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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, FEBRUARY 16, 2022 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/81581827070?pwd=M1AzY0JjU29HSm5qNE5zc2pNSE1wUT09>

**One Tap Mobile: 1-346-248-7799 or 669-900-9128
Meeting ID: 815 8182 7070
Passcode: 163403**

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, Bill LeBeau, Cris McPhail Jessie Murdock, Robin Whatley, Vice Mayor Joe Butner, 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) Work Session– January 12, 2022 Page 5
 - 2) Special Session – February 2, 2022 Page 9
 - 3) Executive Sessions – February 2, 2022 (recorded - on file)
 - b) **Set Next Meeting, Date and Time:**
 - 1) Work Session Retreat – Friday 25, 2022 at 12:00 p.m.
 - 2) Regular Session – Wednesday March 2, 2022 at 6:30 p.m.
 - 3) Work Session – Thursday March 10, 2022 at 5:30 p.m.
5. **Call to the Public for 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:

- **Proclamation – A Proclamation supporting and honoring our Veterans in the Verde Valley Stand Down – Serving Veterans** Page 27
- **Presentation and Update on the merger of Hope Women’s Center with Abide Maternity** Page 29
- **Camp Verde Marshal’s Oath of Office for Jacob Zeid and Dustin Richardson**

7. Discussion, Consideration and Possible Approval of the FY23 Budget Calendar. Staff Resource: Michael Showers Page 31

8. Discussion, Consideration and Possible Approval of 911 dispatch stations in the amount of \$62,705.00 Staff Resource: Corey Rowley Page 33

9. Discussion, Consideration and Possible Approval of awarding Project# 22-155 Town of Camp Verde Butler Park relight project to MUSCO Lighting, 1GPA Purchase-Contract #18-23DP-01, in the amount of \$485,475.00 Staff Resource: Michael Marshall Page 41

10. Discussion, Consideration and Possible Approval of an addition to the scope of services with Woodson Engineering & Surveying for the Main Street Sewer Replacement and Storm Sewer Design Professional Services Agreement Approved by Town Council on October 20, 2021. The request is to add reuse and potable line design to the scope of services in the amount of up to \$120,000. Staff Resource: Troy Odell Page 49

11. Discussion, Consideration and Possible Approval of a contract with Bungler Steel, Inc. to design and construct a foundation and canopy for the existing Chlorine Contact Chambers in the amount not to exceed \$135,000 using the 2018 Wastewater Infrastructure Finance Authority (WIFA) loan proceeds. Staff Resource Troy Odell Page 79

12. Discussion Consideration and Possible Direction to staff to go out to bid for a Request for Proposal for an Independent Audit of the Sports Complex from and including the purchase of the property, up to and including February 1, 2022. Staff Resource Councilor Baker and Councilor LeBeau Page 103

13. Discussion, Consideration and Possible Approval of a request for waiver-reimbursement of the variance fee of \$515 for Jeff and Jane Galloway. Staff Resource: John Knight Page 105

14. **Discussion Consideration and Possible Direction to Attorney and staff regarding current letter of engagement with Sim Mackin, Ltd. To include but not limited to: hourly rate and possible contract.** Staff Resource: Bill Sims Page 125
15. **Call to the Public for 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 A.R.S. §38-431.01(H))
16. **Council Informational Reports.** These reports are relative to the 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. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
17. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
18. **Update, Discussion and Consultation with the Town Attorney for legal advice regarding water and land agreements with the Yavapai-Apache Nation. The Council may, by majority vote, recess the special meeting, hold an executive session, and then reconvene the Regular meeting for discussion and possible action on this item as covered under A.R.S. 38-431.03 (A)(2); (A)(3); (A)(4); (A)(5); (A)(6).**
- **Recess into and hold Executive Session pursuant to A.R.S. §38.431.03 (A)(1); (A)(2); (A)(3); (A)(4); and (A)(5)**
 - **Reconvene Open Session**
19. **Discussion and Consideration and Execution of the Town Manager's Annual Performance Review. Pursuant to A.R.S. §38-431.03(A)(1). The Council may, by majority vote, recess the Regular meeting, hold an executive session and then reconvene the Regular meeting for discussion and possible action on**

this item as covered under A.R.S. §38-431.03 (A)(1).

- **Recess into and hold Executive Session pursuant to A.R.S. §38.431.03 (A)(1)**
- **Reconvene Open Session**

20. 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 following purposes: (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1)); (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2)); (3) Discussion or consultation for legal advice with the attorneys of the public body. (A.R.S. §38-431.03(A)(3)); (4) Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4)); (5) Discussion or consultation with designated representatives of the public body to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5)); (6) Discussion, consultation or consideration for negotiations by the town or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6)); (7) Discussion or consultation with designated representatives of the town to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(7)).

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 Bhasas on 02-10-2022 at 4:30 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Cindy Pemberton

Cindy Pemberton, Town Clerk

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. 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.

DRAFT MINUTES
TOWN OF CAMP VERDE
WORK SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JANUARY 12, 2022 at 5:30 P.M.

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

1. Call to Order

Mayor Dee Jenkins called the meeting to order at 5:30 p.m.

2. Roll Call

Mayor Dee Jenkins, Vice Mayor Joe Butner, Councilor Bill LeBeau (ZOOM), Councilor Robin Whatley, Councilor Jackie Baker, and Councilor Cris McPhail are present. Councilor Jesse Murdock is absent.

Also Present

Town Manager Russ Martin, Finance Manager Mike Showers, Town Clerk Cindy Pemberton and Rec Secretary Jennifer Reed.

3. Pledge of Allegiance

Councilor Whatley led the Pledge.

4. Presentation and discussion on current Public Safety Personnel Retirement System (PSPRS) funding status and potential funding options available.

Town Manager Russ Martin stated this item is an unfunded debt. He introduced Mike Reeder from Stifel Public Finance.

Mr. Reeder introduced Claude Lockhart who is also in attendance via zoom from the Chicago office. Mr. Reeder reviewed the background on PSPRS and how this unfunded debt happened. The Town of Camp Verde's unfunded balance is \$2,471,339. He is hoping to be able to sell bonds to bring it down to \$2 million. Mr. Reeder reviewed the unfunded liability costs and how we compare to our peers.

Mr. Reeder stated they have been working to put together a Contingency Reserve Fund Policy. Council will be reviewing this at the next Council Meeting.

Mr. Martin stated the Contingency Reserve is about market risk vs budget. They will have to make a guesstimate as to how much to borrow.

Vice Mayor Butner asked if this is tax free municipal bonds? Mr. Martin stated that no these are taxable.

Council discussed the differences of Tiers 1, 2, & 3 and which tiers are affected.

The Council has three options to consider:

- Do nothing- Continue to pay accelerating payments to PSPRS resulting in possible tax increase in the future, need to cut expenses, or potentially a combination of both.
- Amend current PSPRS policy and budget more dollars towards the unfunded liability.
- Refinance debt to PSPRS accruing at 7.3% with taxable obligations yielding approximately 3.25%- address the legacy trajectory by chopping down the future mountain with fixed debt service payments and consider implementing a contingency reserve fund to help manager future liability.

Break: 6:25pm

Resume: 6:27pm

5. Update and discussion on personnel budgets including positions approved in the FY21/22 budget and completion of wage adjustments according to the adopted salary plan.

Town Manager Russ Martin reviewed past practices. Council was told this would be revisited. The majority of the numbers are associated with Department Heads and there are about 50 employees who will see adjustment moving forward. Mr. Martin stated that Council approved the increases but wanted to make sure they were still on board to move forward.

Finance Director Mike Showers reviewed the expense and revenue sides. He gave example of what being 100% funded, what the numbers would look like. Mr. Showers reviewed a handout (see attached.) Revenues have been going up and everything looks positive. Even the HERF Fund has been growing.

Mayor Jenkins would like to see the expenses. Mr. Showers stated expenses are on track.

Councilor McPhail stated it is not enough to pay a living wage, we also need to give you the tools you need to do your job. Mr. Showers will be bringing ideas to another meeting.

Mr. Martin said the numbers would lower without his salary adjustment. He said if this is approved without him, these increases could go into effect now.

Councilor McPhail would like to make everyone whole.

Mr. Martin stated that everything has already been approved and the money has been budgeted. He is looking for Council to direct staff if they are still comfortable with the previous decision.

Mayor Jenkins stated she would like to go ahead with staff going forward and then discuss Mr. Martin's adjustment during his review.

Mr. Martin moved on to “New Positions.” These have also have already been approved and budgeted. The new positions can start when the budget has been funded. Most positions will be ready to go April 1st.

Council discussed the new finance position and the new Admin Assistant position.

Councilor Baker asked that after this there will be really good equality? Employees will feel secure and paid well? Mr. Martin stated yes, employee should not move somewhere because of the money. We should be on par in relation to other employers.

Brandy Cabrera commented via zoom to express her appreciation for Jen (the intern). She has met her required hours for her Master’s Degree but continues to volunteer her time.

6. Adjournment

Mayor Dee Jenkins adjourned the meeting at 7:02 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 Work Session of the Town Council of Camp Verde, Arizona, held on January 12, 2022. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2022.

Cindy Pemberton, Town Clerk

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**MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, FEBRUARY 2, 2022 at 6:30 P.M.
ZOOM MEETING LINK**

<https://us02web.zoom.us/j/87904902845?pwd=dTd0OQlhHcEl3bEszZUdPUlZlcUtlQT09>

**One Tap Mobile: 1-253-215-8782 or 1-346-248-7799
Meeting ID: 879 0490 2845 Passcode: 458831**

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

1. Call to Order

Mayor Jenkins called the meeting to order at 6:30 p.m.

2. Roll Call. Council Members Jackie Baker, Bill LeBeau, Cris McPhail Jessie Murdock, Robin Whatley, Vice Mayor Joe Butner, and Mayor Dee Jenkins.

Others in attendance: Town Manager Russ Martin, Town Clerk Cindy Pemberton and Transcriber Dana Donahue

3. Pledge of Allegiance

The Pledge of Allegiance was led by Councilor Murdock

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.

The agenda was read by Ms. Pemberton. She stated the dates should read 2022 not 2021.

a) Approval of the Minutes:

- 1) Regular Session – January 5, 2021,
- 2) Regular Session – January 19, 2021

b) Set Next Meeting, Date and Time:

- 1) Regular Session–Wednesday February 16, 2022 at 6:30p.m.
- 2) Regular Session–Wednesday March 2, 2022 at 6:30p.m.
- 3) Regular Session–Wednesday March 16, 2022 at 6:30p.m.

Motion by Councilor LeBeau to approve the consent agenda with the approved changes made by the mayor. Second was made by Councilor Baker.

Roll Call Vote:

Councilor Baker-aye
Councilor Murdock-aye
Mayor Jenkins-aye
Councilor LeBeau-aye
Councilor McPhail-aye
Vice Mayor Butner-aye
Councilor Whatley-aye

Motion passes 7-0

5. **Call to the Public for 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))**

No public comment.

6. Special Announcements and Presentations:

Presentation by APS on proposed power upgrades in Camp Verde. A presentation was provided by APS on proposed power upgrades in Camp Verde. Brandon Echols APS. Brandon is the service supervisor in this area. He manages the new power lines. Mr. Echols advised the Council on the recent upgrades that APS is conducting.

Councilor Baker thanked Mr. Echols for coming and asked if the location next to Jones Ford a substation? Mr. Echols replied that it will be a service center.

Councilor Baker asked if all the poles will be metal? Mr. Echols replied yes, in those areas that can be accessed by a truck.

Councilor Baker asked when the project would be started. Mr. Echols replied they will start soon on the project on Vail. The others are pending.

Presentation and Updates on the Camp Verde Sports Complex. Ron Long/Russ Martin

Town Manager Russ Martin spoke about the updates on the Sports Complex. Ron Long was present via Zoom. Mr. Long gave a presentation over zoom. Mr. Martin said they were asked to give a history of the park, present conditions and what remains to be finished. Mike Marshall is online as well. Dory Blair is present.

Mr. Long spoke about the sports complex regarding a timeline/history of the park. It was started essentially when the town incorporated in 1987. Work began in the early 2000s when the town was looking for land for the park. The town purchased it for the future. The community desired a large park with many fields and other amenities. The work on this park began in March of 2008 when the town purchased 118.69 acres for 2.4 million dollars from the Forest Service. The town then hired RBF Consulting in 2008 to prepare a master concept plan for the sports complex. The plan was approved by council on November 12, 2008. This was only a master plan, not a construction document. The plan was based on three public workshops and a joint council and tribal meeting.

From 2008 to 2012 there was not very much activity because of the economy/recession. There was no funding at that time. They were on some very tight budgets. In 2012 they resumed work with the forest service for an additional easement. The purchase of the property did not include an easement that connected back to highway 260. They had a small easement from the Wastewater Treatment Plant. An archeologist and a surveyor was hired to gather the documentation to present to the forest service for the easement. The easement was approved in 2014 and gave an easement 100 feet wide, up from the 260 to the park. This will allowed improvement to the road to two lanes with a left and right turn lane, allowing us to move traffic.

In 2016 Parks and Rec secured a \$78,000 grant with a \$25,000 match from the town for a trail around the park property, which was approved by council. In the fall of 2016 Parks and Rec updated the concept plan for the council to include the trail.

In 2016 the Town hired a Kimberly Horn, one of our on-call consultants, to begin the design of phase IA. This phase was for grading, infrastructure, and storm water drainage. This included retention basins and underground water runoff. The idea was to get the plan going, all the grades established, and all the retention basins done. In January of 2017, the design was awarded in council to Kimberly Horn. That is when the actual design of the park began. In April of that year, Kimberly Horn was awarded the entrance road. In December of 2017 the Town secured a loan of \$7 million dollars. With insurance costs and overhead they had a little over \$6.7 million dollars to construct the park.

In January of 2018 and in March the sports complex phase IA was advertised to bid and in March was awarded to Earth Resources Corporation. Mr. Long pointed out that bid were received, with Earth Resources being lowest. Their estimate was \$1 million lower than any other estimates and \$2 million lower than our design engineers estimate. The market was caught at the right time.

In April of 2018 the Town awarded phase 1B to Kimberly Horn. Their mission was to pick up from where phase 1A left off. This phase was to design all the baseball fields and courts; everything above ground. In June of 2018 an additional easement was needed from the Forest Service. This was required for utilities to the park. They had to hire an archeologist and surveyors to provide the appropriate documentation for the Forest Service Approval which was approved in June of that year.

In early December of 2018 ERC completed its portion of Phase IA. In April of 2019, Phase IB was advertised. The first bid included all the amenities in Phase IB

They bid the next phase, but the prices came in so high, causing rework to the plan and redesign based on our budget. Went to bid twice. Bids were advertised in May and June of 2019. While that was happening, the bids were received in May and June and rejected. In June the new design of Phase 1B was rebid. It was advertised in November of 2019. It was awarded to Tierra Verde Builders in February of 2020.

The project was moving through the spring of 2020. A low interest loan of \$2.5 million for the sports complex was acquired. The plan was to build as much as public works could; both baseball fields and both soccer fields, the maintenance facility and the reservoir. The money was enough to make all those fields work. There were not going to be any tennis courts or restrooms, these were value engineered out of the project.

Between August and September, Public Works learned about the Land and Conservation Grant. They placed the project on hold and had to secure this grant from State Parks. The grant funding was supposed to be available in October of 2020. This is where the project started to slow down, prior to this the project was moving. They had materials on order, contractors scheduled and lined up to get work done. They were informed they would receive funding in a few months, so Mr. Long put the project on hold.

Public Works did not receive the monies until September of 2021, almost a year later. The contractor waited with us. He did not bill the town. He waited until they got the go ahead. When the money arrived, they worked with what materials they had already purchased. At that time, they hired an archeologist to examine the area. The Land and Conservation grant required us to hire an archeologist to monitor all excavation involved in the project. Until the monitoring plan is approved, they are to hold on any excavation work. Which they have done except for the dugouts and backstops.

Public Works has done all they can with the work that was in processes when they stopped the project. They are waiting for the archeologist to provide a monitoring plan

for further work. The plan has to be submitted to SHIPO, State Parks, Yavapai-Apache and Havasupai Tribes. They had concerns about the site and wanted the archeological monitoring. Until that plan is approved, and cannot do any excavation. Unless they want to come out of pocket with some monies, the project is paused.

The plan was submitted this morning. It could take about 30 days to get approval. Right now, they are not working on the park as they are waiting for approval from various entities. This could take quite some time. The Grant requires a lot of permits/permission/requirements, which the town has met and continues to meet. The amount of money we have is what it will take to complete the park.

As of Feb 2022, Public Works will be looking at field lighting. In February there will be a field lighting demonstration in Phoenix. Staff will be looking at several Vendors examples. One of them is Musco and the other is Qualight. The Musco demonstration is in Peoria and the Qualight is in Anthem. There will be plusses and minuses of each vendor. They need to get the lighting right. They cannot have excess "spillage" of light which would affect the neighbors.

Public Works will resume hopefully in March-April. Tierra Verde has some work to finish, such as the walkways and areas that require decomposed granite within the fields. Their contract is still open. They are having the contractor price some of the things that were originally in the 2020 bid. Unfortunately, prices are much higher now. There are several items that they still need such as an APS power line that will go underground. The power line requires a long, deep trench. It needs to go from the entrance gate, along the road and to the proposed maintenance facility, the restroom facility, some additional grass areas, maintenance facility and a metal building. Staff has been working on the design work for the metal building. State Parks gave Mr. Long permission to get a permit for the building. The entrance road is currently designed and is in ADOT for approval. There are a few issues, but it is working.

They have a reservoir and are building a 10-8-million-gallon reservoir to have water for the park. This gallonage will be able to water the park for a month. They cannot count on the wastewater facility to have enough water to keep the grass green. This is an additional storage measure which is necessary for the park. This is a large project and entirely necessary. They need potable water well for drinking water for the concession stand, drinking fountains and maintenance facility. They have landscaping, parking lots, fire hydrants (one of which is on McCracken rd.) and restroom facilities to do as well. This will have to go out to bid. A wastewater pump station is also needed. There are tennis courts, pickle ball courts, ramadas and shade structures as well as landscaping and parking lots to finish. Mr. Long stated he is working on all those things mentioned as far as putting together bids. They have a monitoring plan that will come through council. It should be coming soon.

These are going out to bid and should start again in March. In a year the Complex should be substantially completed. There should not be a whole lot left to do at that point.

Are there any questions?

Mayor Jenkins asked does this mean we cannot use the park for another year until it is finished, except for the trail? Mr. Long replied the football fields and soccer fields should be ready by April. The grass should be up and healthy again by early spring. The ball fields are a priority and only need fencing around the outfields, infield dirt, irrigation work and a few other things before they can be ready. They should be ready in early spring. We are only waiting for the go ahead from State Parks. Remember the park will remain as a construction site for the next year. If we want to have play on the fields, we will have to fence some areas off for safety reasons.

Councilor Baker asked about the archeology study. What areas will that impact? How will that impact our moving forward the rest of the year? Mr. Long replied that an archeologist needed to be present when any excavating was being done. Any artifacts found need to be noted and the proper authorities notified. He does not think further artifacts will be found because the entire site has already been graded and fill brought in. The top two to four feet of the surface of the park is fill and some areas the fill is eight feet deep. If we do find artifacts, we will note them. He does not anticipate a work stoppage for archeological reasons.

Councilor Murdock asked if the town could accept donations for park items if we have a contractor that is supplying them. We are working to complete our bid from Tierra Verde Builders. You mentioned we are going out to bid for the additional items we need. Are we accepting donations? Are we under any contractual tie to Tierra Verde, or once we are done with them, once we have hit the end point with them, or will our project manager be able to work with people that are willing to donate? Are we allowed to have people donate while we have an open contract with a general contract? Mr. Martin beyond the last few things to be done, that is an option. He mentioned there is a window for donations. Once we close a bid, it will tighten that up. If there are people that are interested in donating in the next couple of months or so, we can pull those items out of the bid or it will allow us moving forward all things. We anticipate about 5 million dollars won't be enough to finish because of cost of materials and labor. Other entities such as State Parks, recognize that materials have gone up substantially and we will need additional monies. If we can get some of those things donated, we don't have to deal with the federal processes, and it frees up a lot of time.

Councilor Murdock asked when will we be able to have people commit donations to us? When are we going to hit the finish line? Dory? Do we need to start marketing to outside entities and contractors and get them to commit to us? Mr. Long replied that the contract with Tierra Verde is still open. They need to finish the baseball fields and the goal posts. There is not much left on their current contract. They should be completed with what they have in their contract in the spring. The baseball fields are the biggest things remaining on their contracts. As far as donations and volunteers, several of the contractors on the job that work for Tierra Verde and two other contractors have donated the scoreboards for the fields. He would like the contractors that donated to come into council and be recognized for their generosity. The 14 items

read previously are not in Tierra Verde's contract. Mr. Long said he would like a few items added back on to the contract that were value engineered off of it. Tierra Verde would like a shot at the 14 items removed previously. He would like to add a few things back onto Tierra Verde's contract and give Tierra Verde a chance to do the work and give us his best price. If he cannot do the work in a timely manner, or his price is not correct, the remaining work will have to go out to bid. Ben Bassous would really like a chance to do the things we took out.

Councilor Murdock asked if we are still at the point where we have the tap out dollar amount to be approved by council? A specific amount. We have our threshold for our department heads or finance director payouts. Are we going to run into any problems paying anybody with or without approval of council? Mr. Martin said not at this time, but he has not seen the numbers and doesn't know. We haven't seen the numbers from Tierra Verde, if we even get to a number. It may be best to go out to bid. If there are times that are fairly priced, we will bring it to Council and council would add it back to the contract, so you have that ultimate number. It would depend on the number. If council approved a number less than the ultimate number, we would have to come back to you for that.

Vice Mayor Butner asked Mr. Long about two change order checks in 2018 to Earthworks for \$300k each. You indicated their bids came in nearly 1 million dollars under your estimate and about 2 million dollars under the engineers estimate. I know we paid them a \$300k change order check just before the end of 2018 and another \$300k change order check at the start of 2019. In all total, did they make up their million-dollar difference through change order checks? Mr. Long replied he would have to look at the numbers. I don't believe there was that much in change orders. They did get one large change order, which we discussed. There were multiple complaints about dust during the grading process. We were inspected on two occasions by ADQ where we were told to add more water and produce basically zero dust. We had to add more water, which increased the compaction, which led to more fill requirements. The fill came from the reservoir. We got the reservoir excavated for just over \$4.25 per cubic yard, which was an unbelievable price. The change order we spent for that dirt was a positive movement for the town because it brought value to the project. Not all change orders are bad, it just depends on if it brings value to the project. We excavated one hundred thousand cubic yards from the reservoir. We got a large amount of the work done for that change order.

Vice Mayor Butner replied he understands there are changes during the project. However, at the end of 2018 there was literally a check for \$300k and another to Earth Resources for the same amount. There was 3 million fifteen thousand dollars paid to Earthworks. Their original contract estimate was 2 million. It appears they managed to change order their way over that 2-million-dollar bid. Mr. Long said he did not think that was an issue because of the problems during excavation. The change orders were necessary. We hit rock and had sixteen bore holes on the site. Vice Mayor Butner told Mr. Long he remembers that event and gave him a hard time for it. He does not want to relitigate the issue.

Ms. Pemberton asked the mayor if the note she passed to Vice Mayor Butner was for all the Council. The mayor replied yes, it was sent to them two years ago and that she would submit it again. Ms. Pemberton requested the mayor please pass the note around so all of council can see it.

Dory Blair explained the overages. There was never just one change order, she stated. The largest change order was for either for \$164,000 or \$189,000. She stated she did not have her records in front of her but thought those were the amounts. Vice Mayor Butner stated the two checks he was looking at were signed by Mayor German, one for \$298,000 and one for \$300,000. Mrs. Blair replied there was retention for those checks for the sports complex and one for chip seal. It could be that it was transposed incorrectly. That was two contracts on one check. Vice Mayor Butner felt that we needed an audit of the contract because the explanations were muddy and difficult to understand. Ms. Blair replied that anytime anyone wanted to look through the payouts, they were welcome.

Mr. Martin mentioned the excavation took the bulk of the change order. If we excavated a hundred thousand cubic feet at four plus dollars, that is \$400,00 dollars of additional work for any contractor at a price, whatever that bid price would be and 4 per was a good price at the time. We would have asked them to find it, dig it and place it and that was the bulk of the project. Even if it is contractor X or contractor Y, that amount is the bulk of what we ended up paying out for the change order. That was the expense for the dirt we dealt with. We got a hundred thousand cubic feet of excavation done beyond the original project scope. That accounts for a large majority of it.

Mayor Jenkins asked if there were any other comments/ questions or questions from the audience. Ms. Pemberton replied no.

Mr. Martin stated there is a giant spreadsheet on the project that is open to everyone. All monies spent are transparent. You can see the money spent by year, by draw and there is a lot of detail. Most of the monies spent were local.

7. Discussion, Consideration and Possible Approval of funding of up to \$35,000 to expand the Community Development Department into the former Economic Development Department office. Staff Resource: John Knight

Mr. Knight said he is requesting \$35k from the Council to expand the Community Development Department. The Economic Development department has moved into the Art building. They are really crowded currently and looking forward for more space. Unfortunately, the Economic Development Department took most of the furniture when they moved. They left the conference tables but took all the chairs. They are asking for \$35k, but he is hopeful we don't have to spend that much. They have a bid from Tierra Verde and are trying to get an additional bid or two, however, they were unsuccessful getting additional bids. He thinks they can search for some used equipment. He is hoping to keep the amount down to \$25,000. We may have

an issue with asbestos which might cost about \$5k for mitigation, but that is only an estimate, and he hopes not to spend any of it. We will keep you up to date on our progress.

Councilor Baker thanked Mr. Knight for the excellent documentation and clear presentation he provided.

Motion: by Councilor Whatley moved to approve funding of up to \$35,000.00 to expand the Community Development Department into the former Economic Development Department office. Councilor McPhail second.

Roll Call Vote

Councilor Baker-aye
Councilor Murdock-aye
Mayor Jenkins-aye
Councilor LeBeau-aye
Councilor McPhail-aye
Vice Mayor Butner-aye
Councilor Whatley-aye

Motion passes 7-0

8. DISCUSSION, CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 2022-1084, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING AND ACCEPTING THE APPLICATION FOR THE AMERICAN RESCUE PLAN ACT GRANT. Staff Resource: Michael Marshall

Mike Marshall attended via Zoom. He said there were additional monies through the American Rescue Plan act via the Governor's office and State Parks for unmatched grants for certain censes tracks in town. The monies can only be used for certain areas. Butler Park was one of them. The sports complex was not. We submitted a grant for \$493,272 dollars to replace the lights for the fields at Butler Park. There was no match required. A grant was awarded for the work which included new lights for the fields. We will be reusing the existing light poles and underground wiring. The town does not require a resolution because there was no match required. However, the State does require a resolution. We are hoping to come back in a few weeks to award the grant to start construction. Any questions? Mayor Jenkins asked if there was any comment from the public. Ms. Pemberton replied no.

Motion: Vice Mayor Butner moved to adopt RESOLUTION 2022-1084, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING AND ACCEPTING THE APPLICATION FOR THE AMERICAN RESCUE PLAN ACT GRANT in the amount of \$493,272 to replace field and court lights in the fields at Butler Park.

Second was made by Councilor Baker. However, she said she had a question about how the wording at the bottom of the document stating, "Dee Jenkins a duly appointed mayor" as opposed to "elected". A lot of towns appoint a mayor, but we elect our Mayor. Should that be corrected? Mr. Martin said he would make the change.

Roll Call Vote:

Councilor Baker-aye
Councilor Murdock-aye
Councilor LeBeau-aye
Vice Mayor Joe Butner-aye
Councilor McPhail-aye
Mayor Dee Jenkins-aye

Motion carried 7-0

9. Public Hearing followed by Discussion, Consideration, and Prioritization of proposed Community Development Block Grant (CDBG) Projects for the Town of Camp Verde FY22 Federal CDBG Application Submission. Staff Resource: Russ Martin and Dorie Blair Staff

• Staff Comments-

Dori Blair reported the town is about to receive about \$348,000 dollars FY22 from the CDBG funds from the Arizona Department of Housing. At this point in the process, I am here to present the project list we came up with from the hearing that was held in November. Did you all receive the agenda item? She will go through the attachment briefly.

1. The first project we discussed is to resume the sidewalk extension to 7th street, south on 7th street as far as we could get to highway 260 and connect there.
2. The second project is a sidewalk along Verde Lakes Drive.
3. Improve the Pond in Verde Lakes
4. General affordable housing program development.

Mr. Martin spoke about the affordable housing aspect of the projects. There are a lot of options. Obviously, we do not have a specific project started, because we don't have staff working on it. You could take this money and work toward affordable housing, planning and project development. We could partner with private companies. We added it so that you could have that option.

Councilor Baker wanted to know if we could rework the priorities because low-income housing is a priority. For example, we could move number two around to address the housing issue. Mr. Martin replied we cannot split the money up. It is not successful. It is problematic to move the priorities around. We start with the highest priority. The last time we did this we did an economic development project and did not get all five.

The prioritization gives us the opportunity to go after special funding through the State. Councilor Baker said we are growing; businesses are coming in and people need places to live.

Mayor Jenkins mentioned to Mr. Martin that in each of these projects the estimates are higher than any monies we would receive. Could you please clarify acquiring money over what we have available? Mr. Martin said we scope the projects to get all we can get out of it. We don't want to scope short of, but the risk is if you go over that money, you will have to come up with money from the General Fund to do that. It is Federal Money. We try to tighten the scope to make sure we get every dollar.

Ms. Blair requested a project for the application submission.

Public Hearing open: 7:49pm

Mr. Martin reminded the council that we needed to follow the order of business; that being Staff Comments, Public Hearing, Council discussion. We do it this way because of the CDBG process.

Councilor Whatley asked Dorie about the land along the 260 that was purchased for affordable housing. Mr. Martin explained that a portion of any development will have affordable housing. Councilor Whatley mentioned that if we have people willing to do affordable housing in the public sector, she would like the town to stay out of it for now and use the monies for other projects.

Ms. Blair stated there was no public comment on the first hearing.

Mayor Jenkins asked if there were any comments from the public.

No comments.

Public Hearing Closed at 7:52pm

Council Discussion

Councilor Whatley stated she would like the Verde Lakes Drive sidewalk a priority. There are no improvements out there. Dollar General is a central point and people walk and bike there. She feels it would be wise to provide the citizens in that area a way to get around. There are 1600 Verde Lakes residents. There are no sidewalks. Everyone walks on the road. Her first choice would be Verde Lakes Sidewalk.

Councilor Murdock asked Ms. Blair about the amount of linear feet of concrete to be used in sidewalks in Verde Lakes drive from Dollar General to maybe White Cap, compared to the amount of concrete to finish the project on 7th street. A sidewalk would be good there, but she has concerns about how far the concrete would go. There is a lot of voided area. Would we be better off completing the sidewalk in town

along 7th street? Finishing the 7th street project would make a complete loop for walking, as opposed to starting a project in Verde Lakes and being unable to finish it.

Mr. Martin spoke about the linear feet of concrete. The scope of the projects is different. He said the difference in width and size of sidewalk in both areas are different. There are complications with construction in Verde Lakes. If the council goes forward of that sidewalk as a priority, he will caution the council because there are complications. Federal dollars create complications. The strip and size and width of sidewalk is different in Verde Lakes.

Ms. Blair stated that in the project page, you will see that the headwall and culvert requirements in Verde Lakes is problematic. The sidewalk would have to be modified because of the crossing at Clear Creek.

Councilor McPhail said in regard to Verde Lakes Drive, we should go all the way to Cat Claw Street. This is the street that goes from Verde Lakes Drive to Aspen and that is not as heavily traveled as Verde Lakes. Clinton is wider. She feels that we need to finish the project we have on 7th street. She would like to say that the council recognizes the needs in Verde Lakes, but maybe now is not the time for a sidewalk project there. The caveat is that the council recognizes that Verde Lakes Drive is a priority, but now is not the time. There are a lot of problems there. She would like to prioritize Verde Lakes Drive, but we need to finish the project in town.

Councilor Baker agrees with Councilor McPhail. Putting a sidewalk down Verde Lakes Drive is very problematic and we need further research before we commit. There are so many issues to address out there. Perhaps we can look at other types of walking paths that are environmentally sound. We need to prioritize the 7th street project right now, however, we cannot let up on affordable housing or the economic development needs for the town of Camp Verde as well.

Councilor Whatley asked why the cost for the sidewalk on 7th street is \$450,00 and Verde Lakes Drive project is \$400,00? Why is 7th street more money if there are so many problems with Verde Lakes Drive?

Mr. Martin stated the construction is different between the two areas, asphalt vs concrete. What we are telling you, is we would scope the project to make sure the money was exhausted. Our proposal is to get a chunk done. If you want a more complete project, \$400,000 may not be enough to do Verde Lakes in the way we end up doing it in one form or another. You would still split that project up because of the federal process and we would come back to you to get the full project done, similar to the 7th street project.

Councilor McPhail asked if any of the future monies coming from the rescue plan is suitable for the project in Verde Lakes Drive.

Mr. Martin replied, yes, in more ways than one, chiefly that the money has to qualify. The structure of the money is more allocated to infrastructure projects such as roads. Those opportunities would still exist. Please keep in mind, it is important what is second and third in this discussion. We have an obligation. Assume you do 7th street and we go out and survey the neighborhood and we find out that 52% of the neighborhood is doing ok with life but is not necessarily meeting the moderate to low income category, then all of the sudden as much as we want to use CDBG dollars, they are no longer available for that project and we have to find other uses. That is why we are prioritizing the list tonight so staff can shift gears without coming back to this process. We go from one to the next until we get a viable project that can qualify.

Mayor Jenkins mention to Mr. Martin that if in the future we are going to make some significant improvements to Verde Lakes Drive, would what we do here be wasted right now, unless Mr. Martin thinks different?

Mr. Martin stated that if council moved the priority of Verde Lakes Drive, it might take some time. The project on 7th street is a fairly short turn around because it is well understood what the scope is going to be. There is still engineering to be done. The Verde Lakes Project is going to take longer because of the complexity of the project. We might be asking you to spend some resources up front to get that started before we spent a chunk of this funding. The money has a life span of about three years. Keep in mind, the funding will keep coming, it is not going to end, but to prioritize something like Verde Lakes is going to take some time.

Mayor Jenkins clarified that council needed to prioritize the list.

Councilor Whatley stated that it might be better to make finishing the sidewalk on seventh street our first priority, the park the second, that would help us pay for that project.

Mayor Jenkins reiterated the priority list;

1. 7th street sidewalk
2. Park and Pond
3. Housing
4. Verde Lakes Drive

Motion: Councilor Baker made a motion to approve the following priority for the CDBG presented project funding:

1. 7th Street sidewalk continuation improvements
2. Verde Lakes Park/Pond
3. General affordable housing projects and development
4. Verde Lakes Drive Sidewalk

Councilor Whatley second the motion.

Roll Call Vote:

Councilor Baker-aye
Councilor Murdock-aye
Councilor LeBeau-aye
Vice Mayor Joe Butner-aye
Councilor McPhail-aye
Mayor Dee Jenkins-aye

Motion carried 7-0

10. DISCUSSION, CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 2022-1085, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY22 STATE COMMUNITY DEVELOPMENT BLOCK GRANT. Staff Resource: Russ Martin

Mr. Martin said the resolution would have be adopted to reflect the changes we just made. This is required by the federal government. This is a housekeeping item.

Motion: Councilor Baker moved to approve RESOLUTION 2022-1085, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY22 STATE COMMUNITY DEVELOPMENT BLOCK GRANT.

Mr. Martin stated the motion must include the prioritization changes we made. Mayor Jenkins stated there was no second to the motion, so it can be corrected. Councilor Baker corrected her verbiage to include the prioritization included in the previous motion. Vice Mayor Butner **second**.

Roll Call Vote:

Councilor Baker-aye
Councilor Murdock-aye
Councilor LeBeau-aye
Vice Mayor Joe Butner-aye
Councilor McPhail-aye
Mayor Dee Jenkins-aye

Motion passes 7-0

11. Discussion, Consideration and Possible Approval of the attached Wastewater Fee Adjustment Program for Calendar Year 2022. Staff Resource: Michael Showers

Mike Showers attended via Zoom. Mr. Showers said about a year ago we brought this before you, The idea is to lower the cost of wastewater services to RV parks and motels. It was decided at the time that it would be a good idea to lower the costs to those areas according to their occupancy, chiefly when they did not have a high population. This would be done on a quarterly basis. The program expired December 31st. With the purchase of the Water Company, we were hoping to match wastewater usage. That did not happen. We are heading into another year. This is an opportunity to continue the program into the new year.

Councilor LeBeau asked if there was a way to verify these occupancies?

Mr. Showers said he feels completely comfortable taking the word of the occupancy. The occupancy turns in the numbers to us. We can audit those numbers. They have been correct and honest. He believes the vendors in the town are honest at this point.

Mayor Jenkins asked if there were any other comments from council or the public?

No comments.

Motion: Councilor Whatley **moved** to approve the attached Wastewater Fee Adjustment Program for Calendar Year 2022. Councilor LeBeau **second the motion**.

Roll Call Vote:

Councilor Baker-aye
Councilor Murdock-aye
Councilor LeBeau-aye
Vice Mayor Joe Butner-aye
Councilor McPhail-aye
Mayor Dee Jenkins-aye

Motion passes 7-0

- 12. Call to the Public for 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 A.R.S. §38-431.01(H))

None

13. Council Informational Reports.

These reports are relative to the 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. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

Councilor McPhail spoke about the tribal council meetings and the Yavapai College board meeting. We have started the Earth Day committee, and it will be April 2nd.

Mayor Jenkins attended the Verde Valley Mayor Managers meeting. We attended a meeting with Judy Walthrop representing the offices of Senator Kelly. She will let Mr. Martin speak about the Rays funding/grant

14. Manager/Staff Report

Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

Mr. Martin spoke about the Rays grant. It was used to make the connection on Middle Verde Road. It is a \$25 million dollar match project. They changed the rules on the match and our challenge to the senators was that it is hard to have a project with a five-million-dollar minimum threshold to get federal funding for a community our size. We would have to compete for some of these monies. We are having some positive results. There is a really good possibility to get the federal funding. It is different from the APHA(?) money. We could take these projects we have and run them forward. It was good to have that conversation with Senator Kelly's office.

Mr. Martin mentioned that Friday the 25th is the day we are going to Phoenix to look at lights. We are leaving here at noon. We are examining two sites. We should be back around 9pm. You can ride in the van or make your own arrangements.

Last council meeting we adopted a resolution by emergency. We did it with five members and a 5-0 vote. To get the emergency clause enacted we needed six votes. The remainder of the resolution is still valid because four plus members vote for that. We are still good moving forward. The only way it doesn't work is if there is a very explicit resolution that without six the whole thing is invalid. That is very rare. It isn't in this, so we are fine. The PSPRS refunding-refinancing is good. We have a 2.77% from Zions bank/First National, closing the 28th.

Ms. Pemberton asked if HR representative Brandy Cabrera needs to be present for the executive session? Mayor Jenkins replied no.

15. Discussion and Consideration and Execution of the Town Manager’s Annual Performance Review. Pursuant to A.R.S. §38-431.03(A)(1). The Council may, by majority vote, recess the Regular meeting, hold an executive session and then reconvene the Regular meeting for discussion and possible action on this item as covered under A.R.S. §38-431.03 (A)(1).

Mayor Jenkins asked Mr. Martin if he had anything to say? Mr. Martin replied he is aware of the review, and he has requested it be in executive session.

Motion for council to go into executive session by McPhail to perform the Town Managers annual performance review.

The motion was second by Councilor Baker.

Mayor Jenkins asked all members that wish to go into executive session say aye.

All ayes, no nays.

Motion passes 7-0

The meeting moved into executive session at 8:23 pm.

16. Adjournment

Mayor Dee Jenkins adjourned the meeting at 9:43 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 February 2, 2022. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2022.

Cindy Pemberton, Town Clerk

DRAFT

PROCLAMATION

Verde Valley Stand Down - Serving Veterans

WHEREAS, the Town of Camp Verde has a respectful legacy of supporting and honoring our Veterans; and

WHEREAS, **Veteran Stand Downs** are community initiatives that provide outreach to assist Veterans with their individual circumstances and help them to improve their lives and well-being; and

WHEREAS, the **Verde Valley Stand Down** will be held on Friday, March 25th, 2022 at the Cottonwood Recreation Center in cooperation with Verde Valley communities and Verde Valley Veteran Service Organizations; and

WHEREAS, The **Verde Valley Stand Down** provides something for every Veteran and connects those who are homeless and at risk with essential and critical services available to them within the community; and

WHEREAS, the **Verde Valley Stand Down** provides many amenities and benefits including hygiene and health supplies, surplus gear and clothing, vision, hearing, dental and medical assistance, haircuts, VA enrollment, Veterans' Court information, COVID testing and vaccinations, alcohol and substance abuse counseling and much more; and

WHEREAS, this annual event is a community service for all Veterans who served honorably and **In Memory Of Lance Corporal James David Warfield USMC**, will be dedicated with a ceremony at Verde Valley Military Service Park featuring the renowned Marine Corps Mount Color Guard at 11 am;

THEREFORE, be it resolved that the Mayor and Common Council do hereby proclaim the **Verde Valley Stand Down** as a community effort of the Verde Valley communities and ask all our citizens to provide for the needs of those who have served and express sincere appreciation and respect for our Veterans.

, Mayor

, Town Clerk

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COUNTER CULTURAL 2022 CONFERENCE

MARCH 25TH 6:00PM-9:30PM
&
MARCH 26TH 9:00AM-5:00PM

DIE
TO
LIVE

\$25
REGISTRATION
FEE

8TH GRADE
HIGH
SCHOOL
YOUNG
ADULT

PARKSIDE CHURCH
401 CAMP LINCOLN RD. CAMP VERDE
REGISTER ON OUR WEBSITE
COUNTERCULTURAL.ONLINE



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Town of Camp Verde

Proposed Budget Calendar for FY 2022-23

<u>Date</u>	<u>Task</u>	<u>Day/Time</u>
Feb. 16 th , 2022	Approve budget calendar.	Wed: 6:30pm
Apr. 12 th , 2022	Day 1 of Council budget presentations	Tue: 5:30-8:00pm
Apr. 13 th , 2022	Day 2 of Council budget presentations	Wed: 5:30-8:00pm
May 6 th , 2022	Council review with Town Manager & Finance Director	Fri: 8:30-11:30am
May 18 th , 2022	Public hearing; Adoption of Town fees and Sanitary District debt levies	Wed: 6:30pm
June 15 th , 2022	Adoption of Tentative Budget and Capital Improvement Plan	Wed: 6:30pm
July 20 st , 2022	Public hearing; Adoption of final budget	Wed: 6:30pm

**Please note that dates are estimates only and may change if necessary.*

Agenda Item 8



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 16, 2022

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

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Marshal Corey Rowley / John Lindsey (Niles Communication)

Agenda Title (be exact): discussion, consideration and possible approval of 911 dispatch stations in the amount of \$62,705.00

List Attached Documents: Price quote packet

Estimated Presentation Time: 20 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

- Town Manager: _____
- Department Head: Corey Rowley
- Town Attorney Comments: _____
- Risk Management: _____
- Finance Department
Fiscal Impact:
Budget Code: Presented by Mike Showers _____ Amount Remaining: _____

Background Information: 911 Current workstations are nonfunctioning as required for dispatch work. The units are not under warranty and were purchased as used at end of warranty life approx. 9 years ago. New workstations are needed to include a training station. Proposed workstations will have a lifetime guarantee.

Recommended Action (Motion): Recommend the approval of \$62,705.00 out of the General Fund for the purchase of 3 new dispatch workstations including 5 display monitors for the training station.

00034787



Camp Verde Marshal's Office

Watson Rep Firm: NO REP - ANDRAE
Address Line 1: Trees Lane

Specified For: Camp Verde Marshal's
Address Line 1: 646 S 1st Street

City: Poulsbo
Zip: 98370

City: Camp Verde
State: AZ

Sales Person: Quint Andrae
Phone Number: 3603941300

Contact Name:
Phone Number:
Email Address:

CONSOLE PLAN 01 - MERCURY PRO

Mercury Pro Consoles - 78" Primaries + 42"H Screens

Each Position Includes:

- Electronically Height Adjustable Worksurface
- Height Adjustable Monitor Array with Focal Depth Adjustable Monitor Arms - 3 over 3 Configuration
- In-Dash 110V AC Power Outlets
- Environment Control Package - Includes Forced Air Heat, Cooling Fans, LED Ambient Lighting & Dimmable LED Task Lighting
- Technology Cabinet and Technology Bridge with Active Ventilation to Accommodate (3) PCs
- 12 Technology Ports to Include: (6) USB-A, (1) USB Charger, (2) 3.5mm, (1) RJ11/12 & (2) CAT6

*DP3 Quoted Separately from DP1 & DP2

Installation based on empty room, one trip, 1st floor with no prevailing wage or union requirements.

FREIGHT SURCHARGE: For all the reasons you are familiar with, Watson has implemented a freight surcharge on orders received after December 20. This charge is 2.5% of net and will be noted on your acknowledgement. Thank you for your understanding during this turbulent transportation era.

- State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
- Deposit may be required with order; Net 30 days of Shipment of Product.
- Chairs, platforms, rails etc are for representational purposes only.
- Customer is responsible for verification of room dimensions.
- Completed Order consists of a signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
- Change Order Fee (minimum \$500) may be applicable for changes after 5 business days of submission.
- Pricing will be valid for four (4) months after receipt of Purchase Order.
- Lead time based on product type and order size. Check with your sales associate upon ordering.

62,704,28

Quote Date 1/20/2022	Expiration Date 4/20/2020	Watson Account Manager: Natalie Thorne
Remit To: Watson Consoles 26246 Twelve Trees Lane NW Poulsbo WA 98370		Watson Factory Rep Firm: NO REP - ANDRAE
<small>This Document is Confidential & Proprietary (C) 2017 Watson Furniture Group, Inc. All Rights Reserved 360.394.1300</small>		Prepared By: Natalie Thorne
		File Name: Camp Verde.02.cmdrw

Console Plan 01 - Mercury Pro DP1 & DP2

Project: Camp Verde Marshal's Office



#	Qty	Part Number	Description	Sell	Ext. Sell
Main 01					
1	1	HD6H153918R-N	MERCURY PRO HUB, 15"D x 39"W x 18"H, RIGHT HAND, NO GROMMET	\$1,743.70	\$1,743.70
2	1	HD6H245118C	MERCURY PRO HUB, 24"D x 51"W x 18"H, CENTER	\$3,224.20	\$3,224.20
3	1	HD6H245118L-G	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, WITH GROMMET	\$2,018.65	\$2,018.65
4	2	HD6W3678D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 78"W x 24-50"H, WITH CONTOUR EDGE, DUAL TIER ARRAY	\$5,231.10	\$10,462.20
5	2	HG6TS78G	MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 78"W CONSOLE, WITH GROMMET	\$603.95	\$1,207.90
6	2	HGA	MERCURY ARRAY	\$831.90	\$1,663.80
7	2	HGA	MERCURY ARRAY	\$831.90	\$1,663.80
8	1	HGBS1518D-R	MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, RIGHT HAND	\$47.00	\$47.00
9	1	HGBS2418D-C	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, CENTER	\$65.80	\$65.80
10	1	HGBS2418D-L	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, LEFT HAND	\$65.80	\$65.80
11	1	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$25.85	\$25.85
12	1	HGSOCBKT42R	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$25.85	\$25.85
13	1	HGSR3942F	MERCURY RETURN SCREEN, 39"W x 42"H, ALL FABRIC PANEL	\$432.40	\$432.40
14	2	HGSR5142F	MERCURY RETURN SCREEN, 51"W x 42"H, ALL FABRIC PANEL	\$451.20	\$902.40
15	2	HGSS7842F	MERCURY SPINE SCREEN, 78"W x 42"H, ALL FABRIC PANEL	\$672.10	\$1,344.20
16	1	HGSWIBKT42	MERCURY INSIDE CORNER BRACKET, 42"H	\$21.15	\$21.15
17	1	HGTB244230L	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 30"H, LEFT HAND	\$1,466.40	\$1,466.40
18	1	HGTB244230L	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 30"H, LEFT HAND	\$1,663.80	\$1,663.80
19	1	HHC1518	MERCURY HUB COVER, 15"D x 18"H	\$32.90	\$32.90
20	4	TXXTECHAUDIO25	TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft	\$21.15	\$84.60
21	4	TXXTECHDATA25	TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 25 Ft	\$37.60	\$150.40
22	2	TXXTECHPH25	TECH LINK, PHONE JACK, (RJ11 / RJ12) - Black, 25Ft	\$16.45	\$32.90
23	2	TXXTECHUSB-CHG	TECH LINK, USB CHARGER INSERT	\$84.60	\$169.20
24	12	TXXTECHUSB15	TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft	\$25.85	\$310.20
Total Main 01				\$28,825.10	

Subtotal Product	\$28,825.10
Freight Surcharge (2.5 %)	\$720.63
Total	\$29,545.73
Freight	\$3,640.00
INSTALL-WAT	\$6,071.00
Grand Total	\$39,256.73

Console Plan 01 - Mercury Pro DP3

Project: Camp Verde Marshal's Office



#	Qty	Part Number	Description	Sell	Ext. Sell
DP3					
1	1	HD6H153918L-N	MERCURY PRO HUB, 15"D x 39"W x 18"H, LEFT HAND, NO GROMMET	\$1,743.70	\$1,743.70
2	1	HD6H245118R-G	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, WITH GROMMET	\$2,018.65	\$2,018.65
3	1	HD6W3678D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 78"W x 24-50"H, WITH CONTOUR EDGE, DUAL TIER ARRAY	\$5,231.10	\$5,231.10
4	1	HG6TS78N	MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 78"W CONSOLE, NO GROMMET	\$578.10	\$578.10
5	1	HGA	MERCURY ARRAY	\$831.90	\$831.90
6	1	HGA	MERCURY ARRAY	\$831.90	\$831.90
7	1	HGBS1518S-L	MERCURY BRIDGE SPACER, 15"D x 18"H SINGLE, LEFT HAND	\$47.00	\$47.00
8	1	HGBS2418S-R	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND	\$65.80	\$65.80
9	1	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$25.85	\$25.85
10	1	HGSOCBKT42R	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$25.85	\$25.85
11	1	HGSR3942F	MERCURY RETURN SCREEN, 39"W x 42"H, ALL FABRIC PANEL	\$432.40	\$432.40
12	1	HGSR5142F	MERCURY RETURN SCREEN, 51"W x 42"H, ALL FABRIC PANEL	\$451.20	\$451.20
13	1	HGSS7842F	MERCURY SPINE SCREEN, 78"W x 42"H, ALL FABRIC PANEL	\$672.10	\$672.10
14	1	HGTB244230R	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 30"H, RIGHT HAND	\$1,663.80	\$1,663.80
15	1	HHC1518	MERCURY HUB COVER, 15"D x 18"H	\$32.90	\$32.90
16	2	TXXTECHAUDIO25	TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft	\$21.15	\$42.30
17	2	TXXTECHDATA25	TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 25 Ft	\$37.60	\$75.20
18	1	TXXTECHPH25	TECH LINK, PHONE JACK, (RJ11 / RJ12) - Black, 25Ft	\$16.45	\$16.45
19	1	TXXTECHUSB-CHG	TECH LINK, USB CHARGER INSERT	\$84.60	\$84.60
20	6	TXXTECHUSB15	TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft	\$25.85	\$155.10
				Total DP3	\$15,025.90

Subtotal Product	\$15,025.90
Freight Surcharge (2.5 %)	\$375.65
Total	\$15,401.55
Freight	\$2,600.00
INSTALL-WAT	\$2,946.00
Grand Total	\$20,947.55

Project: Camp Verde Marshal's Office

Mercury Pro Consoles - 78" Primaries + 42"H Screens



Sales Rep:
Quint Andrae

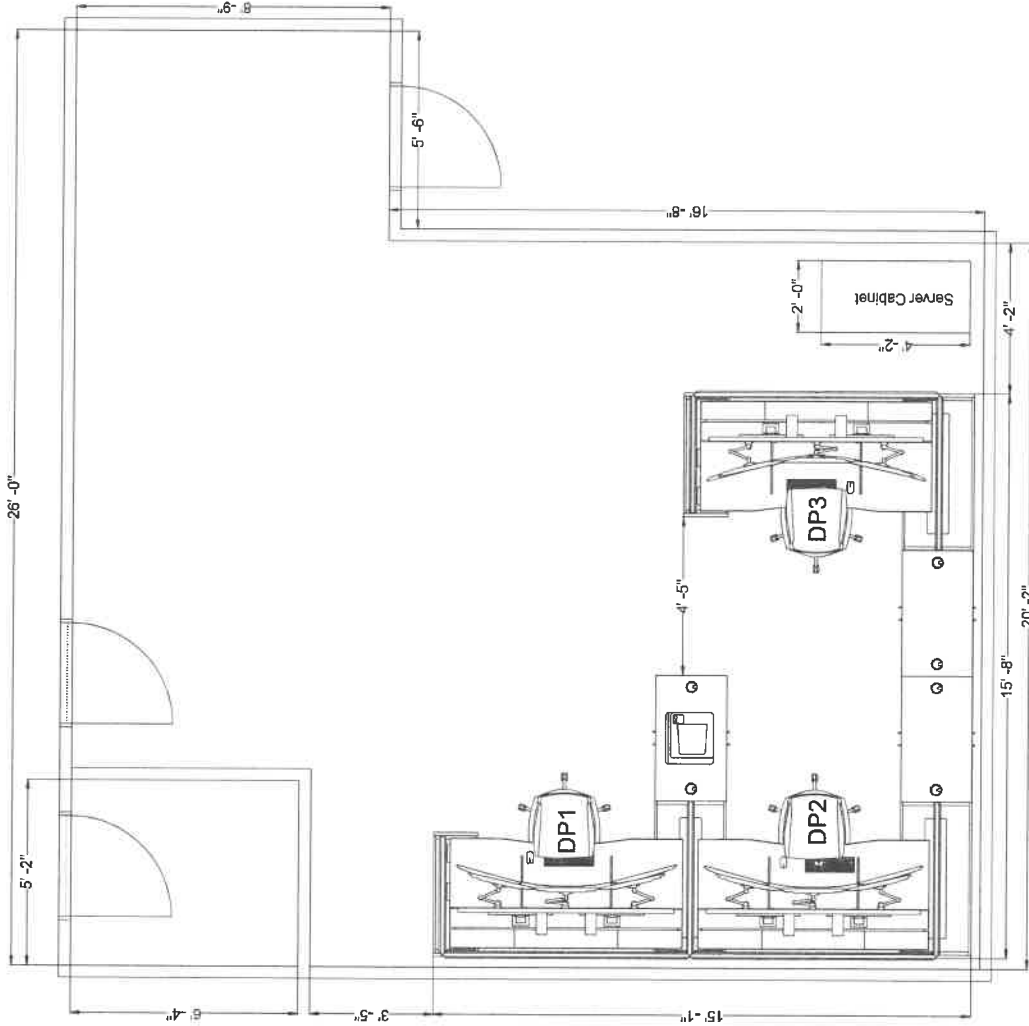
Account Manager:
Natalie Thorne

Project Designer:
Natalie Thorne

REV 00: NT
01/20/2022
Budgetary Quote

REV 01: MS
01/22/2022 Revised
With Room Layout

REV 02: MS
01/26/2022 Revised
Layouts



CP 01
Full Room 2D

Scale ~ 1:40

28246 Trade, Trade Lane NW
Atlanta, GA 30328
www.watsonconsoles.com
360.394.4300

Approved By: _____ Name _____
Date _____ Title _____

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Mercury Pro Consoles - 78" Primaries + 42"H Screens

Project: Camp Verde Marshal's Office

Camp Verde.02.amdrw



Sales Rep:
Quint Andrae

Account Manager:
Natalie Thorne

Project Designer:
Natalie Thorne

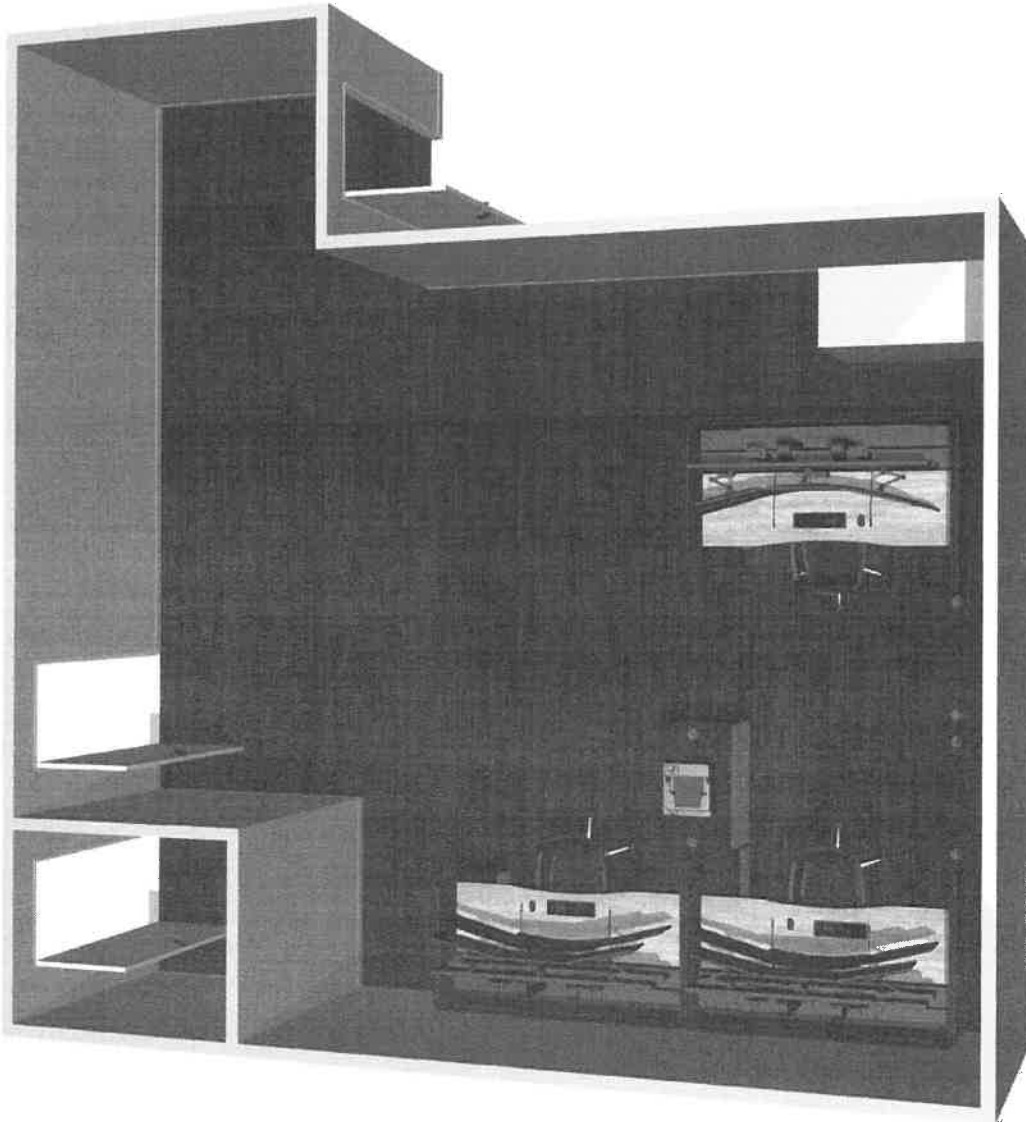
REV 00: NT
01/20/2022
Budgetary Quote

REV 01: MS
01/22/2022 Revised
With Room Layout

REV 02: MS
01/26/2022 Revised
Layouts

CP 01
Full Room 3D
Color

20248 Twinkle from Lake NY
www.watsonconsoles.com
360.294.1300



NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By: _____
Name _____

Date _____

Title _____

3 Mercury Pro Consoles - 78" Primaries + 42"H Screens

Project: Camp Verde Marshal's Office

Camp Verde.02.emdfrv



Sales Rep:
Quint Andrae

Account Manager:
Natalie Thorne

Project Designer:
Natalie Thorne

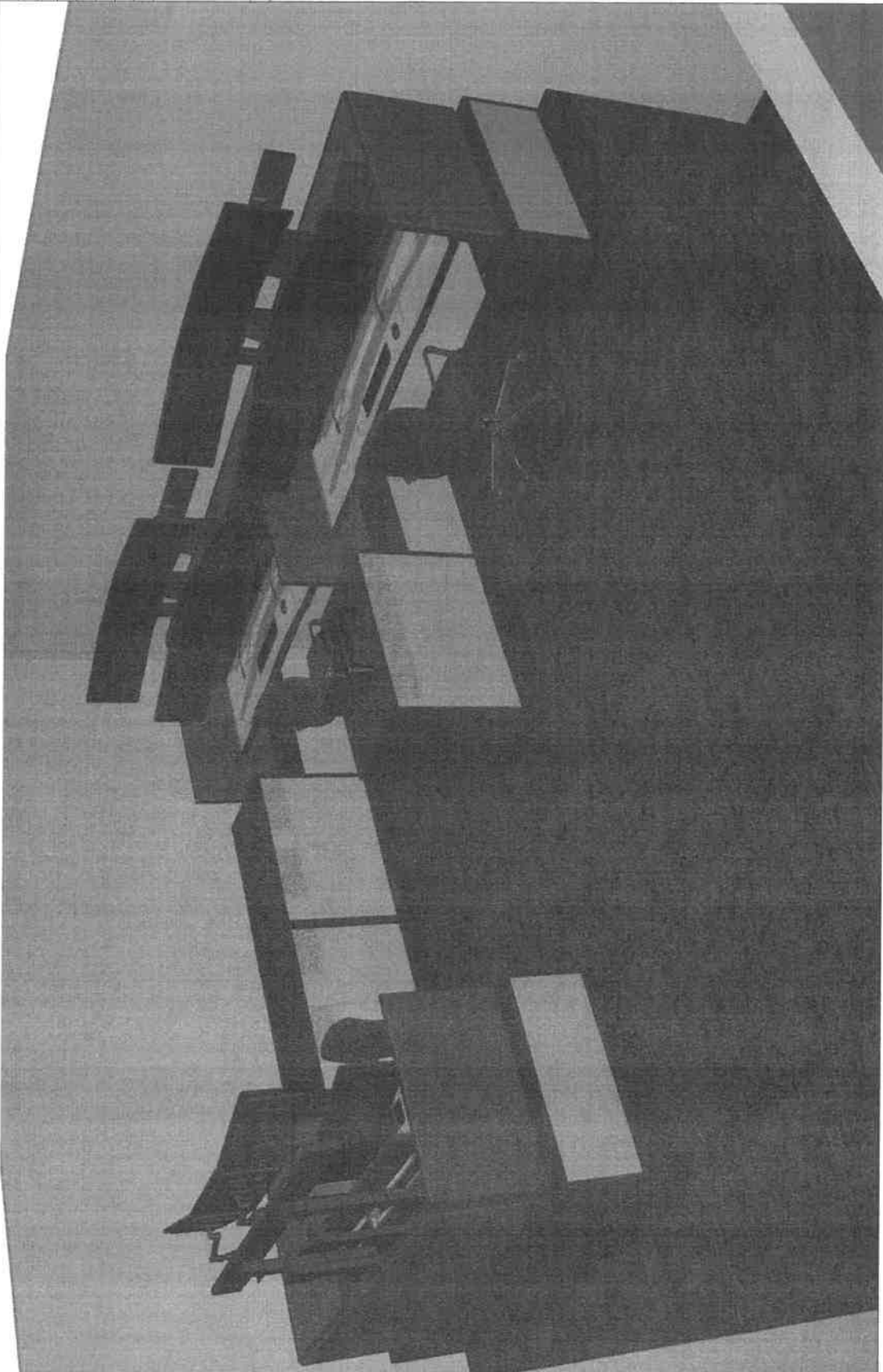
REV 00: NT
01/20/2022
Budgetary Quote

REV 01: MS
01/22/2022 Revised
With Room Layout

REV 02: MS
01/26/2022 Revised
Layouts

CP 01
Full Room 3D
Color

25246 Natalie Thorne, Linn Co IA NY
www.watsonconsoles.com
380.394.1300



NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By: _____
Name _____

Date _____
Title _____

Mercury Pro Consoles - 78" Primaries + 42"H Screens

Project: Camp Verde Marshal's Office

Camp Verde.02.emdrfw



Sales Rep:
Quint Andrae

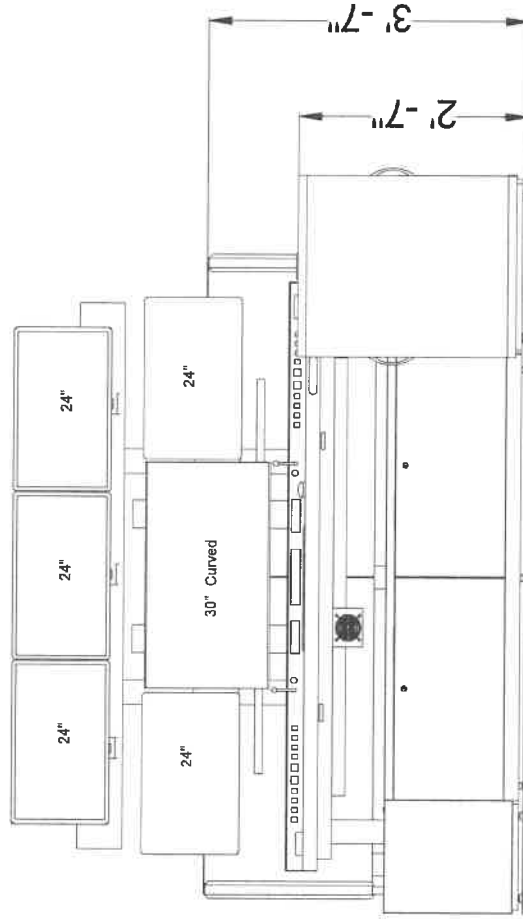
Account Manager:
Natalie Thorne

Project Designer:
Natalie Thorne

REV 00: NT
01/20/2022
Budgetary Quote

REV 01: MS
01/22/2022 Revised
With Room Layout

REV 02: MS
01/26/2022 Revised
Layouts



Scale 3/4" = 1'

CP 01
Full Room 2D

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By: _____
Name _____
Date _____

28246 Water Truss Lane NW
Poulsbo, WA 98270
www.watsonconsoles.com
360.394.4300



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 16, 2022

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

Requesting Department: Parks & Recreation

Staff Resource/Contact Person: Michael Marshall

Agenda Title (be exact): Discussion, Consideration and Possible Approval of awarding Project # 22-155 Town of Camp Verde Butler Park relight project to MUSCO Lighting. **1GPA Purchase-Contract # 18-23DP-01**, in the amount of \$485,475.

List Attached Documents:

- Contract Documents

Estimated Presentation Time: 5 Minutes

Estimated Discussion Time: 10 Minutes

Reviews Completed by: N/A

- Department Head:**
- Town Attorney – Approved/Signed**

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: Grant

Fiscal Impact: Project paid with ARPA Federal Grants funding with no Town match.

Comments:

Background Information: Parks & Recreation applied for and received a grant from Arizona State Parks and Trails in the amount of \$493,272 available through the American Rescue Plan Act (ARPA) to replace the existing field and court lights at Butler Park. This grant was approved by Council in Resolution 2022- 1084 on February 2, 2022. Final contract quote from MUSCO is \$485,475 so the grant will pay 100% of the contracted amount with no match requirement from the Town. All field lights on the baseball, soccer and tennis courts will be replaced with new LED luminaires, control boxes and rewiring using existing poles by the original manufacturer MUSCO Lighting. All new and existing components of the system will be covered by a 25-year warranty from the manufacturer. Contract is to be awarded through the 1GPA national purchasing group meeting the Town procurement requirements. New light system will be Dark Sky compliant and will include an upgrade to the push button system at the tennis court.

Recommended Action (Motion): Staff recommends Council Move to award Project # 22-155 Town of Camp Verde Butler Park relight project to MUSCO Lighting, 1GPA Purchase-Contract # 18-23DP-01, in the amount of \$485,475.

DRAFT

**Butler Park LED Relight
Camp Verde, AZ
February 7, 2022**

1 Government Procurement Alliance (1GPA)
Master Project: 189976 Contract Number: 18-23DP-01 Expiration: 09/17/2022
Commodity/Contract Title: Athletic Field/Court and Parking Lot Lighting

All purchase orders should note the following:
1 Government Procurement Alliance (1GPA) purchase – contract number 18-23DP-01

Quote – Turnkey Installation

Musco's Light-Structure Retrofit System™ as described below, and delivered to the job site:

Baseball, Multipurpose, Tennis LED Retrofit \$485,475

*Includes turnkey installation and total costs with use taxes.
Pricing furnished is effective for **30 days** unless otherwise noted and is considered confidential.*

Equipment Description – Musco's Light-Structure Retrofit System™

- Remote electrical component enclosures
- Pole length wire harnesses
- Factory aimed and assembled luminaire assemblies and LED luminaires

Benefits of Musco's Total Light Control – TLC® technology

- Reduction of spill light and glare by 50% or more
- Reduction of energy and maintenance costs by 50% to 85% over typical 1500w HID equipment
- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Control-Link® system for remote on/off control and performance monitoring with 24/7 customer support

Notes

Estimate is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2018 IBC, 105 MPH, Importance Factor C.
- Installation per attached scope of work
- Voltage and phasing per existing site
- Baseball field lit to 50footcandles on the infield, 30footcandles on the outfield, Multipurpose lit to 30footcandles, Tennis lit to 30footcandles per attached designs
- **Includes use tax of \$28,725**

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Dee Smith

Sales Representative
Musco Sports Lighting, LLC
Phone: 480-521-8271
Email: dee.smith@musco.com

**Butler Park Relight
Camp Verde, AZ
Retrofit Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure usability of existing underground wiring.
5. Relocate existing PA system to accommodate for Ball Tracker fixtures.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide poletop luminaire assembly on 14 poles.
3. Provide Push Button with warning strobe for tennis.
4. Provide fixture layout and aiming diagram.
5. Provide Project Management as required.
6. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Disassemble and leave at owner designated location on site the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and 5/8 in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing 240V/1P electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation, if required.

Control System:

1. Provide labor, equipment, and materials to install (1) 24" x 48" and (1) 24" x 72" new Musco Control and Monitoring cabinets, and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
 - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
 - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
 - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
 - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
 - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
 - f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
 - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
 - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
 - i. Jobsite shall be policed daily for compliance to the above conditions.

- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: February 16, 2022

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

Requesting Department: Public Works/Wastewater Division

Staff Resource/Contact Person: Troy Odell, P.E.

Agenda Title (be exact): Discussion, Consideration and possible approval of an addition to the scope of services with Woodson Engineering & Surveying for the Main Street Sewer Replacement and Storm Sewer Design Professional Services Agreement Approved by Town Council on October 20, 2021. The request is to add reuse and potable line design to the scope of services in the amount of up to \$120,000.

List Attached Documents: Previous Agenda Item Submission form, Town Council Minutes from the October 20, 2021 Meeting showing approval, the Professional Services Contract with Woodson Engineering & Surveying for the original Scope of Services, and the Proposal from Woodson Engineering & Surveying for this Addition to the original Scope of Services

Estimated Presentation Time: 10 min

Estimated Discussion Time: 5 min

Reviews Completed by:

Department Head: Ron Long/Troy Odell Town Attorney Comments: N/A

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: Use of the ARPA funding extending the previously award.

Budget Code: ARPA/CIP **Amount Remaining:**

Comments: This Main Street Sewer Replacement and Storm Sewer Design Project was originally slated to only include only the design of these two utilities together with the design of the asphalt replacement/repair. Other utilities were assumed at that time to be responsible as private entities for the design of their own replacements if required. With the Town of Camp Verde’s acquisition of the public potable water system as a municipal utility, we feel that the water system and any design or replacement will be the responsibility of the Town. The existing water line along the entirety of Main Street was constructed in 1972 and is in need of replacement. Numerous repairs have already been required which have caused Main Street to be cut and repaired in the recent past. Replacement of the water main

lines and water service lines along Main Street at this time would prevent the new roadway (once completed) from being cut to service/repair/replace these older now inadequate water lines.

The design of Reclaim Water System Lines along Main Street is proposed in order to make the Main Street Improvements correspond to what will become laws or requirements in the not so far off future. Those areas where landscaping (existing or future) is present and will require irrigation (watering), such as our football/soccer field behind Town Buildings, Town Campus, and landscape islands along Main Street need to be placed on reclaimed water reuse in order to assure that it may be watered and kept up well into the future past any limitations on the use of wells or potable water for landscaping purposes. This reclaim water line along Main Street would also supply all fire flow to hydrants and sprinkler systems in the future. Ideally this reclaim water line would at some time in the future also become a small part of a Town-Wide Reclaim Water System that would provide an irrigation and fire supply water utility to those that need it for a monthly/usage fee.

Discussion has already been done that has considered making our area an Active Management Area, which could in turn place moratoriums and/or restrictions of the use of fresh water for the purposes of watering/landscaping and potentially only allowing reclaimed wastewater for these purposes. Our community needs to plan ahead for that inevitable day which will come.

Background Information: We researched with the existing Water Company staff members about the age and conditions of the water main and service lines under Main Street. We also researched with them if there is an adequate flow quantity to Main Street and the service areas downstream of Main Street. It was determined that the main water line serving Main Street and downstream areas is an older and lesser grade of PVC and is outdated and has questionable integrity. The poly service lines and their connections to this main line are past their service life and are brittle and failing, causing them to require repairs that require excavation of Main Street. It was determined that these should be designed for replacement at the same time the sewer main and storm sewers are constructed under a new road section.

Recommended Action (Motion): Move to approve the addition to the scope of services to the existing contract for the additional amount of up to \$120,000 so that plans may be prepared to allow this construction of water lines and reclaim lines to occur at the same time as the sewer replacement, storm drain installation, and roadway replacement.

Instructions to the Clerk: n/a



Agenda Item Submission Form – Section I

Meeting Date: 10-20-2021

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

Requesting Department: Public Works/Wastewater

Staff Resource/Contact Person: Troy Odell, P.E.

Agenda Title (be exact): ARPA Project Main Street Sewer Replacement and Storm Sewer Design Professional Services Agreement

List Attached Documents: Professional Services Agreement, Scope of Services and List of Professional Fees

Estimated Presentation Time: Consent Agenda

Estimated Discussion Time: n/a

Reviews Completed by: Troy Odell, P.E., Heather Vinson, Ron Long, P.E.

X Department Head: **Town Attorney Comments: N/A**

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: \$474,475

Budget Code: 31-490-20-804011 Amount Remaining: \$485,525

Comments: ARPA Funded and Approved by Council on 8/04/2021

Background Information: The Main Street Sewer Main is in need of immediate replacement due to age and the materials originally used for construction. This portion of the project will design that sewer line replacement, together with a Main Street storm sewer and total pavement replacement.

Recommended Action (Motion): Approval of this professional services agreement with Woodson Engineering and Surveying for the completion of Main Street Sewer Replacement and Storm Sewer Design per the attached/included Scope of Services and Professional Services Fees for the not to exceed amount of \$474,475 as a consent agenda item.

Instructions to the Clerk:

**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 20, 2021 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/82337533571?pwd=THNLZzhnUkJ3dEVZQkExOTJlY21CUT09>

One Tap Mobile: 1-346-248-7799 or 1-669-900-9128

Meeting ID: 823 3753 3571

Passcode: 971924

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

1. **Call to Order**
2. **Roll Call.** Council Members Jackie Baker, Bill LeBeau, Cris McPhail Jessie Murdock, Robin Whatley, Vice Mayor Joe Butner, 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) Executive Session September 15, 2020 (Recorded and on file)
 - 2) Regular Session – October 6, 2021 Page 5
 - b) **Set Next Meeting, Date and Time:**
 - 1) Special Session – Wednesday, October 27, 2021 at 5:30 p.m.
 - 2) Regular Session – Wednesday, November 3, 2021 at 6:30 p.m.
 - 3) Regular Session – Wednesday, November 17, 2021 at 6:30 p.m.
 - c) **Approval of Main Street Sewer Replacement and Storm Sewer Design Professional Services Agreement with Woodson Engineering for a not to exceed amount of \$475,000 using American Rescue Plan Act (ARPA) Funding.** Page 15
 - d) **Approval of the “ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT”.** Page 29
 - e) **Approval of an application for Shannalee Marie Fowler, for a temporary extension of premises/patio liquor permit for Low Places, LLC for 564 S. Main Street on November 4th and 5th to host the Turquoise Circuit Block Party.**

2. Regular Session – Wednesday, November 3, 2021 at 6:30 p.m.
3. Regular Session – Wednesday, November 17, 2021 at 6:30 p.m.

- c) **Approval of Main Street Sewer Replacement and Storm Sewer Design Professional Services Agreement with Woodson Engineering for a not to exceed amount of \$475,000 using American Rescue Plan Act (ARPA) Funding.**
- d) **Approval of the “ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT”.**
- e) **Approval of an application for Shannalee Marie Fowler, for a temporary extension of premises/patio liquor permit for Low Places, LLC for 564 S. Main Street on November 4th and 5th to host the Turquoise Circuit Block Party. The extension includes use of the Main Street in front of the building and parking lot area.**

Town Clerk Cindy Pemberton asked the Council for permission to pull Agenda item C of the consent agenda, per request of staff.

Councilor Murdock asked for clarification of the address of the business in agenda item E. Is it 564 S. Main or 464 S. Main? Ms. Pemberton asked, is it stated 464 on the application? Mayor Jenkins replied, it is 564 on the application. The address then is 564 S. Main for Agenda item E.

Councilor McPhail moved to approve agenda as stated with the exception of item D. Councilor Baker second, with a question. Councilor Baker said she wanted to make sure it was understood that the Council Meeting on October 27th, is an executive session. Ms. Pemberton stated, yes, it was read that way.

Councilor Murdock asked for clarification of the agenda item to be pulled. Is it item C or item D? Councilor McPhail realized she had stated Item D instead of item C. Ms. Pemberton said we have a first and second motion on the table which can be voted down.

Mayor Jenkins said we will call for a vote and see where it goes. Mayor Jenkins called for a vote, and the motion failed for lack of a vote.

Mayor Jenkins asked if Councilor McPhail would like to restate her motion. Councilor Murdock moved to approve the consent agenda as stated with the exception of item C. Councilor Baker second.

Mayor Jenkins called for a verbal vote

Verbal vote;

All in favor Aye.

No Nay voted.

Motion passed 6-0



Town of Camp Verde - Consultant Agreement
For Professional Services for Engineering Design Services
MAIN STREET SEWER REPLACEMENT AND STORM SEWER DESIGN
between the
Town of Camp Verde, Arizona
and
Woodson Engineering & Surveying

This INDEPENDENT CONSULTANT AGREEMENT ("Agreement") is by and between **Woodson Engineering & Surveying, Inc.** 124 N. Elden Street, Flagstaff, Arizona 86001-5262, an Arizona Corporation, ("Consultant"), and the **Town of Camp Verde**, a municipal corporation ("Town"), 473 South Main Street, Camp Verde, AZ 86322 for the **MAIN STREET SEWER REPLACEMENT AND STORM SEWER DESIGN** pursuant to Project 21-153.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent Consultant and not an employee of the Town for all purposes, including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code (and any other Arizona income tax laws), the State of Arizona workers' compensation laws and unemployment insurance laws and any of the Town's benefit plans for the Town's employees. Consultant agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform any work performed for the Town. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town. The Town will not be liable for any obligation incurred by the Consultant, including, but not limited to, unpaid minimum wages and/or overtime premiums. This Agreement shall not be construed to authorize the Consultant to act as an agent for the TOWN in any manner.

The parties further agree and acknowledge that the Town is engaging Consultant as an independent Consultant to provide services to the Town under the terms of this Agreement and that the Town shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this Agreement is in effect.

The Town shall not withhold from sums becoming payable to the Consultant under this Agreement any amounts for federal, state, or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Town shall report all payments to Consultant on Internal Revenue Service Form 1099. The Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Town for any tax liability, interest, and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

In performance of services hereunder, CONSULTANT shall determine his/her necessary hours of work. CONSULTANT shall provide employees, tools, equipment, vehicles, and supplies CONSULTANT may determine to be necessary in performance of services hereunder.

Section I. Period of Service

The term of this Agreement for the SCOPE OF SERVICES shown in "ATTACHMENT A" shall be for the period commencing on October 20, 2021 until October 27, 2022 with Town's approval of this Agreement, unless terminated sooner by the parties, pursuant to Section IV below.

Section II. Compensation

Consultant shall provide professional engineering services to design sewer replacement improvements and storm water management improvements and to prepare a plan set and specifications for the 'Main Street Sewer Replacement and Storm Sewer Design Project'. The Town and Consultant mutually agree upon the attached specific work scope of services and documents per ATTACHMENT A - SCOPE OF SERVICES, and on the total cost of all work to be performed by the Consultant for the Not-to-Exceed amount of Four Hundred and Seventy-four Thousand, Four Hundred and Seventy-five Dollars (\$474,475) per ATTACHMENT B - Professional Services Fees.

The Consultant will be paid monthly as consideration for percentage performance of the mutually agreed upon specific work product and scope of services. CONSULTANT shall be paid this monthly amount based on percentage completion of the specific work product until reaching 100% completion and 100% amount paid not to exceed the amount of \$474,475 in professional fees and costs. No further payments will be made for routine facsimile, telephone, postage, copy, or travel costs.

Extraordinary and/or unanticipated costs shall be mutually agreed upon by the Consultant and the Town and have the necessary Town approvals prior to the work product being completed at an additional not to exceed amount. If approval of such work is granted, the Town will compensate Consultant at this additional not to exceed amount at the monthly percentage completion or the 100% completion of the extraordinary/unanticipated work.

Section III. Billing

Consultant shall provide engineering services to the Town, based on the written needs of the Town, as outlined in ATTACHMENT A - SCOPE OF WORK. The Town shall pay the Consultant monthly, based upon work performed, percentage completion to date, and submission of invoices pursuant to Section II.

Invoices should be mailed to the following address:

Town of Camp Verde
Finance Department
395 South Main Street
Camp Verde, AZ86322

Section IV. Termination

The Town or the Consultant reserves the right to cancel the whole or part of this Agreement with or without cause and for any reason or no reason by giving **60 days written notice** to either party.

However, in the event that this Agreement is terminated without cause, the Town shall pay Consultant in full for all services already rendered pursuant to Section II, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

the additionally insured status.

Required if the Contractor/Consultant is driving for the town beyond the normal commute to the job site.

Including:

- a. Non-Owned
- b. Leased
- c. Hired Vehicles

3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Statutory Minimum \$1,000,000.

Plus, Employer's Liability Coverage for:

- | | |
|------------------|-------------|
| a. Each Accident | \$1,000,000 |
| b. Each Employee | \$1,000,000 |
| c. Disease, Each | \$1,000,000 |

Exception: Sign a waiver provided by the Town relative to being a sole proprietorship without any employees.

4. PROFESSIONAL LIABILITY

Certificate of Insurance for a Professional Liability Insurance Policy for Consultant (and its employees and agents, if any) for errors and omissions, and negligent acts related to the rendering of such professional with limits of:

\$1,000,000 each occurrence

\$2,000,000 aggregate

When policies are renewed or replaced, any retroactive date must coincide with or precede commencement of services by Consultant under this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.

- a. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
- b. With the execution of this Agreement, Consultant shall simultaneously furnish any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement.
- c. Consultant shall furnish to the Town of Camp Verde any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Agreement).
- d. The Consultant 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, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.
- e. 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.

- f. Failure of Consultant to obtain Certificates or other insurance evidence from other Consultants shall not be deemed a waiver by the Town of Camp Verde.
- g. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.
- h. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

Section X. Indemnity

A. Professional services claim. The Consultant shall indemnify and hold the Owner and the Owner's officers, directors, members, and employees harmless from and against damages, losses and judgments arising from claims by third parties, but only to the extent they are caused by the willful misconduct or negligent acts, errors, or omissions of the Consultant, its employees and its consultants, or anyone for whose acts any of them may be legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated to indemnify any Indemnitee in any manner whatsoever for the Indemnitee's own negligence.

B. Non-Professional Services claim. The Consultant shall indemnify, defend and hold harmless Owner and the Owner's officers, directors, members, and employees from any and all liabilities, claims, demands, causes of action, loss, cost, damages and expenses, including reasonable attorney's fees, expert and consultant fees to the extent caused by the willful misconduct or negligent acts or omissions of the Consultant and those of its Sub consultants or anyone for whom the Consultant is legally liable. The Consultant is not obligated to indemnify or defend any Indemnitee in any manner whatsoever for the Indemnitee's own negligence.

C. 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. In consideration of the award of this Agreement, the Consultant 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 Consultant for the Town of Camp Verde. The obligations under this Section 10 shall survive termination of this Agreement.

Section XI. Compliance with Federal and State Laws

The Consultant understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the Town that the Consultant and each of its Sub Consultants ("Sub Consultants") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of the Agreement and shall subject the Consultant to penalties up to and including terminations of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Consultant or Sub Consultant's employee who works on this Agreement to ensure that the Consultant or any Sub Consultant is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of the Sub Consultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither the Consultant nor any of the Sub Consultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Sub Consultant establishes that is has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

Section XII: No Israel Boycott

The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this 14th day of Sept 2021.

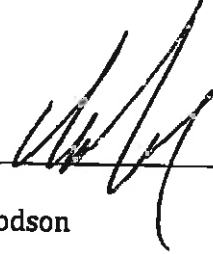
APPROVED AS TO FORM:


Town Manager / Date

Town of Camp Verde:

By: 
Mayor / Date

Consultant:

By: 
Mark W. Woodson

President

Date: 10/11/2021

ATTACHMENT A

October 11, 2021

Troy Odell, P.E.
Public Works Deputy Director
395 S. Main Street,
Camp Verde, AZ 86322

Email: Troy.Odell@campverde.az.gov
Phone: (928) 554-0820

Re: Project No. 121864 Camp Verde- Main Street Sewer

Dear Troy:

Thank you very much for providing an opportunity to assist the Town with the Main Street sewer and storm drain improvements project. We are glad to provide our proposal to perform professional survey and engineering services for this project. The project scope is to design approximately 4,336 linear feet of sanitary sewer collection system with manholes and the design of approximately 4,326 linear feet of storm sewer system with catch basins and manholes. We understand that the Town wants to provide mitigation measures for certain local flooding areas identified during the field meeting.

The work would include T-Top pavement replacement at side streets for laterals for future connections and total asphalt replacement in the Main Street corridor for an approximate length of 4,336 feet. We have attended a field meeting with you to hear about the scope of services you are looking for. Based on the project scope, site visit and on knowledge of similar projects we have prepared this proposal for the survey work and for the engineering work. Our project scope and fees are indicated below.

SCOPE OF SERVICES

Task#1: Boundary and Topographic Survey and Easement Descriptions:

The work in preparing both Boundary and Topographic surveys for the work area is outlined below.

- Woodson Engineering (WE) and Survey will perform a topographic survey of Main Street, 1st Street and side streets to design sewer and storm drain systems. An aerial mapping company will be utilized for this portion of the work.
- WE will perform ground survey to supplement the aerial mapping for elevations and ground features that cannot be covered by the aerial mapping.
- We will locate Main Street ROW limits based on record information from the Town, Yavapai County and ADOT.

- We will locate visible natural (landforms, trees, etc.) and features such as roadways, parking areas, fences, buildings, water appurtenances, sewer cleanouts and manholes, visible utility appurtenances, catch basins, storm drains and channels.
- We will dip sewer manholes to obtain invert elevations and connecting pipe sizes and elevations and prepare manhole data sheets to compile field data.
- We will prepare a map showing the results of our findings, including spot elevations, floor elevations, and contour lines with a 1- foot interval. We will provide you with a PDF copy of this map. Map will be transmitted in GIS format to the Town.
- We will identify new drainage or utility easements and prepare easement descriptions and exhibits.
- For the purpose of this proposal, we will assume about ten (10) easement descriptions. We will provide Temporary Construction Easement (TCEs) exhibits.
- All the easement descriptions and TCE exhibits will be provided to the Town for negotiating easements with private property owners and for recording purpose.

We will perform the above work for a Not-to-Exceed cost of \$51,370.

Task#2: Administration, Project Management, Meetings and Coordination:

- Provide Administration and Project Management.
- We will schedule and participate in meetings with the Town and ADOT. We can also participate in Council and public meetings as needed by the Town.
- We will prepare meeting materials and exhibits.
- We will meet with the town at 30%, 60%, 90% and 100% submittals during the design phase to coordinate the design and reviews with the Town staff. We will provide review copies of the plans for each level of review.
- A total of ten (10) meetings is anticipated for the project.

We will perform the above work for a Not-to-Exceed cost of \$40,220.

Task#3: Research, Investigation and Utility Base Map:

- Obtain Town design standards including MAG addendums.
- We will research and obtain as-builts and existing plans.
- We will coordinate with utility companies for dry utilities, water and and the Town for sewer records to obtain as-builts or plans of utility infrastructure. We will research existing utility easements.
- We will research existing drainage easements for the storm channels and pipes.
- Provide copies of existing easements found during research to the Town.
- If necessary, the Town will provide Title Reports for specific properties in question.
- Provide drainage investigations with respect to irrigation systems and outfall locations.
- We will then prepare a base utility map to identify conflicts and coordinate relocations of utilities with utility franchise companies. This map can be utilized to coordinate the design with acceptable disruption of services during the construction phase.

We will perform the above work for a Not-to-Exceed cost of \$16,825.

Task#4: Concept Design (30% Plans)

- We will utilize Yavapai County's 2-foot GIS contours for the 30% base map and for areas beyond the of aerial mapping limits. We will also obtain parcels, buildings and other relevant GIS data from the County.

- We will prepare 30% design plans to meet with the Town.
- Concept plans will include plans and preliminary profiles of proposed sewer and storm drain systems.
- We will prepare a high level cost estimate to compare to the project budgets.
- Concept sewer model and concept drainage calculations will be performed.
- We will identify potential utility conflicts/relocations.
- We will identify storm drain system layout and outfalls to discuss the feasibility of improvements on private properties and on reservation land.
- We will provide preliminary construction sequencing to inform the Town of sewer replace/remove without long term disruption to services.

We will perform the above work for a Not-to-Exceed cost of \$37,750.

Task#5: Preliminary Design (60% Plans)

- We will address the Town's comments from concept plans and develop 60% design plans for review by the Town and utility companies.
- We will meet with ADOT and submit Encroachment Permit application
- Preliminary plans will include cover sheet, notes, details, plans and profiles of proposed sewer and storm drain systems.
- Pavement sheets, signing and striping sheets.
- Stormwater Pollution Prevention Plan (SWPPP).
- We will prepare a preliminary cost estimate to inform of the estimated project costs.
- We will identify required easements to ensure the feasibility of design.
- We will provide plans/exhibits to the Town to coordinate easement acquisition from private property owners. The Town will provide the Easement Agreements or Grant Documents.
- We will provide 60% plans to the utility companies for review/comment and identify the required relocations. Utility companies will provide their own plans for any improvements to their systems beyond conflict resolution with the Town project.
- We will prepare preliminary sewer model and report.
- We will prepare preliminary drainage calculations and report.
- Preliminary Geotechnical and Pavement design reports prepared by the sub-consultants will be provided for review/comment.
- We will prepare draft Special Provisions/Technical Specifications for the items not covered under MAG specifications.
- We will participate in plans in hand site walk-through with the Town to ensure the design feasibility.

We will perform the above work for a Not-to-Exceed cost of \$89,150.

Task#6: Pre-Final Design (90% Plans)

- Pre-final design plans will be prepared to address 60% review comments and utility conflicts and to obtains all the required sign-offs for the project.
- Pre-final plans will include cover sheet, notes, details, plans and profiles of proposed sewer and storm drain systems.
- Pavement sheets, signing and striping sheets.
- Stormwater Pollution Prevention Plan (SWPPP).
- Pre-final sewer model and report.
- Pre-final drainage calculations and report.

- Final Geotechnical and Pavement design reports prepared by the sub-constants will be provided for review/comment.
- Pre-final Cost Estimate and Special Provisions/Technical Specifications
- Pre-final plans will be submitted to the Town, ADOT. Plans will be submitted to utility companies for sign-offs.
- Pre-final plans, sewer design report and permit applications will be submitted to Yavapai County Environmental Services to obtain Approval To Construct (ATC).
- We will prepare easement materials for Temporary Construction Easements (TCEs), Drainage Easements (DEs), Public Utility Easements (PUEs). At this level, easement descriptions and exhibits will be provided to the Town to negotiate easements with private property owners and for recording.
- Woodson Engineering will record new easements with Yavapai County.
- We will participate in plans in hand site walk-through with the Town to ensure design and plan components are complete.

We will perform the above work for a Not-to-Exceed cost of \$98,805.

Task#7: Final PS&E Package (100% Plans)

- Final design plans will be prepared to address 90% review comments and utility conflicts and to obtain all the remaining sign-off for the project.
- PS&E package to the Town will be prepared to include Plans, Special Provisions and Cost Estimate for 100% design plans.
- Plans will be transmitted in Pdf and GIS format to the Town.
- Provide a Bid Schedule.
- All final design reports-Drainage design report, Sewer design report, Geotechnical exploration and Pavement design report.
- The Bid Package will be placed on the Public Purchase Website by the Town.

We will perform the above work for a Not-to-Exceed cost of \$27,625.

Task#8: Post-Design Services

- Participate in meetings during bidding phase of the project including the Pre-Bid Meeting and Contractor Walk-thru.
- We will address bidders questions and prepare addenda.
- Prepare and provide bid tabulation, attend bid opening meeting.
- Provide responses to RFIs during construction.
- Site visits and weekly construction meetings, estimated twenty (20) meetings. Construction phase is assumed to be up to 6 months in duration.
- Review/approve submittals from contractor.
- Substantial Completion walk-thru after construction with the Town and Contractor. Prepare punchlist of pending items.
- Final punch-list walk-thru to ensure the pending items are completed.
- Perform as-built survey during construction, assume 10 trips and prepare as-built plans at the completion of construction.
- Compile sewer testing results and documentation. Prepare Engineers Certificate of Completion (ECOC).
- Permit application to Yavapai County Environmental Services for Approval of Construction (AOC) and Approval to Operate (ATO) for sewer main.

We will perform the above work for a Not-to-Exceed cost of \$71,480.

Task#9: Sub-Consultants:

Geotechnical Investigation

A Geotechnical exploration firm will be utilized to serve as a sub-consultant for this portion of the work to perform field exploration to identify soils and estimated rock limits and to prepare pavement design for Main Street and side streets. It should be noted that due to limited bore logs and geotechnical exploration, the soil types and rock limits/extents may differ from geotechnical exploration findings. The primary purpose of the geotechnical exploration is for pavement design only. Blue Stake will be requested by the Geotech firm. Cold patching of boreholes in pavement will be by the Geotech firm.

We will perform the above work for a Not to Exceed cost of \$12,500 which includes 15% markup for sub-consultant handling fees.

Potholing Services

A subsurface utility investigation firm will be utilized to serve as a sub-consultant for this portion of work to provide potholing to identify utility line depths, conflicts and to design sewer and stormdrain improvements with minimal conflicts. The potholing information will be utilized to coordinate design and required relocations. Woodson Engineering will provide Pothole Location Plans.

We will perform the above work for a Not to Exceed cost of \$28,750 which includes 15% markup for sub-consultant handling fees. Additional potholes will be at \$750 per each.

Cost Summary:

Task#	Description	Cost
1	Boundary, Topo Map and Easements	\$ 51,370
2	Admin, Proj Mgmt, Meetings and coordination	\$ 40,220
3	Research, Investigation Utility Base Map	\$ 16,825
4	Conceptual Plans (30%)	\$ 37,750
5	Preliminary Design Plans (60% Plans)	\$ 89,150
6	Pre-final Design Plans (90% Plans)	\$ 98,805
7	Final PS&E Package (100% Plans)	\$ 27,625
8	Post-Design Services	\$ 71,480
9	Sub-Consultant Fees	\$ 41,250
	Total	\$ 474,475

Exclusions

Environmental and cultural assessment

FEMA studies

Ownership/coordination at crossings of irrigation channel

Public notifications of project and during construction

Easement negotiations

Televise sewer for service locations-Provided by Town of Camp Verde

Construction Inspection-Provided by Town of Camp Verde

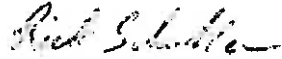
Traffic Control Plan-Provided by the Contractor

Agency Review Fees including Yavapai County Environmental, Permit Fees
Printing Costs. Other Reimbursable Expenses including Mileage included above.

We are excited to have been presented this opportunity and we are ready to start as soon as we receive Notice to proceed (NTP). Thank you again for the opportunity and feel free to contact us if you have any questions or need any additional information.

Sincerely,

WOODSON ENGINEERING AND SURVEYING



Rick Schuller, PE
Engineering Department Manager

CAMP VERDE MAIN STREET SEWER FEE PROPOSAL - ATTACHMENT B

October 11, 2021

Task#	Description	Staff Time (Hours)						Project Totals	
		Survey Manager	Survey Crew (1-Person)	Survey Crew (2-Person)			Proj Admin	Hrs	Fee
	Hourly Rate	\$195.00	\$145.00	\$200.00			\$75.00		
1	Boundary, Topo Map and Easements								
	Controls and ground survey			80				80	\$ 16,000
	Topographic map	40						40	\$ 7,800
	Easement descriptions	50						50	\$ 9,750
	Aerial survey with control								\$ 17,820
	Subtotal Topo & Easements	90		80				170	\$ 51,370
		Staff Time (Hours)						Project Totals	
		Associate Principal	Senior PM	PM	CAD Designer	CAD Tech	Proj Admin	Hrs	Fee
	Hourly Rate	\$195.00	\$180.00	\$170.00	\$120.00	\$90.00	\$75.00		
2	Admin, Proj Mgmt, Meetings and coordination								
	Meetings	40	20	20	10	4		94	\$ 16,360
	Coordination	60	40	20	10	4		134	\$ 23,860
	Subtotal Meetings and coordination	100	60	40	20	8		228	\$ 40,220
3	Research, Investigation Utility Base Map								
	Utility contact and coordination	1	2	2	12	32		49	\$ 5,215
	Drainage Research and Investigation	4		24		4		32	\$ 5,220
	Base map preparation	2			20	40		62	\$ 6,390
	Subtotal Utility Base Map	7	2	26	32	76		143	\$ 16,825
4	Conceptual Plans (30%)								
	Sewer plans and model	10	40		30	60		140	\$ 18,150
	Storm drain plans and calculations	10		50	20	30		110	\$ 15,550
	Cost estimate	4	5	3	4	12	4	32	\$ 4,050
	Subtotal 30% Plans	24	45	53	54	102	4	282	\$ 37,750
5	Preliminary Design Plans (60% Plans)								
	Pavement plans	12	20	5	60	80		177	\$ 21,190
	Sewer plans and model	10	40		80	120		250	\$ 29,550
	Storm drain plans and calculations	6		60	70	120		256	\$ 30,570
	Cost estimate	2	4	4	10	12		32	\$ 4,070
	Special Provisions	2	2	4	8	12	4	32	\$ 3,770
	Subtotal 60% Plans	32	66	73	228	344	4	747	\$ 89,150
6	Pre-final Design Plans (90% Plans)								
	Pavement plans	15	36	20	72	110		253	\$ 31,345
	Sewer plans and model	6	50		80	120		256	\$ 30,570
	Storm drain plans and calculations	10		50	80	100		240	\$ 29,050
	Cost estimate	2	4	4	10	12		32	\$ 4,070
	Special Provisions	2	2	4	8	12	4	32	\$ 3,770
	Subtotal 90% Plans	35	92	78	250	352	4	819	\$ 98,805
7	Final PS&E Package (100% Plans)								
	Pavement and Striping plans	5	12	8	16	50		91	\$ 10,915
	Sewer plans and model	2	10		12	16		40	\$ 5,070
	Storm drain plans and calculations	4		8	8	10		30	\$ 4,000
	Cost estimate	2	2	2	4	6		16	\$ 2,110
	Special Provisions	2	8	8	8	12	4	42	\$ 5,530
	Final PS&E Package (100% Plans)	15	32	26	48	94	4	219	\$ 27,625
8	Post-Design Services								
	Bidding phase coordination	12	20	10	8	4		54	\$ 8,960
	Site visits and weekly meetings	20	90	16				126	\$ 22,820
	RFIs and Contractor Submittals	8	16	8	4			36	\$ 6,280
	Yavapai County Sewer AOC	1	10		16	4		31	\$ 4,275
	As-built survey								\$ 20,000
	As-built plans	1	2	2	30	50	2	87	\$ 9,145
	Subtotal Post-Design Services	42	138	36	58	58	2	334	\$ 71,480
9	Sub-Consultant Fees								
	Geotechnical Exploration (Speedie)								\$ 12,500
	Potholing								\$ 28,750
	Subtotal Sub-Consultant Fees								\$ 41,250
	Total Project Cost								\$474,475

Email correspondence from AMRRP (Risk Pool) Ed Bantel and Attorney Bill Sims in relation to Woodson Contract for the Main Street Sewer Replacement and Storm Sewer Design

RE: Heather Vinson shared "2021.10.11 - Woodson Main Street - Professional Services Agreement Scope and Fee(wjs102121-highlighted)" with you.

Bill Sims <wjsims@simsrackin.com>

Re: 10/22/2021 10:35 AM

To: Heather Vinson <heather.vinson@campverde.az.gov>

Heather:

Perfect; thx

William J. Sims II
Sims Mackin, Ltd.
3101 N. Central Avenue, Suite 870
Phoenix AZ 85012
Direct: 602-772-5501
Fax: 602-772-5509
Cell: 602-524-0375
Legal Assistant: 602-772-5502
wjsims@simsrackin.com

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From: Heather Vinson <heather.vinson@campverde.az.gov>

Sent: Friday, October 22, 2021 10:30 AM

To: Bill Sims <wjsims@simsrackin.com>

Subject: Heather Vinson shared "2021.10.11 - Woodson Main Street - Professional Services Agreement Scope and Fee(wjs102121-highlighted)" with you.



Heather Vinson shared a file with you

Agreement with your changes made to Section X (a)(b). Please let me know if you approve.

Thank you, Heather Vinson



2021.10.11 - Woodson Main Street - Professional Services Agreement Scope and Fee(wjs102121-

RE: Contract for Woodson Engineering & Surveying

Bill Sims <wjsims@simsmackin.com>

Thu 10/21/2021 4:56 PM

To: Heather Vinson <heather.vinson@campverde.az.gov>

Heather:

Without the suggested changes, if the town is 5% negligent and the contractor is 95% negligent the contractor could argue that he/she does not have to indemnify the Town-- see yellow on the attached. The word "whatsoever" is too broad

William J. Sims III
Sims Mackin, Ltd.
3101 N. Central Avenue, Suite 870
Phoenix AZ 85012
Direct: 602-772-5501
Fax: 602-772-5509
Cell: 602-524-0575
Legal Assistant: 602-772-5502
wjsims@simsmackin.com

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From: Bill Sims <wjsims@simsmackin.com>
Sent: Thursday, October 21, 2021 11:05 AM
To: Heather Vinson <heather.vinson@campverde.az.gov>
Subject: RE: Contract for Woodson Engineering & Surveying

Heather:

Please see suggested changes to the indemnity

William J. Sims III
Sims Mackin, Ltd.
3101 N. Central Avenue, Suite 870
Phoenix AZ 85012
Direct: 602-772-5501
Fax: 602-772-5509
Cell: 602-524-0575
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wjsims@simsmackin.com

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From: Heather Vinson <heather.vinson@campverde.az.gov>
Sent: Wednesday, October 20, 2021 9:17 PM

Re: Professional Services Agreement Woodson Engineering [EXTERNAL]

Heather Vinson <heather.vinson@campverde.az.gov>

Wed 10/20/2021 10:39 AM

To: Bantel, Edward <EBantel@Berkleyrisk.com>

Wonderful, thank you for the assistance!

From: Bantel, Edward <EBantel@Berkleyrisk.com>

Sent: Wednesday, October 20, 2021 10:38 AM

To: Heather Vinson <heather.vinson@campverde.az.gov>

Subject: RE: Professional Services Agreement Woodson Engineering [EXTERNAL]

Hi Heather,

I think this works,, they are going to indemnify you for any loss they cause which I think is reasonable. You cover yourselves for any loss you cause and I think that is reasonable too!

Ed Bantel

Program Administrator



14902 N 73rd Street | Scottsdale, AZ 85260

P: 602-368-6618 | F: 602-996-9045

ebantel@berkleyrisk.com

Southwest Risk is committed to customer satisfaction.

Please [click here](#) to share your feedback about my service



From: Heather Vinson <heather.vinson@campverde.az.gov>

Sent: Wednesday, October 20, 2021 10:36 AM

To: Bantel, Edward <EBantel@Berkleyrisk.com>

Subject: Re: Professional Services Agreement Woodson Engineering [EXTERNAL]

** CAUTION: External message

Hello!

What do you think about this compromise?

Section X. Indemnity

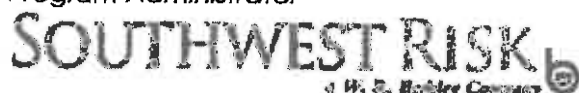
1. **Professional services claim.** The Consultant shall indemnify and hold the Owner and the Owner's officers, directors, members, and employees harmless from and against damages, losses and judgments arising from claims by third parties, but only to the extent they are caused by the willful misconduct or negligent acts, errors, or omissions of the Consultant, its employees and its consultants, or anyone for whose acts any of them may be legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated to indemnify any Indemnitee in any manner whatsoever for the Indemnitee's own negligence.
2. **Non-Professional Services claim.** The Consultant shall indemnify, defend and hold harmless Owner and the Owner's officers, directors, members, and employees from any and all liabilities, claims, demands, causes of action, loss, cost, damages and expenses, including reasonable attorney's fees, expert and consultant fees to the extent caused by the willful misconduct or negligent acts or omissions of the Consultant and those of its Sub consultants or anyone for whom the Consultant is legally liable. The Consultant is not obligated to indemnify or defend any Indemnitee in any manner whatsoever for the Indemnitee's own negligence.
3. 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 Indemnitee shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant 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 Consultant 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 Consultant for the Town of Camp Verde. The obligations under this Section 10 shall survive termination of this Agreement.

From: Bantel, Edward <EBantel@Berkleyrisk.com>
Sent: Monday, October 11, 2021 12:33 PM
To: Heather Vinson <heather.vinson@campverde.az.gov>
Subject: RE: Professional Services Agreement Woodson Engineering [EXTERNAL]

Hi Heather,

Your original paragraph was better. In your original paragraph, they were responsible for all claims, which is great for Camp Verde. They didn't like that and they changed it so they are only responsible for claims they cause not something you cause. I don't have a problem with that, we call it mutual indemnification and I think it makes sense. They cover their claims you cover yours. However, by striking that paragraph they also struck out the waiver of subrogation, which if I were you, I'd like to see left in, especially for WC. Without that, here is what can happen. Their employee trips on the curb and gets injured. The make makes a WC claim. The WC carrier then subrogates against Camp Verde to recover the cost of their WC claim. If it is a bit too late, I would accept their changes but put the subro language back in there, at least for WC.

Ed Bantel
Program Administrator



14902 N 73rd Street | Scottsdale, AZ 85260
P: 602-368-6618 | F: 602-996-9045

ebantel@berkleyrisk.com

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Please [click here](#) to share your feedback about my service



From: Heather Vinson <heather.vinson@campverde.az.gov>

Sent: Thursday, October 7, 2021 4:49 PM

To: Bantoi, Edward <EBantel@Berkleyrisk.com>

Subject: Fw: Professional Services Agreement Woodson Engineering [EXTERNAL]

** CAUTION: External message

Hello Ed,

We are working to get this in front of Council for 10/20/2021 which means that we must have a draft by this coming Monday 10/11/2021.

There are some changes the Consultant is requesting be made on page 6 of the document to the Indemnity Clause. The request for this specific verbiage is coming from their legal department (as I understand it).

Are you able to look at this for me and see if anything jumps out at you?

Their wording is vaguer than ours in some instances, like the Work Comp reference, and they are asking to omit the survivability of the obligations of Section 10 past the agreement term.

Thank you!

Heather Vinson

From: Troy Odell <troy.odell@campverde.az.gov>

Sent: Wednesday, October 6, 2021 12:35 PM

To: Heather Vinson <heather.vinson@campverde.az.gov>; Ron Long <ron.long@campverde.az.gov>

Cc: Tracey Feltes <tracey.feltes@campverde.az.gov>

Subject: Professional Services Agreement Woodson Engineering

Heather:

Please review the attached (draft) Professional Services Agreement with the notes added as to what will be included in the final draft. I am placing this on the consent agenda for the 20th by Monday the 11th.

Thanks, Troy

CONFIDENTIALITY NOTICE: This e-mail and the transmitted documents contain private, privileged and confidential information belonging to the sender. The information herein is solely for the use of the addressee. If your receipt of this transmission has occurred as the result of an error, please immediately notify us so we can arrange for the return of the documents. In such circumstances, you are advised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.

WOODSON

ENGINEERING & SURVEYING

124 N. Elden Street • Flagstaff, AZ 86001
(928) 774-4636 • www.woodsoneng.com

ATTACHMENT C

December 3, 2021

Troy Odell, P.E
Public Works Deputy Director
395 S. Main Street,
Camp Verde, AZ 86322

Email: Troy.Odell@campverde.az.gov
Phone: (928) 554-0820

Re: Project No. 121864 Camp Verde- Main Street Sewer

Dear Troy:

Thank you very much for providing an opportunity to further assist the Town during the Main Street Sewer and Storm Drain Improvements project by adding replacement of the existing water main and the installation of new reclaim water pipelines for future use. The additional project scope is to design approximately 6,600 linear feet of water main replacement with hydrants and services and the design of approximately 3,800 linear feet of reclaim water system with hydrants. This work will be in Main Street, Hollamon Street and Head Street for the water main. Also a short portion of the First Street water pipe will be replaced. It is not anticipated that there will be any water main replacement in First Street west of Head Street. The reclaim water system work will be in Main Street and Hollamon Street.

The work would include T-Top pavement replacement within Head Street and First Street including side streets for laterals. Total asphalt replacement in the Main Street corridor and Hollamon Street south of Main is already included in the original project scope. We have attended a meeting with you to verify the scope of services you are looking for. Based on the project scope, site visit and on knowledge of similar projects, we have prepared this proposal for the additional survey work and engineering work. Please refer to our detailed Main Street Sewer project for additional details on the items included with each phase of design, etc. Our project scope and fees are indicated below.

SCOPE OF SERVICES

Task#1: Boundary and Topographic Survey:

The work in preparing both Boundary and Topographic surveys for the work area is outlined below.

- Woodson Engineering (WE) and Survey will perform additional topographic survey of Head Street, Hollamon Street and First Street (portion) to design the water main and reclaim systems. Aerial mapping will obtain a portion of the area needed.

- WE will perform ground survey to supplement the aerial mapping for elevations and ground features that cannot be covered by the aerial mapping.
- We will locate Head Street, Hollamon and First Street ROW limits based on record information from the Town, Yavapai County and ADOT.
- We will locate visible natural (landforms, trees, etc.) and features such as roadways, parking areas, fences, buildings, water appurtenances, sewer cleanouts and manholes, visible utility appurtenances, catch basins, storm drains and channels.
- We will prepare a map showing the results of our findings, including spot elevations, floor elevations, and contour lines with a 1- foot interval. We will provide you with a PDF copy of this map. Map will be transmitted in GIS format to the Town.

We will perform the above work for a Not-to-Exceed cost of \$8,500.

Task#2: Administration, Project Management, Meetings and Coordination:

- This work is of the same basis but additional to our original proposal.
- Provide Administration and Project Management.
- We will schedule and participate in meetings with the Town and Staff. We can also participate in Council and public meetings as needed by the Town.
- We will prepare meeting materials and exhibits.
- We will meet with the town at 30%, 60%, 90% and 100% submittals during the design phase to coordinate the design and reviews with the Town staff. We will provide review copies of the plans for each level of review.

We will perform the above work for a Not-to-Exceed cost of \$5,900.

Task#3: Research, Investigation and Utility Base Map:

- This work is of the same basis but additional to our original proposal.
- Obtain Town design standards including MAG addendums.
- We will research and obtain as-builts and existing plans of the water system.
- We will coordinate with utility companies for dry utilities to obtain as-builts or plans of utility infrastructure. We will research existing utility easements.
- We will then prepare a base utility map to identify conflicts and coordinate relocations of utilities with utility franchise companies. This map can be utilized to coordinate the design with acceptable disruption of services during the construction phase.

We will perform the above work for a Not-to-Exceed cost of \$4,500.

Task#4: Concept Design (30% Plans)

- This work is of the same basis but additional to our original proposal.
- We will utilize Yavapai County's 2-foot GIS contours for the 30% base map and for areas beyond the of aerial mapping limits. We will also obtain parcels, buildings and other relevant GIS data from the County.
- We will prepare 30% design plans to meet with the Town.
- Concept plans will include plans and preliminary profiles of proposed water and reclaim systems.

- We will prepare a high level cost estimate to compare to the project budgets.
- We will identify potential utility conflicts/relocations.
- We will provide preliminary construction sequencing to inform the Town of water replace/remove without long term disruption to services.

Task#5: Preliminary Design (60% Plans)

- This work is of the same basis but additional to our original proposal.
- We will address the Town’s comments from concept plans and develop 60% design plans for review by the Town and utility companies.
- Preliminary plans will include cover sheet, notes, details, plans and profiles of proposed water and reclaim systems.
- We will prepare a preliminary cost estimate to inform of the estimated project costs.
- We will provide 60% plans to the utility companies for review/comment and identify the required relocations. Utility companies will provide their own plans for any improvements to their systems beyond conflict resolution with the Town project.
- Preliminary Geotechnical design reports prepared by the sub-consultants will be provided for review/comment. Pavement design will be provided as part of the original Contract.
- We will prepare draft Special Provisions/Technical Specifications for the items not covered under MAG specifications.
- We will participate in plans in hand site walk-through with the Town to ensure the design feasibility.

Task#6: Pre-Final Design (90% Plans)

- This work is of the same basis but additional to our original proposal.
- Pre-final design plans will be prepared to address 60% review comments and utility conflicts and to obtains all the required sign-offs for the project.
- Pre-final plans will include cover sheet, notes, details, plans and profiles of proposed water and reclaim systems.
- Pavement sheets, signing and striping sheets.
- Final Geotechnical design reports prepared by the sub-constants will be provided for review/comment. Pavement design will be provided as part of the original Contract.
- Pre-final Cost Estimate and Special Provisions/Technical Specifications
- Pre-final plans will be submitted to the Town. Plans will be submitted to utility companies for sign-offs.
- Pre-final plans, water design report and permit applications will be submitted to Yavapai County Environmental Services to obtain Approval to Construct (ATC).
- We will participate in plans in hand site walk-through with the Town to ensure design and plan components are complete.

Task#7: Final PS&E Package (100% Plans)

- This work is of the same basis but additional to our original proposal.
- Final design plans will be prepared to address 90% review comments and utility conflicts and to obtain all the remaining sign-off for the project.
- PS&E package to the Town will be prepared to include Plans, Special Provisions and Cost Estimate for 100% design plans.

- Plans will be transmitted in Pdf and GIS format to the Town.
- Provide a Bid Schedule.
- All final design reports- Water design report, Reclaim Design Report.
- The Bid Package will be placed on the Public Purchase Website by the Town.

We will perform the above work for Tasks 4 – 7 for a Not-to-Exceed cost of \$65,000.

Task#8: Post-Design Services

- This work is of the same basis but additional to our original proposal.
- Participate in meetings during bidding phase of the project including the Pre-Bid Meeting and Contractor Walk-thru.
- We will address bidders questions and prepare addenda.
- Prepare and provide bid tabulation, attend bid opening meeting.
- Provide responses to RFIs during construction.
- Site visits and weekly construction meetings, estimated twenty (20) meetings. Construction phase is assumed to be up to 6 months in duration.
- Review/approve submittals from contractor.
- Substantial Completion walk-thru after construction with the Town and Contractor. Prepare punchlist of pending items.
- Final punch-list walk-thru to ensure the pending items are completed.
- Perform as-built survey during construction, assume 10 trips and prepare as-built plans at the completion of construction.
- Compile water testing results and documentation. Prepare Engineers Certificate of Completion (ECC).
- Permit application to Yavapai County Environmental Services for Approval of Construction (AOC) and Approval to Operate (ATO) for the water system.

We will perform the above work for a Not-to-Exceed cost of \$12,400.

Task#9: Sub-Consultants:

Geotechnical Investigation

A Geotechnical exploration firm will be utilized to serve as a sub-consultant for this portion of the work to perform field exploration to identify soils and estimated rock limits and utility impacts for Head Street and First Street. It should be noted that due to limited bore logs and geotechnical exploration, the soil types and rock limits/extends may differ from geotechnical exploration findings. Up to 3 additional borings will be added to the original Geotech Scope for the new areas. Blue Stake will be requested by the Geotech firm. Cold patching of boreholes in pavement will be by the Geotech firm.

We will perform the above work for a Not to Exceed cost of \$5,750 which includes 15% markup for sub-consultant handling fees.

Potholing Services

A subsurface utility investigation firm will be utilized to serve as a sub-consultant for this portion of work to provide potholing to identify utility line depths, conflicts and to design water and reclaim

system improvements with minimal conflicts. The potholing information will be utilized to coordinate design and required relocations. Woodson Engineering will provide Pothole Location Plans, which will include up to 5 additional potholes beyond the original scope.

We will perform the above work for a Not to Exceed cost of \$6,850 which includes 15% markup for sub-consultant handling fees. Additional potholes will be at \$750 per each.

Cost Summary:

Task#	Description	Cost
1	Boundary, Topo Map and Easements	\$ 8,500
2	Admin, Proj Mgmt, Meetings and coordination	\$ 5,900
3	Reasearch, Investigation Utility Base Map	\$ 4,500
4	Conceptual Plans (30%) (See Line 7)	\$
5	Preliminary Design Plans (60% Plans) (See Line 7)	\$
6	Pre-final Design Plans (90% Plans) (See Line 7)	\$
7	Final PS&E Package (100% Plans) (Inclusive 4 – 7)	\$ 70,000
8	Post-Design Services	\$ 12,400
9	Sub-Consultant Fees (Geotech and Pothole Services)	\$ 12,600
	Total	\$ 113,900

Exclusions

- Environmental and cultural assessment
- FEMA studies or Flood Modeling
- Public notifications of project and during construction
- Easement negotiations
- Water System Modeling
- Construction Inspection-Provided by Town of Camp Verde
- Traffic Control Plan-Provided by the Contractor
- Agency Review Fees including Yavapai County Environmental, Permit Fees
- Printing Costs. Other Reimbursable Expenses including Mileage included above.

We are excited to have been presented this opportunity and we are ready to start as soon as we receive Notice to proceed (NTP). Thank you again for the opportunity and feel free to contact us if you have any questions or need any additional information.

Sincerely,

WOODSON ENGINEERING AND SURVEYING



Rick Schuller, PE
Engineering Department Manager

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Agenda Item Submission Form – Section I

Meeting Date: February 16, 2022

X Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Special Session

Requesting Department: Public Works/Wastewater Division

Staff Resource/Contact Person: Troy Odell, P.E.

Agenda Title (be exact): Approvals for Bunger Steel, Inc. as a sole source to design and construct a Canopy including the foundation over the existing Chlorine Contact Chambers for weather, wind, and pollution control.

List Attached Documents: Bunger Proposal for all portions of this design and construction totaling an amount not to exceed \$131,064.00. This project was originally approved as a project portion of the 2018 WIFA Loan.

Estimated Presentation Time: 10 min

Estimated Discussion Time: 5 min

Reviews Completed by:

X Department Head: Town Attorney Comments: N/A

Finance Review: X Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: None

Budget Code: 31-490-20-806000

Amount Remaining: \$900,000.00

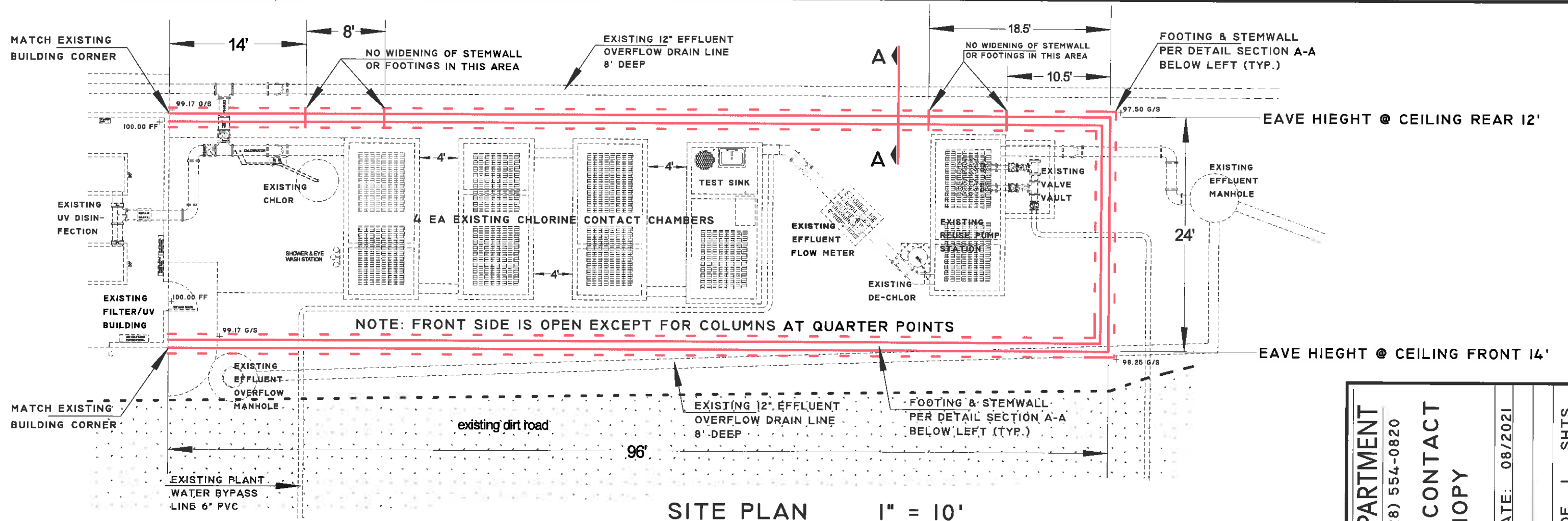
Comments: This Chlorine Contact Canopy is the completion project for the final filtration and disinfection that makes our facility able to make A+ water for the purposes of watering the Sports Complex and any other public areas in the future that may be supplied with reclaim water. This was slated from the beginning as a required structure to go along with all of the other improvements. This canopy will provide a cover over the Chlorine Contact Chambers, Sampling Facilities, Chlorine and Pump Chamber Control Panels, the effluent flow meters, the Reclaim Water Pumping Chamber, and all of the associated piping, valves, chlorinators, de-chlorinators, etc., that are susceptible to damage from UV, wind, and weather. This canopy also blocks dust and debris that can affect our testing results for permit compliance.

Background Information: Bunger Steel is put in for this project as a sole source vendor in order that the match-up to the side, depth and height of the existing Filter & UV Building is added onto with an appropriate

manufactured addition that is leak and problem free with matching materials and construction. Bunger Steel has a flawless history of working with the Town on multiple other large buildings while always being competitive enough to be awarded the projects. This proposal seems very well within a suitable amount for the work being accomplished.

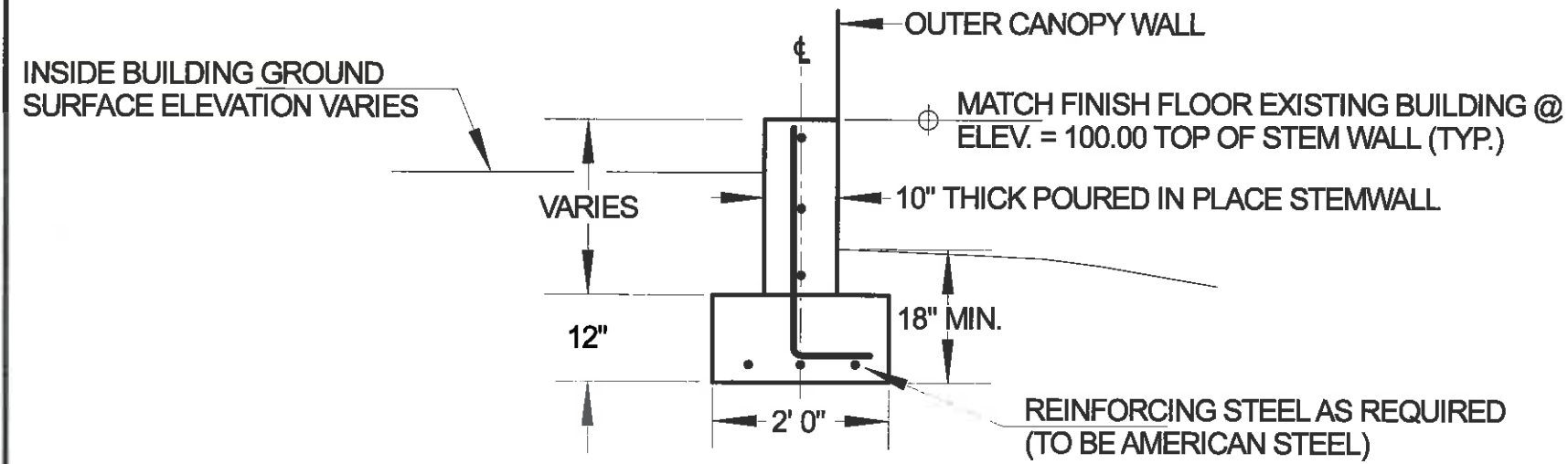
Recommended Action (Motion): Approve Bunger Steel as the sole source to supply and construct the Chlorine Contact Canopy addition to the existing Filter & UV Building (a previous Bunger Steel Building) including its foundations as shown in the attachments for the proposed amount per the attached Contract/Proposal as the pre-approved Chlorine Contact Canopy project for the not to exceed amount of \$131,064.00.

Instructions to the Clerk: n/a



SITE PLAN 1" = 10'
FOUNDATION STEMWALL PLANS

NOTE: STEMWALL & FOOTING MAY BE WIDENED AND THICKENED TO ADEQUATELY SUPPORT AT ALL COLUMN/PIER LOCATIONS AND TO PROVIDE ANCHORAGE SPACE (TYP.)
 ALL CONCRETE SHALL BE 300 PSI (TYP)
 SOIL LOADING PRESSURE = 1500 PSF MIN LOADING (TYP)



SECTION A-A 1" = 2'
FOOTING & STEMWALL DETAIL



NOTE: CONTRACTOR SHALL CONTACT THE BLUE STAKE AUTHORITY AND HAVE THE EXISTING UTILITIES MARKED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

TOWN OF CAMP VERDE - PUBLIC WORKS DEPARTMENT
 395 S. MAIN STREET, CAMP VERDE, ARIZONA 86322 (928) 554-0820

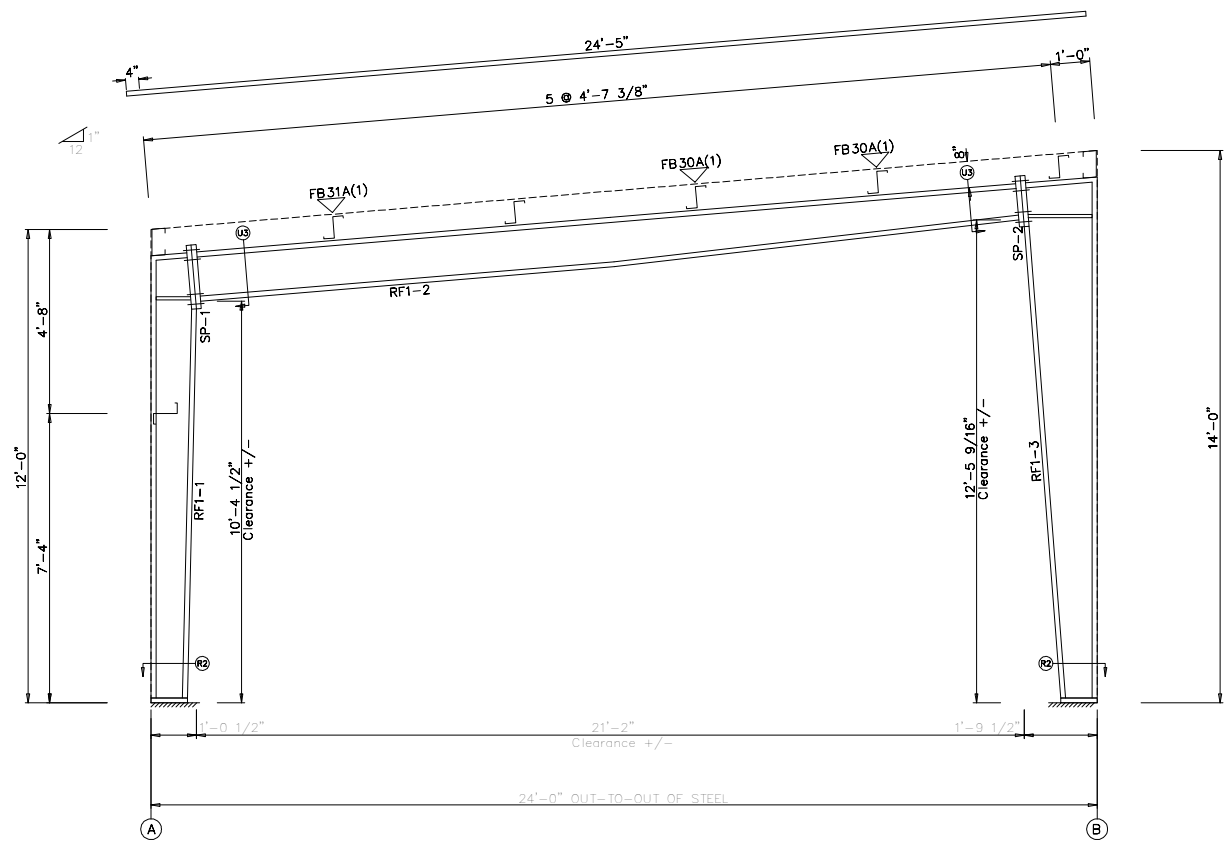
SITE PLAN - CHLORINE CONTACT BASIN/FLOWMETER CANOPY

DESIGN: TAO DRAWN: TAO DATE: 08/2021
 REVISIONS:
 APPROVED: TAO SHEET 1 OF 1 SHTS

SPICE PLATE & BOLT TABLE										
Mark	Qty	Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP-1	4	4	0	0	A325	0.750	2.00	6"	3/8"	1'-6 1/2"
SP-2	4	4	0	0	A325	0.750	2.25	6"	1/2"	1'-2 1/2"

▽ FLANGE BRACES: Both Sides(U.N.)
 FBxxA(1): xx=length(in)
 A - L15X1/8

MEMBER TABLE						
Mark	Web Depth		Web Plate		Outside Flange W x Thk x Length	Inside Flange W x Thk x Length
	Start/End	Thick	Length	Length		
RF1-1	8.0/11.9	0.135	117.1		5 x 1/4" x 135.3	5 x 1/4" x 121.1
	11.9/12.0	0.188	19.2		5 x 1/4" x 11.0	
RF1-2	12.0/12.0	0.135	128.5		5 x 1/4" x 240.0	5 x 1/4" x 128.5
	12.0/ 8.0	0.135	125.4		5 x 1/4" x 14.0	5 x 1/4" x 125.5
RF1-3	21.9/21.0	0.135	13.0		5 x 1/4" x 22.3	5 x 1/4" x 146.9
	21.0/20.8	0.135	2.3		5 x 1/4" x 159.3	
	20.8/ 8.0	0.135	144.0			



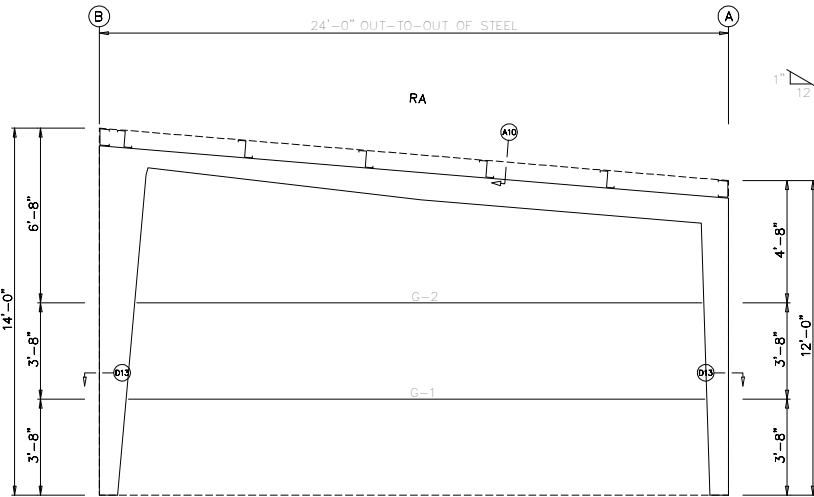
RIGID FRAME ELEVATION: FRAME LINE 1 2 3 4 5



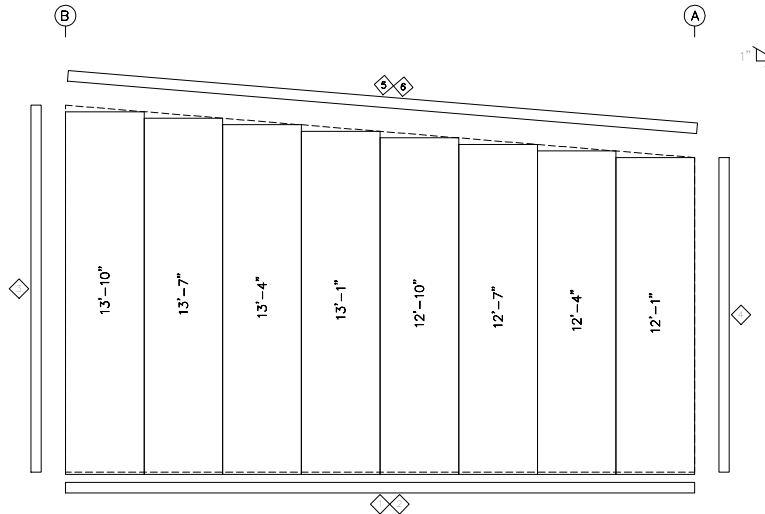
CUSTOMER: TOWN OF CAMP VERDE		JOB NO.	
ADDRESS: Camp Verde, AZ 86322		MC21-0832	
PROJECT: RF : Chlorine Cover WTP		DWG NO.	
Camp Verde, AZ 86322			
REVISIONS:	DWN:		
	CHK:		
	DATE: 8/31/21		
	SCALE = NONE		

MEMBER TABLE		
FRAME LINE 5		
MARK	PART	LENGTH
G-1	8x25Z14	22'-1 3/16"
G-2	8x25Z12	21'-7 13/16"

TRIM TABLE		
FRAME LINE 5		
NO	PART	LENGTH
1	FL-73	10'-2"
2	FL-73A	20'-2"
3	FL-23C	14'-2"
4	FL-83I	12'-0"
5	FL-16	10'-2"
6	FL-16D	20'-2"



RIGHT ENDWALL FRAMING: FRAME LINE 5



RIGHT ENDWALL SHEETING & TRIM: FRAME LINE 5
 PANELS: 26 Ga. PBR - STANDARD COLOR

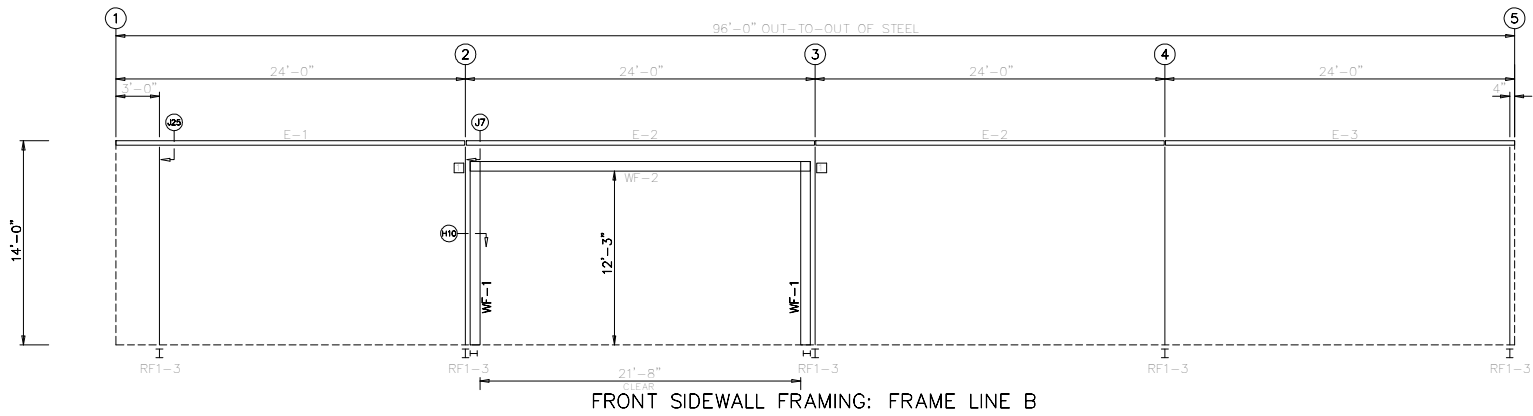


CUSTOMER: TOWN OF CAMP VERDE		ADDRESS: Camp Verde, AZ 86322	
PROJECT: RF : Chlorine Cover WTP		Camp Verde, AZ 86322	
REVISIONS	DWN:	JPR NO	
	CHK:	MC21	0832
	DATE: 8/31/21	DWG NO	
	SCALE = NONE		

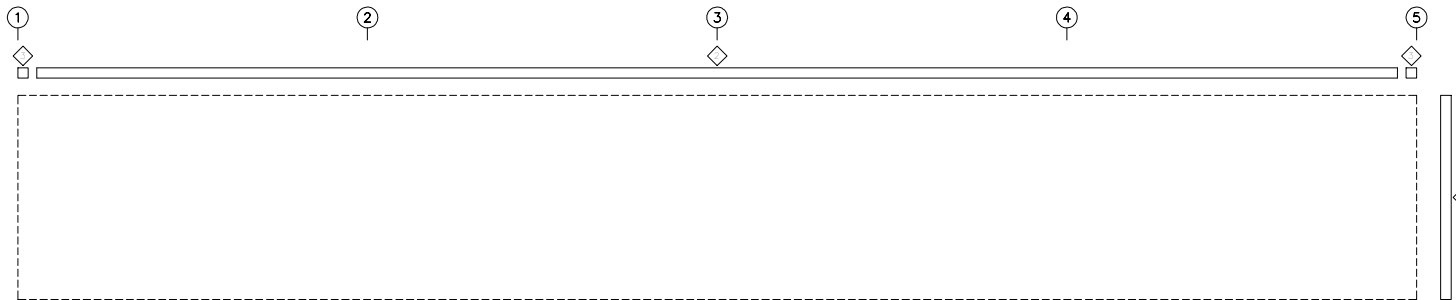
MEMBER TABLE		
FRAME LINE B		
MARK	PART	LENGTH
WF-1	W08542	12'-11"
WF-2	W08642	21'-7 3/4"
E-1	850E141	23'-11 1/2"
E-2	850E141	23'-11 1/2"
E-3	850E141	23'-11 1/2"

TRIM TABLE		
FRAME LINE B		
MARK	PART	LENGTH
1	FL-23C	14'-2"
2	FL-17A	20'-2"
3	FL-16E	8"

CONNECTION PLATES	
FRAME LINE B	
MARK	PART
1	WR-1



FRONT SIDEWALL FRAMING: FRAME LINE B

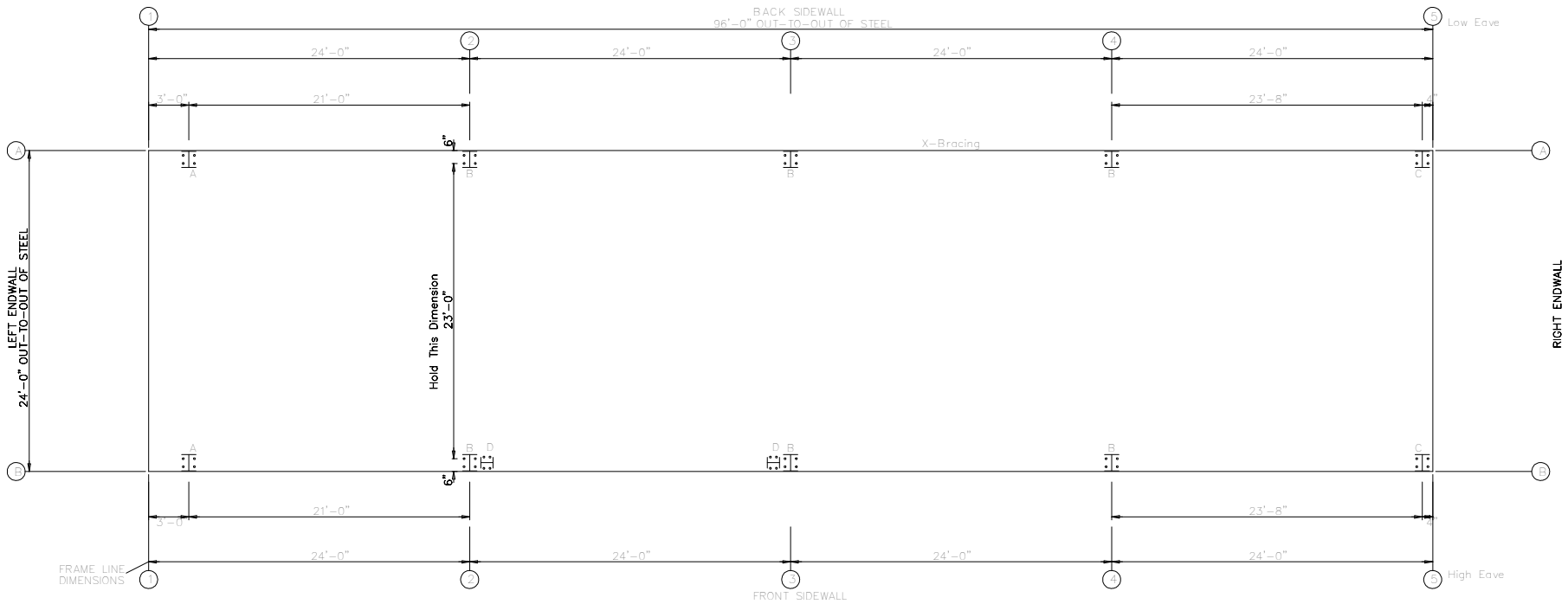


FRONT SIDEWALL SHEETING & TRIM: FRAME LINE B

CUSTOMER: TOWN OF CAMP VERDE	
ADDRESS: Camp Verde, AZ 86322	
PROJECT: RF : Chlorine Cover WTP	
Camp Verde, AZ 86322	
REVISIONS:	DWN: JFR NO
	CHK: MC21-0832
	DATE: 8/31/21
	SCALE = NONE



○ Dia = 3/4"



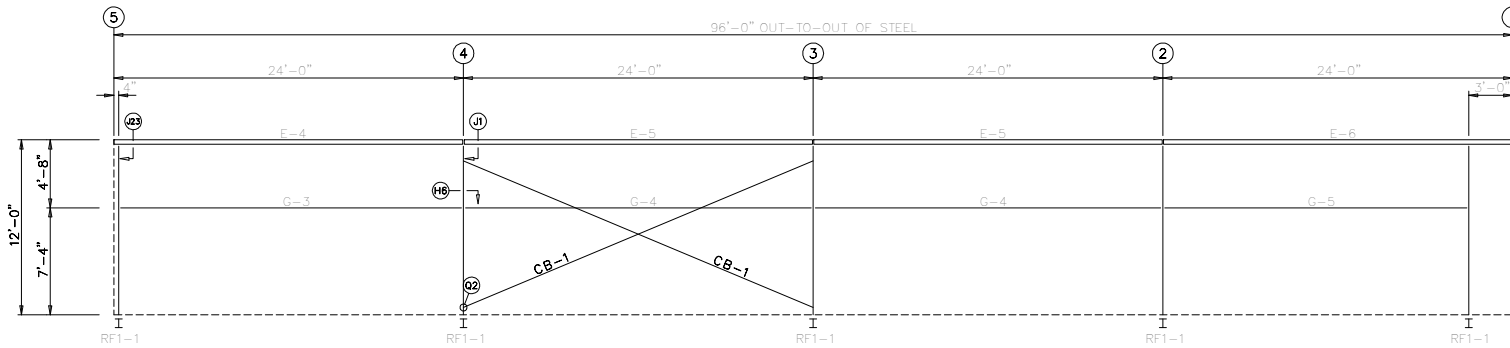
ANCHOR BOLT PLAN
 NOTE: All Base Plates @ 100'-0" (U.N.)



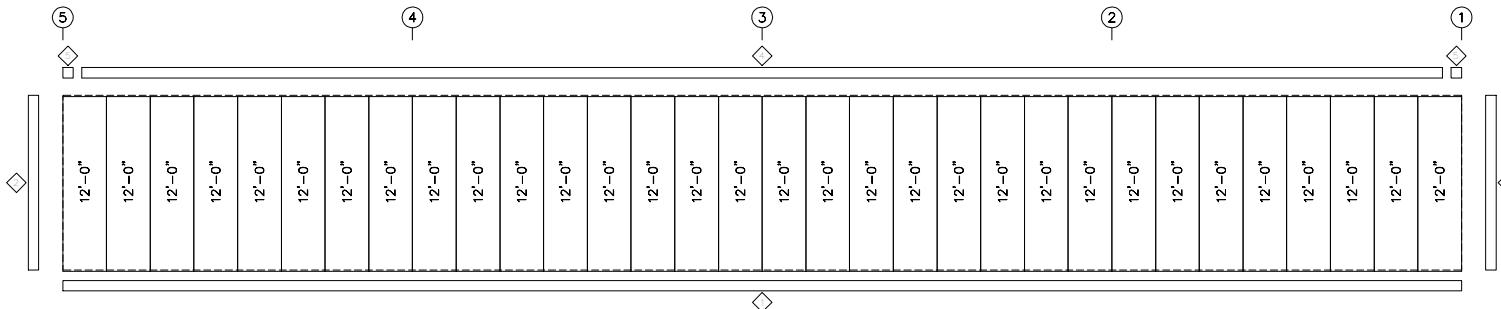
CUSTOMER: TOWN OF CAMP VERDE		JOB NO.	
ADDRESS: Camp Verde, AZ 86322		MC21-0832	
PROJECT: RF : Chlorine Cover WTP		DWG. NO.	
Camp Verde, AZ 86322		SCALE = NONE	
REVISIONS:	DWN:	DATE: 8/31/21	
	CHK:		

MEMBER TABLE		
FRAME LINE A		
MARK	PART	LENGTH
E-4	850E121	23'-11 1/2"
E-5	850E121	23'-11 1/2"
E-6	850E141	23'-11 1/2"
G-3	8x35Z12	22'-11 1/2"
G-4	8x35Z12	23'-3 1/2"
G-5	8x25Z12	20'-3 1/2"
CB-1	CBL375	24'-2"

TRIM TABLE		
FRAME LINE A		
QTY	PART	LENGTH
1	FL-73A	20'-2"
2	FL-831	12'-0"
3	FL-23B	12'-2"
4	FL-19A	20'-2"
5	FL-16A	4"



BACK SIDEWALL FRAMING: FRAME LINE A

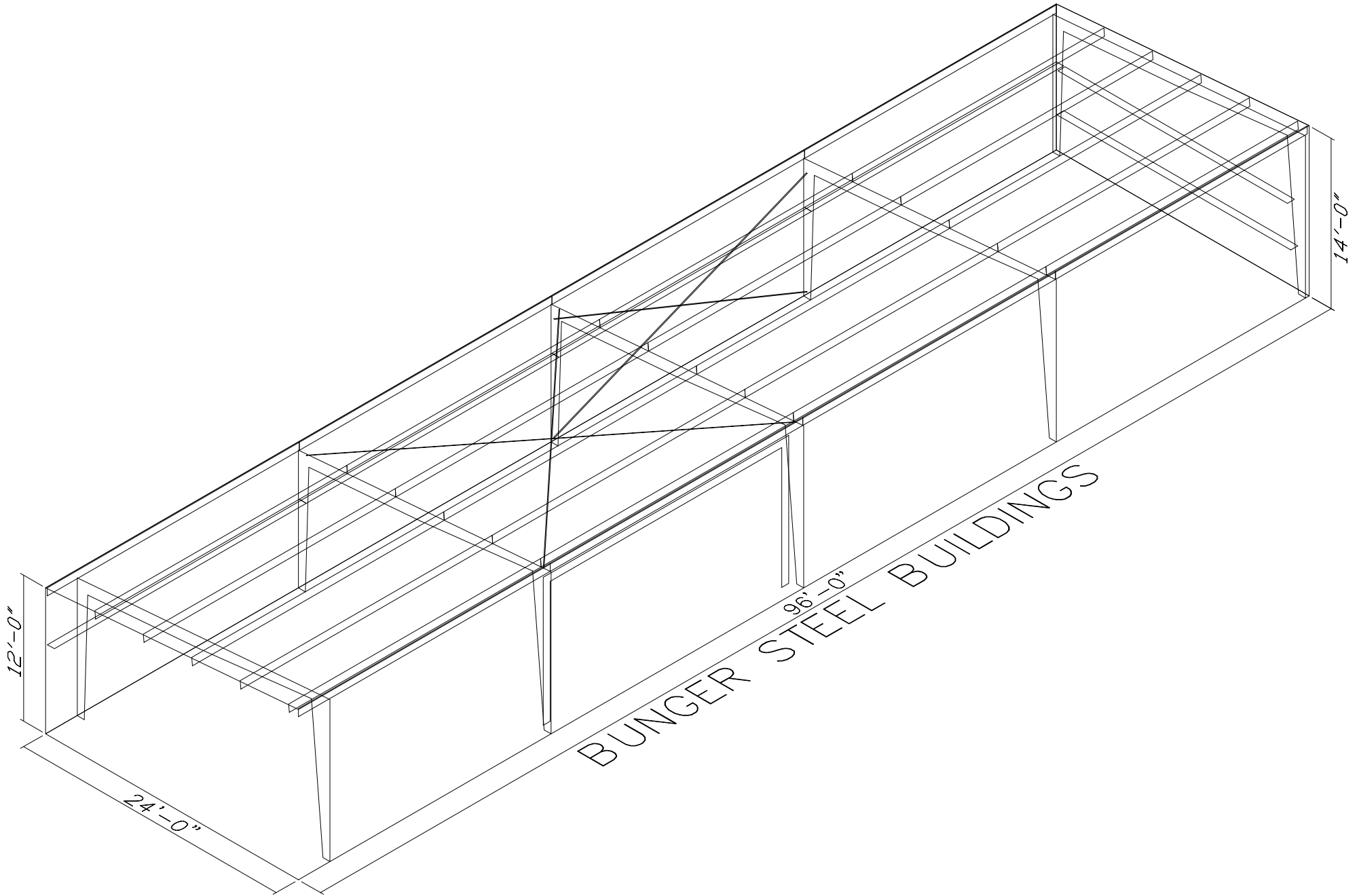


BACK SIDEWALL SHEETING & TRIM: FRAME LINE A

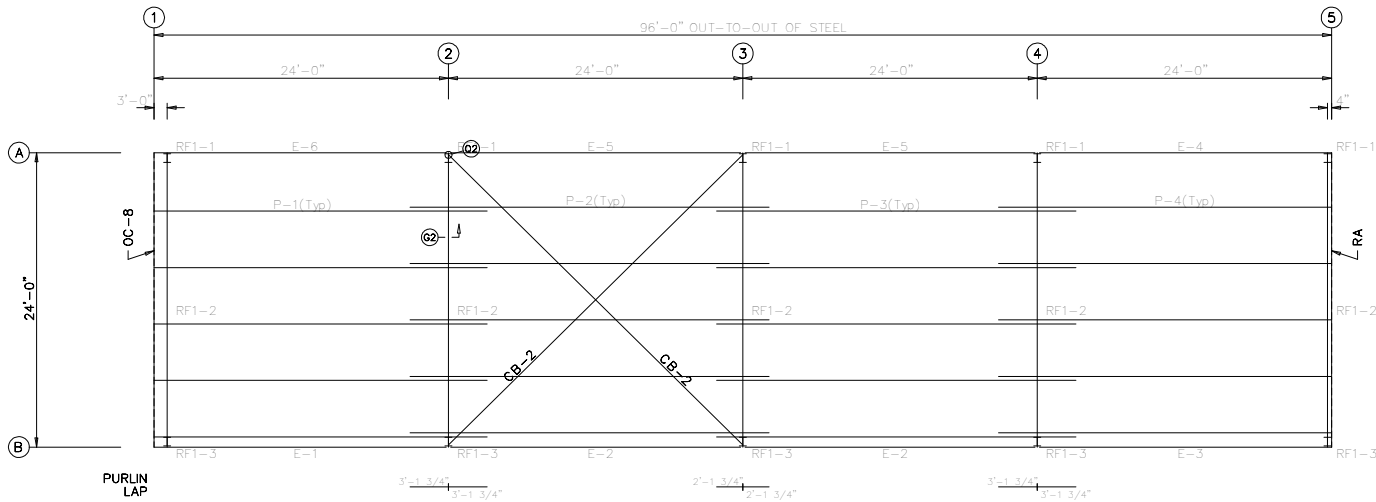
PANELS: 26 Ga. PBR - STANDARD COLOR

CUSTOMER: TOWN OF CAMP VERDE	
ADDRESS: Camp Verde, AZ 86322	
PROJECT: RF : Chlorine Cover WTP	
Camp Verde, AZ 86322	
REVISIONS:	DWN: JFR NO
	CHK: MC21-0832
	DATE: 8/31/21
	SCALE: = NONE





MEMBER TABLE		
ROOF PLAN		
MARK	PART	LENGTH
P-1	8x25Z14	27'-1 1/2"
P-2	8x25Z14	29'-3 1/2"
P-3	8x25Z12	28'-3 1/2"
P-4	8x25Z12	27'-1 1/2"
E-1	850E141	23'-11 1/2"
E-2	850E141	23'-11 1/2"
E-3	850E141	23'-11 1/2"
E-4	850E121	23'-11 1/2"
E-5	850E121	23'-11 1/2"
E-6	850E141	23'-11 1/2"
CB-2	CBL375	30'-8"



ROOF FRAMING PLAN

24'-5"
(32)

ROOF SHEETING
PANELS: 26 Ga. PBR
STANDARD COLOR

CUSTOMER: TOWN OF CAMP VERDE	
ADDRESS: Camp Verde, AZ 86322	
PROJECT: RF : Chlorine Cover WTP	
Camp Verde, AZ 86322	
REVISIONS	DATE: 8/31/21
DWN:	CHK:
SCALE: = NONE	JFR NO: MC21-0832
	DWG NO:





Quote Date: 2/3/2022

Quote No.: MC21-0832

Job No.:

Customer:

TOWN OF CAMP VERDE

ADDRESS

Camp Verde, AZ 86322

Phone: 928-239-0631

Cell Ph:

Fax:

Email: Troy Odell <Troy.Odell@campverde.az.gov>

Customer Representative:

Troy Odell

Bunger Representative:

Mark Corrigan

mark@bungersteel.com

Project Name and Location:

Chlorine Cover WTP

Camp Verde, AZ 86322

County: Camp Verde

Building End Use:

Permit From: Camp Verde

Building Category: 1

Delivery of Plans to Customer:

Pick Up

UPS To:

ADDRESS

Camp Verde, AZ 86322

CONTRACT PROPOSAL

BUILDING SPECIFICATIONS

Width (Ft).....	24	Length (Ft).....	96	
Eave Height Front (Ft)...	14	Eave Height Rear (Ft)....	12	
Roof Slope Front.....		Roof Slope Rear.....	1.0:12	
Peak Offset (Ft).....	24			
Bay Spacing (Ft).....	4 at 24			
Interior Frame(S).....	5 single slope rigid frames, clear span			
Left Endwall Frame.....	Rigid	Left Rigid End Frame Offset.....	N/A	Left Endwall Frame Lines.....
Right Endwall Frame.....	Rigid	Right Rigid End Frame Offset.....	N/A	Right Endwall Frame Lines.....
<small>(Bearing is non-expandable Post & Beam, Rigid End Frame is non-expandable, unless noted otherwise.)</small>				
Left Endwall Girts.....	Flush	Left Endwall Bracing.....	Rigid Frame	
Front Sidewall Girts.....	Flush	Front Sidewall Bracing.....	Wind Bents	
Right Endwall Girts.....	Flush	Right Endwall Bracing.....	Rigid Frame	
Back Sidewall Girts.....	Flush	Back Sidewall Bracing.....	Cable Diagonal Bracing	
<small>(Not Applicable If Building Is Cover Only)</small>				
		Roof Bracing.....	Cable Diagonal Bracing	

Customer to Verify : LOAD SPECIFICATIONS, CODE: IBC 18

Roof Dead Load (psf).....	2.5	Collateral Load (psf).....	1	Occupancy Category....	II
Roof Snow Load (psf)....	20	Roof Live Load (psf).....	40	Live Load Reduction.....	No
Wind Speed (mph).....	115	Wind Exposure.....	C	Importance Factor.....	1.00
Building Type.....	Partial				
Seismic Zone.....	C	Seismic Coefficient.....	0.450	Importance Factor.....	1.00
Rigid Frame Deflection Limits:		Vertical.....	180	Horizontal.....	60
Wall Girt Deflection Limits:		Vertical.....	n/a	Horizontal.....	90
Roof Purlin Deflection Limits:		Live Load.....	180	Wind Load.....	150

CONTRACT PROPOSAL - continued

PANEL AND TRIM SPECIFICATIONS

Roof Panel Profile.....PBR Panel Gauge..... 26
 Roof Panel Color.....STANDARD COLOR
 Wall Panel Profile.....PBR Panel Gauge..... 26
 Wall Panel Color.....STANDARD COLOR
 Eave Trim Color..... STANDARD COLOR
 Gable Trim Color.....STANDARD COLOR
 Corner Trim Color.....STANDARD COLOR
 Opening Trim Color.....STANDARD COLOR
 Gutter Trim Front (ft).... 0 Downspouts Front (ea)..... none
 Gutter Trim Rear (ft).... 0 Downspouts, Rear (ea)..... none
 Gutter Trim Color..... 0
 Downspout Color..... 0

Please refer to color selection chart for color availability by profile and gauge. Additional charges apply for gauge change & Custom Colors

FACTORY LOCATED OPENINGS

Left Endwall.....none BAY ID: Offset From Left Frame Line:
 Right Endwall.....none BAY ID: Offset From Left Frame Line:
 Front Sidewall.....none BAY ID: Offset From Left Frame Line:
 Back Sidewall.....none BAY ID: Offset From Left Frame Line:

Please refer to drawing template and/or other specifically referenced submittals for location of openings

ACCESSORIES

Formed Base Angle.....Yes Base Closures..... Yes (applicable only if wall sheeting is supplied by Bunger ste

Light Panels Roof (ea):
 Light Panels Wall (ea):

Insulation Roof (in).....none Type of Insulation.....none Roof Screw Length: Short
 Insulation Wall (in)..... none Wall Screw Length: Short

Other Accessories.....Includes Transition Flashing at Left End Wall for Tie-in to Existing Building
 All Materials Used Are US Domestic Products
 Includes Flashing for Tie-In to Adjoining Building
 Building Steel US Domestically Produced

Comments..... none

Plans and specifications, if provided, may contain limited information. Additional information has been provided by another source. Buyer is responsible for review of the quote and all specifications contained therein. Buyer's signature on page 3 shall be deemed as the Buyer's full approval of all specifications.

MISCELLANEOUS

Roof Extension:	Roof Canopy:
Left Endwall.....none	Left Endwall.....none
Front Sidewall..... none	Front Sidewall..... none
Right Endwall.....none	Right Endwall.....none
Back Sidewall.....none	Back Sidewall.....none
Liner Panels:	Facia:
Left Endwall.....none	Left Endwall.....none x none
Front Sidewall..... none	Front Sidewall..... none x none
Right Endwall.....none	Right Endwall.....none x none
Back Sidewall.....none	Back Sidewall.....none x none
Roof none	

FOUNDATION AND ERECT OPTIONS

ERECT:

Add \$ 34,700 For Expert Building Erection. Includes Unloading, Erect Labor, Equipment and Insurance.
Also Includes Flashing to Existing Building on Left Wall. Note: Erect based upon Davis-Bacon wage rates.

FOUNDATION: (SALES TAXES AND Davis-Bacon Wages INCLUDED):

Add \$ 47,105 For Stem Wall with Footings as Shown on Your Drawings. No Slab. Site Must Be Clear of Obstructions and Accessible. Note: This Option Price May Change After We Complete Your Foundation Design.

CONTRACT PROPOSAL - continued

STRUCTURAL CALCULATIONS AND DRAWINGS

Approval Drawings..... 4 sets (sealed by licensed PE) *** Please fill out the attached 'Foundation Design Information Form' if Foundation design is provided by Bungler Steel, Inc.
Structural Calculations..... 2 sets (sealed by licensed PE)
Foundation Engineering..... included (sealed by licensed PE)

If buyer desires Bungler, Inc. to prepare Foundation Engineering, buyer shall provide Bungler with a copy of the soils report for Bungler's review pursuant to the provisions in IBC 09, Section 1802.1. It is entirely owners or owner's representative responsibility to provide Bungler a copy of soils report for foundation design. In absence of soils report , Bungler will design the foundation based on Non-Expansive soils per minimum allowable loads per IBC Table 1804.2 for class 5 material.

Is Soils Report available? Yes No

INCLUSIONS AND EXCLUSIONS

Unloading & Erection

Not Included.

INCLUDES FOUNDATION DRAWINGS

INCLUDES JOB SITE DELIVERY

- Plan Review & Permit Fees aren't included.
Acquisition of Permits isn't included.
Performance Bond isn't included.
Site Preparation isn't included.
Site Plan by Customer.
Architectural Plans by Customer.
Anchor Bolts aren't included.
Interior Finish Work isn't included.
Plumbing Work isn't included.
H.V.A.C. Work isn't included.
Electrical Work isn't included.

"The Approval Drawings and Construction Drawings are not drawn to scale. Some Permitting Authorities may or may not require scaled drawings. It is the Owners responsibility to verify from their Permitting Authority that scaled drawings are a requirement. It is also the Owners responsibility to acquire these drawings at their expense or contract with Bungler Steel, Inc. to provide them for an additional fee".

ACCEPTANCE OF PROPOSAL AND CONFIRMATION OF CONTRACT

We hereby propose to furnish the material in accordance with the specifications above for the sum of:

Table with 2 columns: Description and Amount. Includes Building Price (\$44,781.00), Camp Verde Sales Tax (\$4,478.10), Delivered Grand Total (\$49,259.10), Deposit Due With Order (\$7,389.00), Amount Due Upon Release to Fab (\$24,630.00), Amount Due Upon Concrete Completion (\$0.00), Amount Due Upon Offered Delivery of Building (\$17,240.10), and Balance Due Upon Final Completion (N/A).

BUNGER STEEL, INC. IS BASING THIS PROPOSAL AND PURCHASE ORDER ON DESIGN CRITERIA AS INDICATED HEREIN. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THESE CRITERIA WITH THEIR BUILDING OFFICIALS. IF THE DESIGN CRITERIA ARE CHANGED, THE PRICE IS SUBJECT TO CHANGE. UNLESS SPECIFICALLY STATED OTHERWISE; BUNGER STEEL, INC. IS FURNISHING ITS STANDARD DESIGN, DETAILS AND MATERIALS AND WILL NOT BE RESPONSIBLE FOR ANY REQUIREMENTS NOT SHOWN HEREON. SEE ATTACHED TERMS AND CONDITIONS AND ADDENDA A. BY EXECUTING THIS CONTRACT PROPOSAL, THE UNDERSIGNED BUYER HEREBY AGREES TO ALL OF THE GENERAL TERMS AND CONDITIONS CONTAINED AND ATTACHED HEREIN AND AGREES THAT THE CONTRACT PROPOSAL IS ACCEPTED AS A BINDING CONTRACT. THIS CONTRACT IS VALID ONLY WHEN SIGNED AND ACCEPTED BY AN OFFICER OF BUNGER, INC.

CONTRACT ACCEPTED:

X
Customer Signature _____ Date _____ Bungler, Inc., Officer Signature _____ Date _____
Print Name _____ Title _____ Print Name _____ Title _____

Revision Date: 7/17/2014

TERMS AND CONDITIONS

A deposit is due with signed order. The building will not be scheduled into engineering until the deposit, the signed **PROPOSAL & PURCHASE ORDER**, and supporting documents are received and accepted by **BUNGER STEEL, INC.**

A release to fabricate payment is due upon the return of the signed approval drawings. The building will not be scheduled for fabrication until both the payment and the signed approval drawings are received and accepted by **BUNGER STEEL, INC.**

While **BSI** (Bunger Steel, Inc.) may or may not have had in their possession, the Architectural Drawings prior to quoting this job, **BSI** is prepared to generate the Metal Building Drawings to the best of **BSI's** interpretation of such drawings. However it is the sole responsibility of the contracting party, whose name appears on the **Proposal & Purchase Order**, the General Contractor, if applicable, the Architect of Record and the End User to verify that the **Proposal & Purchase Order** and especially, but not limited to, the Metal Building Drawings as generated and provided by **BSI** are in conformity to the End Users needs and especially to the Architectural Drawings. **BSI** will prepare the Metal Building Drawings and the **Proposal & Purchase Order** to its best interpretation of the Architectural Drawings and the intent of the End Users needs. Any changes to the Architectural Drawings that impact what **BSI** has designed after signing of **Proposal & Purchase Order** will result in a **Change Order**, and possible cost increases to the original contract, to be approved by signature, of the contracting party prior to any additional work commencement.

Payment in full is due upon offered delivery and shall be by cashiers check. Conditional Lien Releases are available upon request. Unconditional Lien Releases shall be issued only after final payment has been received and cleared the bank.

As a courtesy, **BSI** will store the building materials described in this contract at no charge for up to two weeks after your building delivery is offered. After two weeks (2) from offered delivery, storage fees will accrue based on \$350.00 per month, per truck-load of steel, with a \$350.00 minimum. These charges will be added to the final delivery invoice of your building. Should **BSI** have to store materials for a time period in excess of 60 days, **BSI** shall be relieved of any material blemishes otherwise protected under our standard warranty. **BSI** also reserves the right to liquidate any building materials stored over 60 days. Should the building be liquidated, replacement materials will be subject to applicable mill price increases and will be at the expense of the customer.

Interest at 1 1/2% per month or 18% yearly for any delays beyond the terms as set forth in our **PROPOSAL & PURCHASE ORDER** plus a \$150.00 administrative late fee will be charged on all late payments.

Any price increases sustained by **BUNGER STEEL, INC.** after the signing of the contract and before the delivery date, will be passed on to the customer at **BUNGER STEEL, INC's.** cost plus 15%.

Customer will forfeit any payments made on the order if he cancels the order for any reason other than breach by **BUNGER STEEL, INC.**

This shall be construed and enforced under the laws of the state of Arizona. This shall be binding upon and inure to the benefit of the heirs, executors, administrators and successors in the interest and assigns of the parties hereto.

If either party hires an attorney to enforce any provision of this or files a lawsuit against the other for damages sustained by reason of its breach, the party prevailing in such action shall be entitled to receive it's reasonable attorney's fees and costs as awarded by the court.

If the sales tax rate is increased by the taxing authority and the increase is enforced on this building, the cost of this increase will be paid by the customer.

Some Standing Seam roof systems may require the rental of a field seaming tool that is not included in our price. Rental rates are; Delivery & Pickup: \$300.00, Weekly Rental: \$150.00, Monthly Rental: \$500.00.

Special field inspection may be required by your permitting authority. The supplying of sealed engineering data and drawings for the metal building system does not imply or constitute an agreement that **BUNGER STEEL, INC.** or it's design engineer is acting as the engineer of record or design professional for a construction project.

Customer is to review the Shipping Manifest with the truck driver at the time of delivery and verify all material is received as to type and quantity listed on the Shipping Manifest. **BUNGER STEEL, INC.** will not be responsible for replacing any materials signed for as received at time of delivery. If **BUNGER STEEL, INC.** has not shipped all items indicated on Shipping Manifest or if items necessary to provide a complete building system have not been provided or listed on the Shipping Manifest, **BUNGER STEEL, INC.** will provide these items F.O.B. job site at no charge.

Shipment should be thoroughly inspected at the time of delivery. If there are damages, be sure this is noted on the Bill Of Lading before signing for shipment. Notification of concealed damage must be made within fifteen (15) days after delivery is made. If building was

Signing for shipment, restoration or corrected damage must be made within seven (7) days after delivery, to assist in tracing the sold F.O.B. **BUNGER STEEL, INC.** and shipped via common carrier, **BUNGER STEEL, INC.** will make every effort to assist in tracing shortages or resolving shipping damage. If a claim is filed, it must be done, in all cases by the consignee. Any replacement material will be produced as a new order and invoiced with standard payment terms.

Any corrections of misfabrications or material purchases for shorted material must be approved by and/or performed as directed by **BUNGER STEEL, INC.** Any charges for field work to correct misfabrications or to provide shorted materials must be approved by **BUNGER STEEL, INC.** in writing prior to work being done or material being purchased. **BUNGER STEEL, INC.** may at its option, authorize the work performed or material purchased by the customer, or it may perform the work or supply the material itself. **BUNGER STEEL, INC.** is not liable for any consequential damages incurred due to misfabrication, shorted materials or delays in schedules.

Bunger Steel, Inc. furnishes secondary framing (roof purlins, wall girts and framed opening members) that have a red primer finish and may have a paraffin coating that will require either preparation or a specific formula of paint for proper adhesion for any finish paint coating system. See your **BSI** representative for acceptable formulas. All red primer finished material is intended as a primer only and not finish paint. Scratches and scrapes of the primer paint during loading, unloading, and erection is an acceptable condition.

IT IS THE CUSTOMER'S RESPONSIBILITY TO OBTAIN EXPERIENCED PERSONNEL, PROPER TOOLS AND EQUIPMENT TO ERECT THIS BUILDING IN A COMPETENT AND PROFESSIONAL MANNER.

APPROXIMATE DRAWING SCHEDULES: CATEGORY 1 (4 TO 5 WEEKS) CATEGORY 2 (5 TO 7 WEEKS) CATEGORY 3 and above (ASK)

Accepted By: _____

Date: _____

Revision Date: 7/17/2014

Initial Date

ADDENDA A

A deposit is due with signed order. The building will not be scheduled into engineering until the deposit, the signed **PROPOSAL & PURCHASE ORDER** and supporting documents are received and accepted by **BUNGER STEEL, INC.**

A release to fabricate payment is due upon the return of the signed approval drawings. The building will not be scheduled for fabrication until both the payment and the signed approval drawings are received and accepted by **BUNGER STEEL, INC.**

While **BSI** (Bunger Steel, Inc.) may or may not have had in their possession any Architectural Drawings prior to quoting this job, **BSI** will prepare the Metal Building Drawings to the best of their interpretation of such drawings. However, it is the sole responsibility of the contracting party, whose name appears on the **Proposal & Purchase Order**, the General Contractor, if applicable, the Architect of Record and the End User to verify that the **Proposal & Purchase Order** and especially, but not limited to, the Metal Building Drawings as generated and provided by **BSI** are in conformity to the End Users needs and especially to the Architectural Drawings. **BSI** will prepare the Metal Building Drawings and the **Proposal & Purchase Order** to its best interpretation of the Architectural Drawings and the intent of the End Users needs. Any changes to the Architectural Drawings that impact what **BSI** has designed after signing of **Proposal & Purchase Order** will result in a **Change Order**, and possible cost increases to the original contract, to be approved by signature, of the contracting party, prior to any additional work commencement.

Storage Fees: As a courtesy, **BSI** will store the building materials described in this contract at no charge for up to two weeks after your building delivery is offered. After two weeks from offered delivery, storage fees will accrue based on \$350.00 per month, per truck-load of steel, with a \$350.00 minimum. These charges will be added to the final delivery invoice of your building. Should **BSI** have to store materials for a time period in excess of 60 days, **BSI** shall be relieved of any material blemishes otherwise protected under our standard warranty. **BSI** also reserves the right to liquidate any building materials stored over 60 days. Should the building be liquidated, replacement materials will be subject to applicable mill price increases and will be at the expense of the customer. Other progress payments are due within three (3) days of receipt of the invoice by customer for applicable work completed. Conditional Lien Releases are available upon request. Unconditional Lien Releases shall be issued only after final payment has been received and cleared the bank.

Interest at 1 1/2% per month or 18% yearly for any delays beyond the terms as set forth in our **PROPOSAL & PURCHASE ORDER** plus a \$150.00 administrative late fee will be charged on all late payments.

Any price increases sustained by **BUNGER STEEL, INC.** after the signing of the contract and before the delivery date, will be passed on to the customer at **BUNGER STEEL, INC's.** cost plus 15%.

Should the project not be permitted within forty (40) days after approval drawings are provided to the customer, any increase in **BUNGER STEEL, INC's.** cost related to any phase of work other than the pre-engineered steel building system will be passed on to the customer at **BUNGER STEEL, INC's.** cost plus 15%.

Customer will forfeit any payments made on the order if he cancels the order for any reason other than breach by **BUNGER STEEL, INC.** If the sales tax rate is increased by the taxing authority and the increase is enforced on this building, the cost of this increase will be paid by the customer.

Inspection: Owner must inspect on Friday, each week, the work-in-progress completed during the week of inspection and must at the time of inspection either orally accept or reject the preceding week's work or materials. In the event of rejection, the Owner must, by the close of business on Monday following the date of inspection, submit in writing to **BUNGER STEEL, INC.** the grounds for rejection, which grounds of rejection must be based upon non-conformance with the plans or the standard of workmanship referred to in Paragraph 5. **BUNGER STEEL, INC.** agrees to repair and conform within reasonable time to the plans any properly rejected item or items. If the Owner does not reject the proceeding week's work or materials as provided in this Paragraph, Owner will be deemed to have accepted this work-in-progress, work-completed and materials used for that week.

Title: Owner warrants to **BUNGER STEEL, INC.** that Owner has good and sufficient title to the jobsite, by way of ownership or lease which permits the Owner to enter into this contract and further permits the construction contemplated in this contract.

Site Preparation: Owner hereby warrants that prior to commencement of construction, at Owners sole expense, Owner shall dig out all appropriate gas lines, water lines, conduits, underground pipes or utility lines to make them fully exposed and clearly visible to the **BUNGER STEEL, INC'S.** construction crew. **BUNGER STEEL, INC.** shall be liable for any loss or damage due to its negligent acts or omissions related to such lines, conduits or pipes only if Owner has complied with its warranty as set forth in the paragraph. **BUNGER STEEL, INC.** assumes site to be level unless otherwise stated.

Charges for Changes: Except as otherwise agreed in writing between the parties, any changes or additions will be charged as follows:

Superintendent - \$150.00 per hour

Welder and Machine - \$100.00 per hour

Laborer - \$85.00 per hour

Pickup Truck and Small Tools - \$85.00 per hour

Crane Truck, Forklift or Drilling Unit – prevailing rates for the area

Responsibility and Warranties: Owner agrees that the **BUNGER STEEL, INC.** will not be responsible for any faults, defects or existing damage in or to existing improvements, such as cracks, termite damage or water damage and Owner agrees to have all such faults, defects or damages repaired at his own expense to the extent necessary for **BUNGER STEEL, INC.** to perform as required under this contract. **BUNGER STEEL, INC.** shall not be responsible for delays due to adverse weather, strikes, material shortages or any other cause beyond Contactor's control. The work performed by **BUNGER STEEL, INC.** is covered only by the limited warranty that all labor has been performed in a good and workmanlike manner. **BUNGER STEEL, INC.** will make repairs or replacements due to defective materials or workmanship only if notice of such is given in writing to **BUNGER STEEL, INC.** within one (1) year after the earlier to occur; the date of completion or the date of occupancy by Owner. The warranties will not apply to damages or defects resulting from ordinary wear and tear, natural disaster, the effects of weather, changes made by Owner or any negligent acts of Owner. **NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, A WARRANTY OF QUALITY OR A WARRANTY OF FITNESS FOR HABITATION OR USE, ARE GIVEN EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT.**

BUNGER STEEL, INC. shall not be responsible under or for any warranty on tangible property (such as air conditioners, furnaces, water heaters, refrigerators, plumbing fixtures or other appliances that are considered consumer product(s) included in the improvements. **BUNGER STEEL, INC. DOES NOT WARRANT THESE TYPES OF PERSONAL PROPERTY FOR ANY USE, FITNESS FOR USE, WORKMANSHIP, QUALITY OR ANY OTHER PURPOSE.** This limited warranty and disclaimer does not affect the warranties, if any, provided by the manufacturer.

Incidental or Consequential Damages: Owner acknowledges that **BUNGER STEEL, INC.** shall not be liable for damages sustained by Owner as a result of this contract or any breach hereof.

BUNGER STEEL, INC.'S Taxes and Insurance: **BUNGER STEEL, INC.** shall carry Workman's Compensation and Public Liability Insurance and shall produce written evidence of insurance to Owner upon Owner's request. **BUNGER STEEL, INC.** agrees to pay all taxes, including: old age benefits, social security and unemployment compensation taxes upon the labor and materials furnished under this contract as required by law.

Owner's Insurance: Owner will provide Course of Construction or Builders Risk Policy Insurance and standard industry terms will prevail. Owner will provide proof of Builders Risk Policy and standard industry terms will prevail.

Soil and Underground Problems: This proposal and contract is based upon the assumptions of minimum soil conditions of 1500 lbs. soil bearing and 400 lbs. passive pressure values. If such minimum conditions are not met or **BUNGER STEEL, INC.** shall hit, strike, discover or encounter any impediments, obstructions or conditions such as, including, but not limited to rock, caliche, other adverse soil conditions, seepage, water or sewer lines, wall or septic tanks, at any time during construction under this contract, which shall cause any additional expense to **BUNGER STEEL, INC.** above the expense that would be encountered in the absence of such impediments, obstructions or conditions, provided **BUNGER STEEL, INC.** gives Owner reasonable notice of such problems and the proposed solutions. Owner agrees to pay **BUNGER STEEL, INC.** at cost plus 20% for all additional expenses resulting from the presence of such soil conditions, impediments, obstructions or conditions including but not limited to, expenses of or related to jack hammering, heavy duty auger drilling, blasting, back hoeing, leach lines, additional steel or concrete, additional footings or foundations or relocating or repairing water or sewer lines or wall septic tanks.

Building Department Criteria: Due to the excessive amount of building departments, municipalities and officials, BSI will not be held liable for special requirements brought forth by such. Should special weld, high strength bolt, high strength steel, rebar, soil, or any other type of inspections be required, they will be at the expense of the owner. Should BSI be required to be involved in such inspections, a change order will be required at cost plus 15%. It is at the sole discretion of the owner to research with their building department the inspection and fabrication requirements by their governing inspection parties prior to fabrication. Special field inspection may be required by your permitting authority. The supplying of sealed engineering data and drawings for the metal building system does not imply or constitute an agreement that **BUNGER STEEL, INC.** or its design engineer is acting as the engineer of record or design professional for a construction project.

Haul off of spoils: Unless otherwise stated in writing, Bunger Steel has not made provisions for the haul off of spoils in this contract. When excavation occurs, it is understood by both parties that any spoils will be disposed of on the owners property. Should removal of spoils be required once excavation has begun, additional charges will occur and will be negotiated by both parties at the time of removal.

Concrete Demolition: Should concrete demolition be required of existing concrete, it will be assumed that the floor thickness will not be in excess of six inches, and that the floor is not reinforced with anything heavier than welded wire. Once excavation begins, should either of these variables be other than what is stated above, additional charges may occur, and will be negotiated by both parties before proceeding. Unless otherwise stated in writing, spoils of such concrete demolition will be left on site. If required, haul-off of concrete

proceeding. Unless otherwise stated in writing, spoils of such concrete demolition will be left on site. If required, haul off of concrete demolition spoils to be negotiated in writing, and to be outlined either in the contract or in the form of a change order

Materials: Materials delivered by **BUNGER STEEL, INC.** to the job site shall remain the property of **BUNGER STEEL, INC.** until paid for by Owner. In the event of any breach by Owner of the terms and conditions of this contract, in addition or any other remedy available to **BUNGER STEEL, INC.**, **BUNGER STEEL, INC.** may remove from the jobsite those materials not heretofore paid for by Owner, whether or not such materials have become a part of executed work. In no event shall materials be deemed to be accretions to the realty which shall thereby prevent their removal by **BUNGER STEEL, INC.**

Access: Owner shall provide **BUNGER STEEL, INC.** with clear access to the area where work is to be performed during customary working hours and adequate unobstructed work and storage areas. A minimum of 30 feet of clearance required on all sides of the building.

Gutters and Downspouts: If used, are not guaranteed against damage by snow and/or ice.

Galvanized Sheets: If the materials supplied by **BUNGER STEEL, INC.** included galvanized sheets, **BUNGER STEEL, INC.** assumes no responsibility for cleaning or replacing sheets which show evidence of "white rust", "galvanic action" or "electrolytic action".

Secondary Framing Members: **BUNGER STEEL, INC.** furnishes secondary framing (roof purlins, wall girts and framed opening members) that have a red primer finish and may have a paraffin coating that will require either preparation or a specific formula of paint for proper adhesion for any finish paint coating systems. See your **BSI** representative for acceptable formula's.

Clean Up: **BUNGER STEEL, INC.** agrees, upon completion of the improvements, to clear any waste or surplus materials remaining in the area as a result of **BUNGER STEEL, INC.'S** work; provided a dumpster is provided by customer at no charge to **BUNGER STEEL, INC.**

Entire Agreement and Severability: This contract and the attached exhibits constitute the entire agreement between parties, and no modifications or amendment hereof shall have any effect unless in writing and executed by both parties to this agreement. If any provisions of this agreement shall be found to be unenforceable, the remaining provisions shall nevertheless be carried into effect.

Arizona Law and Successors: This agreement shall be construed and enforced under the laws of the State of Arizona. The agreement shall be binding upon and inure to the benefit of the heirs, executors, administrator, successors in the interest, and assigns of the parties hereto.

Loan Expenses: Any and all construction loan expenses and cost incurred therewith shall be the sole responsibility of the Owner.

Termination by Owner: If at any time Owner elects to terminate this contract, before or during construction, **BUNGER STEEL, INC.** shall be paid immediately by Owner for all work completed, all loss of profits and all expenditures incurred.

Attorney's Fees: If either party hires an attorney to enforce any provision of this contract or files a lawsuit against the other for damages sustained by reason of its breach, the party not in breach or the party prevailing in such action shall be entitled to receive its reasonable attorney's fees and costs as awarded by the court.

Notices: Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by certified mail, postage prepaid, to the parties at their respective address set forth herein.

Clear and Level Site/Grading: Regardless of whether or not a **BSI** representative has visited the site, and unless it is clearly stated in writing otherwise, it is understood by both parties that the building site will be graded, compacted, grubbed, and will be made level by the customer. If additional grading, cutting or fill is required by **BSI**, a change order will be generated at cost, plus 20%. Once concrete is complete, and unless otherwise stated in writing by **BSI**, finish grading to the finished slab or site is NOT included.

Accepted By: _____ Date: _____

APPROXIMATE DRAWING SCHEDULES CATEGORY 1 (4 TO 5 WEEKS) CATEGORY 2 (5 TO 7 WEEKS) CATEGORY 3 and above (ASK)

FOUNDATION DESIGN INFORMATION

(to be filled out by customer)

Customer Name: _____
Site Address: _____

Bunger Job #: _____
Date: _____

BUNGER STEEL, INC. recommends the customer get a soils report from a testing laboratory so **BUNGER STEEL, INC.** can properly engineer the footings and/or slab to suit your site conditions. It is entirely owners or owner's representative responsibility to provide bunger a copy soils report for foundation design. In absence of soils report, Bungler will design the foundation based on **Non-Expansive soils** for minimum allowable loads IBC Table 1804.2 for class 5 material. In lieu of recommended soils report, the customer understands that **BUNGER STEEL, INC.** has not analyzed your soils condition and, therefore, has no opinion and is designing the foundation according to the customer supplied information below.

In absence of soils report , Bungler will design the foundation based on Non-Expansive soils for minimum allowable loads per IBC Table 1804.2 for class 5 material.

It is out of scope for Bungler Steel Inc to design foundation for expansive soils.

2. GENERAL SOIL CONDITION:

Undisturbed Soil _____ No Backfill at Job site _____ Compaction % (100% recommended) _____

Existing structure on site? Y N

If yes, what is the description and condition? _____

Amount of fill required under slab (inches) _____ minimum 4" _____

Type of fill: ABC _____ others (specify) _____

3. SOIL PRESSURE USED FOR DESIGN:

per soils report values: _____ per building code minimum soil requirements: _____

soils report for this site: _____ available _____ attached _____

4. SLAB AND FOOTING DESIGN:

Is there going to be a new concrete floor slab in the building? Y N

Is there an existing slab where the new structure will be built? Y N

Type of slab reinforcement: wiremesh _____ rebar _____

Thickness of slab desired (inches): _____

Minimum frost depth if applicable (in snow load area only) _____

Type of footing desired: spread (standard) _____ pier (no slab or existing slab) _____

If there a **lean-to or porch** at this project as a part fo metal building, provide the following information:

Slab at Lean-to or Porch? Y N

Thickness of slab at lean-to or Porch (inches) _____

Is there a drop at slab for lean-to or Porch ? Y N _____ If there is drop, provide drop in inches _____

SIGNATURE: _____

TITLE: _____

DATE: _____



DATE: _____
BUNGER JOB #: _____

JOB SITE INFORMATION SHEET

CUSTOMER NAME: _____ CUSTOMER #: _____

CUSTOMER'S JOB AND/OR P.O. # _____

JOB NAME & SITE/DELIEVRY ADDRESS:	GENERAL CONTRACTOR'S NAME & ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

PHONE #: _____ PHONE #: _____

DIRECTIONS: _____

*** IF BEING ERECTED BY OTHER THAN BSI, THE CUSTOMER MUST PROVIDE AN APPROPRIATE FORKLIFT TO UNLOAD.**

OWNER OF PROPERTY:
For **FEDERAL PROJECTS** (Contracting Officer's
Name & Address)

**ATTACH A MAP TO THE DELIEVRY ADDRESS OR
DRAW A MAP ON THE BACK.**

(You can find the map on www.yahoo.com or www.google.com)

Are there any dirt roads? Yes No
(If yes, how mnay miles of the dirt roads_____)

Is the jobsite accessible by semi-truck? Yes No
(60 ft long, 80,000lbs)

PHONE #: _____

Is the project bonded? _____ (If yes, a copy of the bond **must** be attached)

BONDING AGENT'S NAME AND ADDRESS:

FINANCING: BANK OR SAVINGS & LOAN
(Name & Address)

PHONE #: _____

CONTACT: _____

PHONE: _____

Dialog Caption

Enter the MBS Report to open:

OK Cancel

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Agenda Item Submission Form – Section I

Meeting Date: February 16, 2022

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Pre-Session Agenda

Requesting Department: Council Member Bill LeBeau and Council Member Jackie Baker

Staff Resource/Contact Person:

Agenda Title (be exact: Discussion Consideration and Possible direction to staff to go out to bid for a Request for Proposal for an Independent Audit of the Sports Complex from and including the purchase of the property, up to and including February 1, 2022

List Attached Documents: None

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

- Department Head: _____ Town Attorney Comments: N/A
- Finance Department N/A
Fiscal Impact: None
Budget Code: _____ Amount Remaining: _____
Comments:

Background Information:

Public interest and transparency along with accountability, as this project enters it's fifth year of construction and over Twelve Million in expenditures. It is Councils Fiscal responsibility to the citizens to account for all funds and work completed thus far.

Recommended Action (Motion): Direct staff to go out to bid for a Request for Proposals for Independent audit of Sports Complex, beginning and including the purchase of the property.

Instructions to the Clerk:

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Town of Camp Verde

Agenda Report Form – Section I

Meeting Date: Wednesday, February 16, 2022

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Work Session

Requesting Department: **Community Development**

Staff Resource/Contact Person: **John Knight, Director**

Agenda Title: Discussion and possible approval of a request for waiver-reimbursement of the variance fee of \$515 for Jeff and Jane Galloway.

List Attached Documents:

- Exhibit A:** 2006 Letter from Town of Camp Verde
- Exhibit B:** DRAFT-Minutes, December 14th, 2021 Board of Adjustment and Appeals
- Exhibit C:** Copy of Fee Schedule
- Exhibit D:** Current Zoning
- Exhibit E:** 2006 Property Survey Provided by Town of Camp Verde after Donation of Land
- Exhibit F:** Application and Letter of Intent
- Exhibit G:** Letter to 300’ Radius Neighbors with list of 14 recipients

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

- Town Manager:** N/A
- Department Head:** **John Knight, Director**
- Town Attorney Comments:** N/A
- Risk Management:** N/A
- Finance Department:** N/A

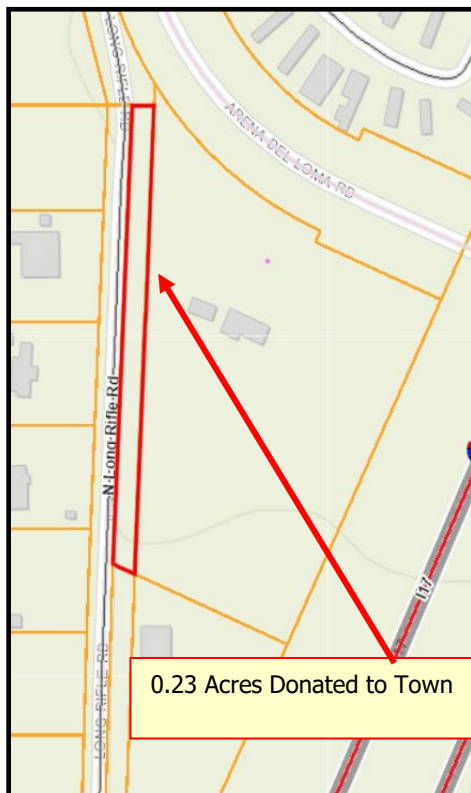
Summary: Jeff and Jane Galloway requested and received a Variance from the Board of Adjustment and Appeals in December 2021 to allow their 3.82 acre parcel, located in RR-2A, to be split into two lots less than 2 acres. The Galloways paid the \$515 application fee to apply for this Variance. However, this Variance was only needed because of a voluntary donation of 0.28 acres to the Town of Camp Verde in 2006 in order for the Town to improve Long Rifle Road.

The letter supplied by the Town to the Galloways in 2006 (Exhibit A) clearly indicated the Town officials did not want the generous donation to negatively impact their future plans to divide the property.

In the fall of 2021, when approached by the Galloways with the request to divide their parcel, the Community Development Department found no administrative way to legally authorize the division. Therefore, the only avenue available to divide the lot was through the Variance process. The variance was approved by the Board of Adjustment and Appeals in December 2021. This application and process required a \$515 application fee (\$500 fee + \$15 technical fee) which may only be waived by the Town Council. No administrative avenue exists for the Department to have waived this application fee. In light of the circumstances surrounding this specific Variance request, the Community Development Department believes waiving (refunding) the application fee to be appropriate for this specific case.

Please see below for the full background and documentation for this Variance.

Background and Documentation Provided to Board of Adjustment and Appeals for Request for Variance: Jeff & Jane Galloway purchased their parcel at 2045 Long Rifle Road in July of 2005. At the time of purchase, the parcel (originally 403-19-008H) was 4.11 acres which met the Zoning of RR-2A (Residential-Rural, 2 Acre Minimum Lot Size). This original lot size of 4.11 acres would have allowed the Galloways to divide this lot into two parcels of 2+ acre lots. See Exhibit D.



In 2006, the Town of Camp Verde approached the Galloways about acquiring a right-of-way on a portion of their lot in order to improve and pave the Town owned street, North Long Rifle Road, which borders their lot at the west.

As a result of the Town's request, the Galloways donated 0.28 acres of their lot to the Town of Camp Verde to improve and pave N. Long Rifle Road. This donation reduced their lot area from 4.11 to 3.82 acres.

As a result of this action and current zoning of RR-2A, this parcel can no longer be legally divided as it is now less than 4 acres.

Recognizing the potential adverse impact of the donation, then Town Community Development Director, Will Wright and Town Street Inspector Marvin Buckel, provided a letter to the Galloways stating:

"Since it is not the intent of the town to penalize you for your generous assistance with this road improvement, this letter verifies that the town would allow you to proceed with any division of this lot as if the ROW dedication to the town were still in place." See attached Exhibit A.

Following their dedication of 0.28 acres, in April of 2006, the Town contracted for and provided to the Galloways a survey of their reduced parcel. A copy of this survey, performed by Heritage Land & Survey Mapping is attached (Exhibit E).

In October of this year the Galloways contacted the Community Development Office seeking advice on how they may divide their lot. Their desire is to divide their lot into two parcels to allow their son to build a home on the property.

Review of current zoning and their records indicated applying for a Variance to be the most appropriate avenue for them to achieve their goal.

SUBJECT PARCEL:

Parcel: 403-19-008P
 Zoning: RR-2A; Residential-Rural, 2 Acre Minimum Lot Size
 Acreage: 3.82
 Address: 2045 N. Long Rifle Road
 Ownership: Jeff & Jane Galloway

Table 2-4: R-R-2A Dimensional Standards	“R-R”
Minimum Lot Area (square feet)	87,120’ (2 acres)
Minimum Width OR Depth (feet)	225’
Maximum Building Height (stories)	2
Maximum Building Height (feet)	30’
Maximum Lot Coverage (%)	15%
Minimum Front Yard (feet)	50’
Minimum Rear Yard (feet)	50’
Minimum Side Yard Interior (feet)	25’
Minimum Side Yard Exterior (feet)	30’

Variance Granted on December 14th, 2021: The request for this Variance was heard in a public hearing by the Town of Camp Verde Board of Adjustment and Appeals on Tuesday, December 14th, 2021. The requested Variance was unanimously approved by the Board on this same date.

Recommended Action (Motion): Move to approve a request for waiver-reimbursement of th variance fee of \$515 for Jeff and Jane Galloway.

Instructions to the Clerk: N/A



TOWN OF CAMP VERDE

P.O. Box 710 ♦ 473 S. Main Street ♦ Camp Verde, Arizona 86322 ♦ (928) 567-6631 FAX 567-9061
Marshal 567-6621 ♦ Parks & Recreation 567-0535 ♦ Community Development 567-8513 ♦ www.campverde-az.gov

April 27, 2006

Mr. Jeffrey Galloway
740 Mingus Avenue, Suite 2050
Cottonwood, AZ 86326

403-19-008P

Re. Parcel #403-19-008H

Dear Mr. Galloway:

The purpose of this letter is to provide you with documentation that due to your willingness to cooperate with the Town's Street Department to improve Long Rifle Road that your ability to divide or use your property as is now exists will not be negatively affected because of help with this road project. You have agreed to dedicate fifteen (15) feet or .29 acres from parcel 403-19-008 (4.1 acres) to improve town right-of-way (ROW) for this street. This property is zoned RCU-2A and in theory could be split into two parcels from a size standpoint according to County records, however with this dedication you would not have enough acreage to meet the minimum zoning requirement from a total number of acres standpoint.

Since it is not the intent of the town to penalize you for your generous assistance with this road improvement, this letter verifies that the town would allow you to proceed with any division of this lot as if the ROW dedicated to the town were still in place. It is important to note, that all regulations pertaining to the splitting of property from the town, county and state would have to be met.

I hope this letter provides you with the assurance you need regarding the use of this parcel and again want to thank you for your cooperation on this matter.

Sincerely,

Marvin Buckel
Street Inspector

Will Wright
Community Development Director

404-05-159A
Jeff Galloway
LAND: BOA, Request for Variance
20210682
2045 N. Long Rifle Rd



DRAFT

**BOARD OF ADJUSTMENTS AND APPEALS
REGULAR SESSION
TOWN OF CAMP VERDE
473 S MAIN STREET, SUITE 106 TUESDAY,
DECEMBER 14, 2021 at 3:00 P.M. COUNCIL
CHAMBERS**

1. **Call to Order**

Chairman Ken Krebbs called the meeting to order at 3:00 p.m.

2. **Roll Call**

Chairman Ken Krebbs, Vice Chairman Buck Buchanan, Board Member B. J. Davis (ZOOM), Board Member Tanner McDonald and Board Member Jeremy Brady are present. ***note: audio issues with zoom meeting***

Also Present

Community Development Director John Knight, Assistant Planner/Administrative Assistant BJ Ratlief and Recording Secretary Jennifer Reed.

3. **Pledge of Allegiance**

Board Member Jeremy Brady led the Pledge.

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 Board requests.

a) **Approval of the Minutes:**

Regular Session April 13, 2021

Motion was made by Board Member Jeremy Brady to approve the minutes of April 13, 2021. Second was made by Vice Chairman Buck Buchanan. **Motion** carried unanimously 4-0. Board Member Tanner McDonald abstained due to him being absent at this meeting.

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

Regular Session January 11, 2022

Special Session January 20, 2022 (tentative)

Community Development Director John knight said they would like try to get both items on the January 11th meeting but may have to meet again January 20th. **Motion** was made by Board Member Jeremy Brady to approve both meeting dates. Second was made by Board Member Tanner McDonald. **Motion** carried unanimously 5-0.

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

None

6. **Board Informational Reports**— Individual members of the Board may provide brief summaries of current events and activities. These summaries are strictly for the purpose of informing the public of such events and activities. The Board will have no discussion, consideration or take any action on any such item, except that an individual Board member may request an item be placed on a future agenda.

Nothing to report.

7. **Public Hearing, Discussion and Possible Approval of an application submitted by Jeff and Jane Galloway: Applicant is requesting a variance to the minimum parcel size in order to divide a 3.82 acre lot into two (2) lots in an area zone RR-2A. Parcel 403-19-008P.**

Public Hearing Open: 3:05pm

Staff Report:

Community Development Director John Knight gave an overview of the request. The only way to adjust the size of the parcels now is through the variance process. No comments were received from the neighbors regarding the variance. Staff is recommending approving the variance.

Board Member Brady asked if the parcels would be split evenly.

Applicant Representative Pete Roulette Realtor, explained that it will be an uneven split because of how the current home is set on the property; specifically, the driveway and septic.

Chairman Krebbs asked if neither would need an easement? Mr. Roulette said no.

Vice Chairman Buchanan asked the size of the parcel. Mr. Roulette said one would be roughly 1.09 acres and the other roughly 2.7 acres.

Applicant Jeff Galloway stated the size of the parcel was created because of how the driveway and septic were set on the property.

Public Comment:

None

Staff Rebuttal:

None needed

Close Public Hearing: 3:13pm

Board Member Comments:

No further comments needed

Motion was made by Board Member Jeremy Brady to approve a variance request by owners Jeff and Jane Galloway, to allow parcel 403-19-008P to be split into two parcels, less than two acres. Second was made by Board Member Tanner McDonald.

Roll Call Vote:

Chairman Ken Krebbs: aye

Vice Chairman Buck Buchanan: aye

Board Member B.J. Davis: aye

Board Member Jeremy Brady: aye

Board Member Tanner McDonald: aye

Motion carried 5-0.

8. **Staff Comments:**
Community Development Director John Knight told the applicants their variance is approved.

9. **Adjournment**
Motion to adjourn the meeting was made by Vice Chairman Buck Buchanan. Second was made by Board Member Tanner McDonald. **Motion** carried unanimously 5-0.

Chairman Ken Krebbs adjourned the meeting at 3:19 p.m.

Ken Krebbs
Chairman, Board of Adjustment and Appeals

Date:

John Knight
Community Development Director

Date:

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Board of Adjustments and Appeals of the Town of Camp Verde during the Regular Session of the Board of Adjustments and Appeals of the Town of Camp Verde, Arizona, held on the 14th day of December 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 14 day of December 2021

Jennifer R Reed

Jennifer Reed, Recording Secretary

Town of Camp Verde
Planning and Building Fees
 FY22 Approved Fee Schedule
 Approved by Resolution 2021-1065

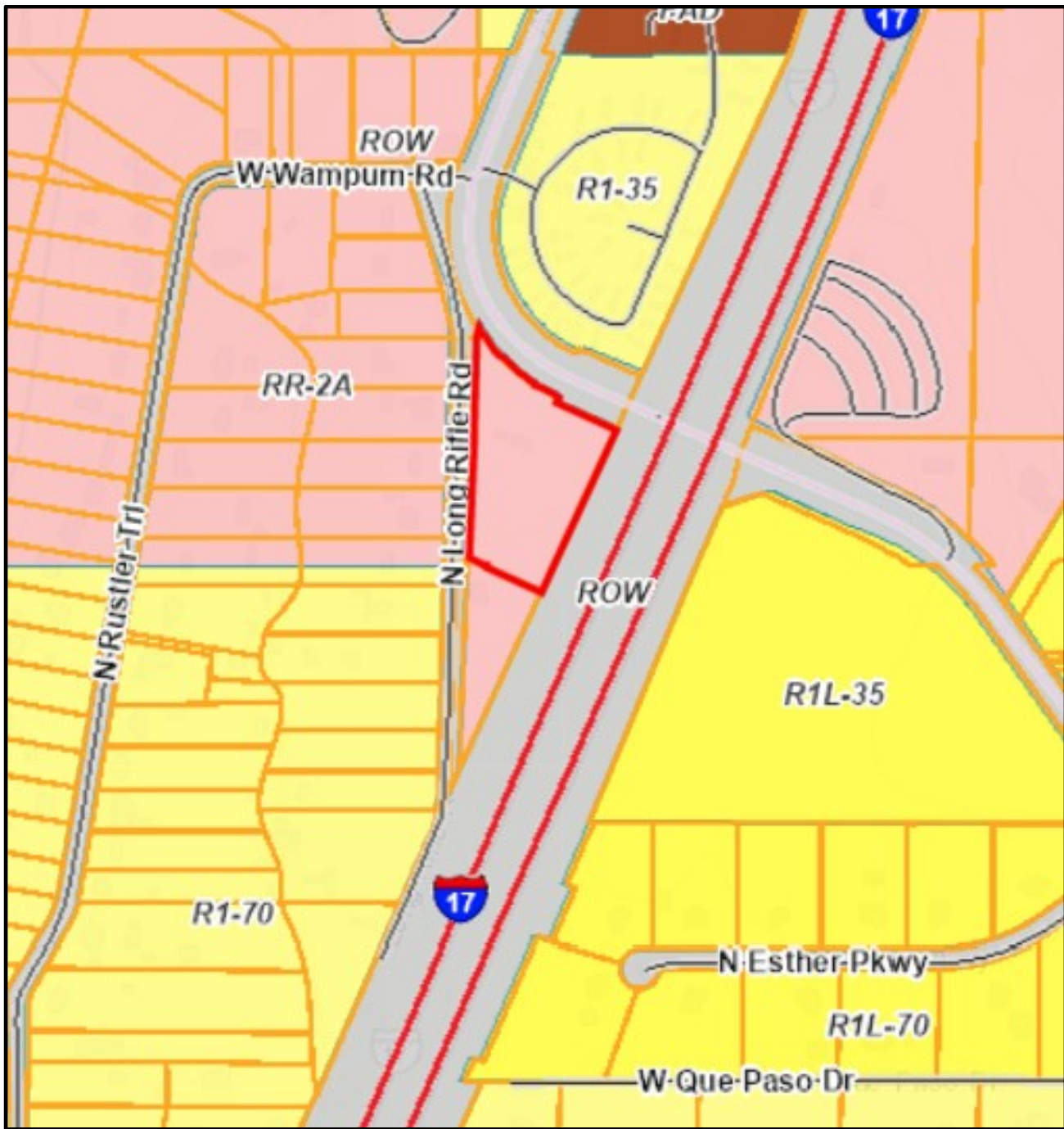
2021-22
Council Approved 5/19/21

Community Development

Technology Fee		A 3% Technology fee will be added to ALL permits in addition to all fees listed below.
Board of Adjustment & Appeals		
Appeal		\$500.00
Variance (Commercial)		\$800.00
Variance (Residential)		\$500.00
Additional Variance/Same Application		\$55.00
Copies of Maps (plotted or color)		
Large		\$30.00
11 X 17		\$5.00
8 X 11		\$5.00
General Plan Amendment		
Minor		\$1,700.00
Major		\$1,700.00
Map Change for Zoning (ZMC)		
To Agriculture zone		\$1,700.00
Residential to Residential (50 acres)		\$1,700.00
plus \$55 for each additional acre		\$55.00
Residential to Commercial (5 acres)		\$1,700.00
plus \$85 for each additional acre		\$85.00
Commercial to Commercial (5 acres)		\$1,700.00
plus \$85 for each additional acre		\$85.00
Commercial to Industrial (5 acres)		\$1,700.00
plus \$85 for each additional acre		\$85.00
PAD and PUD (for one (1) acre)		\$1,700.00
plus \$55 per acre up to 10 acres		\$55.00
plus \$2.00 per acre over 10 acres		\$2.00
Major Amendment (one (1) acre)		\$1,700.00
plus \$55 per acre up to 10 acres		\$55.00
plus \$2.00 per acre over 10 acres		\$2.00
Land Use Applications		
Minor Land Division		\$200.00
Lot Line Adjustment		\$200.00
Accessory Dwelling Unit Rental Permit		\$145.00
Temporary Use Permit or Dwelling Permit		Change to below
Residential Temporary Use or Dwelling Permit		\$145.00 / \$50.00 Renewal



Exhibit D: Vicinity, Zoning & Land Use Map for subject parcel and surrounding area



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be or used as a legal document. The information is provided subject to the express condition that the user knowing waives any and all claims for damages against Yavapai County that may arise from the use of this data. Source: <https://gis.yavapaiaz.gov/v4/map.aspx?search=404-28-146#>.

Map printed on 12/02/2021



HERITAGE

Land Survey & Mapping Inc.

Exhibit: E

EXHIBIT "A"

The following is a description of a parcel of land located within the Southeast corner of Section 13, and the Northeast corner of Section 24, Township 14 North, Range 4 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona; being a portion of the That parcel of land described in Book 4306, Page 117, [Record Source #1 (R1)] Records of the Yavapai County Recorder; said parcel being more particularly described as follows:

Beginning for reference at the BLM Brass cap marking the Southwest corner of said Section 13, From which the BLM Brass cap marking the Southeast corner of said Section 13 bears South $89^{\circ} 57' 33''$ East, [Basis of Bearing] a distance at a distance of 5,259.36 feet; Thence South $89^{\circ} 57' 45''$ East, a distance of 3,971.54 feet, to an obliterated plastic cap atop a $1/2''$ found on the West line of that parcel of land described in Book 4339, Page 673 records of the Yavapai County Recorder [Record Source #2 (R2)]. Thence North $02^{\circ} 31' 56''$ East, a distance of 22.13 feet, [North $02^{\circ} 27' 50''$ East, a distance of 22.21 feet (R2)] along the West line of the said parcel of land described in (R2) to a plastic cap atop a $1/2''$ rebar stamped L.S. 31017, marking the Southwest corner of the said parcel of land described in (R1) to the TRUE POINT OF BEGINNING;

Thence North $02^{\circ} 27' 21''$ East, a distance of 637.62 feet, [North $02^{\circ} 27' 20''$ East, a distance of 637.73 feet (R1)] along the West line of that said parcel of land described in (R1) to a plastic cap atop a stamped L.S. 31017; marking the Northwesterly most corner thereof; Being a point on a curve to the left, concave to the Northeast, from which the radius point of said curve bears North $63^{\circ} 40' 42''$ East, at a distance of 478.00 feet;

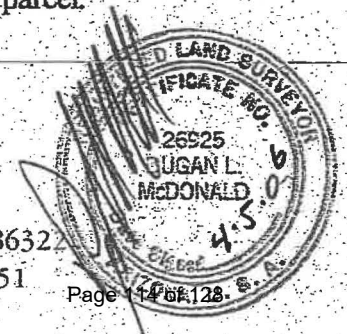
Thence along said curve to the left, through a central angle of $04^{\circ} 38' 34''$ an arc distance of 38.73 feet;

Thence South $02^{\circ} 27' 25''$ West, a distance of 612.27 feet;

Thence North $66^{\circ} 12' 32''$ West, [North $66^{\circ} 13' 40''$ West (R1)] a distance of 21.46 feet, to the West line of that parcel pf land described in (R1) and the TRUE POINT OF BEGINNING;

Subject parcel of land contains 0.29 acres more or less, and is subject to all exceptions, easements and or right-of-ways, of record that may be pertinent to the subject parcel.

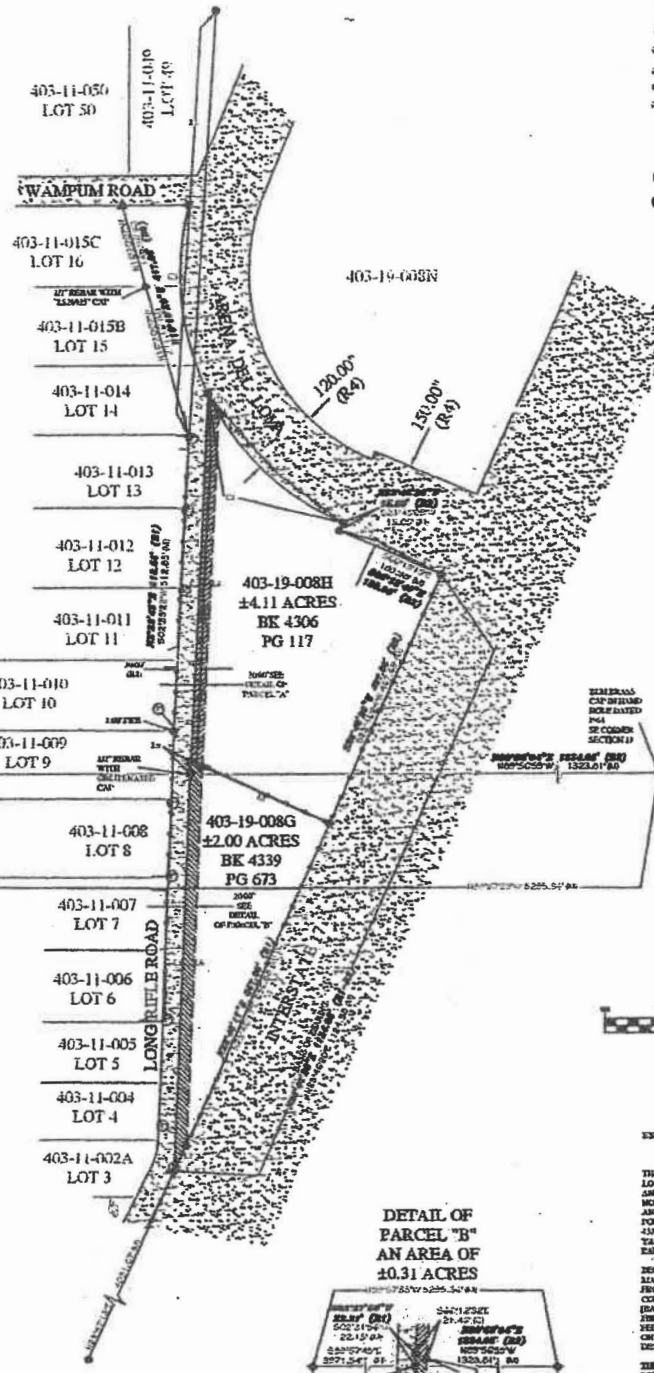
Page 1 of 1



GHT-OF-WAY SURVEY

**LONG RIFLE ROAD RIGHT-OF-WAY AS IT PASSES THROUGH PARCELS 403-19-008G & 403-19-008H
A PORTION OF THE SOUTHEAST CORNER SECTION 13 AND A PORTION OF THE
NORTHEAST CORNER SECTION 24, TOWNSHIP 14 NORTH, RANGE 4 EAST,
GILA & SALT RIVER BASE & MAP COUNTY, ARIZONA**

- (M) UNRECORDED RECORD INSTRUMENT SIGNED BY THAT INSTRUMENT, RECORDED IN BOOK 404, PAGE 174, BY THE RECORDS OF TULSA COUNTY, ARIZONA
- (M) UNRECORDED RECORD INSTRUMENT SIGNED BY THAT INSTRUMENT, RECORDED IN BOOK 404, PAGE 174, BY THE RECORDS OF TULSA COUNTY, ARIZONA
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LINE/POINT	BEARING	DISTANCE
L1	S 89° 50' 00" W	100.00
L2	S 89° 50' 00" W	100.00
L3	S 89° 50' 00" W	100.00
L4	S 89° 50' 00" W	100.00
L5	S 89° 50' 00" W	100.00
L6	S 89° 50' 00" W	100.00
L7	S 89° 50' 00" W	100.00
L8	S 89° 50' 00" W	100.00
L9	S 89° 50' 00" W	100.00
L10	S 89° 50' 00" W	100.00
L11	S 89° 50' 00" W	100.00
L12	S 89° 50' 00" W	100.00
L13	S 89° 50' 00" W	100.00
L14	S 89° 50' 00" W	100.00
L15	S 89° 50' 00" W	100.00
L16	S 89° 50' 00" W	100.00

SURVEYOR'S CERTIFICATE

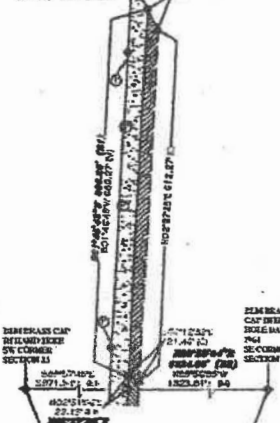
THIS IS TO CERTIFY THAT THE RESULTS OF SERVICE MAP AND THE FIELD SURVEY ON WHICH IS BASED THIS INSTRUMENT WERE MADE BY THE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES OF THE STATE OF ARIZONA. THE SURVEYOR HAS BEEN DULY LICENSED BY THE BOARD OF LAND SURVEYING ENGINEERS OF THE STATE OF ARIZONA.

THIS MAP HAS BEEN PREPARED SUBJECT TO ALL CONDITIONS, RESTRICTIONS, AND OTHER TERMS OF THE INSTRUMENT ON THIS THE 17TH DAY OF MARCH, 2022.

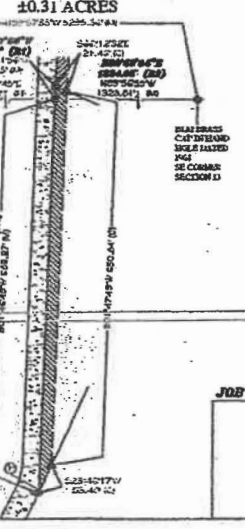
DORIAN L. MOORE, S.L.S.



DETAIL OF PARCEL "A" AN AREA OF 40.29 ACRES



DETAIL OF PARCEL "B" AN AREA OF 40.31 ACRES



THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST CORNER OF SECTION 13 AND THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MAP COUNTY, ARIZONA. THIS IS A PORTION OF THE TRACT PARCEL OF LAND DESCRIBED IN PARAGRAPHS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

JOB 406-0318LS

HERITAGE
LAND SURVEYING & MAPPING INC.
DORIAN L. MOORE, S.L.S.
PO BOX 8070
CLARK COUNTY, AZ 85308
928-587-0170

In July of 2005 we purchased 2045 N. Long Rifle Road. At the time of purchase the parcel was: 403-19-008H. The property was and still is zoned RR-2A which has a minimum lot size of two acres. At the time of purchase, the property was 4.1 acres and could have been split into two lots.

In 2006, the Town of Camp Verde was seeking to improve & pave Long Rifle Road. At that time, the Town requested from us a right-of-way dedication for the adjacent Long Rifle Road, which we provided. Per the request, we donated approximately 0.28 acres to the Town of Camp Verde so that it could improve/pave Long Rifle Road.

After this donation, the new parcel is 403-19-008P and is now only 3.82 acres.



As part of the donation, the Town of Camp Verde committed to us that we would still be able to split our property into two lots. This commitment was made knowing this newly designated 3.82 parcel had been reduced below the minimally required four (4) acres which would be needed to meet the RR-2A zoning standard in order to legally split the parcel.

See attached letter from then Community Development, Will Wright and Street Inspector, Marvin Buckel.

We therefore respectfully request a variance to split our parcel of 3.82 acres into two separate parcels.

Sincerely,

Jeff and Jane Galloway

 11-12-21
 11-12-21



Town of Camp Verde

Community Development

◆ 473 S. Main Street, Suite 108 ◆ Camp Verde, Arizona 86322

◆ Telephone: 928.554.0050 ◆ www.campverde.az.gov ◆

PERMISSION TO ENTER PROPERTY

APPLICATION #: _____ PARCEL NO: 403-19-008P

PROPERTY ADDRESS: 2045 N. Long Rifle Rd. Camp Verde AZ 86322

PROPERTY OWNER'S NAME: JEFF + Jane Galloway

ADDRESS: 2045 N. Long Rifle Rd. Camp Verde AZ 86322

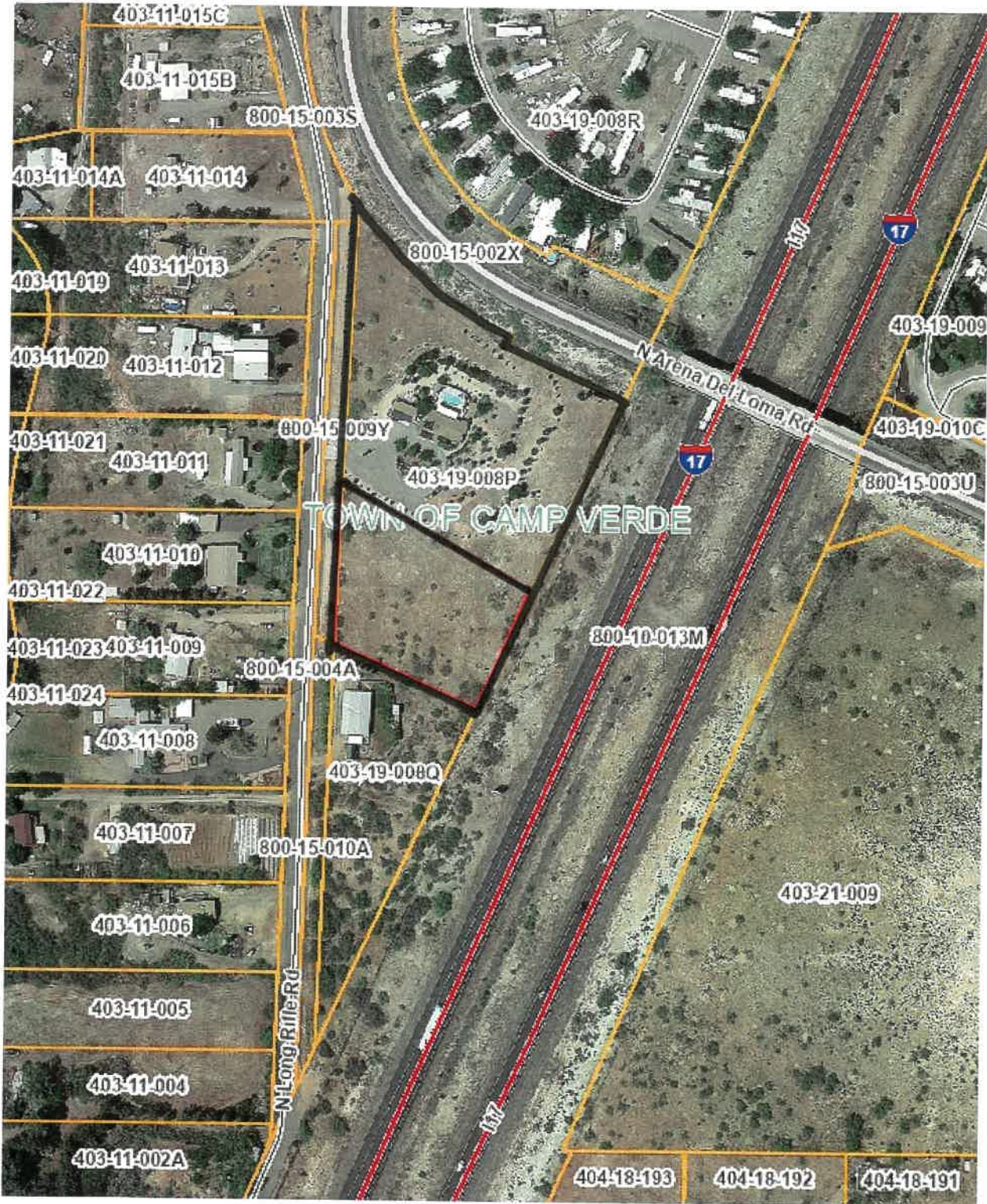
PHONE NO.: 928-254-8409 Home 928-567-8681
cell

I, the undersigned, hereby give permission to the Town of Camp Verde Community Development Department or Public Official, in the discharge of duties stated herein, and for good and probable cause, to enter the above described property to inspect same in connection with the application made under the terms of Camp Verde Town Codes or Ordinances. Such investigation may be made to determine whether or not any portion of such property, building, grading or other structure is being placed, erected, maintained, constructed, or used, in violation of the Codes or Ordinances of the Town of Camp Verde or any other agencies that they have agreements with that pertain to the building, grading, placement of structures, or use associated with the property. Such entry shall be within 90 days of the date of my signature or within the active limitations of any permits issued to me by the Town of Camp Verde for land use, building, grading, erecting, maintaining or constructing. Such entry shall be limited between the hours of 7AM and 6PM MST. I understand that this permission to enter property is **OPTIONAL** and **VOLUNTARILY GIVEN** and may be withdrawn or revoked (either in writing or orally) at any time.

Jeff Galloway
Property Owner or Designated Agent

11-5-21
Date

(Must have signed Designation of Agent from Property Owner on file)

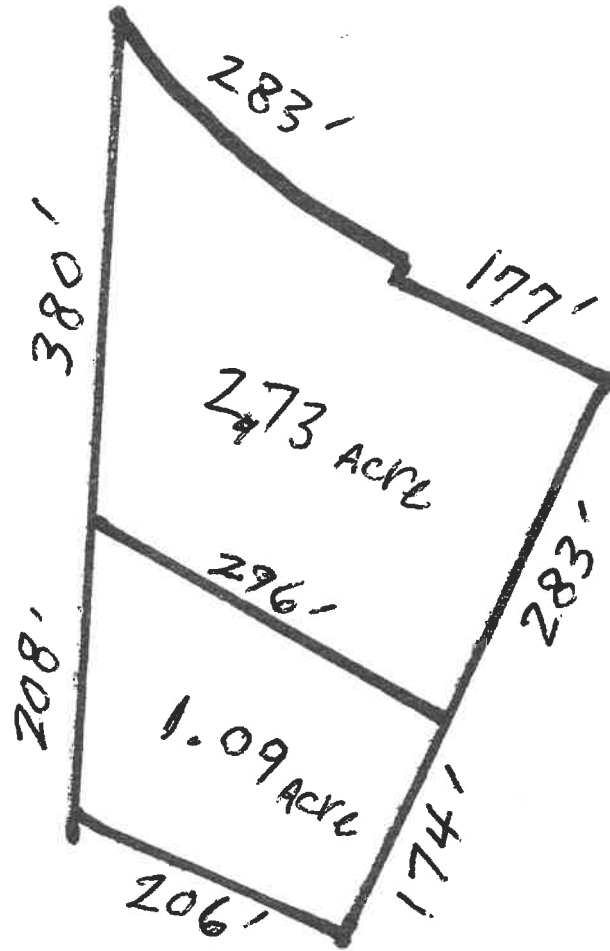


Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 11.8.2021

1.09 bottom Top 2.73 acres

403-19-008P





VARIANCE

Application Checklist

Staff Use Only	
Application Number:	_____
Received By:	_____
Date:	_____
Fees Paid:	_____
Complete:	Y N

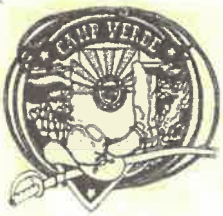
The Board of Adjustments is granted the power to authorize variances from the terms of the Planning & Zoning Ordinance. The zoning variance is a device to grant a property owner permanent exception to certain provisions in the Planning & Zoning regulations, where, due to special conditions, a literal enforcement of the terms of the Planning & Zoning Ordinance would result in unnecessary hardship on the owner. The Special conditions must relate to the land or structure in question and generally involve the property size, shape, location, topography, or peculiar surroundings. (See attached Section 602)

Required Items

Complete sets of these documents are required at the time of application.

- | | <u>Staff Use only</u> |
|--|--|
| 1. Pre-Application meeting with Staff Date: <u>10-28-21</u> | <input checked="" type="radio"/> Y <input type="radio"/> N |
| 2. Application fee as per the current fee code | <input checked="" type="radio"/> Y <input type="radio"/> N |
| 3. Completed Land Use Application form | <input checked="" type="radio"/> Y <input type="radio"/> N |
| 4. Written Legal Description of property | <input checked="" type="radio"/> Y <input type="radio"/> N |
| 5. Letter of Intent (See attached sample) | <input checked="" type="radio"/> Y <input type="radio"/> N |
| 6. Site Plan (8.5" x 11" – 2 paper copies and 1 PDF version) | <input checked="" type="radio"/> Y <input type="radio"/> N |
| -Vicinity map | |
| -Boundaries and dimensions of property. | |
| -Building Setback lines per District standards. | |
| -Building setback lines as proposed. | |
| -Acreage or square footage contained within property. | |
| -Diagram of proposed use with buildings and off-street parking. | |
| -Location and dimensions for all existing right-of-way within, and adjacent to, the property. | |
| -Additional information needed to explain the variance request. | |
| 7. Completed Permission to Enter Property statement, signed by the property owner. | <input checked="" type="radio"/> Y <input type="radio"/> N |
| 8. Self-addressed, stamped envelopes for all property owners within 300' for notification of public hearing to be sent out by staff. | Y N |

Please Note: A request will not be scheduled on an agenda until the application is complete. Submittal of an application does not constitute a complete application until it has been verified as complete and confirmation has been given by the planning division to the applicant verbally. Once an application is deemed complete, the application will be scheduled to be heard before the Board of Adjustments & Appeals. The applicant or their designated representative must attend the hearing when their application is being considered. Failure to attend may result in postponement of action by the Board.



TOWN OF CAMP VERDE

P.O. Box 710 ♦ 473 S. Main Street ♦ Camp Verde, Arizona 86322 ♦ (928) 567-6631 FAX 567-9061
Marshal 567-6621 ♦ Parks & Recreation 567-0535 ♦ Community Development 567-8513 ♦ www.campverde-az.gov

April 27, 2006

Mr. Jeffrey Galloway
740 Mingus Avenue, Suite 2050
Cottonwood, AZ 86326

403-19-008P

Re. Parcel #403-19-008H

Dear Mr. Galloway:

The purpose of this letter is to provide you with documentation that due to your willingness to cooperate with the Town's Street Department to improve Long Rifle Road that your ability to divide or use your property as is now exists will not be negatively affected because of help with this road project. You have agreed to dedicate fifteen (15) feet or .29 acres from parcel 403-19-008 (4.1 acres) to improve town right-of-way (ROW) for this street. This property is zoned RCU-2A and in theory could be split into two parcels from a size standpoint according to County records, however with this dedication you would not have enough acreage to meet the minimum zoning requirement from a total number of acres standpoint.

Since it is not the intent of the town to penalize you for your generous assistance with this road improvement, this letter verifies that the town would allow you to proceed with any division of this lot as if the ROW dedicated to the town were still in place. It is important to note, that all regulations pertaining to the splitting of property from the town, county and state would have to be met.

I hope this letter provides you with the assurance you need regarding the use of this parcel and again want to thank you for your cooperation on this matter.

Sincerely,

Marvin Buckel
Street Inspector

Will Wright
Community Development Director



Handicap Relay: Voice: 1-800-842-4681 ♦ TDD: 1-800-367-8939





Town of Camp Verde

Community Development Department

◆ 473 S. Main Street, Suite 108 ◆ Camp Verde, Arizona 86322 ◆
◆ Telephone: 928.554.0050 ◆
◆ www.campverde.az.gov ◆

November 22, 2021

Dear Land Owner:

You are receiving this letter because a land owner within 300 feet of your parcel has requested a Variance from the Town of Camp Verde. This request will be heard in a public meeting by the Board of Adjustment & Appeals.

Property owners, Jeff & Jane Galloway of 2045 Long Rifle Road, have requested a Variance from the Town in order to divide their parcel. This area is zoned RR-2A which requires parcels to be at least 2 acres.

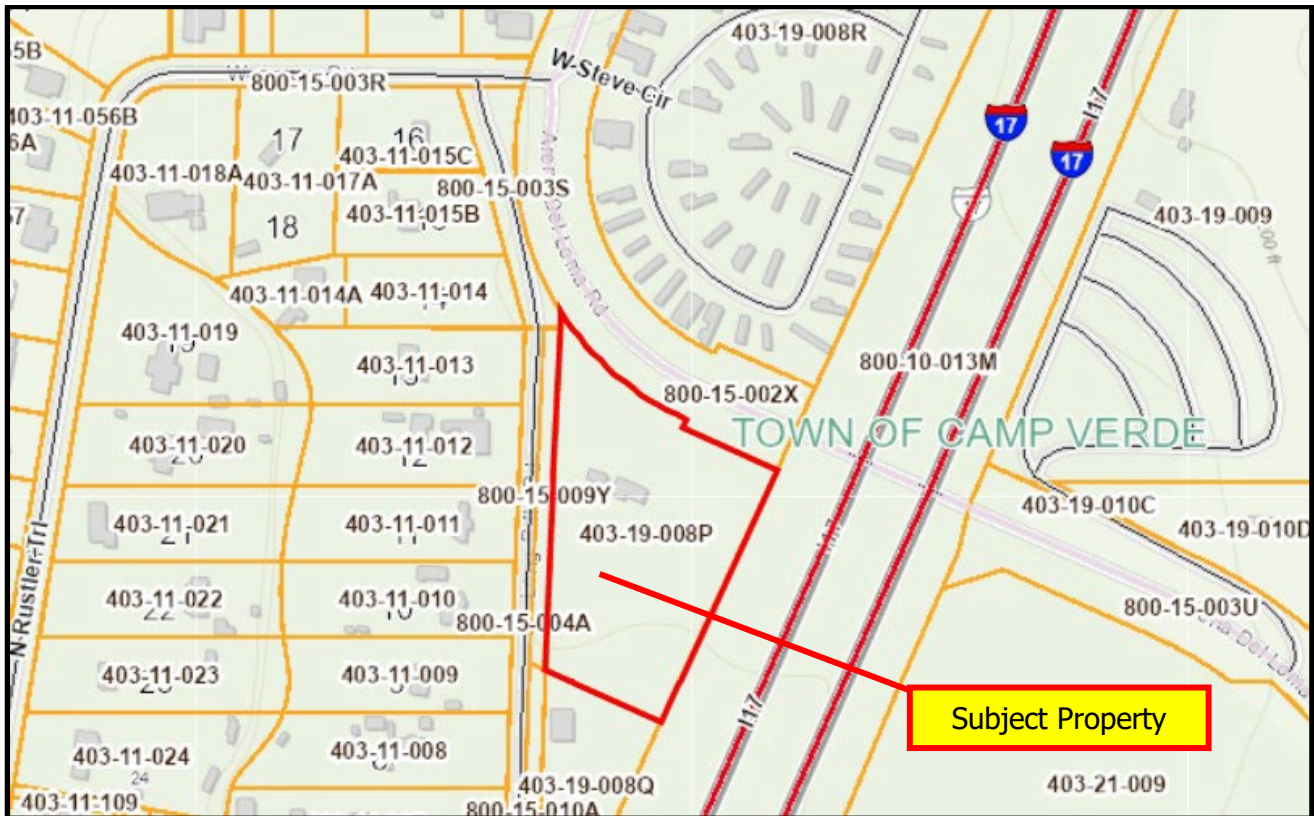
Application Type: Variance; divide a parcel less than 4 acres into two different lots within RR-2A Zone

Application Number: 20210682

Property Description: 3.82 acres, parcel 403-19-008P, zoned RR-2A

Hearing Date & Time: Tuesday, December 14th, 2021 at 3pm

Hearing Location: Council Chambers, Suite 106, 473 S. Main Street, Camp Verde



The agenda with accompanying documentation will be available on the Town web site approximately 1-week prior to the meeting. It may be found at: <https://www.campverde.az.gov/departments/boards-commissions/board-of-adjustments-appeals/-toggle-all>

This is a public meeting which you may attend and be heard regarding this matter.

Additional information may be obtained by contacting Community Development Department at (928) 554-0054, or by emailing bj.ratlief@campverde.az.gov. Written comments may be dropped off at the Community Development Office, located at 473 S. Main Street, Suite 108, or may be mailed to the Department at 473 S. Main Street, Suite 108, Camp Verde, AZ 86322.

Comments are to be received by close-of-business Wednesday, December 8th, 2021

Respectfully,

John Knight, Director
Community Development, Town of Camp Verde
John.Knight@campverde.az.gov or (928) 554-0053

cc: Project File

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The Viad Corporate Center
1850 North Central Avenue
Suite 1100
Phoenix, Arizona 85004
www.lawyers.com/lawms/

MOYES STOREY

LAW OFFICES

William J. Sims III

Telephone: 602-604-2120
Facsimile: 602-274-9135
Email: wjsims@lawms.com

August 17, 2004

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

Re: Representation of Camp Verde

Dear Bill:

Brad Woodford and I both enjoyed meeting with you yesterday to discuss possible ways we could assist you and the Town Council during a transition period until the Town retains a full-time Town Attorney. Brief resumes for Brad and me are attached. We greatly appreciate your confidence in considering our firm to serve you during this transition period. We understand that this transition period would only be up to six months.

You have asked us to advise you on all matters related to ordinary course municipal law matters, other than criminal prosecution matters. Our general Engagement Policies and Procedures are set out in the attached Exhibit A. Please let me know if you have any questions about the understandings and conditions on which we would be entering into this representation.

We would issue statements monthly on approximately the 10th day of the month. Brad's and my hourly rates will be \$185 and paralegal time will be billed at \$80 per hour. During this period, we would cap our billed fees at \$5,000 per month so that the aggregate fees will not exceed \$30,000 for the entire six-month period. You will note that we do not charge clients for faxes and photocopies necessary in the ordinary course of business. The statements will show the fees and charges incurred during the previous month, in accordance with the attached policies. We expect payment within 30 days after the date of the statement.

We will review each statement before it is mailed to you and will make any adjustments we believe are appropriate. You should be certain, however, to alert us promptly to any questions you may have about the statement or the work for which you were billed by contacting either of us.

Once again, we appreciate your confidence and look forward to serving as your counsel. Please do not hesitate to call if you have any questions.

Very truly yours,

MOYES STOREY, LTD.

William J. Sims III

C. Brad Woodford

WJS:CBW:jvr

EXHIBIT A
Attachment to Engagement Letter

Moyes Storey Ltd.
Engagement Policies And Procedures

This document describes the Engagement Policies and Procedures of Moyes Storey Ltd. (the "**Firm**") and the commitments to be entered into by you with respect to the Firm's representation of you. Please read this statement of policies and procedures in connection with the engagement letter to which it is attached (the "**Engagement Letter**"). Upon acceptance by you, the Engagement Letter and the Engagement Policies and Procedures constitute our agreement for your legal representation by the Firm.

1. The Firm's Commitment to You. We commit to representing you to the best of our ability. Depending upon the project undertaken, our services may include not only preparing documents, memoranda, agreements, opinions, corporate records, instruments, and correspondence on your behalf, but also may include office and telephone conferences, negotiations, and contact with other attorneys, and business people. Since these services may be performed in your absence, in some instances you will only be aware that they have occurred when you receive your monthly statement, but all such services will be performed in connection with matters you have approved.

Since you are hiring the Firm and not one attorney, other attorneys or staff may assist the responsible attorney in performing services on your behalf. The Firm will endeavor to represent you effectively and efficiently to the successful conclusion of any of your matters. All information regarding your legal matters will be treated as strictly confidential by the entire Firm.

2. Your Commitment to the Firm. We ask that you honor the provisions of this agreement regarding payment and that you keep the Firm informed of changes in your address, telephone number, and general circumstances.

The Firm reserves the right to withdraw from representing you if you misrepresent or fail to disclose relevant material facts, if your conduct makes it unreasonably difficult to represent you, or if you do not make the payments required by this agreement in a timely manner.

3. Retainers. If we decide to request a retainer, we will deposit the retainer in our trust account and hold it in reserve. After the statement(s) for the first three month's services are paid, we will apply the retainer to our statements beginning in the following month. We will then require no additional retainer, as long as all statements are paid in a timely manner.

4. Billing of Fees and Expenses. A statement is generated at the end of the billing period showing the total fees due for the prior period and the expenses incurred to the billing cut-off date.

5. Expenses. We advance on your behalf charges for such necessary services and costs as outside-communication services, offsite or high-volume photocopying, outside messenger services, court fees, meeting and travel expenses. Such items are charged monthly as they are received and processed by the firm. We will submit certain charges directly to you for prompt payment.

6. Statements. Monthly statements are normally mailed prior to the 10th day of the month and payment is due upon receipt whether or not the legal representation in the particular matter has been successfully completed. Statements will be mailed to the address shown on the cover letter. If they should go to a different address or if you want us to furnish copies to anyone else, please let us know. If you disagree with the amount of any fee, please call me immediately to discuss your questions.

The Firm's taxpayer identification number, 86-0936446, appears on all statements.

7. Summary. We will be happy to discuss these policies and procedures with you at any time. If you have any questions, please feel free to inquire. We encourage you to discuss with us any problems you may have with any matters that arise in connection with our representation.