of Camp Verde Agreement, General Conditions, General Provisions, Special Provisions, the accepted Offer or Proposal, Plans, Specifications, amendments, Notice of Award, Notice to Proceed, all other attachments, and any approved Change Orders.

AGREEMENT PRICE means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

ALTERNATES are distinct packages of Work that form a discrete subpart of the solicitation that are in addition to or in lieu of Work described in the base bid or proposal and which the Owner may, at the Owner's sole discretion, elect to have performed at the price bid or proposed. Alternates may or may not be used to determine the successful bid or proposal. Alternates to be performed may be selected prior to Contract award, at the time of award or after award.

ARCHITECT/ENGINEER, also known as Consultant, means the licensed Design Professional appointed by the TOWN to act in that capacity (Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer).

BUSINESS DAY(S) means every day except Saturday, Sunday, and legal holidays recognized by the TOWN. Unless otherwise specified, a Business day commences at 7:00 am local time and concludes at 5:00 pm local time.

CALENDAR DAY means a period of twenty-four hours commencing immediately after 12:00 am local time and extending until 12:00 pm of the same day. No days are excluded. No adjustment is allowed for the length of the day.

CHANGE ORDER means a written order prepared by the Contractor and submitted to the TOWN for approval requiring a change in the Work within the general scope of the Agreement Documents. The Change Order will quantify any additional costs and /or Agreement time adjustments related to the Change Order. The Change Order shall be signed by the Public Works Department or Authorized Representative, and Contractor.

CONSTRUCTION means the act of performing the Work on the Site of Work.

CONTRACTOR means any legally recognized entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity

possessing the legal capacity to contract to perform services or do a job. Contractor also means the Person awarded the Contract for the Work contemplated.

DEFECT OR DEFECTIVE means not meeting the prescribed professional standard for appearance, quality, function, or performance.

DELAY means an occurrence or an obstacle to performance of the Work that impedes the accomplishment of Work according to the approved schedule at the time that it arises.

DESIGN DOCUMENTS means the documents included in the Agreement that describe or illustrate the technical requirements for the Work to be done.

DESIGN PROFESSIONAL Includes, but is not limited to Architects, Engineers, Landscape Architects, Professional Land Surveyors and Geotechnical professionals and licensed consultants or their designees providing service to any of them. The Owner's Design Professional is the person or entity who signs or seals the Design Documents that have been readied for construction or the Construction Plans. The Town's Engineer or his designee may also serve as a Project Design Professional.

DIRECT COSTS means, unless otherwise provided in the Agreement Documents, the cost of:

- Materials, including sales tax
- Cost of Delivery
- Cost of Labor, including social security, unemployment insurance, and workers compensation insurance
- General Overhead
- Project Specific Liability Insurance
- Bond Premiums
- Rental Cost of Equipment and machinery required for execution of the work
- Additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION means the final completion of all Work requirements under this Agreement to the satisfaction of the Public Works Department in a manner that would allow closure of this Contract/Agreement including the release of the final payment and all retainage.

LIQUIDATED DAMAGES means an amount, stipulated in the Contract, which the parties believe to be a reasonable estimation of the damages which will occur in the event of a breach of this Contract/Agreement, such as an overrun on the allocated time for completion of the Work, inadequate performance or completion of the Work, the use of inadequate or wrong materials, or other Work performance deficiencies that prove unsatisfactory to the Public Works Department.

NON-CONFORMANCE REPORT(S) means a report or reports issued by the Town of Camp Verde that determines, through the Town of Camp Verde's observation, measurement, or testing, that the Work, all or in part, do not conform to the requirements of this Agreement and may result in the suspension of the Work together and/or additional costs to the Contractor related to remediation or removal of all or part of the Work.

NON-CONFORMING WORK means Work, or portions of the Work that do not conform to the requirements of this Agreement. Non-Conforming Work may result in the suspension of work, remediation or removal of the Non-Conforming Work, or adjustment of this Agreement and compensation to the Contractor, with or without impact on Agreement/Contract Time.

NOTICE means a formal written document required by law or by contract to advise the recipient of an occurrence or condition, to claim a right provided by law or by contract, to waive a right provided by law or by contract, to start the running of a period of time or to stop the running of a period of time. Notice

must be in the form required by law or by contract and must be delivered to the person or the address specified within the time allowed. The responsibility for the delivery of Notice rests with the party giving notice. The Notice described in this paragraph shall be delivered, in writing, either in person, email, or US mail, at the address provided for the party receiving Notice in the Agreement, during Business Hours on a Business Day. Unless otherwise specified, a Notice that is correctly addressed and placed in the US Mail with correct postage shall be deemed to have been "given" when placed in the custody of the US Postal Service as shown by a postmark applied by the Postal Service.

NOTICE TO PROCEED means the official written notice from the Town of Camp Verde stating that the Contractor is to proceed with the Work defined in this Agreement. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including this Agreement, performance bond and payment bonds, and certificates of insurance, have been fully executed and submitted to Town of Camp Verde in a suitable form.

OWNER means the Town of Camp Verde for this Agreement.

OWNER'S AGENT means the individual designated by the Town of Camp Verde (Owner) to provide Project management services (usually the Public Works Department and/or his designee).

OWNER'S AUTHORIZED REPRESENTATIVE(S) means individual(s) that are identified in writing by the Town of Camp Verde (Owner) to act on behalf of the Owner to provide some form of Project management services for this Project. Owner may elect, by written notice to the Contractor, to delegate certain Project management duties to more than one party, including without limitation, professional services providers such as Architects or Engineers.

PLAN SET means the drawings, shop drawings, plan additions, etc. and all notes which show the locations, types, dimensions, and details of the Work to be done under this Agreement, including any and all Addenda.

PUNCH LIST means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of this Agreement/Contract.

RECORD DOCUMENT(S) means a document intended to be held for a duration longer than the Agreement Period, which pertains to Work done or to things purchased or installed, including these Agreement Documents, the As-Built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier/manufacturer warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, and certificate(s) of occupancy.

SITE OF WORK means the physical location(s) where the Work takes place as defined by this Agreement. It includes designated real property owned or controlled by the Town of Camp Verde where construction takes place including storage sites, waste areas, fabrication areas and component assembly sites as designated by the Town of Camp Verde.

SOLICITATION DOCUMENT means an Invitation to Bid or Invitation for Bids.

SPECIFICATION(S) means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may,

on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR(S) means a Person/Contractor having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTITUTIONS means items proposed and accepted by the Town of Camp Verde as alternatives to those called for by the Agreement Documents that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Town of Camp Verde or their Authorized Representative.

WORK means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual Work item or all Work items in this Agreement and the carrying out of duties and obligations imposed by the Agreement Documents.

GRIEF HILL TRAILHEAD IMPROVEMENTS PROJECT

23-183

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November, 2023, by and between the **Town of Camp Verde**, Yavapai County, State of Arizona (herein called the "**Town**") acting herein by the **Mayor, Dee Jenkins**, and Common Council, party of the first part, and **Ligon Excavation, Inc.** (herein called the "**Contractor**") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the **Contractor** to render construction services (**Work**) for the Grief Hill Trailhead Improvements Project No. 23-183, located within the Town of Camp Verde, Arizona 86322.

1. Work

The **Contractor** shall complete all **Work** as specified in these bid documents and set forth in the Plan Set, Specifications and Agreement General Provisions attached, or incorporated in this Agreement. The **Contractor** shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement with regards to the performance of the **Work** and the Agreement. This A Works shall be accomplished in the agreed upon time per the Notice to Proceed per these Agreement Documents.

2. Access to Information

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the **Work** outlined in the Plan Set, Specifications and General Provisions have been furnished to the **Contractor** by the **Town** and its agencies. The **Contractor** hereby acknowledges receipt of the same. The **Town** and its agencies will cooperate with the **Contractor** in every way possible to facilitate the performance of the **Work** described herein with regards to any and all information required.

3. Project Manager - Administration

The **Town** has designated the Public Works Department and Town CIP Project Manager, as Project Administrator and Manager for this Project and Agreement. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

4. Agreement Time

Contract time for this project shall be **30 calendar days** to Final Completion. **The improvements must be complete by December 31, 2023.** The Town of Camp Verde Project Manager shall contact the successful Contractor/Bidder once the project is formally awarded by the Town of Camp Verde Council and Mayor. The Project Manager will schedule a pre-construction meeting with the Contractor and Public Works staff. Prior to this meeting, the Contractor shall provide the Town of Camp Verde with performance and payment bonds for the total project as well as a detailed Project Work Schedule. At the pre-construction meeting the Town of Camp Verde Project Manager shall provide the Contractor/Bidder with a formal Notice to Proceed with the project starting dates, term of project, and project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Public Works Department. This will serve to establish a clear understanding of the project start date and completion date for liquidated damages should the Agreement completion date be exceeded by the Contractor due to inadequate performance.

5. **Compensation**

The maximum amount of compensation and reimbursement to be paid to the **Contractor** for the completion of the **Work** as specified in this Agreement shall not exceed that amount given by the **Contractor** in their formal bid; which has been voted on by the Town of Camp Verde Council followed by their acknowledgement and acceptance by issuing the **Contractor** a formal **Notice of Award** for this Project. Any adjustments to Compensation for change orders or changes made to the **Work** by the **Town** shall be handled under an additional written Agreement between the **Town** and the **Contractor** and follow the Town of Camp Verde Financial Operations Guide and may be subject to approval/disapproval by the Town of Camp Verde Council.

6. **Termination of Agreement**

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

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

- b. The TOWN may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the **Contractor**. If the Agreement is terminated by the TOWN as provided herein, the **Contractor** will be paid for the time expended and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the **Contractor**, all conditions relative to termination given within this Part 6 shall apply.
- c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

7. **Miscellaneous Provisions**

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.

- c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- d. This Agreement represents the entire understanding of the TOWN and **Contractor** as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to this Agreement. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

In order to induce the TOWN to enter into this Agreement, **Contractor** makes the following representation:

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

9. Insurance/Bonding

The **Contractor** shall procure and maintain, at **Contractor's** sole expense, until completion of the Agreement, coverages as specified in the Agreement General Provisions within this Bidder Packet.

Certificate(s) of Insurance naming the Town of Camp Verde as Additional Insured verifying the minimum coverage's specified in the Agreement General Provisions within this Bidder Packet shall be delivered to the Town just prior to issuance of the Notice to Proceed. A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for this Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

10. Indemnity

The **Contractor** agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnities") 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 caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of **Contractor** or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such **Contractor** to conform to any federal, state or local law, statute, ordinance, rule,

regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the Indemnatee, be indemnified by **Contractor** from and against any and all claims. It is agreed that **Contractor** will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the **Contractor** agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the **Contractor** for the TOWN.

11. Agreement Documents

All items and documents contained in or included with or attached to this Bidder Packet are a part of the Agreement Documents and are to be followed and/or completed by those bidding this project as required portions of the Agreement. In the event of conflicts between or among these documents, the documents shall be interpreted in the following order: The Agreement, the Agreement Special Provisions, the Agreement General Provisions, the Plan Set, Project Specifications and Special Notes, the Bid Schedule and Bid Totals, and last the Invitation for Bids; with each specific item or document serving as the most important for its own specific purposes.

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

For the Town of Camp Verde

Approved as to Form:

Town Attorney

Mayor, Dee Jenkins

Attest:

Town Clerk, Cindy Pemberton

For the Contractor:

Contractor's Representative: Signature

Contractor's Representative: Name/Title



Town of Camp Verde

Gateway to the Verde Valley

♦ 395 S. Main Street ♦ Camp Verde, AZ 86322 ♦

♦ Telephone: 928.554.0872 ♦ www.campverde.az.gov ♦

23-183 Grief Hill Trailhead Improvements Project

Bid Opening: October 26, 2023 at 2:00 PM

Contractor	Bid Bond?	Addm 1	Base Bid Amount	Bid Alt Amount
Standard Construction Company, Inc.	Y	Y	\$150,631. ⁸⁰	\$50,000. ⁰⁰
AMMTEC Consultants				
Ligon Excavation, Inc.	Y	Y	\$120,228. ⁶²	\$29,963. ⁷⁴

In Attendance:

Martin Smith - Town of Camp Verde

Dori Blair - Town of Camp Verde

Jessica Clark - Town of Camp Verde

Dezmon Sanchez - Standard Construction



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Grief Hill Trailhead Improvements Project - Itemized Bid Tab

Base Bid

No.	Description	Unit	Quantity	Cost	Total
1	Mobilization	LS	1	\$ 3,568.53	\$ 3,568.53
2	Quality Control / Testing (*See notes below)	LS	1	\$ 10,170.30	\$ 10,170.30
3	Earthwork	LS	1	\$ 39,967.51	\$ 39,967.51
4	Install concrete slab for ramada per details on approved plans	SY	164	\$ 193.51	\$ 31,735.64
5	Install 5' wide concrete sidewalk	SF	630	\$ 14.97	\$ 9,431.10
6	Install concrete ADA parking slab per details on approved plans	SF	522	\$ 27.63	\$ 14,422.86
				Subtotal:	\$ 109,295.94
				10% Owner Allowance:	\$ 10,929.59
				TOTAL:	\$ 120,225.54

Bid Alt. 1

No.	Description	Unit	Quantity	Cost	Total
7	Load and haul asphalt millings from Yavapai County stockpile location on FS136 immediately west of Oasis Road to project site.	CY	500	\$ 23.67	\$ 11,835.00
8	Spread asphalt millings.	CY	500	\$ 36.26	\$ 18,130.00
				TOTAL:	\$ 29,965.00

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.
2. The Town of Camp Verde will provide construction staking and vegetation removal.
3. Materials testing requirements
 - Earthwork / Subgrade
 - 95% MDD compaction in roadway section and within 4' of paved shoulder
 - 90% MDD compaction beyond 4' of paved shoulder
 - Aggregate Base Course
 - 100% MDD at optimum moisture
 - Concrete
 - All concrete shall be 3000 psi. minimum or per approved plans and specifications
 - Testing every 50 CY or daily, whichever is greater
 - Testing to include temperature, slump, air entrainment, and (4) cylinders
 - Asphalt
 - 1 marshall and 1 gradation per day
 - Required compaction: 95% of marshall
 - Density technician must be present for entirety of paving operations



M. J. Jon

Signature of Company Official

President/Owner

Title

Ligon Excavation, Inc.

Company Name

POB 442/ 636 S. McCracken Lane,

Address

Camp Verde, AZ 86322

City/State/Zip

Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

10/26/2023

Date Signed

928-300-2126

Phone Number

NA

Fax Number

Office@LigonEx.com

Email Address



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Grief Hill Trailhead Improvements Project - Itemized Bid Tab

Base Bid

No.	Description	Unit	Quantity	Cost	Total
1	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
2	Quality Control / Testing (*See notes below)	LS	1	\$ 5,500.00	\$ 5,500.00
3	Earthwork	LS	1	\$ 22,000.00	\$ 22,000.00
4	Install concrete slab for ramada per details on approved plans	SY	164	\$ 410.00	\$ 67,240.00
5	Install 5' wide concrete sidewalk	SF	630	\$ 15.00	\$ 9,450.00
6	Install concrete ADA parking slab per details on approved plans	SF	522	\$ 34.00	\$ 17,748.00
				Subtotal:	\$ 136,938.00
				10% Owner Allowance:	\$ 13,693.80
				TOTAL:	\$ 150,631.80

Bid Alt. 1

No.	Description	Unit	Quantity	Cost	Total
7	Load and haul asphalt millings from Yavapai County stockpile location on FS136 immediately west of Oasis Road to project site.	SY	500	\$ 55.00	\$ 27,500.00
8	Spread asphalt millings.	SY	500	\$ 45.00	\$ 22,500.00
				TOTAL:	\$ 50,000.00

Notes:

- All costs provided shall include all applicable taxes, fees, overhead, profit, etc.
- The Town of Camp Verde will provide construction staking and vegetation removal.
- Materials testing requirements
 - Earthwork / Subgrade
 - 95% MDD compaction in roadway section and within 4' of paved shoulder
 - 90% MDD compaction beyond 4' of paved shoulder
 - Aggregate Base Course
 - 100% MDD at optimum moisture
 - Concrete
 - All concrete shall be 3000 psi. minimum or per approved plans and specifications
 - Testing every 50 CY or daily, whichever is greater
 - Testing to include temperature, slump, air entrainment, and (4) cylinders
 - Asphalt
 - 1 marshall and 1 gradation per day
 - Required compaction: 95% of marshall
 - Density technician must be present for entirety of paving operations



Signature of Company Official

President

Title

Standard Construction Company, Inc.

Company Name

810 E. Western Avenue

Address

Avondale, AZ 85323

City/State/Zip

Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

10/26/2023

Date Signed

623-583-9500

Phone Number

N/A

Fax Number

dsutton@standardaz.com

Email Address



Agenda Item Submission Form – Section I

Meeting Date:

- ☐ Consent Agenda ☒ Decision Agenda ☐ Executive Session Requested
☐ Presentation Only ☐ Action/Presentation ☐ Work Session

Requesting Department: Public Works

Staff Resource/Contact Person: Martin Smith, CIP Project Manager

Agenda Title (be exact): Discussion, Consideration, and Possible Award of Bid #23-182, Sports Complex Water Main Installation Project to Ligon Excavation in the amount of \$174,905.78

List Attached Documents: Project contract, Bid results, Contractor itemized bid tabs

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 15 minutes

Reviews and comments Completed by:

- ☒ Town Manager: Ted Soltis ☒ Department Head: Ken Krebbs
☐ Town Attorney Comments: _____
☐ Risk Management: _____
☐ Finance Department
Fiscal Impact:
Budget Code: 04-800-20-804022 Amount Remaining: \$97,678.50
Comments: _____

Background Information: This project is to install a potable water main to service the future concession stand and restroom facility. The Town's original intention was to install a well to provide this water, but it was later discovered that the water from this well would need to be treated for arsenic prior to being potable. The equipment cost for this treatment made a new well cost prohibitive. A cost analysis was performed and determined that installing a potable water main was more efficient and avoided the added cost and maintenance of an onsite water treatment facility.

Staff published this project for open bid and received six (6) bids back from contractors. The low bid was from Ligon Excavating in the amount of \$144,475.05 for the water line installation and \$30,430.73 for the fiber internet conduit installation, for a total project cost of \$174,905.78.

The Town Council previously approved staff to purchase the water main materials for this project on July 19, 2023 in the amount of \$96,041.11. There was a subsequent adjustment of \$6,280.39 to comply with American steel as

specified by the grant making the materials purchase a total of \$102,321.50. This contract will be for the installation of those materials.

In addition to the water main installation the contractor will be installing conduit and pull boxes for a future fiber internet line. The conduit will be placed in the same trench as the water main, saving costs for future trenching. Pull boxes will be strategically placed to make it more efficient to provide internet services to key areas such as the future concession stand, lift station, maintenance facility, etc. The costs shown on the bid tab are for installation of materials to be provided by the Town of Camp Verde. Staff is currently working to source those materials. It is anticipated that the materials for the conduit installation should not exceed \$15,000.

Recommended Action (Motion): Move to award Bid #23-182, Sports Complex Water Main Installation Project to Ligon Excavation in the amount of \$174,905.78

Instructions to the Clerk:

AGREEMENT GENERAL PROVISIONS

Project Description

The Contractor shall provide the necessary labor, materials (not otherwise specified as supplied by the Town), equipment, fixtures, licenses, insurance, bonds, permits, and services required to complete Project Number 23-182 known as "Town of Camp Verde Sports Complex Water Main Installation Project", which is the construction of a potable water main at the Camp Verde Sports Complex, Camp Verde, Arizona, in accordance with the Plans, Specifications, and Agreement documents. The project consists of the installation of 8" and 6" water main and related work as required.

The successful Contractor/Bidder and its Subcontractors will be required to:

- Have a current State of Arizona contractor's license for the work being performed under this Agreement
- Have or obtain a Town of Camp Verde Business License- this applies to all Contractors and Subcontractors
- Abide by all Agreements/Agreement Documents
- Provide adequate personnel, time, and equipment to assure completion of the work in a timely manner that coincides with the Project needs and agreed upon schedules.
- Hold the Town of Camp Verde harmless for his or her failure to comply with any parts of this agreement and all safety, health, insurance, and other requirements on the part of themselves, their employees, or subcontractors.

General

- a. The Contractor shall obtain all necessary permits, insurance, bonds and licenses, as required for the Project. The Town of Camp Verde will waive all Permit Fee's. All work to be performed under the Agreement shall be authorized by the Public Works Department.
- b. Contractor shall assign a competent and qualified superintendent who shall represent the Contractor on site at all times Work is being done, even at times the Work is being done solely by subcontractors. This Project superintendent shall be able to adequately communicate with the Town Project Manager and Public Works Staff.
- c. Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Agreement, in whole or in part, without the prior written approval from the Town of Camp Verde. No such written approval shall relieve the Contractor of any obligations of this Agreement, and any transferee shall be considered an agent of the Contractor and bound to perform in accordance with these Agreement Documents.
- d. All work shall be conducted in a workmanlike, professional manner according to standard industry practices and as required by these Agreement documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques and procedures, and for coordinating all portions of the Work under this Agreement, unless the Agreement Documents, Plans, or specifications give specific instruction concerning these matters.
- e. The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors on the Project. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.
- f. The Contractor shall provide adequate personnel, time, and equipment to assure completion of the Work in a timely manner that coincides with the Project needs and agreed upon schedules.

Personnel

- a. The Contractor represents that he/she has, or will secure at his own expense, all qualified personnel required in performing the services or Work under these Agreement Documents.

- b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Town of Camp Verde. Any work or services subcontracted hereunder shall be only allowed under a written agreement between the Contractor and the Town of Camp Verde or by a qualified Subcontractor included on the Subcontractor List within this Agreement. Any Subcontractor performing Work on this Project shall be subject to each and every provision of this Agreement.
- d. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, marital status, age, or disability under section 504 of the ADA.
- e. The Contractor agrees where possible through a "good faith effort" to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this Project and, where a contract is awarded, to ensure that minority/women/disadvantaged-owned business enterprises have the opportunity to participate in the performance of work under this Agreement.
- f. The Contractor is solely responsible for any criminal or unlawful acts by his personnel or Subcontractors and their personnel while on the Project or Project grounds.

Work Site Safety

- a. Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Agreement Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of persons lawfully on the site of the Work, including both workers and the public against any hazards created by the construction. Contractor shall furnish adequate facilities, as required, for the Town of Camp Verde's representative, agents and invitees to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. As required, access to the site and surrounding area for fire and emergency equipment will be maintained at all times. The Contractor is responsible for assuring that all safety requirements per the Occupational Safety and Health Administration (OSHA) are met throughout the duration of the Project.
- b. Contractor is responsible to maintain continuous and adequate protection of the Work and adjoining TOWN property during the course of construction and to mitigate any adverse impacts or anticipated adverse impacts to the Project and adjacent property brought about by activities, equipment, labor, utilities and materials on the site including those caused by authorized changes, which may affect cost, schedule or quality. In the event the Contractor damages any property, the Contractor shall at once notify the Town of Camp Verde, provide all pertinent facts relating to such property damage and make arrangements for a remedy acceptable to the Town of Camp Verde or adequate restitution.
- c. In an emergency affecting the safety of life, the Work, property, or of any adjoining property, the Contractor, without special instruction or authorization from the Town of Camp Verde's Representative or Agent, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Town of Camp Verde's Agent or Representative.
- d. Contractor shall confine equipment, storage of materials and operation of Work to the limits directed by Town of Camp Verde's Representative or Agent and shall follow the Town of Camp Verde's instruction regarding use of the Project premises.
- e. Contractor shall be responsible for the security of equipment and materials on the jobsite and shall do their utmost to prevent damage to all during construction. The Contractor shall be responsible for the adequate replacement or repair of any damages items, equipment, and materials on the jobsite for the duration of the Project.

- f. All demolition/removal included in this agreement shall be in accordance with all laws, rules and regulations in regards to safety, insurance, and local ordinances. Items removed shall be disposed of or salvaged in the manner denoted on the construction plans.
- g. Automotive vehicles and other mechanized equipment are to be locked and/or disabled when parked and unattended to prevent unauthorized use. The Town of Camp Verde shall not accept any liability or responsibility in any damage which may be sustained by any vehicle, machinery, or equipment; or injury to any employee, agent, representative or guest of the Contractor, regardless of cause.

Subcontractors

- a. All subcontractors shall be subject to the approval of the Town of Camp Verde. The Contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and of those persons either directly or indirectly employed by those subcontractors, to the same extent as the Contractor's own personnel. The fact that the subcontractor is approved by the Town of Camp Verde shall not affect the Contractor's responsibility in this regard.
- b. The Contractor shall bind every subcontractor to all terms and conditions contained in these Agreement Documents applicable to the Work. The subcontractor assumes all the obligations and responsibilities that the Contractor assumes toward the performance of the subcontractor's portion of the Work.
- c. Nothing contained in these Agreement Documents shall be construed to create any contract between the Town of Camp Verde and the subcontractor.
- d. Subcontractors shall obtain current Town of Camp Verde Business License.

Site Protection/Restoration

- a. The Contractor shall be responsible for verifying and maintaining existing site conditions. Site cleanliness and the Stormwater Pollution Prevention Plan (SWPPP) and its Best Management Practices and Reporting is to be maintained at a level satisfactory to the Town of Camp Verde and in compliance with the Plans and Specifications on a daily basis. Any costs for site clean-up or SWPPP maintenance and repair incurred by the Town of Camp Verde due to the Contractor not performing these tasks on a daily basis, shall be charged to the Contractor.
- b. The Contractor shall protect from damage all existing improvements, utilities, vegetation, etc., and shall repair damage resulting from failure to comply with requirements of this Agreement or the failure to exercise reasonable care in the performance of the Work, at no cost to the Owner.
- c. Littering of the site shall not be permitted. All waste materials shall be promptly disposed of in a proper manner and removed from the site by the Contractor. At the end of each day, the Contractor shall clean areas where Work is taking place so that no accumulation of any debris occurs. Any hazardous waste caused by or resulting from the Work shall be disposed of in compliance with all applicable laws and regulations.
- d. Upon completion of the Project the Contractor is to remove any Contractor's tools, construction equipment, machinery, etc. and leave the site free of debris, dirt and aggregate piles, waste materials and litter.
- e. Contractor shall obtain the Town of Camp Verde's written consent prior to bringing onto the Work site any environmental pollutants or hazardous substances, or hazardous materials. The Contractor, at all times, shall:
 - I. Properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state and local laws and regulations; and

- II. Be responsible for any/all spills, releases, discharges, or leaks of or from environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- III. Promptly clean up, without cost to the Town of Camp Verde, such spills, releases, discharges, or leaks to the Town of Camp Verde's satisfaction and in compliance with all federal, state and local laws and regulations;
- f. As part of the Final Completion notice, the Contractor shall notify the TOWN that all environmental pollution caused by the Contractor, or those under his supervision, has been disposed of in accordance with all applicable rules, regulations, laws and statutes of all agencies having jurisdiction over such environmental pollution.
- g. The Contractor shall immediately notify the Town of Camp Verde of any hazardous substance(s) which the Contractor causes, discovers or encounters during performance of the Work required by this Agreement. The Contractor shall immediately cease working in the area of the Project where a hazardous substance(s) has been caused or discovered. The Contractor shall then notify the Town of Camp Verde of the hazardous substance(s). Upon being notified by the Contractor of the presence of hazardous substance(s) on the Project site, the Town of Camp Verde shall arrange for proper removal, remediation and/or disposal of such hazardous substance(s). Items caused by the Contractor shall be the financial responsibility of the Contractor once remediated by the Town of Camp Verde.

Administration of the Agreement

- a. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall have access to the Work at all times.
- b. A. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will act on behalf of the Town of Camp Verde to provide administration of this Agreement during construction and through the two-year Warranty period of the Work. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff may rely on his Designee(s) to perform these tasks.
- c. The Contractor shall keep one copy of the complete Agreement Documents on site throughout the Project, including the Plans, Specifications, Change Orders and Addenda, in good order and marked "current" recording all field changes and selections made during construction, and provide access to these documents to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee(s).
- d. The Town of Camp Verde Public Works Department, Town Project Manager, and/or his designee(s) will visit the site at intervals appropriate to the stage of completion of the Work to be informed of the progress and quality of the Work completed and to determine if the Work performed is in accordance with these Agreement Documents. The Town of Camp Verde will neither have control over or charge of, nor be responsible for the construction means, method, techniques, sequence or procedures in connection with performance of the Work except where applicable.
- e. Communications from the Contractor seeking information about the plans, specifications, submittals required by this Agreement, materials testing, measurement of Work for payment, schedule and schedule changes, progress of the Work, correction of defective Work, punch lists or similar technical matters shall be directed to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee as directed. These type of communications by or with subcontractors and material suppliers shall be through the Contractor.
- f. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will review and certify the amounts due the Contractor and certify the Contractor's Request for Payment on a monthly basis.

- g. The intent of these Agreement Documents is to provide for the construction and completion of this Project in every detail of the Work described. Defective Work shall be corrected at the Contractor's expense. Work done and materials furnished shall be subject to inspection and/or observation and testing by the Public Works Department, Town Project Manager or his designee(s) to determine if they conform to these Agreement Documents. Contractor shall remove, replace or repair all Work that has been deemed non-conforming by the Public Works Department and/or any Work damaged during the performance of any remediation. Inspection of the Work by the Public Works Department or his designee(s) does not relieve the Contractor of responsibility for the Work being in conformance with these Agreement Documents or further inspection.
- h. The Public Works Department or his designee(s) shall have the right under this Agreement to stop Work or order the suspension of any activity where in their judgment, the Contractor or persons for whom the Contractor is responsible are in violation of the terms of this Agreement or conduct themselves in a manner that is deemed by the Public Works Department or his designee(s) to be hazardous to any persons, the Project, or any property.
- i. The Contractor shall perform no portion of the Work for which these Agreement Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective required submittal has been approved by the Public Works Department.

Payment

- a. A monthly estimate of work completed and total monthly cost of materials delivered to the work site shall be made by the Contractor to the Town of Camp Verde for pay request at the end of each Project month.
- b. Payment will be made to the Contractor only once the Public Works Department reviews the monthly pay request made by that Contractor and deems the work progress and delivered materials are as presented in the pay request and that required/necessary items are certified.
- c. The Public Works Department will issue a written finding setting forth any items not approved for payment within a specific pay request with reason(s) for the non-approval.
- d. The Town of Camp Verde shall retain 10% of the amount of each payment request as a guarantee for complete performance of this Agreement. When the Agreement is 50% complete in pay request amounts, the Contractor may request the Public Works Department to approve a one-time payment of one-half (50%) of the amount previously retained. Thereafter, only 5% shall be retained from any future payment requests providing the Contractor is making satisfactory progress. These remaining retention funds shall be paid to the Contractor within sixty days after the filing of the notice of completion of the Agreement.
- e. If the Contractor is required to submit certifications of payroll, use of American Iron & Steel, etc. for periodic payment requests, these certifications shall accompany that specific pay request or the payment for that request will not be approved by the Public Works Department and the payment will be withheld until such time that these required certifications are received. Once these required certifications are received, the payments will await the next Town of Camp Verde accounts payable cycle and will be paid at that time.

Compliance with Federal and State Laws

The Contractor shall comply with the following applicable requirements of federal and state civil rights statutes or rules and regulations when performing the Work within this Agreement:

- a. The Civil Rights Act of 1964, Title VI and 1968, Title VIII
- b. The Americans with Disabilities Act of 1990
- c. The Immigration and Reform and Control Act of 1986
- d. The Drug-Free Workplace Act of 1989
- e. A.R.S. § 34-301, as amended, "Employment of Aliens on Public Works Prohibited"
- f. A.R.S. § 34-302, as amended, "Residence Requirement for Employees".
- g. A.R.S. §41-4401
- h. A.R.S. §23214(A)
- i. All Federal Immigration laws and regulations that relate to their employees

A breach of these Agreement provisions concerning violation of federal labor standards and/or any non-compliance by the Contractor shall constitute a material breach of this Agreement and can be grounds for termination of this Agreement and can result in sanctions, penalties and liquidated damages, and/or debarment of the Contractor. The Town of Camp Verde retains the legal right to inspect the documentation of any of the Contractor's or any Subcontractor's employees who works on this Project to ensure that the Contractor or any Subcontractor is complying with the terms of this Agreement. The Contractor agrees to assist the Town of Camp Verde in regard to any such documentation requests and inspections.

Reports and Information

The Contractor, at such times as the Town of Camp Verde may require, shall furnish the TOWN such periodic reports or other items as it may request or require pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred being the Contractor's responsibility in connection therewith, and any other matter covered by this Agreement. These reports or items may consist of Certified Payroll Reports, manufacturer certifications, shop drawings, as-built plans, monthly payment requests, etc., as required by these provisions and this Agreement.

Records Maintenance and Retention

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Work under this Agreement and such other records as may be deemed necessary by the Town of Camp Verde to assure proper accounting for all of the Project funds. These records will be retained for two years (the term of the required warranty) after the expiration of this Agreement unless permission to destroy them is granted by the Town of Camp Verde.

Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Town of Camp Verde.

Copyright

No reports, plans, shop drawings, as-built drawings, wiring schematics, operations and maintenance information and manuals, or other documents produced in whole or in part under this Agreement having to do with any portion of the Work shall be the subject of an application for copyright by or on behalf of the Contractor. The Town of Camp Verde shall be the sole owner of all of these documents and shall be provided with them prior to the Final Project Approval.

Interest of Members of the Town of Camp Verde Governing Body and Employees

No member of the governing body of the Town of Camp Verde and no other officer, employee, or agent of the Town of Camp Verde who exercises any functions or responsibilities in connection with the operation of the Town of Camp Verde in whole or part, shall have any personal financial interest, direct, or indirect, in this Agreement. The Contractor shall take appropriate steps to assure that this conflict of interests does not occur.

Agreement Period / Liquidated Damages

- a. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Public Works Department before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Public Works Department, the pre-construction meeting shall then be scheduled. The Project Work Schedule must illustrate Work by significant Project components, subcontractors, and any long lead items or time-consuming portions of the Work. The primary purposes of the Project Work Schedule are to: demonstrate that the Contractor has a reasonably achievable plan to complete the Work; permit the Town of Camp Verde to schedule other items around and after the Work completion; and to permit the Town of Camp Verde to schedule testing, inspections, observations and reviews.
- b. The Contractor shall update the Project Work Schedule to reflect any delays or changes and review these changes in regular meetings with the Public Works Department and Public Works Staff.
- c. The Town of Camp Verde or Public Works Department may grant requests for extensions of time within this Agreement if delays of the Work are unavoidable such as: inclement weather for extended periods of time affecting the completion of work, unforeseen problems with ordering of equipment or Project supplies, unforeseen tragedies which may occur due to accidents, etc., delays caused by the Town of Camp Verde, etc. The Town of Camp Verde also reserves the right to deny requests for extensions of time within this Agreement for items that may have been prevented by adequate exercise of care, planning, prudence, foresight and diligence in performance of the Work by the Contractor or Subcontractors.
- d. Contractor shall at all times carry on the Work diligently, without delay and remain punctual to the agreed upon Project Work Schedule to fulfill all the requirements in this Agreement. The Contractor shall commence Work on the site as instructed on the Notice to Proceed, unless directed otherwise by the Public Works Department. The construction period shall be per the agreed upon Project Work Schedule. The Town of Camp Verde will suffer financial loss if the Work is not completed within the time agreed upon. Accordingly, the Town of Camp Verde and the Contractor agree that as liquidated damages for delay, the Contractor and the Contractor's Surety, shall be liable for and shall pay the Town of Camp Verde liquidated damages for each calendar day that expires after the time specified for final/substantial completion within the agreed upon Project Work Schedule until the work is substantially complete and ready for payment.

Changes in the Work

- a. Changes in Plans, quantities, or details of the Work are inherent in the nature of construction. Within the general scope of this Agreement, the Town of Camp Verde may require changes during construction including but not limited to:
 - I. Modification of Specifications and design
 - II. Increase or decrease in quantities
 - III. Increase or decrease in the amount of Work
 - IV. Addition or elimination of any Work item in total or part

V. Acceleration or delay in performance of Work

- b. Any necessary adjustment of the Agreement time, plans, quantities, or details of construction as a result of a Change Order must be agreed upon by the parties prior to the start of the Change Order Work.
- c. If any Change Order causes an increase or decrease in the Contactor's cost or time to complete the Work, the Contractor must submit a written request setting forth the changes, and shall include all time and cost impacts. The Contractor shall provide this information within 15 days after their receipt of the Change Order as ordered by the Town or their request for a Change Order to the Town. The request shall include claims of subcontractors, suppliers or manufacturers with full support for the additional time and/or costs.
- d. Change Orders shall be compensated or deductions made on the basis of the actual, reasonable and allowable costs for overhead, profit, and all direct costs of labor, equipment, and material furnished on the Work and as agreed upon in the Change Order Request(s).

Warranty of Work

Neither the final certificate of payment nor any provision of the Agreement Documents shall relieve the Contractor from responsibility for Defective Work, and the Contractor shall warrant against and correct all Defects that appear in the Work within a period of **two years** from the date of the written notice of completion by the Town of Camp Verde.

Within this Warranty period, the Town of Camp Verde shall provide the Contractor notice of any defects with reasonable once noticed. The Contractor shall perform warranty work correcting the defects within a reasonable agreed upon time after the Town of Camp Verde's notice, in no case shall this period of time exceed the amount of time agreed upon.

This provision does not negate guarantees or warranties for periods longer than two years including without limitation such guarantees or warranties required for specific installations, materials, processes, equipment or fixtures.

Licenses, Bonds, and Insurance

The Contractor shall include their Arizona Registrar of Contractors License Number as requested on the attached forms within this bidder packet. Prior to the issuance of the Notice to Proceed, the Contractor shall supply the Town of Camp Verde with all Arizona registrar of Contractors License Numbers for all Subcontractors working on this Project. The Contractor and all Subcontractors must have or obtain a current Town of Camp Verde Business License prior to commencement of this Project.

Bonds

A Bid Bond in the amount of 10% of the written, submitted Bid shall be included with the Bid Packet Submittal. A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for the Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

Insurance

The Contractor is responsible for obtaining Certificates of Insurance and corresponding endorsement(s) establishing that the Contractor and all subcontractors have complied with insurance requirements as stated below. Copies of General Contractor's Certificate(s) of Insurance and corresponding endorsement(s) shall be forwarded to the Risk Manager via the Public Works Department. Insurance Carrier(s) shall be lawfully authorized to do business in the State of Arizona and possess an "A-" or better A.M. Best rating.

The Contractor shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, Attn: Risk Manager, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322.

General Liability: Insurance provided hereunder shall protect the CONTRACTOR, subcontractor, subordinate contractor and the TOWN from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this Agreement. The CONTRACTOR shall have general liability coverage on a *per Project basis, per-occurrence, and in comprehensive form*.

At a minimum, the CONTRACTOR shall provide general liability and excess General Liability coverage in the following amounts:
\$1,000,000 per occurrence/\$2,000,000 Aggregate with a corresponding endorsement naming the Town of Camp Verde as the additional insured.

Automobile: Shall be in the amount of \$1,000,000 with a corresponding endorsement naming the Town of Camp Verde as the additional insured

Workers' Compensation Insurance (Statutory): CONTRACTOR, subcontractor and any/all subordinate subcontractors, shall furnish to the Town with satisfactory proof that he or she has, for the period covered under the Agreement, full Workers' Compensation coverage for all persons whom the contractor may employ directly, or through subcontractors, in carrying out the work contemplated under the Agreement, and shall hold the Town free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors. Coverage Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000.

Builder's Risk Provided by Contractor

Unless otherwise provided, within the General Liability coverage the Contractor shall procure and maintain Builder's Risk Insurance including a Right to Occupy Endorsement in the amount of 100% of the completed Contract Value (replacement cost basis) of the work being performed, as well as, subsequent modifications for the entire Project at the site and coverage for a repeat for all phases of construction should the building be destroyed during construction; with an endorsement naming the Town of Camp Verde as the additional insured. If material suppliers are not insureds under the builders' risk policy, contingent business interruption coverage should be obtained which will cover any loss to a key supplier's facility.

On a **replacement cost basis, any voluntary deductibles shall not exceed \$5,000,** such Builder's Risk Insurance shall be maintained, unless otherwise provided in the Agreement Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Town has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk Insurance shall include interests of the Town, the General Contractor, subcontractors and sub-tier contractors in the Project.

Builder's Risk Coverage shall be on a **Special Covered Cause of Loss Form** and shall include theft, vandalism, malicious mischief, collapse, foundations, construction forms, false-work, debris removal including demolition, increased cost of construction, interruption coverage for soft costs (contractors and owners), not specifically involved in repairing the damaged property (e.g. traditional business expenses and expediting expense, advertising and promotional expenses, commissions or fees for the renegotiation of leases, architect's fees for recreating building design, expenses for additional insurance premiums for the necessary property and liability coverage to be in force for the additional time it will take to finish the Project, interest on construction loans, taxes, and rental of construction equipment, storage, increases in

labor wages, and building materials), flood and earthquake, all below (water and sewer mains/underground pipes, excavations) and above ground structures (site preparation, temporary structures, scaffolding).

Additionally, insured property shall include portions of the work located away from the site, but intended for use at the site (e.g. contractors' tools and equipment, or materials which will not ultimately become part of the structure) and shall also cover portions of the work in transit.

If the Town is damaged by failure of Contractor to maintain insurance as required in this section, then the Contractor shall bear all reasonable costs properly attributable to that failure. The policy shall, specifically, permit partial or beneficial occupancy, at or prior to, substantial completion or final acceptance of the entire work. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use and the Town's Building Official has issued a Certificate of Occupancy (COO). Town and Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse or reduction of insurance.

At any time during the Agreement, the Contractor fails to maintain Builder's Risk Insurance required by the Agreement and with all of the coverages in the amount described above, the Contractor shall so inform the Town as stated in writing prior to commencement of the work.

If the Town is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying Town, then the Contractor shall bear all reasonable costs properly attributable thereto.

Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered.

All deductibles will be assumed by the Contractor. Losses in excess of the deductible insured under the Builder's Risk shall be adjusted in conjunction with the Town.

Any insurance payments/proceeds shall be made payable to the Town subject to requirements of any applicable mortgage clause.

The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-tier contractors in similar manner.

With the execution of this Agreement, **prior to the Notice to Proceed** being issued, Contractor shall furnish to the TOWN any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated.

Contractor shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).

The receipt of any Certificate of Insurance and endorsement does not constitute an Agreement by the Town of Camp Verde that insurance requirements have been met.

Failure of Contractor to obtain Certificates or other insurance evidence from other Sub-CONTRACTORS shall not be deemed a waiver by the Town of Camp Verde.

The Contractor's liability under this Agreement is not in any way limited by the insurance required by this Agreement. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

Assign ability

The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town of Camp Verde thereto: Provided, however, that claims for money by the CONTRACTOR from the Town of Camp Verde under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town of Camp Verde.

DEFINITION OF TERMS:

In the Agreement Documents, the following terms shall be as defined below:

ADDENDUM (ADDENDA) means a change, clarification or addition to the Solicitation documents issued by the TOWN to prospective bidders or proposers prior to the time set for the submission of Offers. An Addendum may also reset the time for the submission of offers.

AGREEMENT, also referred to as Contract, shall mean collectively all of the Agreement Documents included in the Table of Contents within the Bidder Packet or included as formal attachments throughout the bidding process.

AGREEMENT/CONTRACT TIME means the number of Calendar Days, Work Days or Business Days allowed by the Agreement for the performance of the Work and as defined in this specific Agreement. When not otherwise described Contract Time is the number of Calendar Days to elapse between the commencement date given on the formal Notice to Proceed and the date set for Final Completion of the Contract.

AGREEMENT DOCUMENTS means the Solicitation Document and addenda thereto, the Town of Camp Verde Agreement, General Conditions, General Provisions, Special Provisions, the accepted Offer or Proposal, Plans, Specifications, amendments, Notice of Award, Notice to Proceed, all other attachments, and any approved Change Orders.

AGREEMENT PRICE means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

ALTERNATES are distinct packages of Work that form a discrete subpart of the solicitation that are in addition to or in lieu of Work described in the base bid or proposal and which the Owner may, at the Owner's sole discretion, elect to have performed at the price bid or proposed. Alternates may or may not be used to determine the successful bid or proposal. Alternates to be performed may be selected prior to Contract award, at the time of award or after award.

ARCHITECT/ENGINEER, also known as Consultant, means the licensed Design Professional appointed by the TOWN to act in that capacity (Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer).

BUSINESS DAY(S) means every day except Saturday, Sunday, and legal holidays recognized by the TOWN. Unless otherwise specified, a Business day commences at 7:00 am local time and concludes at 5:00 pm local time.

CALENDAR DAY means a period of twenty-four hours commencing immediately after 12:00 am local time and extending until 12:00 pm of the same day. No days are excluded. No adjustment is allowed for the length of the day.

CHANGE ORDER means a written order prepared by the Contractor and submitted to the TOWN for approval requiring a change in the Work within the general scope of the Agreement Documents. The Change Order will quantify any additional costs and /or Agreement time adjustments related to the Change Order. The Change Order shall be signed by the Public Works Department or Authorized Representative, and Contractor.

CONSTRUCTION means the act of performing the Work on the Site of Work.

CONTRACTOR means any legally recognized entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity

possessing the legal capacity to contract to perform services or do a job. Contractor also means the Person awarded the Contract for the Work contemplated.

DEFECT OR DEFECTIVE means not meeting the prescribed professional standard for appearance, quality, function, or performance.

DELAY means an occurrence or an obstacle to performance of the Work that impedes the accomplishment of Work according to the approved schedule at the time that it arises.

DESIGN DOCUMENTS means the documents included in the Agreement that describe or illustrate the technical requirements for the Work to be done.

DESIGN PROFESSIONAL Includes, but is not limited to Architects, Engineers, Landscape Architects, Professional Land Surveyors and Geotechnical professionals and licensed consultants or their designees providing service to any of them. The Owner's Design Professional is the person or entity who signs or seals the Design Documents that have been readied for construction or the Construction Plans. The Town's Engineer or his designee may also serve as a Project Design Professional.

DIRECT COSTS means, unless otherwise provided in the Agreement Documents, the cost of:

- Materials, including sales tax
- Cost of Delivery
- Cost of Labor, including social security, unemployment insurance, and workers compensation insurance
- General Overhead
- Project Specific Liability Insurance
- Bond Premiums
- Rental Cost of Equipment and machinery required for execution of the work
- Additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION means the final completion of all Work requirements under this Agreement to the satisfaction of the Public Works Department in a manner that would allow closure of this Contract/Agreement including the release of the final payment and all retainage.

LIQUIDATED DAMAGES means an amount, stipulated in the Contract, which the parties believe to be a reasonable estimation of the damages which will occur in the event of a breach of this Contract/Agreement, such as an overrun on the allocated time for completion of the Work, inadequate performance or completion of the Work, the use of inadequate or wrong materials, or other Work performance deficiencies that prove unsatisfactory to the Public Works Department.

NON-CONFORMANCE REPORT(S) means a report or reports issued by the Town of Camp Verde that determines, through the Town of Camp Verde's observation, measurement, or testing, that the Work, all or in part, do not conform to the requirements of this Agreement and may result in the suspension of the Work together and/or additional costs to the Contractor related to remediation or removal of all or part of the Work.

NON-CONFORMING WORK means Work, or portions of the Work that do not conform to the requirements of this Agreement. Non-Conforming Work may result in the suspension of work, remediation or removal of the Non-Conforming Work, or adjustment of this Agreement and compensation to the Contractor, with or without impact on Agreement/Contract Time.

NOTICE means a formal written document required by law or by contract to advise the recipient of an occurrence or condition, to claim a right provided by law or by contract, to waive a right provided by law or by contract, to start the running of a period of time or to stop the running of a period of time. Notice

must be in the form required by law or by contract and must be delivered to the person or the address specified within the time allowed. The responsibility for the delivery of Notice rests with the party giving notice. The Notice described in this paragraph shall be delivered, in writing, either in person, email, or US mail, at the address provided for the party receiving Notice in the Agreement, during Business Hours on a Business Day. Unless otherwise specified, a Notice that is correctly addressed and placed in the US Mail with correct postage shall be deemed to have been "given" when placed in the custody of the US Postal Service as shown by a postmark applied by the Postal Service.

NOTICE TO PROCEED means the official written notice from the Town of Camp Verde stating that the Contractor is to proceed with the Work defined in this Agreement. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including this Agreement, performance bond and payment bonds, and certificates of insurance, have been fully executed and submitted to Town of Camp Verde in a suitable form.

OWNER means the Town of Camp Verde for this Agreement.

OWNER'S AGENT means the individual designated by the Town of Camp Verde (Owner) to provide Project management services (usually the Public Works Department and/or his designee).

OWNER'S AUTHORIZED REPRESENTATIVE(S) means individual(s) that are identified in writing by the Town of Camp Verde (Owner) to act on behalf of the Owner to provide some form of Project management services for this Project. Owner may elect, by written notice to the Contractor, to delegate certain Project management duties to more than one party, including without limitation, professional services providers such as Architects or Engineers.

PLAN SET means the drawings, shop drawings, plan additions, etc. and all notes which show the locations, types, dimensions, and details of the Work to be done under this Agreement, including any and all Addenda.

PUNCH LIST means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of this Agreement/Contract.

RECORD DOCUMENT(S) means a document intended to be held for a duration longer than the Agreement Period, which pertains to Work done or to things purchased or installed, including these Agreement Documents, the As-Built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier/manufacturer warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, and certificate(s) of occupancy.

SITE OF WORK means the physical location(s) where the Work takes place as defined by this Agreement. It includes designated real property owned or controlled by the Town of Camp Verde where construction takes place including storage sites, waste areas, fabrication areas and component assembly sites as designated by the Town of Camp Verde.

SOLICITATION DOCUMENT means an Invitation to Bid or Invitation for Bids.

SPECIFICATION(S) means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may,

on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR(S) means a Person/Contractor having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTITUTIONS means items proposed and accepted by the Town of Camp Verde as alternatives to those called for by the Agreement Documents that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Town of Camp Verde or their Authorized Representative.

WORK means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual Work item or all Work items in this Agreement and the carrying out of duties and obligations imposed by the Agreement Documents.

TOWN OF CAMP SPORTS COMPLEX WATER MAIN INSTALLATION PROJECT

23-182

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November, 2023, by and between the **Town of Camp Verde**, Yavapai County, State of Arizona (herein called the "**Town**") acting herein by the **Mayor, Dee Jenkins**, and Common Council, party of the first part, and **Ligon Excavation, Inc.** (herein called the "**Contractor**") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the **Contractor** to render construction services (**Work**) for the Town of Camp Sports Complex Water Main Installation Project No. 23-182, located within the Town of Camp Verde, Arizona 86322.

1. Work

The **Contractor** shall complete all **Work** as specified in these bid documents and set forth in the Plan Set, Specifications and Agreement General Provisions attached, or incorporated in this Agreement. The **Contractor** shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement with regards to the performance of the **Work** and the Agreement. This A Works shall be accomplished in the agreed upon time per the Notice to Proceed per these Agreement Documents.

2. Access to Information

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the **Work** outlined in the Plan Set, Specifications and General Provisions have been furnished to the **Contractor** by the **Town** and its agencies. The **Contractor** hereby acknowledges receipt of the same. The **Town** and its agencies will cooperate with the **Contractor** in every way possible to facilitate the performance of the **Work** described herein with regards to any and all information required.

3. Project Manager - Administration

The **Town** has designated the Public Works Department and Town CIP Project Manager, as Project Administrator and Manager for this Project and Agreement. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

4. Agreement Time

Contract time for this project shall be **45 calendar days** to Substantial Completion and **60 calendar days** to Final Completion. The Town of Camp Verde Project Manager shall contact the successful Contractor/Bidder once the project is formally awarded by the Town of Camp Verde Council and Mayor. The Project Manager will schedule a pre-construction meeting with the Contractor and Public Works staff. Prior to this meeting, the Contactor shall provide the Town of Camp Verde with performance and payment bonds for the total project as well as a detailed Project Work Schedule. At the pre-construction meeting the Town of Camp Verde Project Manager shall provide the Contractor/Bidder with a formal Notice to Proceed with the project starting dates, term of project, and project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Public Works Department. This will serve to establish a clear understanding of the project start date and completion date for liquidated damages should the Agreement completion date be exceeded by the Contractor due to inadequate performance.

5. **Compensation**

The maximum amount of compensation and reimbursement to be paid to the **Contractor** for the completion of the **Work** as specified in this Agreement shall not exceed that amount given by the **Contractor** in their formal bid; which has been voted on by the Town of Camp Verde Council followed by their acknowledgement and acceptance by issuing the **Contractor** a formal **Notice of Award** for this Project. Any adjustments to Compensation for change orders or changes made to the **Work** by the **Town** shall be handled under an additional written Agreement between the **Town** and the **Contractor** and follow the Town of Camp Verde Financial Operations Guide and may be subject to approval/disapproval by the Town of Camp Verde Council.

6. **Termination of Agreement**

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

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

- b. The TOWN may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the **Contractor**. If the Agreement is terminated by the TOWN as provided herein, the **Contractor** will be paid for the time expended and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the **Contractor**, all conditions relative to termination given within this Part 6 shall apply.
- c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

7. **Miscellaneous Provisions**

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.

- c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- d. This Agreement represents the entire understanding of the TOWN and **Contractor** as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to this Agreement. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

In order to induce the TOWN to enter into this Agreement, **Contractor** makes the following representation:

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

9. Insurance/Bonding

The **Contractor** shall procure and maintain, at **Contractor's** sole expense, until completion of the Agreement, coverages as specified in the Agreement General Provisions within this Bidder Packet.

Certificate(s) of Insurance naming the Town of Camp Verde as Additional Insured verifying the minimum coverage's specified in the Agreement General Provisions within this Bidder Packet shall be delivered to the Town just prior to issuance of the Notice to Proceed. A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for this Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

10. Indemnity

The **Contractor** agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnities") 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 caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of **Contractor** or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such **Contractor** to conform to any federal, state or local law, statute, ordinance, rule,

regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the Indemnatee, be indemnified by **Contractor** from and against any and all claims. It is agreed that **Contractor** will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the **Contractor** agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the **Contractor** for the TOWN.

11. Agreement Documents

All items and documents contained in or included with or attached to this Bidder Packet are a part of the Agreement Documents and are to be followed and/or completed by those bidding this project as required portions of the Agreement. In the event of conflicts between or among these documents, the documents shall be interpreted in the following order: The Agreement, the Agreement Special Provisions, the Agreement General Provisions, the Plan Set, Project Specifications and Special Notes, the Bid Schedule and Bid Totals, and last the Invitation for Bids; with each specific item or document serving as the most important for its own specific purposes.

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

For the Town of Camp Verde

Approved as to Form:

Town Attorney

Mayor, Dee Jenkins

Attest:

Town Clerk, Cindy Pemberton

For the Contractor:

Contractor's Representative: Signature

Contractor's Representative: Name/Title



Town of Camp Verde

Gateway to the Verde Valley

♦ 395 S. Main Street ♦ Camp Verde, AZ 86322 ♦

♦ Telephone: 928.554.0872 ♦ www.campverde.az.gov ♦

23-182 Sports Complex Water Main Installation Project

Bid Opening: October 26, 2023 at 1:00 PM

Contractor	Bid Bond?	Addm 1	Addm 2	Base Bid Amount	Bid Alt 1 Amount
McDonald Bros. Construction	Y	Y	Y	\$ 211,600. ⁶⁶	\$ 19,428. ⁷⁵
Standard Construction Company, Inc.	Y	Y	Y	\$ 321,400. ²⁰	\$ 56,650. ⁰⁰
Mulcaire & Son Contracting	Y	Y	Y	\$ 242,019. ⁸⁰	\$ 28,413. ⁰⁰
Pronghorn Services	Y	Y	Y	\$ 226,259. ²⁶	\$ 6,443. ²⁵
Ligon Excavation, Inc.	Y	Y	Y	\$ 144,481. ⁷⁵	\$ 30,425. ³⁸
Earth Resources Corporation	Y	Y	Y	\$ 279,646. ⁵¹	\$ 39,215. ⁰⁰

In Attendance:

Martin Smith - Town of Camp Verde

Jessica Clark - Town of Camp Verde

Dorcas Sanchez - Standard Construction

Amanda Paton - Earth Resources Corporation

Jess Mulcaire - Mulcaire and Son



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Camp Verde Sports Complex Water Main Installation Project - Itemized Bid Tab

Base Bid

No.	Description	Unit	Quantity	Cost	Total
G1	Mobilization	LS	1	\$ 2,378.28	\$ 2,378.28
G2	Construction Survey	LS	1	\$ 4,162.00	\$ 4,162.00
G3	Traffic Control	LS	1	\$ 8,918.56	\$ 8,918.56
G4	Quality Control / Testing (*See notes below)	LS	1	\$ 15,244.80	\$ 15,244.80
D1	Saw cut asphalt, concrete curb, or concrete sidewalk	LF	147	\$ 13.19	\$ 1,938.93
D2	Remove and dispose asphalt pavement	SY	33	\$ 68.47	\$ 2,259.51
D3	Remove existing fence	LF	30	\$ 13.87	\$ 416.10
D4	Remove existing vegetation	LS	1	\$ 1,973.98	\$ 1,973.98
D5	Remove and salvage existing 8" plug. Return to TOCV.	EA	1	\$ 606.46	\$ 606.46
D6	Remove and salvage existing blow-off assembly. Return to TOCV.	EA	1	\$ 665.92	\$ 665.92
D7	Remove and salvage existing service box. Return to TOCV.	EA	1	\$ 422.15	\$ 422.15
S1	Connect to existing water main.	EA	1	\$ 1,177.25	\$ 1,177.25
S2	Install 8" ductile iron water main.	LF	496	\$ 29.01	\$ 14,388.96
S3	Install 8" 45° bend with restrained joints	EA	3	\$ 368.63	\$ 1,105.89
S4	Install 8" MJ gate valve.	EA	1	\$ 439.98	\$ 439.98
S5	Install 8" MJ X 6" FL tee.	EA	1	\$ 439.98	\$ 439.98
S6	Install 6" ductile iron water main.	LF	1,991	\$ 23.60	\$ 46,987.60
S7	Install 6" MJ gate valve	EA	5	\$ 263.99	\$ 1,319.95
S8	Install 6" FL gate valve	EA	6	\$ 329.99	\$ 1,979.94
S9	Install 6" MJ X 6" FL tee.	EA	6	\$ 329.99	\$ 1,979.94
S10	Install 6" X 2" companion flange with 2" male adapter (PJ X MPT)	EA	6	\$ 366.65	\$ 2,199.90
S11	Install 6" 45° bend with restrained joints	EA	4	\$ 439.98	\$ 1,759.92
S12	Install 6" 22.5° bend with restrained joints	EA	4	\$ 439.98	\$ 1,759.92
S13	Install 6" X 1" tapping saddle.	EA	1	\$ 329.99	\$ 329.99
S14	Install 1" ball corp stop with 3-piece cast iron valve box.	EA	1	\$ 197.69	\$ 197.69
S15	Install blow-off device per detail on approved plans	EA	2	\$ 321.07	\$ 642.14
S16	Install 2" blow-off at low spot in main per detail on approved plans.	EA	1	\$ 273.50	\$ 273.50
S17	Install 2" plug.	EA	2	\$ 136.75	\$ 273.50
S18	Connect to existing 2" water service.	EA	4	\$ 136.75	\$ 547.00
S19	Install combination 2" air release valve per detail on approved plans.	EA	1	\$ 273.50	\$ 273.50
S20	Install thrust blocking per detail on approved plans.	EA	18	\$ 374.58	\$ 6,742.44
S21	Encase water main in min. 6" concrete, min. 10' each direction of force main or water main.	LF	40	\$ 84.13	\$ 3,365.20
S22	Install bituminous tack coat to all asphalt or concrete surfaces adjacent to the area to receive paving materials.	LF	99	\$ 8.65	\$ 856.35
S23	Install 3" AC pavement.	SY	22	\$ 90.97	\$ 2,001.34
S24	Install asphalt thickened edge per MAG Std. Det. 201, Type A	LF	14	\$ 38.22	\$ 535.08
S25	Install fencing. Fencing to match existing.	LF	30	\$ 25.91	\$ 777.30
				Subtotal:	\$ 131,340.95
				10% Owner Allowance:	\$ 13,134.10
				TOTAL:	\$ 144,475.05



Town of Camp Verde
Public Works Division
395 South Main Street
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Bid Alt 1

No.	Description	Unit	Quantity	Cost	Total
1	Install 3" PVC electrical conduit in same trench as waterline in compliance with Joint Trench Detail provided for this bid.	LF	2,500	\$ 9.81	\$ 24,525.00
2	Install pull boxes and any other necessary appurtenances for the installation of future internet line	EA	10	\$ 313.93	\$ 3,139.30
				Subtotal:	\$ 27,664.30
				10% Owner Allowance:	\$ 2,766.43
				TOTAL:	\$ 30,430.73

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.
2. The Town of Camp Verde Utilities Department will provide all pipe, fittings, appurtenances, tracer wire, warning tape, and poly wrap. The contractor is responsible for providing suitable equipment, labor, and all other aspects to complete the project.
3. Materials testing requirements
 - Earthwork / Subgrade
 - 95% MDD compaction in roadway section and within 4' of paved shoulder
 - 90% MDD compaction beyond 4' of paved shoulder
 - Aggregate Base Course
 - 100% MDD at optimum moisture
 - Concrete
 - All concrete shall be 3000 psi. minimum or per approved plans and specifications
 - Testing every 50 CY or daily, whichever is greater
 - Testing to include temperature, slump, air entrainment, and (4) cylinders
 - Asphalt
 - 1 marshall and 1 gradation per day
 - Required compaction: 95% of marshall
 - Density technician must be present for entirety of paving operations

[Handwritten Signature]

Signature of Company Official

10/26/2023

Date Signed

President/Owner

Title

Ligon Excavation, Inc.

Company Name

928/300-2126

Phone Number

POB 442/636 S. McCracken Lane

Address

NA

Fax Number

Camp Verde, AZ 86322

City/State/Zip

office@ligonex.com

Email Address



Town of Camp Verde
Public Works Division
395 South Main Street
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Camp Verde Sports Complex Water Main Installation Project - Itemized Bid Tab

Base Bid

No.	Description	Unit	Quantity	Cost	Total
G1	Mobilization	LS	1	\$ 6,468.75	\$ 6,468.75
G2	Construction Survey	LS	1	\$ 9,000.00	\$ 9,000.00
G3	Traffic Control	LS	1	\$ 5,101.88	\$ 5,101.88
G4	Quality Control / Testing (*See notes below)	LS	1	\$ 8,066.25	\$ 8,066.25
D1	Saw cut asphalt, concrete curb, or concrete sidewalk	LF	147	\$ 4.59	\$ 674.73
D2	Remove and dispose asphalt pavement	SY	33	\$ 66.73	\$ 2,202.09
D3	Remove existing fence	LF	30	\$ 18.56	\$ 556.80
D4	Remove existing vegetation	LS	1	\$ 3,447.00	\$ 3,447.00
D5	Remove and salvage existing 8" plug. Return to TOCV.	EA	1	\$ 415.13	\$ 415.13
D6	Remove and salvage existing blow-off assembly. Return to TOCV.	EA	1	\$ 632.81	\$ 632.81
D7	Remove and salvage existing service box. Return to TOCV.	EA	1	\$ 499.50	\$ 499.50
S1	Connect to existing water main.	EA	1	\$ 1,240.31	\$ 1,240.31
S2	Install 8" ductile iron water main.	LF	496	\$ 48.58	\$ 24,095.68
S3	Install 8" 45° bend with restrained joints	EA	3	\$ 345.94	\$ 1,037.82
S4	Install 8" MJ gate valve.	EA	1	\$ 967.50	\$ 967.50
S5	Install 8" MJ X 6" FL tee.	EA	1	\$ 830.25	\$ 830.25
S6	Install 6" ductile iron water main.	LF	1,991	\$ 47.30	\$ 94,174.30
S7	Install 6" MJ gate valve	EA	5	\$ 580.50	\$ 2,902.50
S8	Install 6" FL gate valve	EA	6	\$ 580.50	\$ 3,483.00
S9	Install 6" MJ X 6" FL tee.	EA	6	\$ 443.25	\$ 2,659.50
S10	Install 6" X 2" companion flange with 2" male adapter (PJ X MPT)	EA	6	\$ 153.56	\$ 921.36
S11	Install 6" 45° bend with restrained joints	EA	4	\$ 221.63	\$ 886.52
S12	Install 6" 22.5° bend with restrained joints	EA	4	\$ 221.63	\$ 886.52
S13	Install 6" X 1" tapping saddle.	EA	1	\$ 415.13	\$ 415.13
S14	Install 1" ball corp stop with 3-piece cast iron valve box.	EA	1	\$ 1,208.25	\$ 1,208.25
S15	Install blow-off device per detail on approved plans	EA	2	\$ 321.75	\$ 643.50
S16	Install 2" blow-off at low spot in main per detail on approved plans.	EA	1	\$ 975.09	\$ 975.09
S17	Install 2" plug.	EA	2	\$ 27.84	\$ 55.68
S18	Connect to existing 2" water service.	EA	4	\$ 1,275.75	\$ 5,103.00
S19	Install combination 2" air release valve per detail on approved plans.	EA	1	\$ 1,006.17	\$ 1,006.17
S20	Install thrust blocking per detail on approved plans.	EA	18	\$ 172.13	\$ 3,098.34
S21	Encase water main in min. 6" concrete, min. 10' each direction of force main or water main.	LF	40	\$ 76.50	\$ 3,060.00
S22	Install bituminous tack coat to all asphalt or concrete surfaces adjacent to the area to receive paving materials.	LF	99	\$ 5.74	\$ 568.26
S23	Install 3" AC pavement.	SY	22	\$ 157.70	\$ 3,469.40
S24	Install asphalt thickened edge per MAG Std. Det. 201, Type A	LF	14	\$ 39.38	\$ 551.32
S25	Install fencing. Fencing to match existing.	LF	30	\$ 35.33	\$ 1,059.90
				Subtotal:	\$ 192,364.24
				10% Owner Allowance:	\$ 19,236.42
				TOTAL:	\$ 211,600.66



Town of Camp Verde
Public Works Division
395 South Main Street
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Bid Alt 1

No.	Description	Unit	Quantity	Cost	Total
1	Install 3" PVC electrical conduit in same trench as waterline in compliance with Joint Trench Detail provided for this bid.	LF	2,500	\$ 5.94	\$ 14,850.00
2	Install pull boxes and any other necessary appurtenances for the installation of future internet line	EA	10	\$ 281.25	\$ 2,812.50
				Subtotal:	\$ 17,662.50
				10% Owner Allowance:	\$ 1,766.25
				TOTAL:	\$ 19,428.75

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.
2. The Town of Camp Verde Utilities Department will provide all pipe, fittings, appurtenances, tracer wire, warning tape, and poly wrap. The contractor is responsible for providing suitable equipment, labor, and all other aspects to complete the project.
3. Materials testing requirements
 - Earthwork / Subgrade
 - 95% MDD compaction in roadway section and within 4' of paved shoulder
 - 90% MDD compaction beyond 4' of paved shoulder
 - Aggregate Base Course
 - 100% MDD at optimum moisture
 - Concrete
 - All concrete shall be 3000 psi. minimum or per approved plans and specifications
 - Testing every 50 CY or daily, whichever is greater
 - Testing to include temperature, slump, air entrainment, and (4) cylinders
 - Asphalt
 - 1 marshall and 1 gradation per day
 - Required compaction: 95% of marshall
 - Density technician must be present for entirety of paving operations

Signature of Company Official

Vice President

Title

McDonald Bros Construction Inc.

Company Name

1535 S. Quarterhorse Lane

Address

Camp Verde, AZ 86322

City/State/Zip

10/25/2023

Date Signed

928-567-3539

Phone Number

928-567-6171

Fax Number

mcdonald@mcdonaldbrosaz.com

Email Address



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Camp Verde Sports Complex Water Main Installation Project - Itemized Bid Tab

Base Bid

No.	Description	Unit	Quantity	Cost	Total
G1	Mobilization	LS	1	8,900	\$ 8,900 -
G2	Construction Survey	LS	1	82,000	\$ 82,000 -
G3	Traffic Control	LS	1	6,500	\$ 6,500 -
G4	Quality Control / Testing (*See notes below)	LS	1	7,000.00	\$ 7,000.00 -
D1	Saw cut asphalt, concrete curb, or concrete sidewalk	LF	147	6.80	\$ 999.60 -
D2	Remove and dispose asphalt pavement	SY	33	81.47	\$ 2,688.51 -
D3	Remove existing fence	LF	30	1.00	\$ 30.00 -
D4	Remove existing vegetation	LS	1	1,500	\$ 1,500 -
D5	Remove and salvage existing 8" plug. Return to TOCV.	EA	1	300.00	\$ 300.00 -
D6	Remove and salvage existing blow-off assembly. Return to TOCV.	EA	1	400.00	\$ 400.00 -
D7	Remove and salvage existing service box. Return to TOCV.	EA	1	200.00	\$ 200.00 -
S1	Connect to existing water main.	EA	1	500.00	\$ 500.00 -
S2	Install 8" ductile iron water main.	LF	496	25.00	\$ 12,400.00 -
S3	Install 8" 45° bend with restrained joints	EA	3	250.00	\$ 750.00 -
S4	Install 8" MJ gate valve.	EA	1	400.00	\$ 400.00 -
S5	Install 8" MJ X 6" FL tee.	EA	1	400.00	\$ 400.00 -
S6	Install 6" ductile iron water main.	LF	1,991	22.00	\$ 43,802.00 -
S7	Install 6" MJ gate valve	EA	5	300.00	\$ 1,500.00 -
S8	Install 6" FL gate valve	EA	6	350.00	\$ 2,100.00 -
S9	Install 6" MJ X 6" FL tee.	EA	6	400.00	\$ 2,400.00 -
S10	Install 6" X 2" companion flange with 2" male adapter (PJ X MPT)	EA	6	400.00	\$ 2,400.00 -
S11	Install 6" 45° bend with restrained joints	EA	4	450.00	\$ 1,800.00 -
S12	Install 6" 22.5° bend with restrained joints	EA	4	450.00	\$ 1,800.00 -
S13	Install 6" X 1" tapping saddle.	EA	1	400.00	\$ 400.00 -
S14	Install 1" ball corp stop with 3-piece cast iron valve box.	EA	1	350.00	\$ 350.00 -
S15	Install blow-off device per detail on approved plans	EA	2	450.00	\$ 900.00 -
S16	Install 2" blow-off at low spot in main per detail on approved plans.	EA	1	450.00	\$ 450.00 -
S17	Install 2" plug.	EA	2	250.00	\$ 500.00 -
S18	Connect to existing 2" water service.	EA	4	300.00	\$ 1,200.00 -
S19	Install combination 2" air release valve per detail on approved plans.	EA	1	450.00	\$ 450.00 -
S20	Install thrust blocking per detail on approved plans.	EA	18	150.00	\$ 2,700.00 -
S21	Encase water main in min. 6" concrete, min. 10' each direction of force main or water main.	LF	40	50.00	\$ 2,000.00 -
S22	Install bituminous tack coat to all asphalt or concrete surfaces adjacent to the area to receive paving materials.	LF	99	322.01	\$ 322.01 -
S23	Install 3" AC pavement.	SY	22	84.83	\$ 1,866.26 -
S24	Install asphalt thickened edge per MAG Std. Det. 201, Type A	LF	14	2.00	\$ 28.00 -
S25	Install fencing. Fencing to match existing.	LF	30	40.00	\$ 1,200 -
				Sales Tax Included Subtotal:	\$ 205,690.24 -
				10% Owner Allowance:	\$ 20,569.02 -
				TOTAL:	\$ 226,259.26 -



Town of Camp Verde
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Bid Alt 1

No.	Description	Unit	Quantity	Cost	Total
1	Install 3" PVC electrical conduit in same trench as waterline in compliance with Joint Trench Detail provided for this bid.	LF	2,500	2.00	\$ 5000.00 -
2	Install pull boxes and any other necessary appurtenances for the installation of future internet line	EA	10	50.00	\$ 500.00 -
				Sales Tax included Subtotal:	\$ 5,857.50 -
				10% Owner Allowance:	\$ 585.75 -
				TOTAL:	\$ 6,443.25 -

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.
2. The Town of Camp Verde Utilities Department will provide all pipe, fittings, appurtenances, tracer wire, warning tape, and poly wrap. The contractor is responsible for providing suitable equipment, labor, and all other aspects to complete the project.
3. Materials testing requirements
 - Earthwork / Subgrade
 - 95% MDD compaction in roadway section and within 4' of paved shoulder
 - 90% MDD compaction beyond 4' of paved shoulder
 - Aggregate Base Course
 - 100% MDD at optimum moisture
 - Concrete
 - All concrete shall be 3000 psi. minimum or per approved plans and specifications
 - Testing every 50 CY or daily, whichever is greater
 - Testing to include temperature, slump, air entrainment, and (4) cylinders
 - Asphalt
 - 1 marshall and 1 gradation per day
 - Required compaction: 95% of marshall
 - Density technician must be present for entirety of paving operations

Signature of Company Official

10/25/23

Date Signed

Project Manager

Title

Pronghorn Services LLC

Company Name

(808)209-9320

Phone Number

7400 Pronghorn Ranch Parkway

Address

Fax Number

Prescott Valley, AZ 86315

City/State/Zip

bnorris@pronghornservices.com

Email Address



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
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Camp Verde Sports Complex Water Main Installation Project - Itemized Bid Tab

Base Bid

No.	Description	Unit	Quantity	Cost	Total
G1	Mobilization	LS	1	\$ 555.00	\$ 555.00
G2	Construction Survey	LS	1	\$ 9,435.00	\$ 9,435.00
G3	Traffic Control	LS	1	\$ 5,894.00	\$ 5,894.00
G4	Quality Control / Testing (*See notes below)	LS	1	\$ 9,457.00	\$ 9,457.00
D1	Saw cut asphalt, concrete curb, or concrete sidewalk	LF	147	\$ 8.05	\$ 1,183.35
D2	Remove and dispose asphalt pavement	SY	33	\$ 46.10	\$ 1,521.30
D3	Remove existing fence	LF	30	\$ 15.00	\$ 450.00
D4	Remove existing vegetation	LS	1	\$ 466.00	\$ 466.00
D5	Remove and salvage existing 8" plug. Return to TOCV.	EA	1	\$ 111.00	\$ 111.00
D6	Remove and salvage existing blow-off assembly. Return to TOCV.	EA	1	\$ 111.00	\$ 111.00
D7	Remove and salvage existing service box. Return to TOCV.	EA	1	\$ 111.00	\$ 111.00
S1	Connect to existing water main.	EA	1	\$ 686.00	\$ 686.00
S2	Install 8" ductile iron water main.	LF	496	\$ 55.50	\$ 27,528.00
S3	Install 8" 45° bend with restrained joints	EA	3	\$ 1,310.00	\$ 3,930.00
S4	Install 8" MJ gate valve.	EA	1	\$ 1,310.00	\$ 1,310.00
S5	Install 8" MJ X 6" FL tee.	EA	1	\$ 877.00	\$ 877.00
S6	Install 6" ductile iron water main.	LF	1,991	\$ 51.00	\$ 101,541.00
S7	Install 6" MJ gate valve	EA	5	\$ 1,310.00	\$ 6,550.00
S8	Install 6" FL gate valve	EA	6	\$ 1,310.00	\$ 7,860.00
S9	Install 6" MJ X 6" FL tee.	EA	6	\$ 1,310.00	\$ 7,860.00
S10	Install 6" X 2" companion flange with 2" male adapter (PJ X MPT)	EA	6	\$ 413.00	\$ 2,478.00
S11	Install 6" 45° bend with restrained joints	EA	4	\$ 1,033.00	\$ 4,132.00
S12	Install 6" 22.5° bend with restrained joints	EA	4	\$ 1,033.00	\$ 4,132.00
S13	Install 6" X 1" tapping saddle.	EA	1	\$ 245.00	\$ 245.00
S14	Install 1" ball corp stop with 3-piece cast iron valve box.	EA	1	\$ 511.00	\$ 511.00
S15	Install blow-off device per detail on approved plans	EA	2	\$ 245.00	\$ 490.00
S16	Install 2" blow-off at low spot in main per detail on approved plans.	EA	1	\$ 245.00	\$ 245.00
S17	Install 2" plug.	EA	2	\$ 45.00	\$ 90.00
S18	Connect to existing 2" water service.	EA	4	\$ 322.00	\$ 1,288.00
S19	Install combination 2" air release valve per detail on approved plans.	EA	1	\$ 577.00	\$ 577.00
S20	Install thrust blocking per detail on approved plans.	EA	18	\$ 333.00	\$ 5,994.00
S21	Encase water main in min. 6" concrete, min. 10' each direction of force main or water main.	LF	40	\$ 149.00	\$ 5,960.00
S22	Install bituminous tack coat to all asphalt or concrete surfaces adjacent to the area to receive paving materials.	LF	99	\$ 1.15	\$ 113.85
S23	Install 3" AC pavement.	SY	22	\$ 122.00	\$ 2,684.00
S24	Install asphalt thickened edge per MAG Std. Det. 201, Type A	LF	14	\$ 22.25	\$ 311.50
S25	Install fencing. Fencing to match existing.	LF	30	\$ 111.00	\$ 3,330.00
				Subtotal:	\$ 220,018.00
				10% Owner Allowance:	\$ 22,001.80
				TOTAL:	\$ 242,019.80



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Bid Alt 1

No.	Description	Unit	Quantity	Cost	Total
1	Install 3" PVC electrical conduit in same trench as waterline in compliance with Joint Trench Detail provided for this bid.	LF	2,500	\$ 9.00	\$ 22,500.00
2	Install pull boxes and any other necessary appurtenances for the installation of future internet line	EA	10	\$ 333.00	\$ 3,330.00
				Subtotal:	\$ 25,830.00
				10% Owner Allowance:	\$ 2,583.00
				TOTAL:	\$ 28,413.00

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.
2. The Town of Camp Verde Utilities Department will provide all pipe, fittings, appurtenances, tracer wire, warning tape, and poly wrap. The contractor is responsible for providing suitable equipment, labor, and all other aspects to complete the project.
3. Materials testing requirements
 - Earthwork / Subgrade
 - 95% MDD compaction in roadway section and within 4' of paved shoulder
 - 90% MDD compaction beyond 4' of paved shoulder
 - Aggregate Base Course
 - 100% MDD at optimum moisture
 - Concrete
 - All concrete shall be 3000 psi. minimum or per approved plans and specifications
 - Testing every 50 CY or daily, whichever is greater
 - Testing to include temperature, slump, air entrainment, and (4) cylinders
 - Asphalt
 - 1 marshall and 1 gradation per day
 - Required compaction: 95% of marshall
 - Density technician must be present for entirety of paving operations

Shanna Mulcaire

Signature of Company Official

10/26/2023

Date Signed

Member

Title

Mulcaire & Son Contracting, LLC

Company Name

928-567-2380

Phone Number

PO Box 4055

Address

928-567-2621

Fax Number

Camp Verde, AZ 86322

City/State/Zip

Shanna@mulcaireandson.com

Email Address



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Camp Verde Sports Complex Water Main Installation Project - Itemized Bid Tab

Base Bid

No.	Description	Unit	Quantity	Cost	Total
G1	Mobilization	LS	1	\$ 15,689.00	\$ 15,689.00
G2	Construction Survey	LS	1	\$ 11,196.00	\$ 11,196.00
G3	Traffic Control	LS	1	\$ 8,334.00	\$ 8,334.00
G4	Quality Control / Testing (*See notes below)	LS	1	\$ 6,105.00	\$ 6,105.00
D1	Saw cut asphalt, concrete curb, or concrete sidewalk	LF	147	\$ 20.00	\$ 2,940.00
D2	Remove and dispose asphalt pavement	SY	33	\$ 34.00	\$ 1,122.00
D3	Remove existing fence	LF	30	\$ 32.00	\$ 960.00
D4	Remove existing vegetation	LS	1	\$ 1,275.00	\$ 1,275.00
D5	Remove and salvage existing 8" plug. Return to TOCV.	EA	1	\$ 480.00	\$ 480.00
D6	Remove and salvage existing blow-off assembly. Return to TOCV.	EA	1	\$ 1,105.00	\$ 1,105.00
D7	Remove and salvage existing service box. Return to TOCV.	EA	1	\$ 937.00	\$ 937.00
S1	Connect to existing water main.	EA	1	\$ 1,918.00	\$ 1,918.00
S2	Install 8" ductile iron water main.	LF	496	\$ 71.00	\$ 35,216.00
S3	Install 8" 45° bend with restrained joints	EA	3	\$ 324.00	\$ 972.00
S4	Install 8" MJ gate valve.	EA	1	\$ 928.00	\$ 928.00
S5	Install 8" MJ X 6" FL tee.	EA	1	\$ 325.00	\$ 325.00
S6	Install 6" ductile iron water main.	LF	1,991	\$ 54.50	\$ 108,509.50
S7	Install 6" MJ gate valve	EA	5	\$ 967.00	\$ 4,835.00
S8	Install 6" FL gate valve	EA	6	\$ 1,129.00	\$ 6,774.00
S9	Install 6" MJ X 6" FL tee.	EA	6	\$ 961.00	\$ 5,766.00
S10	Install 6" X 2" companion flange with 2" male adapter (PJ X MPT)	EA	6	\$ 356.00	\$ 2,136.00
S11	Install 6" 45° bend with restrained joints	EA	4	\$ 540.00	\$ 2,160.00
S12	Install 6" 22.5° bend with restrained joints	EA	4	\$ 540.00	\$ 2,160.00
S13	Install 6" X 1" tapping saddle.	EA	1	\$ 516.00	\$ 516.00
S14	Install 1" ball corp stop with 3-piece cast iron valve box.	EA	1	\$ 196.00	\$ 196.00
S15	Install blow-off device per detail on approved plans	EA	2	\$ 793.00	\$ 1,586.00
S16	Install 2" blow-off at low spot in main per detail on approved plans.	EA	1	\$ 904.00	\$ 904.00
S17	Install 2" plug.	EA	2	\$ 196.00	\$ 392.00
S18	Connect to existing 2" water service.	EA	4	\$ 1,190.00	\$ 4,760.00
S19	Install combination 2" air release valve per detail on approved plans.	EA	1	\$ 1,947.00	\$ 1,947.00
S20	Install thrust blocking per detail on approved plans.	EA	18	\$ 386.00	\$ 6,948.00
S21	Encase water main in min. 6" concrete, min. 10' each direction of force main or water main.	LF	40	\$ 131.00	\$ 5,240.00
S22	Install bituminous tack coat to all asphalt or concrete surfaces adjacent to the area to receive paving materials.	LF	99	\$ 7.40	\$ 732.60
S23	Install 3" AC pavement.	SY	22	\$ 147.00	\$ 3,234.00
S24	Install asphalt thickened edge per MAG Std. Det. 201, Type A	LF	14	\$ 44.00	\$ 616.00
S25	Install fencing. Fencing to match existing.	LF	30	\$ 177.00	\$ 5,310.00
				Subtotal:	\$ 254,224.10
				10% Owner Allowance:	\$ 25,422.41
				TOTAL:	\$ 279,646.51



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
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Bid Alt 1

No.	Description	Unit	Quantity	Cost	Total
1	Install 3" PVC electrical conduit in same trench as waterline in compliance with Joint Trench Detail provided for this bid.	LF	2,500	\$ 12.50	\$ 31,250.00
2	Install pull boxes and any other necessary appurtenances for the installation of future internet line	EA	10	\$ 440.00	\$ 4,400.00
				Subtotal:	\$ 35,650.00
				10% Owner Allowance:	\$ 3,565.00
				TOTAL:	\$ 39,215.00

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.
2. The Town of Camp Verde Utilities Department will provide all pipe, fittings, appurtenances, tracer wire, warning tape, and poly wrap. The contractor is responsible for providing suitable equipment, labor, and all other aspects to complete the project.
3. Materials testing requirements
 - Earthwork / Subgrade
 - 95% MDD compaction in roadway section and within 4' of paved shoulder
 - 90% MDD compaction beyond 4' of paved shoulder
 - Aggregate Base Course
 - 100% MDD at optimum moisture
 - Concrete
 - All concrete shall be 3000 psi. minimum or per approved plans and specifications
 - Testing every 50 CY or daily, whichever is greater
 - Testing to include temperature, slump, air entrainment, and (4) cylinders
 - Asphalt
 - 1 marshall and 1 gradation per day
 - Required compaction: 95% of marshall
 - Density technician must be present for entirety of paving operations



Signature of Company Official

President

Title

Earth Resources Corporation

Company Name

300 S. Catilla Lane

Address

Dewey AZ 86327

City/State/Zip

10/26/2023

Date Signed

928 775 2925

Phone Number

928 268 3486

Fax Number

wwd5th@yahoo.com

Email Address



Camp Verde Sports Complex Water Main Installation Project - Itemized Bid Tab

Base Bid

No.	Description	Unit	Quantity	Cost	Total
G1	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00
G2	Construction Survey	LS	1	\$ 16,000.00	\$ 16,000.00
G3	Traffic Control	LS	1	\$ 9,000.00	\$ 9,000.00
G4	Quality Control / Testing (*See notes below)	LS	1	\$ 14,000.00	\$ 14,000.00
D1	Saw cut asphalt, concrete curb, or concrete sidewalk	LF	147	\$ 5.00	\$ 735.00
D2	Remove and dispose asphalt pavement	SY	33	\$ 45.00	\$ 1,485.00
D3	Remove existing fence	LF	30	\$ 25.00	\$ 750.00
D4	Remove existing vegetation	LS	1	\$ 3,000.00	\$ 3,000.00
D5	Remove amd salvage existing 8" plug. Return to TOCV.	EA	1	\$ 1,600.00	\$ 1,600.00
D6	Remove and salvage existing blow-off assembly. Return to TOCV.	EA	1	\$ 1,150.00	\$ 1,150.00
D7	Remove and salvage existing service box. Return to TOCV.	EA	1	\$ 410.00	\$ 410.00
S1	Connect to existing water main.	EA	1	\$ 5,750.00	\$ 5,750.00
S2	Install 8" ductile iron water main.	LF	496	\$ 60.00	\$ 29,760.00
S3	Install 8" 45° bend with restrained joints	EA	3	\$ 800.00	\$ 2,400.00
S4	Install 8" MJ gate valve.	EA	1	\$ 1,900.00	\$ 1,900.00
S5	Install 8" MJ X 6" FL tee.	EA	1	\$ 1,600.00	\$ 1,600.00
S6	Install 6" ductile iron water main.	LF	1,991	\$ 45.00	\$ 89,595.00
S7	Install 6" MJ gate valve	EA	5	\$ 1,900.00	\$ 9,500.00
S8	Install 6" FL gate valve	EA	6	\$ 1,900.00	\$ 11,400.00
S9	Install 6" MJ X 6" FL tee.	EA	6	\$ 1,500.00	\$ 9,000.00
S10	Install 6" X 2" companion flange with 2" male adapter (PJ X MPT)	EA	6	\$ 1,100.00	\$ 6,600.00
S11	Install 6" 45° bend with restrained joints	EA	4	\$ 1,100.00	\$ 4,400.00
S12	Install 6" 22.5° bend with restrained joints	EA	4	\$ 1,100.00	\$ 4,400.00
S13	Install 6" X 1" tapping saddle.	EA	1	\$ 1,550.00	\$ 1,550.00
S14	Install 1" ball corp stop with 3-piece cast iron valve box.	EA	1	\$ 1,250.00	\$ 1,250.00
S15	Install blow-off device per detail on approved plans	EA	2	\$ 1,250.00	\$ 2,500.00
S16	Install 2" blow-off at low spot in main per detail on approved plans.	EA	1	\$ 1,250.00	\$ 1,250.00
S17	Install 2" plug.	EA	2	\$ 650.00	\$ 1,300.00
S18	Connect to existing 2" water service.	EA	4	\$ 1,200.00	\$ 4,800.00
S19	Install combination 2" air release valve per detail on approved plans.	EA	1	\$ 2,000.00	\$ 2,000.00
S20	Install thrust blocking per detail on approved plans.	EA	18	\$ 600.00	\$ 10,800.00
S21	Encase water main in min. 6" concrete, min. 10' each direction of force main or water main.	LF	40	\$ 175.00	\$ 7,000.00
S22	Install bituminous tack coat to all asphalt or concrete surfaces adjacent to the area to receive paving materials.	LF	99	\$ 3.00	\$ 297.00
S23	Install 3" AC pavement.	SY	22	\$ 150.00	\$ 3,300.00
S24	Install asphalt thickened edge per MAG Std. Det. 201, Type A	LF	14	\$ 25.00	\$ 350.00
S25	Install fencing. Fencing to match existing.	LF	30	\$ 45.00	\$ 1,350.00
				Subtotal:	\$ 292,182.00
				10% Owner Allowance:	\$ 29,218.20
				TOTAL:	\$ 321,400.20



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
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Bid Alt 1

No.	Description	Unit	Quantity	Cost	Total
1	Install 3" PVC electrical conduit in same trench as waterline in compliance with Joint Trench Detail provided for this bid.	LF	2,500	\$ 18.00	\$ 45,000.00
2	Install pull boxes and any other necessary appurtenances for the installation of future internet line	EA	10	\$ 650.00	\$ 6,500.00
				Subtotal:	\$ 51,500.00
				10% Owner Allowance:	\$ 5,150.00
				TOTAL:	\$ 56,650.00

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.
2. The Town of Camp Verde Utilities Department will provide all pipe, fittings, appurtenances, tracer wire, warning tape, and poly wrap. The contractor is responsible for providing suitable equipment, labor, and all other aspects to complete the project.
3. Materials testing requirements
 - Earthwork / Subgrade
 - 95% MDD compaction in roadway section and within 4' of paved shoulder
 - 90% MDD compaction beyond 4' of paved shoulder
 - Aggregate Base Course
 - 100% MDD at optimum moisture
 - Concrete
 - All concrete shall be 3000 psi. minimum or per approved plans and specifications
 - Testing every 50 CY or daily, whichever is greater
 - Testing to include temperature, slump, air entrainment, and (4) cylinders
 - Asphalt
 - 1 marshall and 1 gradation per day
 - Required compaction: 95% of marshall
 - Density technician must be present for entirety of paving operations

Signature of Company Official

President

Title

Standard Construction Company, Inc.

Company Name

810 E. Western Avenue

Address

Avondale, AZ 85323

City/State/Zip

10/26/2023

Date Signed

623-583-9500

Phone Number

N/A

Fax Number

dsutton@standardaz.com

Email Address

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Agenda Item Submission Form – Section I

Meeting Date: Town Council, November 15, 2023

- ☐ Consent Agenda ☒ Decision Agenda ☐ Executive Session Requested
☐ Presentation Only ☐ Action/Presentation ☐ Work Session

Requesting Department: Community Development

Staff Resource/Contact Person: John Knight, Community Development Director

Agenda Title (be exact): Discussion, Consideration, and Possible Approval by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for a letter of endorsement to be signed by the mayor supporting Conservation agreements for citizens of the Town of Camp Verde.

List Attached Documents:

Letter of Endorsement

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews and comments Completed by:

☒ Town Manager: Ted Soltis ☒ Department Head: John Knight

☐ Town Attorney Comments: _____

☐ Risk Management: _____

☐ Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments: _____

Background Information:

A Conservation Agreement is an agreement between a private property owner and a “trustee” that preserves and protects the land the owner wishes to conserve, forever. Conservation Agreements, also called Conservation Easements, can protect, among other lands, valued riparian, agricultural, archaeological and historic lands. Ownership of the land stays with the owner (and future owners), but the conserved land continues to be protected by the trust that monitors and defends the conserved property against uses not specified by the original Conservation Agreement.

Discussion:

The following excerpt is from a party interested in a Conservation Agreement:

The Town of Camp Verde (TOCV) General Plan, Planning and Zoning Ordinances and Verde River Recreation Plan recognize and support the importance and protection of open space and agricultural lands.ⁱ Open lands include forests, grasslands, desert scrub, farms, ranches, washes, rivers and parks that provide wildlife habitat and support clean water, natural flood control and recreation.ⁱⁱ Agricultural lands provide wildlife habitat and migration, while also buffering development from critical riparian habitats. The Verde Valley's riparian lands comprise one of the world's largest and last stands of cottonwood-willow riparian habitat, providing shelter, forage, breeding, migration, nesting and nursery for nearly 50 threatened, endangered, sensitive and special status wildlife species.ⁱⁱⁱ 80% of Arizona's vertebrates rely on Arizona's riparian habitat, but essential, riparian habitats account for less than 0.5% of the state.^{iv}

The Verde River is what makes the Verde Valley "green." The desert climate, which provides, on average, less than 14-inches of rain each year, relies on the Verde River to sustain the Verde Valley's green belt of natural riparian and irrigated lands, while the River, in turn, relies on open land to provide critical recharge. During this historic time of drought, water supply is a concern throughout Arizona, and open lands not only filter and convey essential water to the River but also demand less water than more intensive developments.^v The TOCV also values its farming heritage, locally grown foods and water recreation - all made possible by the Verde River. Since the late 1800's Middle Verde agricultural lands have provided hay, grain, vegetables, livestock, poultry, eggs, fruits, nuts and honey. The Town of Camp Verde encourages open lands and has designated agricultural character areas to preserve its farming heritage, encourage locally grown foods, preserve local food supply and protect the Verde River.

Open lands are under development pressure. Every day an estimated 6,000 acres of America's open lands are developed.² Throughout the United States and particularly in Arizona and Yavapai County, development occurs at the expense and loss of open land. Yavapai County is one of the fastest growing rural counties in the United States, and Verde Valley irrigated and riverfront properties are highly valued (\$80,000-100,00 per acre at the time of this writing). Over the next 20-years, 56% of Arizona's and 77% of Yavapai County's development is estimated to occur on the state's best agricultural lands.^{vi}

Therefore, while the TOCV supports all property owners' individual rights to use, develop and transfer properties as they see fit, within TOCV Codes, the TOCV encourages and supports Conservation Agreements.

Summary:

Should a landowner choose, the Town supports Conservation Agreements. Conservation Agreements protect all or part of a property according to the owner's wishes, forever.

Recommended Action (Motion): Motion by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for a letter of endorsement to be signed by the mayor supporting Conservation agreements for citizens of the Town of Camp Verde.

ⁱ See: TOCV 2016 General Plan, Planning & Zoning Ordinances And Subdivision Regulations, and Verde River Recreation Master Plan 2016

ⁱⁱ See United States Department of Agriculture: <https://www.fs.usda.gov/science-technology/loss-of-open-space>, accessed July 2023

ⁱⁱⁱ Verde River Watershed Conservation Plan. The Nature Conservancy 2009:

https://azconservation.org/dl/TNCAZ_VerdeRiver_ConservationPlan.pdf, accessed July 2023

^{iv} Zaines, G; Nichols, M; Green, D; Crimmins, Michael. Understanding Arizona's Riparian Areas. College of Agriculture and Life Sciences, University of Arizona 2007:

https://www.researchgate.net/publication/277762072_Understanding_Arizona%27s_Riparian_Areas, accessed July 2023.

^v Example provided by The Nature Conservancy: compared with typical, 2-acre housing developments, 600-acres of conserved open and agricultural land saves 100-150 acre-feet or 32-49 million gallons of domestic water each year.

^{vi} American Farmland Trust provides rationales and references for why US farmlands are important and estimates, given past development, how much agricultural land will be developed into more intensive uses: <http://development2040.farmland.org>, accessed July 2023.



Town of Camp Verde

Gateway to the Verde Valley

◆ 473 S. Main Street, Suite 102 ◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.554.0023 ◆ Fax: 928.554.0023 ◆

◆ www.campverde.az.gov ◆

November 15, 2023

Re: Conservation Agreement Endorsement

To whom it may concern:

The Town of Camp Verde recognizes and supports the conservation of open and agricultural lands. Conserving open and agricultural lands helps preserve the Town's riparian habitat, recreational opportunities, agricultural heritage, local foods and food supply, water conservation and the Verde River.

Should a landowner choose, the Town supports Conservation Agreements. Conservation Agreements protect all or part of a property according to the owner's wishes, forever.

Sincerely,

Dee Jenkins
Town of Camp Verde Mayor



Agenda Item Submission Form – Section I

Meeting Date: Town Council, Wednesday November 15, 2023 at 6:30 PM

- ☐ Consent Agenda ☒ Decision Agenda ☐ Executive Session Requested
☐ Presentation Only ☐ Action/Presentation ☐ Work Session

Requesting Department: Community Development

Staff Resource/Contact Person: Cory Mulcaire, Planner

Agenda Title (be exact): Public Hearing: Discussion, consideration, and possible adoption of Ordinance 2023-A486, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for a zoning map change from M1 to C3 for approximately 0.63 acres, specifically described in Exhibit A (currently parcel 403-23-104H), located at 284 North Homestead Parkway.

List Attached Documents:

Ordinance 2023-A486 with Exhibit A

- A. Letter of Intent
- B. Excerpt of Minutes from Planning and Zoning Commission on 10/12/2023
- C. Existing Zoning and Site Proposed for Rezoning
- D. Affidavit of Neighborhood Meeting
- E. Relevant Zoning Ordinance Sections
- F. Relevant 2016 General Plan Sections

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

☒ Town Manager: Ted Soltis ☒ Department Head: John Knight

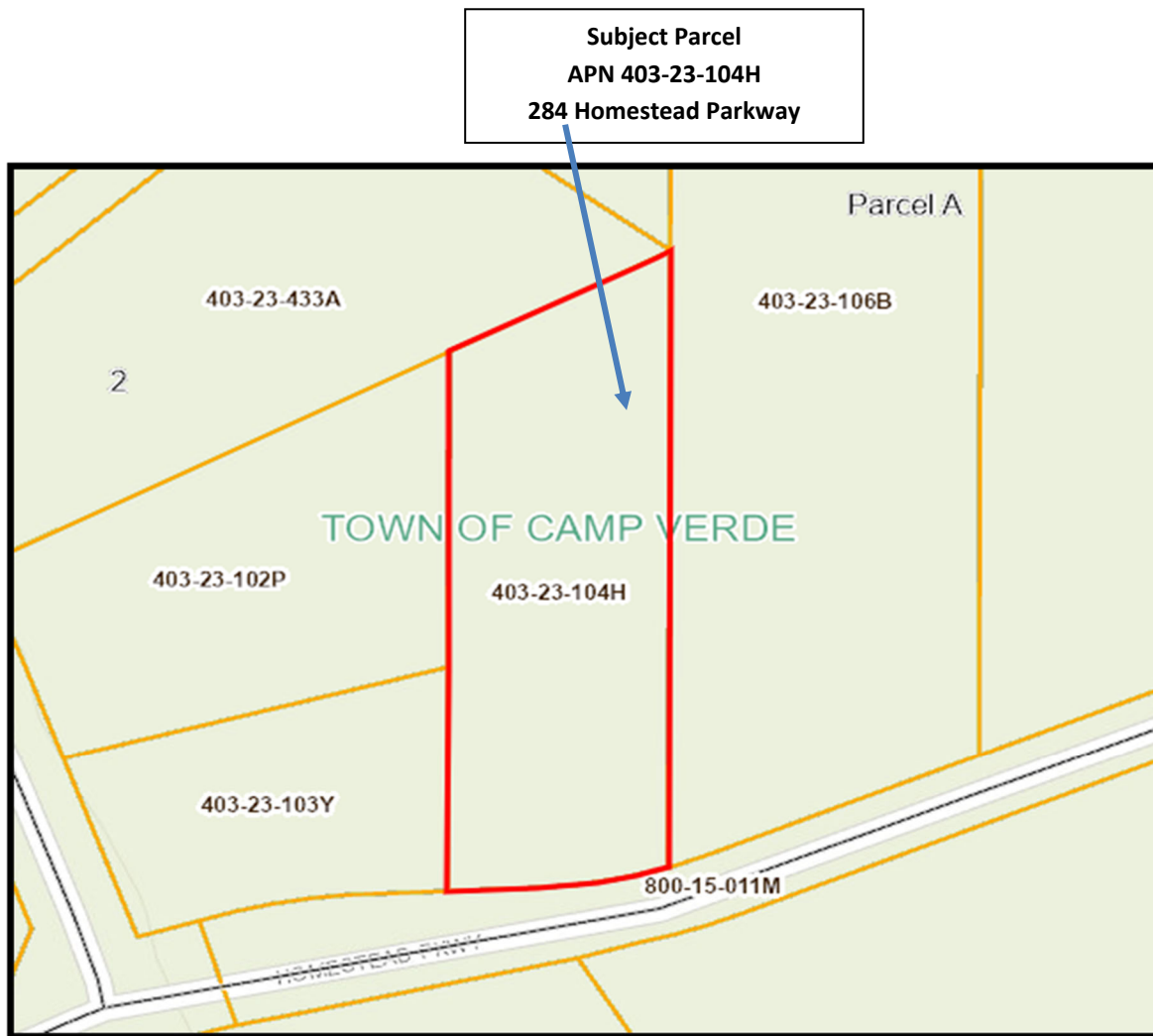
☒ Town Attorney Comments: _____

☐ Risk Management: _____

☐ Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments: _____

Executive Summary:

Tierra Verde Builders, on behalf of Sinagua Malt, has applied for a Zoning Map Change from M1 to C3. The applicant would like to incorporate a coffee bar, tasting room and possible restaurant into their partially completed development project. The current zoning of M1 does not allow for these restaurant type uses. The C3 zoning is the only zone which would allow the combined uses of cold storage (already constructed) and the new use of the coffee bar, tasting room and possible restaurant.



Planning and Zoning Commission Recommendation (Attachment B):

The Planning and Zoning Commission held a public hearing on October 12, 2023, for a Zoning Map Change from M1 to C3. No citizens attended or spoke at the public hearing.

The Planning and Zoning Commission voted unanimously to recommend approval of this Zoning Map Change.

Property Information:

Location	284 Homestead Parkway
Parcel	403-23-104H
Owner	Goma Development
Applicant	Tierra Verde Builders, Ben Bassous
Site Size	2.31 (0.59 acres to be rezoned)
Zoning Designation	M1
Current Land Use	Sinagua Malt Manufacturing
Surrounding Properties	North: M1 (Industrial: General) Networkx Cabling Service South: Town of Camp Verde ROW West: C2 (Commercial: General sales and services) Vacant Land East: M1 (Industrial: General) Vacant and Rental Industrial

Background Information:

In 2021, Mr. and Mrs. Goma purchased parcel 403-23-104H with the intention of developing the Sinagua Malt production facility. The facility works with local farmers, academic institutions, nonprofit organizations, and government agencies to source grain supply that reduces water consumption and leaves more water in rivers and streams. In July of 2021, Alkemista – Sinagua Malt went through Development Standards Review for two (2) buildings. Building A was intended to operate as Alkemista offices and storage warehouse is for Alkemista and Sinagua Malt. Building B was built and is going to remain Sinagua Malt offices and warehouse area for the barley processing equipment.

Since the original Development Standards Review, the Goma's have decided that they want to change the use of Building A and create a tasting/tap room. This is not currently an allowed use in the M1 Zoning District.

According to the applicant, *"The primary purpose of the tasting-tap room is to sample the quality of the malt (for beer and spirits) and to sell mead/cider/beer/spirits to local vendors throughout the Sedona and Verde Valley area as well as to offer malt for home brewers."*

"The secondary purpose is to sell mead/cider, coffee, and chocolate to the public. The location will offer the lower Verde Valley residents the same offerings of the Goma's Alkemista Brew and Coffee House in Sedona without the 45-minute drive."

The property is being divided into two (2) parcels. The rear parcel will remain M1 and will continue to operate as the Sinagua Malt offices and barley processing facility. This is an allowed use in the M1 Zoning District.

The front parcel, is being divided from the rear parcel and is requesting to be rezoned to C3 (Commercial: heavy commercial). The C3 zone is the only zone which allows for both the already constructed cold storage, with the new use of a tap/tasting room.

Discussion: There are two (2) sections within our current Planning and Zoning Ordinance which describe the allowed uses in the current and proposed zones of this property. In addition, the process for the Zoning Map Change is described. These are discussed below.

M1-Allowed

1. Section 203.J.1. M1 District (industrial: General) (pg. 58-60 of Town of Camp Verde Planning and Zoning Ordinance). The M1 District is intended to provide the type of industrial facilities that, while not necessarily attractive in operational appearance, are installed and operated in a manner so as not to cause inconvenience or substantial detriment to other use in the District (or adjacent Districts).
2. Section 203.J.2 Permitted Uses and Structures
 - c. Assembly, Construction, and processing plants.
 - h. Bottling plants confined to closed building.
 - cc. Storage facility.
 - ff. Microbreweries or Wineries for the manufacture and processing of beer or wine respectfully wholesale distribution.

Staff Response: The property is currently zoned M1 (Industrial: General) and the original use and building plans were fully permitted. Since the property owner is changing the use of Building A, it no longer meets the Zoning District use requirements. A Restaurant is not an allowed use in the M1 District.

By dividing the property and rezoning the front portion of the property to C3 (Commercial: Heavy Commercial), then the restaurant will be a permitted use as well.

C3-Allowed

3. Section 203. H. C3 District (Commercial: Heavy Commercial) (pg. 51-54) of Town of Camp Verde Planning and Zoning Ordinance). The C3 District is intended to accommodate a broad range of commercial sales and service uses, excluding certain activities and operations for which Industrial District zoning is required.
4. Section 203.G.2 Permitted Uses and Structures:
 - j. Bars, tap rooms and nightclubs.
 - l. Bottling plants confined to closed building.
 - x. Custom warehouses within closed building and not including animals.
 - vv. Restaurants and cafes, including drive – through.

Staff Response: Through approval of the Zoning Map Change application, the applicant will be able to continue with the construction and development of the mead tasting room and coffee bar which has been on hold until this rezone process is completed.

Zoning Decisions

5. Section 601 – Zoning Decisions, specifically 601.A provides the guidance on the application and approval process for all Zoning Ordinance Amendment Applications and Hearings (Attachment E).
 1. Applications for Zoning Ordinance text amendments, rezoning amendments, Use Permits, or other requests requiring Town Council approval shall be filed in the office of the Community Development Department on a form provided, along with such supplemental information required by the Department, and shall be accompanied by a fee established by approval of the Town Council. No part of any such fee shall be refundable after an application is filed and such fee paid, except at the discretion of the Town Council.
 - A. The Planning and Zoning Commission shall hold a public hearing within 90 days of the date of a complete application submittal. After such hearing the Council may adopt the recommendation to the Planning and Zoning Commission without holding a second public hearing provided there is no objection, request for public hearing or other protest.
 - B. The Town Council shall hold a public hearing if requested by the party aggrieved, any member of the public or of the Town Council, or in any case, if no public hearing has been held by the Planning and Zoning Commission.
 2. Notice of the time and place of Council or Commission hearing shall be given in the time and manner provided for:
 - A. Notice of public hearing before the Commission or Council for all amendments to the Zoning Ordinance text, the zoning map, Use Permits, or other requests, shall be done in accordance with the provision of Arizona Revised Statutes 9-462.04 as they exist now or as they are amended from time to time. Such notice includes at a minimum the posting and publishing of public hearing notices as specified in the statute.
 - B. Written protests of any recommendation action taken by the Commission shall be filed in the office of the Community Development Department before noon on Monday the week of the preceding Council meeting at which such amendment will be considered. If such written protest constitutes twenty percent (20%) or more of the immediate area involved in a request for rezoning as specified in ARS 9-462.04.H, as may be amended, a favorable vote of three-fourths of the Council shall be required.
 - C. A decision made by the Council involving rezoning of land which is not owned by the Town, and which changes the zoning classification of such land may not be enacted as an emergency measure and such a change shall not be effective by the Council.
 - D. In the event an application has been denied by the Council, the Commission shall not consider a similar application within 12 months of the application date.
 3. Citizen review and participation process is required for all zone change application or Use Permit applications:

- A. Prior to any public hearing, the applicant or an appointed representative shall arrange a meeting with the planning staff, which identifies development issues as well as arrangements and scheduling for neighborhood meeting described in subsection B below.
- B. The applicant or an appointed representative shall conduct a neighborhood meeting designed to inform adjoining residents and property owners about the proposed zone change, specific plan application or Use Permit.
- C. At least 15 days prior to the scheduled neighborhood meeting, the applicant shall notify all property owners within 300 feet of the subject site by first class mail and post the actual property with the meeting date and time. The notification shall include the date, time, and place for the neighborhood meeting, as well as a description of the proposed land uses. The applicant shall provide an affidavit attesting to this notification being accomplished.
- D. It is the responsibility of the applicant or their representative to conduct the meeting, provide opportunity for a question-and-answer period by the audience, and identify a point of contact to the public for follow-up questions and comments.
- E. The applicant shall prepare a written summary of the meeting by way of affidavit, including a list of attendees and the issues and concerns discussed and submit a copy of the summary, with a photo of the posting of the property and a copy of the meeting announcement letter, to the Planning Department within 15 days after the neighborhood meeting.

Staff Response: The key criteria referenced above has been completed by the applicant's representative, as well as the Community Development Department.

2016 General Plan: The 2016 General Plan places this property in the Finnie Flat Character Area, which allows for retail sales, restaurants, service stations, and industrial parks. (Attachment F)

Staff Response: This Zoning Map Change maintains the property's conformance with the 2016 General Plan.

The following have been completed by staff or the applicant.

- A neighborhood meeting was held by the applicants on September 21, 2023
- The Town mailed a letter providing notice of this public hearing and proposed Use Permit to all parcels within 300' of this parcel on September 25, 2023.
- A public hearing notice was posted at the property on September 27, 2023.
- A meeting agenda was posted at Town Hall and Bashas' on October 5, 2023.
- The Planning and Zoning Commission unanimously recommended approval of the Use Permit on October 12, 2023.

Staff concurs with the Planning and Zoning Commission recommendation to approve the Zoning Map Change application.

Recommended Action (Motion): Motion to adopt Ordinance 2023-A486, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for a zoning map change from M1 to C3 for approximately 0.63 acres, specifically described in Exhibit A (currently parcel 403-23-104H), located at 284 North Homestead Parkway.



ORDINANCE 2023-A486

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, FOR A ZONING MAP CHANGE FROM M1 TO C3 FOR APPROXIMATELY 0.63 ACRES, SPECIFICALLY DESCRIBED IN EXHIBIT A (CURRENTLY PARCEL 403-23-104H), LOCATED AT 284 NORTH HOMESTEAD PARKWAY.

WHEREAS, Tierra Verde Builders, on behalf of the owner of an approximate 0.63-acre parcel, parcel number 403-23-104H, has made application for a Zoning Map Change, Project 202300429; and

WHEREAS, all required notices for the public hearing on this zoning request were properly noticed and posted; and

WHEREAS, the Planning and Zoning Commission of the Town of Camp Verde held a public hearing on Thursday, October 12, 2023 and unanimously recommended approval of this Zoning Map change to the Mayor and Common Council; and

WHEREAS, consideration of this application has been completed in accordance with Article II, Sections 1 and 2 of the Arizona Constitution; and

WHEREAS, the Mayor and Common Council find the requirements set out in Arizona Revised Statutes Article 9-462.03 and 9-462.04 have been met; and

WHEREAS, the proposed Zoning Map Change of M1 to C3 is authorized by and satisfies the requirements of the 2021 Planning and Zoning Ordinances, specifically Section 600.C.1; and

WHEREAS, this Zoning Map Change to C3 is in harmony with the purposes and intent of the Town's Zoning Ordinance and 2016 General Plan for the Finnie Flat Character Area; and

WHEREAS, the Mayor and Common Council have determined this Zoning Map Change will be beneficial to the Town of Camp Verde;

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE:

Section 1: The Zoning Map for the Town of Camp Verde is hereby amended by the zoning classification change from M1 to C3 for 0.63 acres specifically described in **Exhibit A**, and is located at 284 North Homestead Parkway, in the Town of Camp Verde, Yavapai County, Arizona; and

Section 2: All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provision of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance; and

Section 3: If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance; and

Section 4: This Ordinance shall be effective upon expiration of a thirty (30) day period following the adoption hereof and completion of publication and any posting as required by Arizona State Law.

Section 5: In accordance with Article II, Sections 1 and 2, Constitution of Arizona, and the laws of the State of Arizona, the Mayor and Common Council has considered the individual property rights and personal liberties of the residents of the Town and the probable impact of the proposed ordinance on the cost to construct housing for sale or rent before adopting this ordinance.

PASSED AND APPROVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA THIS 15th DAY OF NOVEMBER 2023.

Dee Jenkins, Mayor

Attest:

Approved as to form:

Cindy Pemberton, Town Clerk

Trish Stuhan-Town Attorney

EXHIBIT A



PARCEL DESCRIPTION
PARCEL 4B-3-1

A PORTION OF THAT PARCEL RECORDED AT RECEPTION #2021-0035461, YAVAPAI COUNTY OFFICIAL RECORDS (HERE AFTER KNOWN AS THE PARENT PARCEL), LYING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THIS AND ABOVE-MENTIONED PARENT PARCEL BEING A ½ INCH REBAR CAP RLS 27238, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY OF HOMESTEAD PARKWAY, RECEPTION NO. 2014-0038276;

THENCE ALONG A CURVE TO THE RIGHT, ALONG SAID NORTH RIGHT OF WAY, WITH A RADIUS OF 440.00 FEET FOR A CENTRAL ANGLE OF 16°03'54" FOR AN ARC LENGTH OF 123.37 FEET, CORD BEARING S.79°31'58"W., WITH A CORD LENGTH 122.97 FEET, TO A SET ½ INCH REBAR CAP RLS 33861;

THENCE S.87°37'49"W. ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 69.19 FEET TO A SET ½ INCH REBAR CAP RLS 33861, ALSO BEING THE SOUTHWEST CORNER OF THIS AND ABOVE-MENTIONED PARENT PARCEL;

THENCE N.00°06'34"E. ALONG THE WEST LINE OF THIS AND ABOVE-MENTIONED PARENT PARCEL, A DISTANCE OF 142.20 FEET TO A SET ½ INCH REBAR CAP RLS 33861, ALSO BEING THE NORTHWEST CORNER OF THIS PARCEL;

THENCE LEAVING SAID WEST LINE, S.89°58'58"E. A DISTANCE OF 189.99 FEET TO A POINT ON THE EAST LINE OF ABOVE-MENTIONED PARENT PARCEL, ALSO BEING A SET ½ INCH REBAR CAP RLS 33861, ALSO BEING THE NORTHEAST CORNER OF THIS PARCEL;

THENCE ALONG SAID EAST LINE, S.00°06'05"W. (BASIS OF BEARING) ALONG THE EAST LINE OF ABOVE-MENTIONED PARENT PARCEL, A DISTANCE OF 116.94 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 25,570.48 SQUARE FEET OR 0.59 ACRES, MORE OR LESS.

8/30/2023

Page 1 of 1



Letter of Intent and project information for GOMA Sinagua Malt Tasting-tap Room-July 26, 2023

Introduction: The owners of Sinagua Malt production facility, Sergio and Ofelia Goma, are proposing to modify the previously approved office space for building A to include a tasting-tap room and add an outdoor patio at the southeast corner of the building. Sinagua Malt is located at 284 N Homestead Parkway, parcel number 403-23-104H, zoned M-1. Sinagua Malt works with local farmers, academic institutions, nonprofit organizations, and governmental agencies to source grain supply that reduces water consumption and leaves more water in rivers and streams.

Project Narrative: The primary purpose of the tasting-tap room is to sample the quality of the malt (for beer and spirits) and to sell mead/cider/beer/spirits to local vendors throughout the Sedona and Verde Valley area as well as to offer malt for home brewers.

The secondary purpose is to sell mead/cider, coffee, and chocolate to the public. This location will offer the lower Verde Valley residents the same offerings of the Goma's Alkemista Brew and Coffee house in Sedona without the 45-minute drive. It will be a destination for folks interested in malt/mead/cider/beer/spirits/coffee.

The hours of operation for the tasting-tap room will not overlap. The taproom will be open Thursday through Saturday afternoons (e.g., 4 pm-10 pm). The coffee tasting room will be open Monday through Wednesday (e.g., 6:30am-noon) and Thursday through Saturday (e.g., 6:30am-4pm) It is key to note the tap room (180 sq ft) and the coffee tasting room (168 sq ft) are completely two separate areas in the building. So not only will they be operating at different times they will also have their own section of the building.

The Goma's will be roasting their own coffee and cocoa beans and will be brewing/fermenting their own mead/cider/beer/spirits for resale. The intent is to sell their own products on site as well. The coffee shop's offerings will include ice cream (for affogato), chocolate and tea plus pastries, cookies, and sandwiches and their own kombucha.

Food for the tap room will include finger-food, charcuterie plates, warm sandwiches, and pizza. Drinks will include flights of their own beer, mead, cider, and spirits. They will also serve refreshments provided by their wholesale malt customers.

Ventless appliances (e.g., TurboChef Sota and Nu-Vu QB3/9 oven/proffer combo will be used. All appliances will be electric, no gas will be used and there will not be any open fire.

Other products in the tasting-tap room for sale will include bags of roasted coffee, bags of roasted malt and base malt for home brewers and their own branded coffee supplies including coffee grinders, mugs, caps and more.

The customer area for the tasting-tap room is 543 sq feet of the 1440 sq feet office area. There are 12 planned parking spaces at the entrance to the tasting-tap room and three parking spaces at the rear of the building. This allows for 11 parking spaces for the tap-tasting room. ($543 \div 50 = 10.86$) and four parking spaces for employees in building A. (2 employees, 2 spares).

This modification will create a service for residents as well as attract visitors interested in malt, mead, and coffee production to the Camp Verde area.

Thank you for your consideration of this project.

Sincerely,
Sergio and Ofelia Goma
Owners, Sinagua Malt

Submitted by:
Ben Bassous
Tierra Verde Builders, Owner

Attachment B



Support your local merchants

DRAFT MINUTES

TOWN OF CAMP VERDE – PLANNING & ZONING COMMISSION

REGULAR SESSION

473 S. MAIN STREET, SUITE 106

THURSDAY, OCTOBER 12, 2023 at 6:00 P.M.

1. **Public Hearing:** Discussion, consideration and possible recommendation to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for approval of Zoning Map Change for 284 Homestead Parkway (APN 403-23-104H) from M1 (Industrial: General) to C3 (Commercial: Heavy Commercial).
 - **Staff Comments**

Town Planner Cory Mulcaire presented to the Commission, using a PowerPoint presentation, on Alkemista. Right now, they are zoned as an M1 Industrial Zoning. However, are requesting to downzone to C3 Commercial to put a tap tasting room and coffee house in the front building. They are currently surrounded by C2 and M1, and across the street is R2. They have a facility in the Village of Oak Creek. Their Camp Verde facility was originally just going to be their malt house for their breweries. However, they are now going to put that part in the back, to create the tasting room and coffee bar in the front for the public. C3 will be a more appropriate zone for them.

C2 would not be appropriate, as the back of their facility will still be storage, which is not allowed in C2. C3 will allow for what they currently have, but also open them up for what they are planning to do at their facility.

Commissioner Foreman said he's never been opposed to downzoning and feels this is a good idea.
 - **Open Public Hearing** Chairman Faiella opened the public hearing at 6:12 PM. *No Blue Cards.*
 - **Close Public Hearing** Chairman Faiella closed the public hearing at 6:12 PM.

- **Commission Discussion**
No Discussion.

On a **motion** by Commissioner Foreman, seconded by Commissioner Osses, the Commission **moved** to recommend approval to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Zoning Map Change for 284 Homestead Parkway (APN 403-23-104H) from M1 (Industrial: General) to C3 (Commercial: Heavy Commercial)

Roll Call Vote:

Commissioner Tippet: Aye

Commissioner Osses: Aye

Commissioner Blue: Aye

Chairman Faiella: Aye

Vice Chairman Scantlebury: Absent

Commissioner Lomeland: Aye

Commissioner Foreman: Aye

Motion Carries 6-0.

and Site Proposed for Rezoning



OPEN S

R1L

-W-White-Hawk-Dr-

R2

C2

APN
403-23-104H

SITE

M1

TOWN OF CAMP VERDE

M1

-W-Davidson-Dr

ROW-

C2

W. State Route 260

C2

ROW

Shrock-Rd-

Affidavit

I, Pam Miller/Tierra Verde Bldgs, owner/agent of parcel 403-23-104H have notified the neighbors within 300' of above property, by sending letters on September 1, 2023 to notify them of the neighborhood meeting that I conducted on the 21st day of September 2023.

I posted my property with meeting the date, time, and place, on the — day of — 20—, and taken a photograph of such posting.

I, Pam Miller, owner/agent of parcel 403-23-104H will provide a summary of neighborhood meeting I conducted to the Planning & Zoning Department of Camp Verde with the associated application submittal, attesting to the issues and concerns discussed at the above neighborhood meeting.

Summary Statement: Attendees included John Bascous (DOA); Pam Miller (DOA), Laura Kessler, owner of property across street parcel # 403-23-1034, and her broker, Chris Campbell. Bill Maxwell called after he received the letter asking about the meeting place but did not attend. Laura commented she thinks the project is great and will add value to the area.

If Summary statement is too long, attach a copy.

State of Arizona}

County of Yavapai

Pam Miller
Signature of Document Signer No. 1

Signature of Document Signer No. 2

Subscribed and sworn to (or affirmed) before me this 27 day of September 2023.



Trina Leigh Ritchie
Signature of Notary

E. C3 DISTRICT (Commercial: heavy commercial)

1. Purpose:

The C3 District is intended to accommodate a broad range of commercial sales and service uses, excluding certain activities and operations for which Industrial District zoning (PM, M1, M2) is required.

2. Permitted Uses and Structures:

- a. Agriculture and cultivation.
- b. Antique Sales.
- c. Assembly, construction and processing plants.
- d. Automobile & machinery sales. (See Section 309 for outside display requirements.)
- e. Automobile repair (heavy) (Ord 2015 A407).
- f. Automobile repair (light).
- g. Automotive service stations.
- h. Automobile Storage Yard.
- i. Baking and confection cooking for on-site sale only.
- j. Bars, tap rooms and nightclubs.
- k. Body and fender shops including a paint booth within closed building.
- l. Bottling plants confined to closed building.
- m. Bowling alleys and poolrooms.
- n. Business offices, banks and similar; including drive-through.
- o. Caretaker Living Quarters (Manufactured, Modular or Site Built.) Mobile Homes Prohibited (See Part 3 Section 306.B.1.b.3).
- p. Cleaning and dyeing plants within closed building.
- q. Commercial art galleries.
- r. Commercial ballrooms, arenas, gymnasiums, rinks, pools and indoor shooting galleries.
- s. Commercial bath and massage.
- t. Commercial parking facilities.
- u. Community parks, playgrounds or centers.
- v. Custom service and craft shops.
- w. Custom tire recapping.
- x. Custom warehouses within closed building and not including animals.
- y. Dancing, art, music, business and trade schools (including permission for public recitals, concerts and dances).
- z. Educational institutions (including private schools, provided they offer curriculum of general instruction comparable to similar public schools).
- aa. Flood control facilities.
- bb. Frozen food lockers

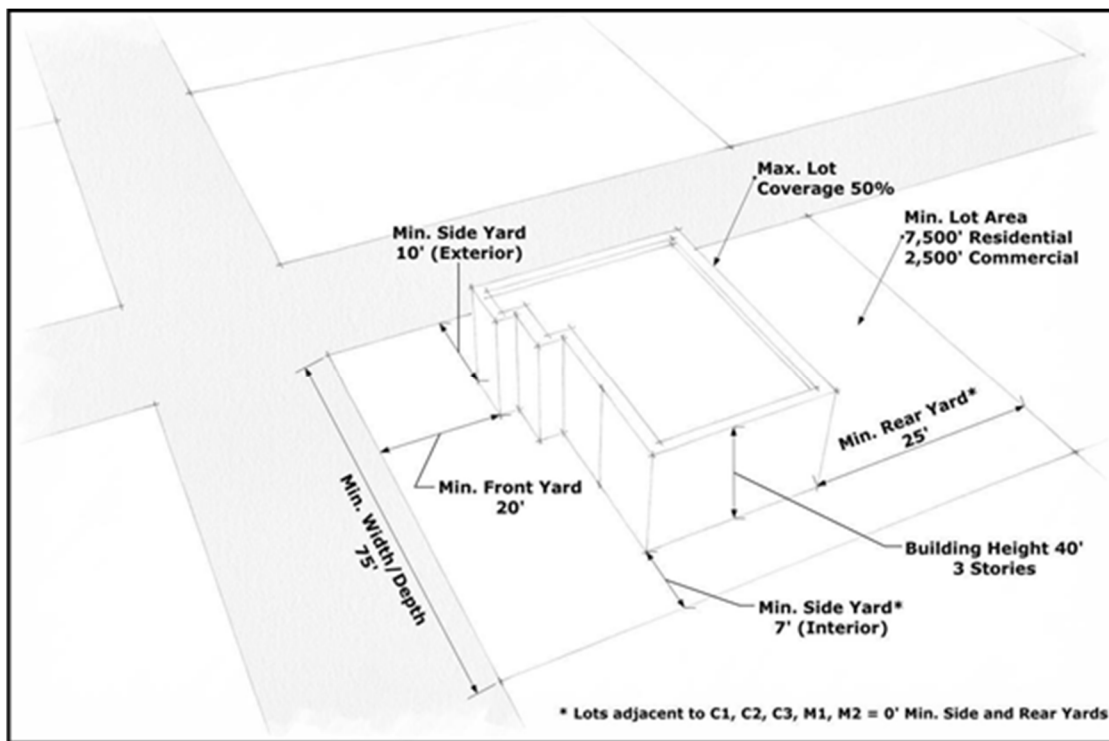
- cc. Golf courses with accessory uses such as pro shops, shelters, rest rooms.
- dd. Historical Landmarks.
- ee. Hospitals, clinics, sanitariums, nursing homes and assisted living care facilities (intermediate, extended and long-term) for the care of humans.
- ff. Hotels and motels with five or more guest rooms.
- gg. Keeping of farm animals, limited (See Section 305).
- hh. Laundrettes (limited to machines not exceeding 25 pounds capacity according to manufacturer's rating).
- ii. Lumber yards (prohibiting sawmill operations).
- jj. Medical Marijuana Dispensary (See Part 3 Section 304), (Definition: See Part 1 Section 103)
- kk. Miniature golf establishment.
- ll. Mortuary.
- mm. Nursery schools; day care centers (child or adult).
- nn. Offices wherein only professional, clerical or sales services (such as real estate or insurance) are conducted.
- oo. Open land carnival and recreation facilities (religious & educational institutions).
- pp. Other accessory uses commonly associated with primary permitted use (See Section 301 C).
- qq. Personal services.
- rr. Pet shops within a closed building.
- ss. Private clubs and lodges operated solely for the benefit of bona fide members.
- tt. Public auction within closed building.
- uu. Religious institutions (in permanent buildings).
- vv. Restaurants and cafes, including drive-through.
- ww. Retail sales.
- xx. Sales (retail and wholesale) and rentals.
- yy. Storage Facility.
- zz. Theaters, auditoriums, banquet and dance halls.
- aaa. Transportation terminal and transfer facilities within closed building.
- bbb. Veterinary services.
- ccc. Water distillation and bottling for retail sales only.
- ddd. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for onsite consumption or wholesale distribution with the following limitations:
 - 1. All such manufacturing and processing actively shall be conducted within a completely enclosed building along with all materials used for the manufacture – processing. Products ready for shipping must be stored within a closed building.

2. A microbrewery in the C3 District may process and produce up to 300,000 U.S. Gallons of beer per year.
 3. A winery in the C3 District may process and produce up to 36,000 U.S. gallons of wine per year.
3. Uses and Structures Subject to Use Permit
 - a. Government facilities and facilities required for the provision of utilities and public services.
 - b. Outdoor recreation or assembly facilities.
 - c. Mobile/manufactured home and recreational vehicle parks subject to the requirements of Section 306.
 - 1) Notwithstanding the foregoing, in the event a Planned Area Development (PAD) District is established per Section 203, this use may be included in any Development Plan thereunder and approved without being subject to a Use Permit application and hearing procedures set forth in Section 601.
 - d. Transmitter stations and towers for automatic transmitting.
 - e. Revival tents and similar temporary operations (See Section 601.D).
 - f. Temporary Use Permits, subject to administrative approval (See Section 601.C):
 - 1) Occupancy of temporary housing, including travel trailers, during the construction of a permanent dwelling is allowed during the 12-month period after issuance of a building permit.
 - 2) Model homes, temporary offices (construction and pre-construction sales offices/showrooms), construction sheds and yards incidental to a recorded residential development or other construction project (subject to District setbacks) for a period not to exceed 12 months.
 - g. Cemeteries for human or animal internment (See Section 308).
 - h. Public stables, livestock breeding, boarding and sales.

Table 2-8: C3 Dimensional Standards

Zoning District	"C3"
Minimum Lot Area (sq.ft.)	7,500' Res., 2,500' Com.
Minimum Area/Dwelling (sq.ft.)	1 Caretaker d.u. only
Minimum Width OR Depth (feet)	75'
Maximum Bldg Ht (stories)	3
Maximum Bldg Ht (feet)	40'
Maximum Lot Coverage (%)	50%
Minimum Front Yard (feet)	20'
Minimum Rear Yard (feet)	0' (25' adjacent to residential zones)
Minimum Side Yard Interior (feet)	0' (7' adjacent to residential zones)
Minimum Side Yard Exterior (feet)	10'

Figure 2-8: C3 Dimensional Standards



E. M1 DISTRICT (Industrial: General)

1. Purpose:

The M1 District is intended to provide the type of industrial facilities that, while not necessarily attractive in operational appearances, are installed and operated in a manner so as not to cause inconvenience or substantial detriment to other uses in the District (or to adjacent Districts).

2. Permitted Uses and Structures:

- a. Adult oriented businesses as defined in A.R.S. § 11-821H as may be amended, provided that no such adult oriented business shall operate in violation of A.R.S. § 13-1422 as may be amended or other applicable law nor be within 500 feet of schools, a church or an existing adult oriented business.
- b. Agriculture and cultivation.
- c. Assembly, construction and processing plants.
- d. Automobile repair (heavy) (Ord 2015 A407).
- e. Automobile repair (light).
- f. Automobile Storage Yard
- g. Body and fender shops including a paint booth within closed building.
- h. Bottling plants confined to closed building.
- i. Caretaker Living Quarters. (Manufactured, Modular or Site Built.) Mobile Homes Prohibited (See Part 3 Section 306 B.2.c).
- j. Cemeteries for human or animal internment (See Section 308).
- k. Cleaning and dyeing plants within closed building.
- l. Commercial parking facilities.
- m. Community parks, playgrounds or centers.
- n. Custom service and craft shops.
- o. Custom tire recapping.
- p. Dispensing of gasoline and similar petroleum products from exposed storage tanks (subject to requirements of Underwriters Laboratories Inc. or similar), provided no such tank shall be located closer than 25 feet to the lot boundaries.
- q. Flood control facilities.
- r. Frozen food lockers.
- s. Historical Landmarks.
- t. In-plant restaurants as an accessory use, and including roof or landscaped patio dining facilities.
- u. Keeping of farm animals, limited (See Section 305).
- v. Lumber yards (prohibiting sawmill operations).
- w. Medical Marijuana Dispensary Off-Site Cultivation Location/Facility.(see Part 3 Section 304) (Definition: See Part 1 Section 103)
- x. Mortuary.
- y. Motion picture productions, radio and television studios.

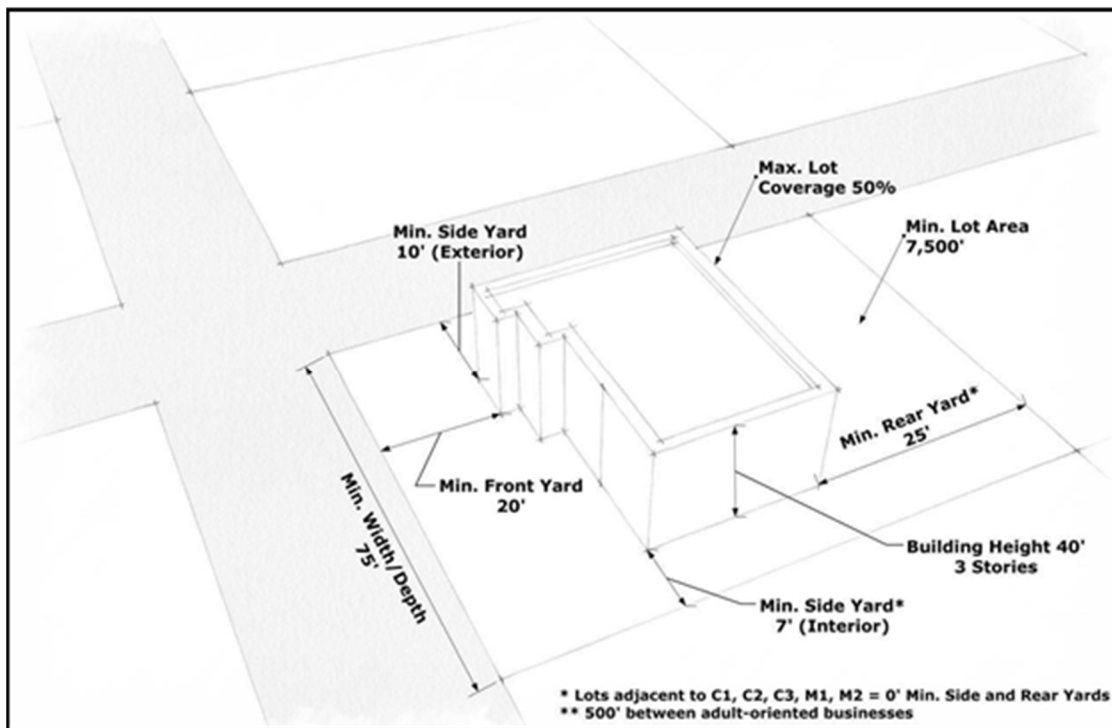
- z. Other accessory uses commonly associated with primary permitted use. (See Section 301 C.)
 - aa. Religious institutions (in permanent buildings).
 - bb. Retail sales.
 - cc. Storage Facility.
 - dd. Warehouses.
 - ee. Water distillation and bottling for retail sales only.
 - ff. Microbreweries or Wineries for the manufacture and processing of beer or wine respectfully for wholesale distribution.
3. Uses and Structures Subject to Use Permit
- a. Government facilities and facilities required for the provision of utilities and public services.
 - b. Transmitter stations and towers for automatic transmitting.
 - c. Temporary Use Permits, subject to administrative approval (See Section 601.C):
 - 1) Occupancy of temporary housing, including travel trailers, during the construction of a permanent dwelling is allowed during the 12-month period after issuance of a building permit.
 - 2) Model homes, temporary offices (construction and pre-construction sales offices/showrooms), construction sheds and yards incidental to a recorded residential development or other construction project (subject to District setbacks) for a period not to exceed 12 months

Table 2-10: M1 Dimensional Standards

Zoning District	"M1"
Minimum Lot Area (sq.ft.)	7,500'
Minimum Area/Dwelling (sq.ft.)	1 Caretaker d.u. only

Minimum Width OR Depth (feet)	75'
Maximum Bldg Ht (stories)	3
Maximum Bldg Ht (feet)	40'
Maximum Lot Coverage (%)	50%
Minimum Front Yard (feet)	20'
Minimum Rear Yard (feet)	0' (25' adjacent to residential zones)
Minimum Side Yard Interior (feet)	0' (7' adjacent to residential zones)
Minimum Side Yard Exterior (feet)	10'

Figure 2-10: M1 Dimensional Standards



SECTION 601 - ZONING DECISIONS

A. Zoning Ordinance Amendment Applications and Hearings

Any amendment to this Zoning Ordinance, which changes any property from one zone to another, imposes any regulation not previously imposed, or which removes or modifies any regulation previously imposed shall be adopted in the manner set forth in this section.

1. **Applications for Zoning Ordinance text amendments, rezoning amendments, Use Permits**, or other requests requiring Town Council approval shall be filed in the office of the Community Development Department on a form provided, along with such supplemental information required by the Department, and shall be accompanied by a fee established by approval of the Town Council. No part of any such fee shall be refundable after an application is filed and such fee paid, except at the discretion of the Town Council.
 - a. The Planning and Zoning Commission shall hold a public hearing within 90 days of the date of a complete application submittal. After such hearing the Council may adopt the recommendation of the Planning and Zoning Commission without holding a second public hearing provided there is no objection, request for public hearing or other protest.
 - b. The Town Council shall hold a public hearing if requested by the party aggrieved, any member of the public or of the Town Council, or in any case, if no public hearing has been held by the Planning and Zoning Commission.
2. **Notice of the time and place** of Council or Commission hearing shall be given in the time and manner provided for:
 - a. Notice of public hearing before the Commission or Council for all amendments to the Zoning Ordinance text, the zoning map, Use Permits, or other requests, shall be done in accordance with the provisions of Arizona Revised Statutes 9-462.04 as they exist now or as they are amended from time to time. Such notice includes at a minimum the posting and publishing of public hearing notices as specified in the statute.
 - b. Written protests of any recommendation action taken by the Commission shall be filed in the office of the Community Development Department before noon on the Monday of the week preceding the Council meeting at which such amendment will be considered. If such written protest constitutes twenty percent (20%) or more of the immediate area involved in a request for rezoning as specified in ARS 9-462.04.H, as may be amended, a favorable vote of three- fourths of the Council shall be required.
 - c. A decision made by the Council involving rezoning of land which is not owned by the Town and which changes the zoning classification of such land may not be enacted as an emergency measure and such a change shall not be effective for at least 30 days after the final approval of the change in classification by the Council.
 - d. In the event an application has been denied by the Council, the Commission shall not consider a similar application within 12 months of the application date.
3. **Citizen review and participation process** is required for all zone change applications or Use Permit applications:
 - a. Prior to any public hearing, the applicant or an appointed representative shall arrange a meeting with the planning staff which identifies development issues as well as arrangements and scheduling for the neighborhood meeting described in subsection **b** below.

- b. The applicant or an appointed representative shall conduct a neighborhood meeting designed to inform adjoining residents and property owners about the proposed zone change, specific plan application or Use Permit.
 - c. At least 15 days prior to the scheduled neighborhood meeting, the applicant shall notify all property owners within 300 feet of the subject site by first class mail and post the actual property with meeting date and time. The notification shall include the date, time and place for the neighborhood meeting, as well as a description of the proposed land uses. The applicant shall provide an affidavit attesting to this notification being accomplished.
 - d. It is the responsibility of the applicant or their representative to conduct the meeting, provide an opportunity for a question and answer period by the audience, and identify a point of contact to the public for follow-up questions and comments.
 - e. The applicant shall prepare a written summary of the meeting by way of affidavit, including a list of attendees and the issues and concerns discussed and submit a copy of the summary, with a photo of the posting on the property and a copy of the meeting announcement letter, to the Planning Department within 15 days after the neighborhood meeting.
4. **Zoning Ordinance text amendments:** If the Town adopts any zone change or any amendment that imposes any regulation not previously imposed or that removes or modifies any such regulation previously imposed, it must comply with the citizen review process as set forth in ARS §9-462.03, as may be amended, and the public hearing notice procedures set forth in ARS 9-462.04.A as may be amended.

B. Site Plan Review and Development Standards

Key to obtaining compliance with the regulations of this ordinance and achieving the objectives of the Town's General Plan is the administrative review of Site Plans for new development as regulated in Part 4 Development Standards. The Site Plan entails preparation of drawings for proposed uses and buildings that conform to the Development Standards, depicting adequate grading/drainage and Appearance Compatibility (Section 402), landscape and screening (Section 402), parking and loading (Section 403), signs (Section 404) and outdoor lighting (Section 405) as required in these regulations.

The Site Plan Review process is administered by the Community Development Department in conjunction with other Town departments. The Community Development Director is authorized to approve minor modifications to strict adherence of zoning regulations due to physical constraints of the project site. Appeals may be scheduled for hearing by the Board of Adjustment and Appeals. Major development projects may also be referred to the Commission and Council for a hearing, review and approval, which hearing and review process is mandatory if so stipulated by prior Council action such as rezoning or PAD approval.

For non-residential and multi-family developments as described in Section 400B, additional review of Appearance Compatibility Drawings is required (Section 402 C). Appearance Compatibility Drawings are reviewed by Town staff simultaneously with the Site Plan Review process, in accordance with the process specified in Section 400C.

C. Use Permit Approvals

Use Permits are provided to ensure the orderly use of land in conformance with the General Plan and applicable Town standards where uses are proposed that may require special limitations or conditions to provide compatibility with other uses. The application for Use Permit approval is applicable to those uses that are specifically listed as "Uses and Structures Subject to Use Permit" in each Zoning Use District in Part Two Section 203.

1. Review and Approval

- a. Use Permits will be granted only upon a finding by the Council that the use covered by the permit, the manner of its conduct, and any structure which is involved, will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general, and that the use will be in conformity with any conditions, requirements, or standards prescribed by the Town Code or Council.
- b. Use Permits may contain specific limitations on the scope, nature and duration of the use, as deemed proper in accordance with the following criteria:
 - 1) Any significant increase in vehicular or pedestrian traffic;
 - 2) Nuisance arising from the emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding that of ambient conditions;
 - 3) Contribution to the deterioration of the neighborhood or to the downgrading of property values which, is in conflict with goals, objectives or policies of the General Plan;
 - 4) Compatibility with existing surrounding structures and uses; and
 - 5) Adequate control of disruptive behavior both inside or outside the premises, which may create a nuisance to the surrounding area or general public.
- c. The burden of proof for satisfying the above requirements shall rest with the applicant. A refusal of a Use Permit shall not be interpreted as the denial of right, conditional or otherwise.
- d. Where an application involves a definite development scheme, the applicant must submit a layout and landscape plan, building elevations and other pertinent data as may be requested, and the Council may condition the Use Permit to fully carry out the provisions and intent of the Zoning Ordinance.
- e. The Use Permit is valid and operable only for the specific use as granted and subject to any specified time limit. No use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.

Within 30 days of any change, permittees shall notify the Community Development Department of any changes.

2. Duration and Voiding of Use Permit

- a. To secure the objectives of this Zoning Ordinance, Use Permits may be for a fixed time period, and a Use Permit does not grant a vested right beyond the term of the permit.
- b. The permittee must obtain building permits within six months from the date the Use Permit was issued. Failure to obtain a building permit or begin the use shall void the permit unless a delay to start the construction has been granted or an extension has been applied for with the Community Development Director prior to the expiration of the six-month period. Additional extensions must go to Council.
- c. If the use or uses for which a Use Permit has been granted are discontinued for a continuous period of six months, the Use Permit is voided.
- d. Violation of the terms of the Use Permit or this Zoning Ordinance voids the Use Permit.
- e. Decisions by the Community Development Director, which result in the voiding of the Use Permit, may be appealed to the Board of Adjustment and Appeals; subject to an application for appeal being on file in the Community Development Department within 30 days of notification of the Use Permit being voided.

D. Temporary Use Permits

Temporary Use Permits are provided through administrative review and approval to facilitate short- or restricted- term uses (such as, but not limited to: tents, carnivals, charitable events or similar uses/structures for public assembly in non-residential districts; and construction- or sales-related offices, storage yards or similar facilities including model homes, and sales stands of crops or agricultural products produced on-site in any District).

1. Temporary Use Permits may be granted by the Community Development Director or designee, after review by health and safety departments or agencies, and upon findings that the use and the manner of its conduct will not, considering its limited duration, be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general, and that the use will be in conformity with any conditions, requirements or standards prescribed by the Town Code or Council.
2. Approval may be conditioned by specific stipulations as to duration, conduct, mitigation of potentially detrimental effects and such other considerations as may be prudent for protection of the neighborhood and community.
3. Violation of the terms of the Temporary Use Permit approval constitutes grounds for its immediate revocation.
4. Decisions by the Community Development Director which result in the disapproval of a Temporary Use Permit may be appealed to the Board of Adjustment and Appeals, subject to an application for appeal being on file in the Community Development Department within 30 days of notification of the Community Development Director denial of the Temporary Use Permit application.

Finnie Flat Character Area



From Top To Bottom: Commercial Businesses Located At I-17 & State Route 260 Intersection, Commercial & Industrial Buildings Located Off Industrial Drive, RV Park On Finnie Flat Road, Medical Facility Located At State Route 260 & Finnie Flat Road, High Density Housing Located Off Cliff's Parkway

Photos Courtesy Of The Town Of Camp Verde Community Development Department & Google Street Map Imagery

Introduction To The Finnie Flat Character Area:

Named for the Finnie family, early pioneers to of the Camp Verde community, this area contains some of the community's newest and largest residential subdivisions in the southeastern portion of the character area. Distinct neighborhoods are found along Finnie Flat Road, South Cliffs Parkway, South 7th Street, and State Route 260 with mostly high density, single-family dwellings, including two planned unit developments (PUD's).

Along the Verde River, some old farm properties are found. At the center of the Finnie Flat area is an available housing development property with nearby infrastructure. A small section of Arizona State Land is in the southwest corner, which has livestock grazing.

The Finnie Flat character area is a diverse area. This area is ideally positioned for both commercial and high density residential growth for the Town. It encompasses busy shopping locations, an industrial park, a medical center, and residential neighborhoods. The junction of State Route 260 and Interstate 17 is an active 24-hour intersection that attracts many visitors coming to Verde Valley/Sedona or passing through. The industrial section is home to several heavy commercial businesses and has the advantage of being located directly off Interstate 17. A new campus for Northern Arizona Healthcare will improve medical services to the community and visitors. Closer to the Town's center is a shopping and business center, which is the primary location for residents to obtain essential services.

A riverfront trail system is being planned along the Verde River on a combination of land owned by, Arizona State Parks and Prescott National Forest. This access will be coordinated with any future planned development of residential subdivisions and commercial properties that includes a new home for the Verde Valley Archaeology Center.



Aerial Imagery Of A Portion Of The Finnie Flat Character Area
Photo Courtesy Of Yavapai County GIS

Finnie Flat Character Area

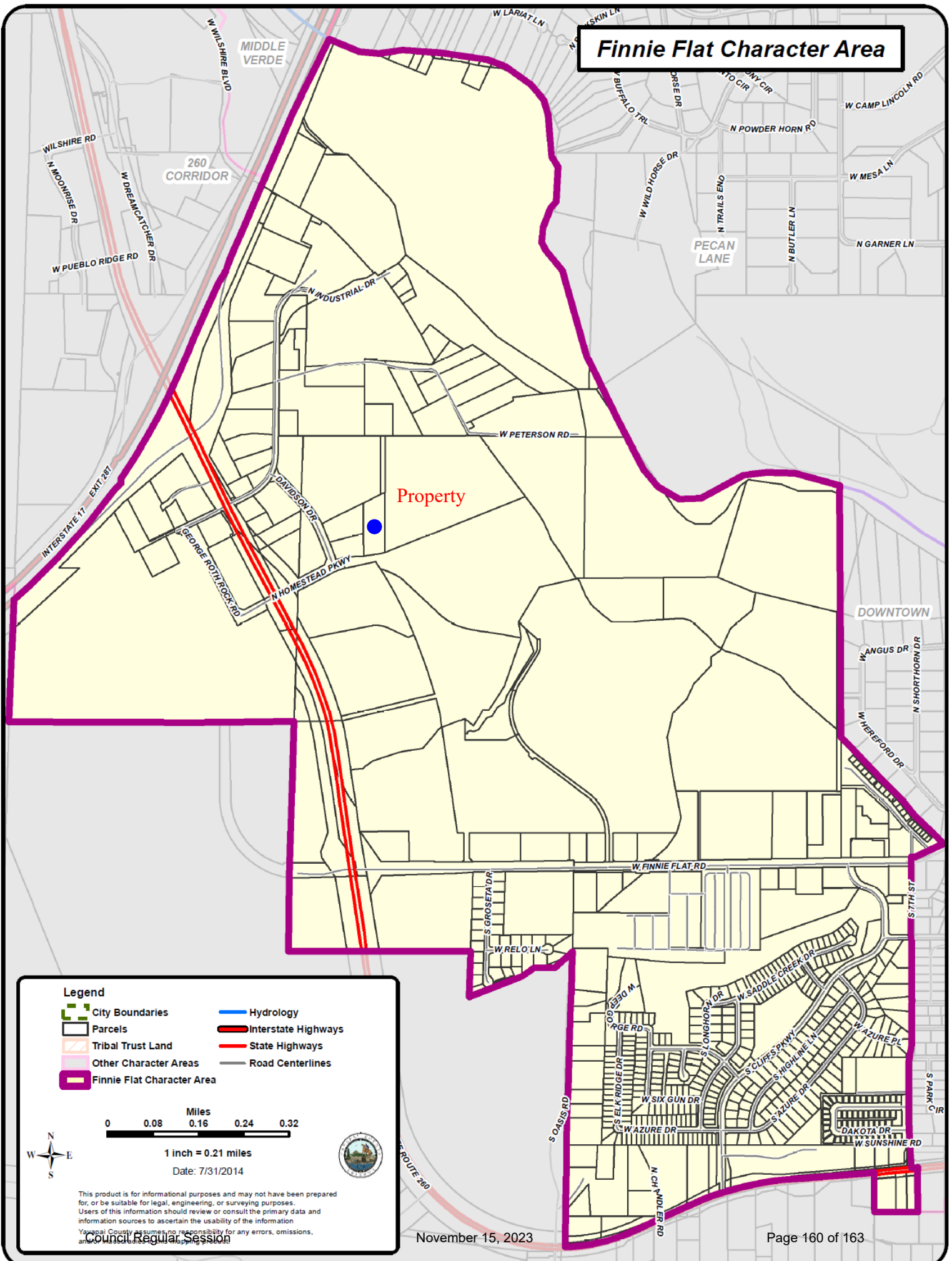


TABLE 3.6 - Land Use; Finnie Flat Character Area Reference Chart

PHYSICAL DESCRIPTION	BUILT ENVIRONMENT	CIRCULATION	POINTS OF INTEREST	DENSITY AND NON-RESIDENTIAL DISTRICTS
The Finnie Flat character area is approximately 1.77 square miles in size. The Finnie Flat character area is bordered on the North by the Verde River. The East border of this character area is comprised of Arizona State Park land just South of the Verde River which is 1.49 miles, Verde Outpost Townhouses, Verde Outpost Townhouses Amended Plat, a small portion of Finnie Flat Road and 7th Street. The Southern border of this character area primarily runs along State Route 260 from 7th Street to Oasis Road. The Western boundary of this character area consists of a portion of Interstate 17, State Lands South of Interstate 17, State Lands West of State Route 260, and State Lands South of Finnie Flat Road/West of Oasis Road. A small portion 2.26 % of this character area is comprised of U.S Forest Service Land and 2.82 % is State lands. Much of the area is comprised of commercial uses along State Route 260, Industrial Drive, and Finnie Flat Road. There also is a small area of general industrial along the North end of Industrial Drive and on the Southeast side of Davidson Drive towards Peterson Road. The residential areas in the Finnie Flat character area are high density residential and are comprised of site built, manufactured and modular homes. These high density residential areas are primarily located off of Cliffs Parkway and Finnie Flat Road.	Neighborhoods: - Groseta Gardens - Cliffs Unit 1 - Cliffs Unit 2 North - Cliffs Unit 2 South - The Village at Camp Verde - Verde Cliffs - Verde Outpost Townhouses - Verde Outpost Townhouses Amended Plat - Verde Ridge Unit 1-2 <i>* Metes and Bounds Property not located in platted subdivisions.</i> Businesses: - Agriculture - Charter Schools - Churches - Home Occupations - Hotels - Industrial Park - Mall - Medical Services - Restaurants - Retail Sales - RV Parks - Service Stations - Storage Facilities	Major Roads: - Finnie Flat Road - Cliffs Parkway - General Crook Trail - State Route 260 7th Street - Homestead Parkway - Industrial Drive - Oasis Road Major Interchanges: - Interstate 17 and State Route 260 Major Intersections: - State Route 260 and Industrial Drive - State Route 260 and Homestead Parkway - State Route 260 and Finnie Flat Road - State Route 260 and General Crook Trail - Finnie Flat Road and Cliffs Parkway - Finnie Flat Road and 7th Street Major Trails: - Heritage Loop Trail Gateway Entrances: - East side of I-17 at the junction of State Route 260. - State Route 260 at the intersection of Finnie Flat Rd.	Community Services: General: - Faulkner Wash - Gaddis Wash - West Wash Historic Sites: - Arizona State Park Land Parks and Recreation: - Verde River Water Resources: - Verde River Irrigation Ditches: - Verde/Woods Ditch	Existing Density: - Consists of varying densities ranging from 0 to 8 dwellings per acre. This area also includes Planned Area Developments (PADs) and Planned Unit Developments (PUDs) that consist of 0 to 11 dwelling units per acre. Existing non-residential zoning districts: - C2 on the West side of State Route 260 from the intersection of Interstate 17 and State Route 260, South to the intersection of State Route 260 and Homestead Parkway. - C2 located on the East side of State Route 260 from the intersection of Interstate 17 and State Route 260, South to the intersection of State Route 260 and Finnie Flat Road. - C2 located on the North and South side of Finnie Flat Road between State Route 260 and 7th Street. - C2 on the corner of State Route 260 and Cliffs Parkway. - C3/M1 located on the North end of Industrial Drive. - M1 on Davidson Drive near Homestead Parkway. - Open Space - Public Facilities Preferred non-residential zoning districts: - Agricultural Use & AG - RS/C1/C2 on the East and West side of State Route 260 from the intersection of Interstate 17 and State Route 260, South to the intersection of State Route 260 and Finnie Flat Road. - RS/C1/C2 on the North and South side of State Route 260 from Oasis Road to 7th Street. - RS/C1/C2 on the South Side of State Route 260 near the intersection of 7th Street. - RS/C1/C2 located on the North and South side of Finnie Flat Road between State Route 260 and 7th Street. - RS/C1/C2/C3/PM/M1 located on the North end of Industrial Drive. - RS/C1/C2/C3/PM/M1 on Davidson Drive near Homestead Parkway. - Mixed Use - Open Space - Planned Unit Development (PUD) - Public Facilities

Goals & Implementation Strategies:

In addition to the existing overall land use goals outlined in the land use element of the General Plan, the following goals have also been identified specifically for the Finnie Flat character area:

A. Goal: Promote regional commercial and employment opportunities.

Implementation Strategy:

- A. 1. Encourage regional commercial and employment centers to support the region's needs.
- A. 2. Promote the commerce corridor as a place for new businesses by partnering with other regional economic development agencies.
- A. 3. Facilitate the development of a corridor overlay plan to coordinate access, design, circulation and utilities.
- A. 4. Promote commercial and mixed use development adjacent to State Route 260 and adjacent to Finnie Flat Road.
- A. 5. Consider providing future multi-modal transportation improvements, such as bus pads and bus bays in development adjacent to major and minor arterial roadways.
- A. 6. Consider improvements in such aspects as streetscapes, public spaces, safety and over all community appearance.

B. Goal: Promote tourist related destinations and uses.

Implementation Strategy:

- B. 1. Encourage tourism-related uses, amenities and infrastructure that complement and/or expand new or existing tourism uses and destinations.
- B. 2. Encourage a gateway presence to provide visitor information about regional recreation opportunities and amenities.
- B. 3. Utilize this gateway to promote Camp Verde's unique heritage and identity.

C. Goal: Maintain the rural, residential and agricultural character of the area.

Implementation Strategy:

- C. 1. Encourage farmer's markets, community gardens, agricultural areas and roadside stands for the sale of locally grown produce and agricultural products.
- C. 2. Maintain low density rural development where it exists.
- C. 3. Encourage the protection of agricultural lands and rural landscapes to maintain the character of Camp Verde.
- C. 4. For new construction encourage site built housing.
- C. 5. Enhance multi-modal connectivity through bike lanes, trails and pedestrian pathways.
- C. 6. Encourage the preservation of agricultural soils, primarily through active farming.
- C. 7. Protect the rural character and cultural resources, preserve open space, enhance agricultural opportunities and reduce the loss of prime agricultural lands and important open space areas.

- D. Goal: Encourage the implementation of a Verde River Recreation Management Plan as defined by the citizens.²**

Implementation Strategy:

- D. 1 Identify and define access points as major, intermediate and neighborhood access points so they are compatible with the adjacent land use.
- D. 2 Encourage plan features, such as parks and a trail system that allow people to recreate at the river and connect with other points of interest.
- D. 3 Encourage recreation that is compatible with the natural and cultural environment.

- E. Goal: Create inviting gateway entrances.**

Implementation Strategy:

- E. 1. Utilize sources and signage to welcome, direct, inform and promote Camp Verde's unique character and its environments.
- E. 2. Promote improvements for safe and efficient traffic flow.
- E. 3. Communicate with landowners, businesses and government entities on developing gateway entrances.

Gateway Entrances:

- East side of Interstate 17 at the junction of State Route 260 area.
- At the intersection of State Route 260 and Finnie Flat Road.

² The Verde River Recreation Management Plan was adopted by Town Council on February 3rd, 2016. For additional information please visit <http://www.cvaz.org>.