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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 16, 2023 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/81283840532?pwd=V2ZLUUtYSkJJUTZuQWhBYIBPR29NQT09>

One Tap Mobile: 1-669-900-91287 or 1-719-359-4580

Meeting ID: 812 8384 0532

Passcode: 223916

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

1. **Call to Order**
2. **Roll Call.** Council Members: Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore, and Mayor Dee Jenkins.
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Special Executive Session – July 12, 2023 Page 5
 - 2) Special Session – July 12, 2023 Page 7
 - 3) Regular Session – July 19, 2023 Page 9
 - 4) Joint Special Session – July 26, 2023 Page 19
 - 5) Special Session – August 2, 2023 Page 23
 - 6) Regular Session – August 2, 2023 Page 25
 - b) **Set Next Meeting, Date and Time:**
 - 1) Special Session – Wednesday August 23, 2023 at 5:30 p.m.
 - 2) Regular Session – Wednesday September 6, 2023 at 6:30 p.m. CANCELLED
 - 3) Executive Session – Wednesday September 20, 2023 at 5:30 p.m.
 - 4) Regular Session – Wednesday September 20, 2023 at 6:30 p.m.
 - c) **Approval of Notice of Intent – Proposed Increase, Water and Wastewater Rates, Fees, or Services Charges.** Staff Resource: Mike Showers Page 37
5. **Call to the Public or items not on the Agenda. (Please complete Request to**

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

6. Special Announcements and Presentations:

- **Information related to existing Economic Development grant revenue (up to \$15,840) to help fund Manzanita Outreach’s mission to provide food assistance to the residents and workforce.** Staff Resource: Molly Spangler Page 39
- **Appreciation and Acknowledgment of service for Interim Town Manager Barbara Goodrich**

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

8. Discussion Consideration and Possible Award of Bid #23-175, Camp Verde Schools Traffic Improvements Project to McDonald Bros. Construction in the amount of \$283,635.13. Staff Resource: Martin Smith Page 47

9. Discussion, Consideration, and Possible Award of Bid #23-176, Gazebo Demolition Project to Ligon Excavation in the amount of \$31,742.70. Staff Resource: Martin Smith Page 89

10. Discussion, Consideration and Possible Approval designating the Mayor as signatory on the letter of support regarding the Yavapai-Apache Land Exchange. Staff Resource: Barbara Goodrich Page 119

11. Discussion, Consideration, and Possible Approval of Ordinance 2023-A477, an Ordinance of the Mayor and Common Council of the Town of Camp Verde,

Yavapai County, Arizona amending the Town of Camp Verde Planning and Zoning Ordinance, with minor text amendments within Section 203 – Use Districts, regarding residential accessory structure setbacks. Staff Resource: BJ Ratlief Page 123

12. Discussion, Consideration, and Possible Approval of Ordinance 2023-A478, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Town of Camp Verde Planning and Zoning Ordinance with minor text amendments within Section 502.A – Land Division, regarding text edits to clarify language. Staff Resource: BJ Ratlief Page 137

13. Discussion, Consideration and Possible Appointment of Council members as Town Representatives and alternates for the Verde Front. Staff Resource: Barbara Goodrich Page 149

14. Adjournment

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

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

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on 08-10-2023 at 5:00 p.m.

Cindy Pemberton

Cindy Pemberton, Town Clerk

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DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY JULY 12, 2023 at 4:30 P.M.

1. Call to Order

Mayor Jenkins called the meeting to order at 4:30 p.m.

2. Roll Call. Council Members Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore and Mayor Dee Jenkins

Others Present: Town Manager Barbara Goodrich, Utilities Director Jeff Low, Community Development Director John Knight, Town Clerk Cindy Pemberton.

3. Pledge of Allegiance

Council Member Godwin led the Pledge of Allegiance

4. RECESS INTO AND HOLD EXECUTIVE SESSION ON AGENDA ITEM 5.

On a motion by Vice-Mayor Moore seconded by Councilor McPhail Council moved to go into Executive Session for Consultation from Water Works Engineers Consultant Rob Bryant on Critical Water Infrastructure.

Roll Call Vote:

Mayor Jenkins: aye

Vice Mayor Moore: aye

Councilor Godwin: aye

Councilor Murdock: aye

Councilor Baker: aye

Councilor Escoffier: aye

Councilor McPhail: aye

Motion carried 7-0.

Council Adjourned to Executive Session at 4:32 p.m.

5. Consultation from Water Works Engineers Consultant Rob Bryant on Critical Water Infrastructure. *Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(9) Discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body. Records, documentation, notes, or other materials made by, or provided to, the representatives pursuant to this paragraph are confidential and exempt from public disclosure under this chapter and title 39, chapter 1. Staff Resource: Barbara Goodrich and Jeff Low*

RECONVENE OPEN SESSION

Council reconvened Open Session at 5:27 p.m.

6. ADJOURNMENT

Without objection, Council adjourned Special Session at 5:27 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 Special Session of the Town Council of Camp Verde, Arizona, held on July 12, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk

DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
75 E Hollamon Street, Camp Verde, AZ 86322
WEDNESDAY, JULY 12, 2023, 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 Jenkins called the meeting to order at 5:30 p.m.

2. Roll Call Mayor Dee Jenkins, Vice Mayor Marie Moore, Councilor Wendy Escoffier, Councilor Jesse Murdock, Councilor Jackie Baker, Councilor Robin Godwin and Councilor Cris McPhail are all present.

Also Present Interim Town Manager Barbara Goodrich, Utilities Director Jeff Low, Town Clerk Cindy Pemberton and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Vice Mayor Moore led the Pledge.

4. Discussion, Consideration and Possible Approval by Council regarding the contract offer to Tedmond Soltis for the position of Town Manager. Staff Resource: Barbara Goodrich

Interim Town Manager Barbara Goodrich presented Mr. Soltis's contract and gave a brief overview of his background and experience. He will start August 7, 2023, and the term of the contract is two years.

On a motion by Vice Mayor Moore, seconded by Councilor McPhail, Council moved to approve the contract offer to Tedmond Soltis for the position of Town Manager.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 7-0.

5. Update Town Council on Contract No. 23-141 regarding the Town of Camp Verde Aerial Mapping and Area Drainage Master Study. Staff Resource: Jeff Low

Utilities Director Jeff Low explained the goal of this presentation is to update the Council on the Camp Verde Aerial Master Plan & Drainage Study.

Councilor Godwin left meeting- 5:35pm

Councilor Godwin rejoined the meeting- 5:36pm

Brian Schalk, Wilson Engineering Company Project Engineer and Philip Gershkovich, Cooper Aerial President gave a presentation. The presentation highlighted project objectives, areal mapping, details of how they do the drainage analysis, public outreach, and a plan to help improve drainage & mitigate flood hazards/risks. new stormwater GIS data and the 2-Dimensional Town-Wide Flood Study results. The Final Storm Water Master Plan Recommendations will be forwarded to Town Council at the completion of the project.

Mr. Low explained as a result of this study, he would like to use this data to update flood maps and for future designs and engineering of new roads. They are looking at grant options or possibly looking at partnering with outside agencies to work together to fix the roads. Mr. Schalk said they work together with municipalities to find the right grant to help with each individual situation.

Vice Mayor Moore asked if we can we use data to prove to the government that we have a problem and to get more funding. Mr. Low said he is looking into the Cooperative Technical Partnership (CTP) Program with FEMA. They have a 25% match. This data will cover the match. This whole project was flood control funded.

6. Adjournment

Mayor Jenkins adjourned the meeting at 6:25 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 Special Session of the Town Council of Camp Verde, Arizona, held on July 12, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk



Support your local merchants

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 19, 2023 at 6:30 P.M.

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

1. **Call to Order** Mayor Dee Jenkins called the meeting to order at 6:30 PM.
2. **Roll Call.** Council Members: Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore, and Mayor Dee Jenkins.

Also Present: Town Manager Barbara Goodrich, Town Attorney Christina Estes Werther, Town Clerk Cindy Pemberton, Administrative Clerk Jadie Edward.

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

a) Approval of the Minutes:

- 1) Regular Session – May 3, 2023
- 2) Special Session – July 5, 2023
- 3) Regular Session – July 5, 2023

b) Set Next Meeting, Date and Time:

- 1) Joint Work Session – Wednesday July 26, 2023 at 5:30 p.m.
- 2) Regular Session – Wednesday August 2, 2023 at 6:30 p.m.
- 3) Special Session – Wednesday August 9, 2023 at 5:30 p.m.
- 4) Regular Session – Wednesday August 16, 2023 at 6:30 p.m.

- c) **Approval to staff to submit a Water Conservation Grant application to the Water Infrastructure Financing Authority (WIFA) in an amount up to \$2.5M to fund various Water System Leak Mitigation Projects throughout Town.**
Staff Resource: Molly Spangler and Jeff Low

Councilor Godwin asked that the minutes for May 3rd be pulled.

On a motion by Councilor Godwin, seconded by Councilor Baker, Council moved to approve the consent agenda, minus 4a1.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Absent

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Godwin: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 6-0.

Councilor Godwin inquired about corrections.

On a motion by Councilor Godwin, seconded by Councilor McPhail, Council moved to approve the minutes from May 3rd as corrected.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Absent

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Godwin: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 6-0.

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

Jack Wilborn spoke, wondering the status of the process to keep our Town as a Dark Sky community. He would like to see this kept, as it is the reason he moved to Camp Verde. He would like to see frequent status updates.

Councilor Escoffier joined the meeting at 6:38 PM.

Randy Lobato spoke regarding an issue he's having with Planning and Zoning. Back in 2020, he lost his home to a fire. When his home burned down, he decided to put his RV on his 5.5 acres. His daughter and son also live on the property in their own RV's. He has a permit to build on his property, but inflation and interest rates have stopped him

from moving forward as quickly as he'd like. He received a notice from Planning and Zoning that he's only allowed 1 RV, but they'll allow 2 with a Special Use Permit. This is going to create a hardship for them. He'd like to continue with the RV's he has until his home is completed.

Chasidy Allen, daughter in law of Randy Lobato, would also like to see their family be able to occupy their property in their RV's while their home is being built.

6. **Special Announcements and Presentations:**

- **Presentation from the Small Business Development Center, their work, and how they help Camp Verde businesses.** Staff Resource: Molly Spangler

Economic Development Director Molly Spangler introduced Ruth Ellen Elinski, Director of Arizona's SBDC.

Ms. Elinski, joined by Danusia Szumowski, presented the specifics to Council about the Small Business Development Center SBDC at Yavapai College and the specific economic impact of their work in Camp Verde.

Ms. Elinski said their 6-member team offers expert, no cost, confidential consulting, technical assistance, and educational trainings for new and established businesses across Yavapai County. Reaching the most rural communities is a priority for her team. They hope to truly help to generate economic impact county wide. They provide support and guidance in a variety of ways. These services provided have created significant economic impact in Camp Verde. She shared in their data system, they have 19 recorded clients, with 13 new client registrations. They have substantial economic impact numbers for Camp Verde, which she shared with Council. She hopes that Camp Verde will consider SBDC as an ongoing resource.

Councilor Godwin asked her how they can make it possible for Camp Verde to be on the list as a future event location. Ms. Elinski said the locations vary, but they aren't in Camp Verde in the summer. Ms. Szumowski said they have a lot of things coming up in the fall.

Councilor Baker thanked Ms. Elinski for the presentation and thought it was very helpful. Ms. Elinski said her relationship as a colleague with Ms. Spangler has been helpful in expanding this in Camp Verde and using the BRIC has been very helpful.

- **Presentation to Town Council on Collection Maintenance program being used with R.H Borden.** Staff Resource: Chet Teague

After a request from Staff, it was decided to reschedule this item to a later Work Session date, as they will need longer than ten minutes.

- **Quarterly Report – Parks & Recreation Commission.** Staff Resource:

Mike Marshall

Parks and Recreation Manager Mike Marshall shared his first quarterly report from the Parks and Recreation Commission. He said they had their first meeting in March, three in April, May, and June. June also had a Work Session, which included trips to Verde Lakes and the Sport's Complex. The Commission has been focused on learning their roles and seeking information about Parks and Rec and the Town. They've requested information from Parks and Rec regarding future plans. An online survey was sent out to the public for feedback. There will be a joint Work Session next week.

Councilor Godwin wondered about Community Night on Monday the 6th. Mr. Marshall said this public forum will provide an update on the Sport's Complex as well as gather information for future plans of the Sport's Complex.

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

Community Development Director John Knight informed Council that the Board of Adjustments had two meetings in the second quarter. Additionally, in April, they had a variance application, and they ended up working something out with the applicant. In May they had an appeal on the animal point count.

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

Mr. Knight presented for Planning and Zoning. He shared that they had two meetings. They also had a joint meeting. During this meeting they were able to spend some time talking about some of the longer-range projects. One of the things that has come out is that they really need to do an update on the code. They received an agritourism permit request in April. They also reviewed the site plan for High View at Boulder Creek. In June P&Z conducted a Joint meeting with Town Attorney Trish Stuhan on the roles of the Commission, which they found very helpful.

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

Councilor Godwin attended Corn Fest and thought it was a great event. She thought staff did a great job giving people direction of places to go to cool off from the heat.

Councilor McPhail attended Corn Fest. Additionally, she thanked Jeff Low for helping Kiwanis sell corn. She, Mayor Jenkins, and Councilor Murdock had a meeting with staff about the Sport's Complex.

Vice Mayor Moore had nothing to report.

Councilor Murdock attended Corn Fest and thought it went very well. Additionally, she had a meeting with staff, Mayor Jenkins, and Councilor McPhail.

Councilor Baker had nothing to report.

Councilor Escoffier had nothing to report.

Mayor Jenkins attended her usual Verde Valley Mayor/Town Manager Meeting. She also attended Corn Fest and was excited about all the good things going on.

Interim Town Manager Barbara Goodrich congratulated all involved in Corn Fest that ensured that there were not any heat related incidents. She shared that the attendance was estimated at about 4,500 people. She acknowledged the Hauser's for providing exceptional corn. They had a very successful meeting with a representative from International Governmental Affairs from ADOT. This was the first time that agency has reached out to Camp Verde. Some upcoming dates that she shared were: July 26th they're doing a joint meeting with the Parks and Recreation Commission to talk about roles and responsibilities. August 9th is the first meeting to start discussing projected changes in the code. They are proposing a possible survey to the public to get feedback. Finally, Council requested a presentation from the Library on their various programs, policies, and procedures. That is scheduled August 23rd.

Councilor Murdock had a request that the next Parks and Rec survey be anonymous.

8. **Discussion, Consideration, and Possible Approval for staff to sign an agreement with the Verde Valley Archaeology Center to provide Town funding up to \$150,000 for the center to complete a grant funded trailhead park project and then reimburse the Town for funding expended.** Staff Resource: Molly Spangler

Economic Development Director Molly Spangler introduced Ken Zoll Director Emeritus and Interim President of the Verde Valley Archeology Center. She began by letting Council know that there was an amendment to the MOU. Ms. Spangler turned the meeting over to Mr. Zoll.

Mr. Zoll shared with Council the background on the Archeology center property. He said they were given the land valued at \$1.5 Million for them to preserve it. Due to the background of the property and the possible burials throughout, it was decided to not excavate it, but to put in a trail instead. They received a grant for the trail. The Yavapai Apache Nation and Hopi Elders were brought out to be sure that they were comfortable with what they're doing. The trail is built and open to the public. Additionally, there are two gardens. This grant money would help them update and maintain the trail, as they've had to close it recently due to problems with vandalism. Eventually, when the Town does the park at Homestead, there will be overflow parking, and they'll allow the Town to use their new parking pad. They will also put in a porta-potty vault toilet.

They are asking the Town for funding to pay the vendors, and they Town would be reimbursed by the grant. It would be about a 4-week process, minus the toilet, which will take longer.

Councilor Baker is so grateful for the Archeology Center and feels it is such a great resource here.

Councilor Godwin is so grateful that they gave the Archeology Center the brick building. She, too, feels that it is such a great resource for the Town.

On a motion by Councilor Godwin, seconded by Councilor Baker, Council moved to approve for staff to sign an agreement, including items 9 & 10, with the Verde Valley Archaeology Center to provide upfront funding not to exceed \$150,000 for the center to complete a grant funded trailhead park project and then reimburse the Town for funding expended.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Abstain

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Godwin: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 6-1.

9. **Discussion, Consideration, and Possible Approval of an agreement between the Town of Camp Verde and Zonehaven, a Genasys owned company that offers critical communications systems and solutions to help keep people safe during evacuations and other emergency incidents.** Staff Resource: Heather Vinson

Jim Erickson, Zonehaven representative, was also present online to answer any questions. Risk Management Director Heather Vinson presented to Council the benefits of Zonehaven and their critical communications systems and solutions to

help keep people safe during evacuations and other emergency incidents. Ms. Vincent said this would be a big benefit to her. The program is important to what they're doing in planning and training to be prepared for all different types of emergencies. It's a data driven component. It would also keep residents more informed, both quickly and accurately. This would help them establish their evacuation zones, which is a big push from the county. The cost on this would be minimal, done by population. The agreement in front of them is for 3 years, with the option for renewal. This would ensure that when something was to happen, they would be able to be more proactive. They would be the first in the county to get this, but she's hoping they can do this as a unified program in the Verde Valley.

Vice Mayor Moore wondered if they're going to wait until other surrounding Towns are on board with this to implement. Ms. Vincent said they're not waiting on anybody. They are responsible for their account with it.

Ashley Ahlquist, Yavapai County OEM was also online. She shared her perspective on this program and feels it would be a huge benefit for the Town.

Councilor Baker wondered if the fee was an annual premium.

Ms. Vincent said yes, the \$2,500 is.

Councilor Baker also wondered how the citizens would be notified any differently with this program than what they're doing now.

To which Ms. Vincent replied, notifications would still be the same, they'll rely on several notification realms, but this would cut hours off the notifications. This would give them the information more accurately and quickly.

Councilor Murdock wondered if there will be another avenue of notifications with this program, other than EverBridge. Ms. Vincent said EverBridge will still send out the notifications, but the information will come to them sooner through this program to get it out sooner to the public.

On a motion by Councilor Baker, seconded by Councilor Godwin, Council moved to approve the agreement between the Town of Camp and Zonehaven, a Genasys owned company that offers critical communications systems and solutions to help keep people safe during evacuations and other emergency incidents.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Godwin: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 7-0.

10. Discussion, Consideration and Possible Approval to purchase supplies and materials for the Sports Complex Water Main installation from Dana Kepner Company, LLC at a cost not to exceed \$96,041.11. Staff Resource: Jeff Low

Utilities Director Jeff Low shared with Council in order to complete the water design main services for the Sport's Complex Concession Stand based off the plans, staff and the project engineer created a materials list and supplies needed for the construction. Dana Kepner was the lowest bid, and staff recommends.

Mayor Jenkins wondered which funding bucket this was coming out of.

Ms. Goodrich said it's grant of the loan.

Ms. Low said he spoke with Finance Director Mike Showers, and he has the funding for this.

This water line will serve the concession stand. It will start off McCracken Lane and extend down to Champion Way to the treatment plan water line. It will be the Camp Verde Water System.

On a motion by Councilor McPhail, seconded by Councilor Baker, Council moved to approve to purchase supplies and materials for the Sports Complex Water Main installation from Dana Kepner Company, LLC at a cost not to exceed \$96,041.11.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Godwin: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 7-0.

11. Discussion, Consideration, and Possible Approval of Resolution 2023 – 1107, a Resolution of the Mayor and Common Council for approval of final site plans for two (2) development sites located within High View at Boulder Creek Planned Area Development (PAD), zoned C3-PAD (Commercial: Heavy Commercial – Planned Area Development) and C2-pad (Commercial: General Sales and Services – Planned Area Development) specifically site plans for Zane Grey RV Park located on parcel 403-15-003V (C2-PAD) and Zane Grey Multi-family and Commercial on parcel 403-15-003U(C3-PAD), Camp Verde, Yavapai County, Arizona. Staff Resource: Cory Mulcaire

Town Planner Cory Mulcaire shared with Council that they are presenting a final site plane for two more of the development sights at the High View at Boulder Creek PAD, which they've seen multiple times. This is for a 248 site RV Park as well as a multifamily commercial site that will have 474 apartment units, efficiency two bedroom and three bedrooms, as well as 43,000 commercial retail rental spaces.

Vice Mayor Moore questioned the approval of this agenda item, hoping they weren't making promises before they had a development agreement.

Mr. Knight said they are working with the developer and staff on various infrastructure utility issues, and they'll work that out. They're making great progress on that. All they're doing with the site plan approval is confirming that what they're doing is a substantial conformance with the PAD that was approved. It has nothing to do with utilities.

Mr. Low shared that Developer Jeremy Bach has actively been working well with them, which he appreciates.

Mayor Jenkins wanted to know the legal ramifications on approving this without making commitment for water or sewer. She would like to know what type of construction the multi-family is going to be.

Jeremy Bach said the construction for multi-family will be conventional. Mayor Jenkins wondered if in approving this, can they say that there are no modifications to the plan without Council approval. There are things in the code that says they can modify things. She wants to have confidence that when they approve this site plan, there will not be changes without Council approval.

Town Attorney John Paladini said the code does provide for two kinds of modifications. A minor and major. It would be inconsistent with the code to condition the approval of these site plans.

Mayor Jenkins shared that she just doesn't want to see things changed after Council has approved it, like the modular homes in Town. They have opportunity to do it right, and she wants them to.

It was decided amongst Council and Staff that this evening they were simply approving the site plans. Things changing too much after approval, would need to be a major amendment. Sometimes things that are approved by Council can change minimally, and they'll never know about it until they get a call from a citizen. The site plan approval runs with the land.

On a motion by Councilor Murdock, seconded by Councilor Baker, Council moved to approve Resolution 2023 – 1107, as presented.

Roll Call Vote:

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

Motion Carried 7-0.

- 12. Adjournment** Mayor Dee Jenkins adjourned the meeting at 7:59.

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 July 19, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk

DRAFT MINUTES
TOWN OF CAMP VERDE
JOINT SPECIAL SESSION
MAYOR AND COUNCIL
PARKS & RECREATION COMMISSION
75 E HOLLAMON STREET, CAMP VERDE, AZ 86322
WEDNESDAY, JULY 26, 2023, 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 Jenkins called the meeting to order at 5:30 p.m.

2. Roll Call

Mayor Dee Jenkins, Vice Mayor Marie Moore, Councilor Jesse Murdock, Councilor Robin Godwin, Councilor Jackie Baker and Councilor Cris McPhail are all present. Councilor Wendy Escoffier is absent.

Also Present

Town Manager Barbara Goodrich, Marshal Corey Rowley, Administrative Clerk Jadie Edwards, Parks & Recreation Manager Michael Marshall, Parks & Recreation Supervisor Shawna Figy and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Councilor McPhail led the Pledge.

4. Call to Order of the Planning & Zoning Commission

5. Roll Call – Parks & Recreation Commission:

Commissioner Mary Hughes, Commissioner Jerry Morris, Commissioner Jeffrey Noonan (5:51pm), Vice Chair Candra Faulkner and Chair Dave Grondin are present. Commissioner Glenda Duncan and Commissioner Karen Wade are absent.

6. Joint Council/Parks & Recreation Commission Work Session. No action will be taken during the Work Session. Discussion and Possible direction to staff may occur.

a) Introductions- Town Council and Parks and Recreation Commission went around the table and introduced themselves.

b) Communication, Roles and Responsibilities and Priorities set for Parks & Recreation Commission. Staff Resource: Barbara Goodrich

Interim Manager Barbara Goodrich explained during this meeting there will be more of an informal discussion to talk about roles and relationship between the Council and Commission. She pointed out the Resolution that established the Parks and Recreation Commission. Tonight's discussion could be about priority setting or procedural related questions, she will take note of anything that the group would like to capture as part of the meeting.

Mayor Jenkins gave an overview of past Parks and Recreation Commissions and the need to bring back the Commission. She pointed out Councilor Murdock used to work in the Parks and Rec Department in the past and Councilor Goodwin used to sit on a Parks & Rec Commission; there are people on Council with experience.

Chair Grondin is happy the Town has established this Commission. He went over the need for recreational amenities. He asked Councilor Murdock about her experience with the Parks and Rec Department. Councilor Murdock reviewed her duties and experiences.

Chairman Grondin would like to know who the Commission is, what does the Commission do and how do we go about doing that. There has been some frustration within the Commission, not knowing these items.

Commissioner Morris wants clarification of the roles of the Town; what are the responsibilities of the different departments. He would like to know if Commission Meetings should include the Public Works Department.

Vice Mayor Moore wanted to clarify that the Sports Complex is in a phase where decisions have been made and Council isn't looking to hear from the Parks and Rec Commission on the Sports Complex.

Councilors believe the roles of the Commission should include:

- Evaluate current park uses.
- Evaluate future Sports Complex Phases
- Interact with the Public (Be the voice of the people)
- Be involved with community events
- Evaluate the trails and park conditions.
- Determine priorities of the trails and parks
- Determine new community events & amenities.
 - Dog Park
 - Splash Pad
 - Prior event
- Bring recommendations to Council.
- Other considerations should be:
 - Consider updating/clarifying the Parks & Rec Commission Resolution.
 - Provide the Social Media Policy to the Commission
 - Should there be a separate P&R Commission Facebook Page
 - Agenda Setting Meetings prior to the meeting.
 - Regular inclusion of other staff members in meetings when appropriate.

Councilor Baker feels like the Parks and Rec Department should coordinate with surrounding communities, so we are not competing for events.

Councilor McPhail suggests when completing a survey, consider how much response you want to get back. Some people don't have internet. Have paper copies available throughout town. Councilor Murdock added some people don't want to complete the google survey because they can't remain anonymous. She suggests the Town get a "subscription" so people can remain anonymous.

Parks & Recreation Supervisor Shawna Figy wanted clarification about clerical items. She asked if Commissioners could help pass out surveys and help tabulate? The answer is yes.

Councilors and Commissioners discussed the organization of meetings, and the public using blue cards. Meetings need to be more structured. Commissioners should become familiar with

the structure of meetings. They also discussed the difference between committees and commissions. Commission meetings are for discussion but still need to follow open meeting laws. Agenda items should be listed on the agenda as, "Discussion, consideration and possible recommendation..." This will tell the Commission this item is an "Action Item".

7. Adjournment

Mayor Jenkins adjourned the meeting at 7:27 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 Joint Special Session of the Town Council & Parks and Recreation Commission, of Camp Verde, Arizona, held on July 26, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk

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DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 2, 2023 AT 6:00 P.M.

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

1. **Call to Order** Vice Mayor Marie Moore called the meeting to order at 6:00 PM.
2. **Roll Call.** Council Members Jackie Baker, Wendy Escoffier, Cris McPhail, Jessie Murdock, Robin Godwin, Vice Mayor Marie Moore, and Mayor Dee Jenkins (Zoom)
3. **Pledge of Allegiance** Councilor Baker led the Pledge of Allegiance.
4. **Public Hearing Followed by Discussion, Consideration and Possible Approval of The Town of Camp Verde FY24 Final Budget.** Staff Resource: Mike Showers

Staff Comments:

Finance Director Mike Showers shared with Council that the final budget presented to them that evening was essentially, in all respects but one, the same as what they approved on the tentative budget. The change came from department fundings, specifically wage adjustments, and that small change did not affect the total expenses, it was more so a balancing of expenses.

Public Hearing Open

Vice Mayor Moore opened the public hearing at 6:02 PM.
There were no public comments.

Public Hearing Closed

Vice Mayor Moore closed the public hearing at 6:03 PM.

Council Discussion

Several Councilors and Mayor Jenkins had questions for Mr. Showers regarding the final budget. Mr. Showers took time to comment on each question. He said that the final, published document will slightly change, but what will not change are the numbers adopted by Council. All updates will be put on the final document and uploaded to the website.

Mayor Jenkins asked Mr. Showers that he provide them also with a copy of the final document that is published.

Councilor McPhail thanked Mr. Showers for his work. She is very pleased with how the budget turned out. She also took time to explain to the public that the budget reflects grants that they've applied for, and though they've budgeted for them, they may receive those grants.

Councilor Escoffier also thanked Mr. Showers as well for his hard work. She wondered

how the recent change in Arizona law regarding rental tax will impact the town. Mr. Showers said it will impact them for sure, but he is looking ahead to it and planning for it.

Councilor McPhail reminded Mr. Showers to put a hard copy of the budget at the library.

On a motion from Councilor Escoffier, seconded by Councilor Baker, Council moved to approve The Town of Camp Verde FY24 Proposed Final Budget.

Roll Call Vote:

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

Motion Carried 7-0.

5. Adjournment Vice Mayor Moore adjourned the meeting at 6:19 PM.

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 August 2, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk



Support your local merchants

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 2, 2023 at 6:30 P.M.

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

1. **Call to Order** Vice Mayor Moore called the meeting to order 6:30 PM.
2. **Roll Call.** Council Members: Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore, and Mayor Dee Jenkins (Zoom)

Also Present. Interim Town Manager Barbara Goodrich, Town Attorney Trish Stuhan, Town Clerk Cindy Pemberton and Assistant Clerk, Jadie Edwards.
3. **Pledge of Allegiance** Councilor Murdock led the Pledge of Allegiance.
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) No minutes to approve
 - b) **Set Next Meeting, Date and Time:**
 - 1) Work Session – Wednesday August 9, 2023 at 5:30 p.m.
 - 2) Regular Session – Wednesday August 16, 2023 at 6:30 p.m.
 - 3) Work Session – Wednesday August 23, 2023 at 5:30 p.m.
 - c) **Consideration & possible approval of Resolution 2023-1110, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting fees for Town services for Fiscal Year 2023-24 and superseding Resolution 2022-1090. Staff Resource Mike Showers**

On a motion by Councilor McPhail, seconded by Councilor Escoffier, Council moved to approve the consent agenda.

Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor McPhail: Aye
Councilor Murdock: Aye
Councilor Godwin: Aye
Vice Mayor Moore: Aye
Mayor Jenkins: Aye
Motion Carried 7-0.

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

Johnny Sheeley spoke to Council to object some of the material that has been displayed at the Camp Verde Library. He gave reasons to Council as to why he feels this way.

Danielle Church spoke requesting that content aimed for children at the Camp Verde Library with sexual content and sexual ideology be moved to a separate area. She also would like the staff member who approved those types of materials to be investigated. She brought examples in of the material that she was referencing.

Steven Backus spoke regarding content at the Camp Verde Library. He too feels that there are sexually explicit materials at the library that are being wrongly exposed to children. He invited Council to an event that he's putting on Saturday, August 5, at the library promoting Brave Books. He asked Council to provide armed Marshals at the event.

Candace Hardin spoke regarding the Camp Verde Library. She spoke to Council two months ago regarding the books at the library that were sexually explicit and displayed in a location in which children could see and access them. She feels there has been no action by Council, and wondered if they plan to act. She brought up Council approving a Library Manager position at \$81K, and the correlation to this hire and the recent events taking place.

Matt Jahnke read excerpts from a book that he checked out at the Camp Verde Library. The book was from the young adult section of the library. He felt this book

was much too inappropriate to be available to an audience as young as 12. He wondered who approved these books to be displayed in the young adult section of the library.

Interim Town Manager Barbara Goodrich told Council and the audience that the Library Presentation is scheduled for August 23rd. At this presentation, the public can ask questions to receive more information.

Councilor Baker shared that Council has taken action to address some of these library issues, but the meeting on August 23rd will be an opportunity for them to clarify these actions they've taken.

6. Special Announcements and Presentations:

- **None**

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

Councilor Godwin shared that on September 10th at 3 o'clock, there will be a harmonious celebration with an acapella syndicate at the Phillip England Center for Performing Arts. It's a \$20 fee, or free if you're part of the public school system.

Councilor McPhail said that she continues to attend her usual events in the town. She also wanted to share some insight on the library concerns, however, she decided it was best to save it for a later event.

Councilor Baker attended the NACOG transportation meeting. She shared some details of the meeting and spoke of a grant that has been received for Public Works for street projects that they want to do.

Councilor Escoffier had nothing.

Councilor Murdock shared that Camp Verde Unified School District schools begin on Monday. She said that all positions in the district are full.

Mayor Jenkins attended the Verde Valley Regional and Business Resiliency Forum at Page Spring Cellars.

She also shared that the League had a quick meeting due to concerns of the residential rental tax being increased. They are urging municipalities to be prepared.

She attended a water meeting in Flagstaff and shared that Camp Verde was accepted as a voting member of Northern Arizona Municipal Water Users Association.

Vice Mayor Moore had nothing.

Ms. Goodrich shared that on August 3rd, they will be opening the school transportation improvement plan bids. Construction will begin this fall, and they've spoke with the Superintendent to try and reduce any traffic issues this may cause. New striping has been done on Finnie Flat Rd, and new striping projects will continue to be done throughout the town.

At the department head meeting, they did an ALICE training, which is an active shooter training. She offered this training to others.

8. Discussion, Consideration and Possible Direction to the Town Manager to purchase soccer goal posts for placement at the Sports Complex. Staff Resource: Ken Krebbs

Public Works Director Ken Krebbs gave details to Council on the goal posts he is requesting to purchase. He said there are several upcoming sporting events that will be taking place at the Sports Complex. Mr. Krebbs shared that purchasing these goal posts would give them two full sets so they can use the fields properly. The other set that they have was given to them from the school. They fixed it up and have been using it. Eventually, they'd like to replace that set with another new one.

Vice Mayor Moore said that she doesn't like the idea of using a hand-me-down set. She'd like to purchase two sets, so they have brand new, proper goals for the kids. She wondered if 4 goals would be enough.

Yavapai Soccer Club Coach Dave Castillo came up to speak and give clarification to the size of the goals needed for the fields. He said two sets of goals would be enough for his league, however, other leagues might need different goals. Additionally, the sizes they are requesting for purchase are the right size for his team, but other organizations such as AYSO would need small sizes. Mr. Castillo said having other sized goals would be a benefit for the town to host tournaments and bring potential revenue to the town. Right now, his team plays their home games in Prescott, but he's pushing to have their home games be here in Camp Verde.

Councilor Escoffier wondered if the Qty: 2 meant that they'd be buying two sets of goals, or just two goals.

It was clarified that the price provided to them reflected one set of goals, which

would be 2 goals. However, the price would double when they buy two sets, to have 4 goals.

Councilor Murdock wondered what budget this would be coming out of.

Mr. Krebbs said he plans to use Mr. Showers' guidance to make sure it's budgeted properly.

Councilor Murdock would also like AYSO to be reached out to in regard to properly equipping them with the right size goals. She would like to approach this with a professional standard to provide organizations with the equipment they need.

Councilor McPhail agreed.

Mayor Jenkins was thrilled that this came before Council. She felt like the right thing to do would be to have two full new sets.

On a motion by Councilor McPhail, seconded by Councilor Godwin, Council moved to authorize staff to purchase two of the Soccer goal sets that were proposed to them.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Godwin: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 7-0.

- 9. Discussion, Consideration and Possible Direction to staff relating to the implementation of Utility Rate Adjustments as outlined in the Town's Water and Wastewater Rate Study/Analysis prepared by Economists.com. Staff Resource: Mike Showers**

Mr. Showers introduced Dan Jackson. Mr. Jackson previously presented the town's Water and Wastewater Rate Study/Analysis, but in taking a second look, and upon Council's request, several different adjustments were made to the rate recommendations. In addition, Town Staff was able to go back and revisit some of the CIP needs, and have added a few projects. Capital projects drive rate plans, but it is his desire to balance keeping rates as low as possible, while investing in the system to make sure it operates adequately. Mr. Jackson said the challenges that are being faced in Camp Verde are challenges that are being faced all over the world. Water rates are going up, and many of the reasons for this are beyond control. Using a PowerPoint presentation, Mr. Jackson shared with council the updated 2023 Water and Wastewater Rate Study/Analysis and Long-Term Financial Plan with the adjustments requested.

He presented to Council two Water Rate Scenarios-

Scenario I- Status Quo, which is based on the rate structure that is currently in place. It doesn't change the rate structure; it just does percentage increases each year.

Scenario II- Conservation Rate, which was presented to Council at the last meeting and has been tweaked a little bit based on feedback given.

In the Status Quo scenario, it was recommended that they do a series of staged increases on the base charge. These staged increases were provided to Council.

In the Conservation Rate scenario, it was recommended to set tiers that would give people an incentive to use less water.

Most customers would see a lesser increase under the conservation scenario.

Additionally, he presented one Wastewater Rate Scenario- Scenario I- Status Quo (Fixture Units)

He does not believe the data is adequate at this time for them to implement a volume-based wastewater rate, however, he does feel that as a long-term plan, they should consider doing that. It will be heavily depended on having accurate and adequate data.

Mr. Jackson recommended tackling one problem at a time. They'll get the revenue they need right now and come back later with more accurate data to discuss different options for wastewater.

The wastewater increases were also provided to Council. He recommended a five-year plan on these wastewater increases with one ordinance, one public hearing, one adoption, and 5 years of automatic adjustments.

He said realizes that it's never easy to ask rate payers to pay more, but there are many benefits on implementing this plan. Mr. Jackson shared with Council the steps that they would need to take to implement these rate plan changes.

Vice Mayor Moore directed her questions to Utilities Director Jeff Low. She stated that she would like to have a public forum about the water before they move forward with this. She felt the residences need to be onboard with this and be given the information necessary. It's her opinion that the conservation scenario would be the best bet. Her concern is senior citizens on a fixed income.

Councilor Godwin feels there would be a catastrophic fail if rates were kept the way they are today. There is a lot that needs to be done in the town's water, in which she finds the most important is conservation.

Councilor McPhail wondered if grants that have been applied for are received, can they stop/slow the rate increases. Mr. Low said yes. He would like to do a workshop in the 60-day period to educate the public.

Council continued to ask Mr. Low and Mr. Jackson questions to better understand the adjustments in the water and wastewater rates and what the benefits and repercussions would be for the Town of Camp Verde and citizens. Additionally, Council agreed that it's very important to educate the citizens on what's going on and why. They are doing their best to provide a quality service to the Town in both water and wastewater, however, it's a big process to get it there. They are not trying to be "for profit" in any of this but are trying to put all the money back into the systems so they're reliable.

Mayor Jenkins was glad to know that if grants were to be received, rate increases could

be amended. Additionally, she thought it was very important for citizens to understand that these increases would be primarily tied to infrastructure and not operational issues. She asked Mr. Showers if he gives his blessing on these rates and with them taking effect in January of Fiscal Year 2024.

Mr. Showers said the scenarios were not put in the budget because he recently received these numbers. A very close representation of these numbers was put in the budget from the original presentation to Council from Mr. Jackson. He feels they are just fine budget wise. He had some differing opinions from Mr. Jackson on some of the rate increases, but he does agree in most cases.

Public Comments:

Charlotte Salsman said she liked the idea of water conservation. She wonders why there isn't an option for smaller water usage, at a lower base price. She would also like to see sewer rates be based on water usage. Ms. Salsman feels people should be billed based on the water and wastewater that they're using. It's only fair.

To respond to Ms. Salsman, Vice Mayor Moore, Mr. Low, and Mr. Jackson shared that they will be getting the sewer rate based on water, but for several reasons, will not be done immediately. Additionally, they plan to merge water and wastewater. They do not agree with the fixture amount, but they are holding off to relook at this to make the best decision moving forward to do it right, rather than doing it quickly.

There was some confusion on the conversating with Ms. Salsman, as she had her three minutes to speak, and was opportunity to dialogue. It was decided to end the conversation with her.

Town Attorney Trish Stuhan told Council they did not have to decide at this meeting which scenario to move forward with; however, they did have to direct staff to proceed with a notice of intent. That would be the next step in moving this process forward.

Councilor Murdock wondered if they were able to change any of the rate structures presented to them after getting feedback from the public. Mr. Jackson told her that they could.

On a motion by Councilor Godwin, seconded by Councilor McPhail, Council moved to direct staff to post a notice of intent to increase water and wastewater utility rates based on the recommended scenarios.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Godwin: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 7-0.

Break: 8:22

Resume: 8:32 PM

10. Discussion, Consideration, and Possible Approval of Contract No. 23-177 for Engineering services for the 7th Street sidewalk CBDG Improvement Project in and amount not to exceed \$60,000. Staff Resource: Martin Smith

Town Project Manager Martin Smith told Council that they have a CBDG grant to improve the sidewalks. Staff is not resourced sufficiently to do the design in house, so they will need a full set of design plans. They are contracting out with an outside agency. They have selected Lions Engineering, as he feels they will be a good fit. Their proposal will be for a rate not to exceed \$60,000, which is just for the design engineering.

Councilor Escoffier asked the Town Attorney if she had the opportunity to go over the consultant agreement. Town Attorney Trish Stuhan responded and said that she did have the opportunity to look over the agreement and does have some recommendations. She feels the scope of work is great, but she has some revisions to the attachments.

Mr. Martin said they are slightly behind on the process, so he would like to see it moved forward and not be delayed.

Councilor Baker wondered about the CDGB grant and why they have money left over to do this project. Mr. Martin told her it was likely an inconsistency with the grant. They have the money in place, and the entire project needs to be done by October 2024.

On a motion by Councilor McPhail, seconded by Councilor Godwin, Council moved to approve Contract No. 23-177 in the form approved by the town attorney for Engineering services for the 7th Street sidewalk CDBG Improvement Project to Lion Engineering in the amount not to exceed \$60,000.

Roll Call Vote:

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

Motion Carried 7-0.

Councilor Murdock would like updates on any changes in the contract.

11. **Discussion, Consideration, and Possible Approval of Resolution 2023-1117; A Resolution of the Mayor and Town Council of the Town of Camp Verde, Arizona, authorizing the acquisition of certain real property in the Town located near west Head Street and south First Street, Yavapai County Parcel Nos. 404-28-055N, 404-28-062C, and 404-28-062B, for the purpose of providing municipal services, and authorizing and directing the Mayor, Town Manager, and Town Attorney to acquire title to certain parcels of real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed the fair market value of the property, plus acquisition and closing costs.** Staff Resource: Barbara Goodrich

Ms. Goodrich shared with Council that the purchasing of this property would be to ultimately relocate Camp Verde Town Hall as a longer-term growth strategy for the town. This parcel is located next to two other town owned properties. There are no plans, dates, or budget in place for this property, but rather they are purchasing it now to utilize later.

Councilor Godwin spoke in opposition of relocating Town Hall, Town Offices, and the Town Gazebo on Main Street as they are the cultural center of the town. She feels most towns don't have a city center like Camp Verde does. Additionally, she is not a fan of starting something new before they have other projects completed. She feels the money could be utilized in a better way for the town.

Mayor Jenkins expanded on what Ms. Goodrich previously said. She stated that this opportunity to purchase this property may be something that doesn't pass by them again. She wants to take advantage of the opportunity to grab hold of this property for whatever purpose they choose, as this town and the operations needed to run it are going to grow. She feels it's a good use of funds for the future of the Town of Camp Verde.

Councilor Murdock spoke in support of what Mayor Jenkins said. She doesn't intend on moving off Main Street all together, but she feels purchasing the property would be a smart move for the town.

Councilor Escoffier agreed as well.

Councilor McPhail said that the money is coming from ARPA funds, which is money they may never see again.

On a motion by Councilor Murdock, seconded by Councilor McPhail, Council moved to approve Resolution 2023-1117; A Resolution of the Mayor and Town Council of the Town of Camp Verde, Arizona, authorizing the acquisition of certain real property located near west Head Street and south First Street, Yavapai County Parcel Nos. 404-28-055N, 404-28-062C, and 404-28-062B, for the purpose of providing municipal services, and authorizing and directing the Mayor, Town Manager, and Town Attorney to acquire title to certain parcels of real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed the fair market value of the property, plus acquisition and closing costs.

Roll Call Vote:

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

Motion Carried 6-1.

12. **Discussion, Consideration, and Possible Approval of a real estate purchase contract between the Town of Camp Verde, Arizona and Brock and Kate Blevins for the purchase by the Town of certain real property in the Town located near west Head Street and south First Street, Yavapai County Parcel Nos. 404-28-055N, 404-28-062C, and 404-28-062B for an amount not to exceed \$790,000.00 and related closing costs.** Staff Resource: Barbara Goodrich

Ms. Goodrich said she doesn't have any comments to add regarding the purchase. She did want to let Council know that they do have a handout at their seat. They found some administrative changes from the title company, and they had to correct those. She will give the updated purchase agreement to the clerk.

Councilor Baker wondered if the funding for this purchase was through the federal monies, why are they having to contribute an additional \$10,000 from reserves. To which Ms. Goodrich responded, the appraisal came in at \$10,000 above the amount budgeted out of ARPA funds. She stated that it would come from reserves, but she will review that with Mr. Showers.

On a motion by Councilor Murdock, seconded by Councilor McPhail, Council moved to approve a real estate purchase contract between the Town of Camp Verde, Arizona and Brock and Kate Blevins for the purchase by the Town of certain real property in the Town located near west Head Street and south First Street, Yavapai County Parcel Nos. 404-28-055N, 404-28-062C, and 404-28-062B for an amount not to exceed \$790,000.00 with changes to the real estate purchase contract to purchase price line item number 2, line item 19 Arizona law, and to exhibit A legal description.

Roll Call Vote:

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

Motion Carried 6-1.

13. **Adjournment** Vice Mayor Moore adjourned the meeting at 8:54 PM.

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 August 2, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk

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Agenda Item Submission Form – Section I

Meeting Date: August 16th, 2023

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation

Requesting Department: Finance Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Approve Notice of Intent – Proposed Increase, Water and Wastewater Rates, Fees, or Services Charges.

List Attached Documents: 1) Notice of Intent

Estimated Presentation Time: 2 mins

Estimated Discussion Time: 5 mins

Reviews and Comments Completed by:

Town Manager: _____ Department Head: _____

Town Attorney Comments: _____

Risk Management: _____

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

Background Information: Per ARS 9-511 the Town must post a Notice of Intent on the Town website for at least 60 days before a public hearing on the possible increase of Town utility rates. It is felt that this Notice of Intent shall be formally approved by the Town Council. This information was generally agreed to by Council at the previous Council meeting held on August 3rd, 2023.

Recommended Action (Motion): Approve Notice of Intent – Proposed Increase, Water and Wastewater Rates, Fees, or Services Charges.

Instructions to the Clerk: Sign, date and post the approved Notice of Intent on the Town website prominently for at least 60 days prior to November 1st. This notice shall be posted along with the proposed rate increases and relevant cash flow information from those proposed rate increases.

TOWN OF CAMP VERDE

NOTICE OF INTENT – PROPOSED INCREASE WATER AND WASTEWATER RATES, FEES, OR SERVICE CHARGES

Pursuant to A.R.S. § 9-511.01, the Town of Camp Verde provides Notice of Intent to adopt utility rate adjustments as outlined in the Town’s Water and Wastewater Rate Study/Analysis prepared by Economists.com (the “Report”). The increased water/wastewater rates, rate components, fees, or services charges are generally related to capital investments.

This Notice of Intent is scheduled to be heard by the Town Council at its meeting on August 16th, 2023 at 6:30 p.m. The Town Council will also hold a public hearing at least sixty days after adoption of the notice of intent on November 1st, 2023, at 6:00 p.m., in which the public may comment on the rates, fees, or service charges. The Camp Verde Town Council will consider adoption of the new rates by resolution after the public hearing on November 1st, 2023. All meetings will be held at 473 S. Main Street, Suite 106, Camp Verde, Arizona.

A copy of this Notice of Intent will be posted on the Town’s website with a copy of the Report, data supporting changes to the Town’s rates, and cash flow projections at least thirty days prior to the public hearing.

IF APPROVED BY COUNCIL, THE RATES WILL BECOME EFFECTIVE ON JANUARY 1ST, 2023 AND ANNUALLY ADJUST THEREAFTER FOR THE NEXT 3 YEARS WITHOUT FURTHER ACTION OF COUNCIL AS SPECIFIED IN THE FEE SCHEDULE.

A copy of the Report, data supporting changes to the Town’s rates, and cash flow projections may be reviewed at the office of the Town Clerk of the Town of Camp Verde, at 473 S. Main St. during normal office hours, Monday through Thursday, 7:00 a.m. – 5:00 p.m. and Friday, 7:00 a.m. – 11:00 a.m.

Persons wishing to comment on the proposed changes may do so, in writing, prior to the meeting listed above or may testify in person at the meeting. The Town Council may adopt any of the water and wastewater rates, fees, or service charges at its meeting.

Dated this 16th day of August, 2023.

TOWN OF CAMP VERDE

Cindy Pemberton, Town Clerk

DATE POSTED ON TOWN WEBSITE: _____, 2023.

PUBLISHED ON _____ 2023 at _____ NOT LESS
THAN TWENTY DAYS BEFORE THE PUBLIC HEARING DATE



Agenda Item Submission Form – Section I

Meeting Date: August 16, 2023

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Work Session

Requesting Department: Economic Development

Staff Resource/Contact Person: Molly Spangler

Agenda Title (be exact): Discussion, consideration, and possible Approval to use related existing economic development grant revenue (up to \$15,840) to help fund Manzanita Outreach's mission to provide food assistance to the residents and workforce.

List Attached Documents: Proposal from Manzanita Outreach

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 5 minutes

Reviews and comments Completed by:

Town Manager: _____ Department Head: Molly Spangler

Town Attorney Comments: _____

Risk Management: _____

Finance Department

Fiscal Impact: Up to \$15,840

Budget Code: Existing grant revenues in Econ Dev Department **Amount Remaining:** _____

Comments:

Potential funding may come from:

- Verde Grown grant funds of \$1800. We currently have a little over \$1800 remaining from our Verde Grown efforts.
- Local Lovin grant funds of \$1700. We currently have \$1700 remaining in this account.
- USDA Workforce Grant funds – This is not a “sure thing” for our grant may be closed out. We are exploring extending this grant which could potentially allow for upwards of \$5,000-\$8,000 to be available. If approved by the USDA, those funds could be used for this.

Background Information:

Background:

Manzanita Outreach serves the Verde Valley and helps our residents with healthy food and access to food. Ben Burke, executive director of Manzanita Outreach, spoke reached out and discussed their need of \$15,840 to both continue their food assistance in Camp Verde as well as increase it to serve even more residents and workers in need of food. Annually, the communities of Cottonwood and Sedona provide Manzanita with support funding around \$20,000-\$25,000 each because it benefits their residents so significantly. They were not aware of the town's non-profit funding through our FY24 budget process but plan to seek funding through that process next year.

Currently Manzanita Outreach, in addition to helping schools, is providing food to upwards of 850 Camp Verde residents: 184 households (630 CV residents) through drive thru services and another 60 households (219 CV residents) through the home delivery program. Additionally, since Cornucopia dissolved, Manzanita Outreach is working to take on the Verde Valley Food Policy Council (to be rebranded as the Verde Valley Food Systems) with the goal of making the region more food secure.

Manzanita currently has a partnership agreement with DoorDash to provide home delivery of food at a total cost of \$6.60 per delivery, including administration. DoorDash is covering the costs through September, after which new funding will have needed to be secured or the service will no longer be offered.

With additional outreach, Manzanita believes they can grow the home delivery service to 200 households (currently 60 households) in Camp Verde, or about 720 (currently 219) Camp Verde residents. They estimate the total cost to run the Home Delivery Program over a 12-month period would be \$15,840, or \$1,320/monthly. Each household will receive approximately 25 pounds of fresh produce, 13 pounds of non-perishable pantry-stable foods, and a case of water (approximately 20 pounds on average). Additionally, through a partnership with Camp Verde Head Start, approximately 24 families will also receive an additional 36 pounds of kid-friendly food, also delivered to their door.

With a Town investment of \$15,840, Manzanita estimates they will distribute 12,464 pounds of food and water each month to low-income Camp Verde residents, or 149,568 pounds per year.

Manzanita routinely works with Camp Verde farmers to purchase local food. They are supporting the workforce, our local growers, and our food insecure community members. Since the FY24 Town Council's non-profit budget allocation process is over, we propose using some existing grant revenues within the economic development department that aligns with this mission. Currently only \$3,500 is available, but potentially additional funds may be available through a USDA grant extension to fill the gap. Below are the proposed funds:

- Verde Grown grant funds of \$1800. We currently have a little over \$1800 remaining from our Verde Grown efforts. Since Manzanita is supporting our local growers, these funds align with the intended use.

- Local Lovin grant funds of \$1700. We currently have \$1700 remaining in this account. Since this supports our local growers and local workforce, these funds align with the intended use.
- USDA Workforce Grant funds – We are currently exploring if and how to extend this grant which could potentially allow for additional funds to be available. If that's approved by the USDA, those funds can be used for Manzanita support well because they align with the overall purpose of the grant.

Future Funding: In the future, Manzanita Outreach will be seeking funding from the Town's non-profit allocation for FY25.

Additional People in Attendance: Ben Burke, Manzanita Outreach Executive Director, will be at the meeting to present and address questions.

Recommended Action (Motion): Approval to use existing economic development department grant revenue (up to \$15,840) to support Manzanita Outreach's provision of food assistance to residents and local workforce.

Instructions to the Clerk:



Town of Camp Verde Town Council Proposal Information

Proposal: Manzanita Outreach is seeking funding from the Town of Camp Verde to maintain and expand home delivery of food assistance to the Camp Verde community.

Urgent Need: Manzanita's DoorDash sponsorship expires in September. New funding is needed to continue and expand the program.

Program: Home Delivery Program (Camp Verde)
Description: Hub-and-spoke, home delivery of food
Monthly Families Served: 84
Monthly Individuals Served: 291
Site Partner: Camp Verde High School
Food Sources: St. Mary's Food Bank, Local Farmers
Distribution Partner: DoorDash; \$6.60 / delivery, including admin

Primary categories of Camp Verde residents that receive home delivery:

1. Homebound or mobility-challenged seniors (~60%)
2. Working families who struggle to attend other food assistance programs that operation during the work-week (~30%)
 - a. Source = Partnership with Head Start
3. Other individuals and families that are transportation-challenged (~10%)



Town of Camp Verde Town Council Proposal Information

Program Capacity:	200 households; 700 individuals
12 Month Operating Cost:	\$15,840.
Pounds of Food & Water:	149,568
Cost / Pound:	\$0.10
Economic Value of Food:	\$437,486 (USDA & Feeding America data)

This figure does not take into account the fact that some of the produce that will be distributed to Camp Verde residents is being purchased at fair market value through a federal reimbursement program by Manzanita Outreach. Farmers from across the county, including those in Camp Verde, are customers of ours.

Utilizing DoorDash to make the deliveries not only reduces our administrative burden and increases reliability, but it also provides income that is going DIRECTLY back to Camp Verde residents:

- Approximately 70% of the \$6.60 cost per delivery will be provided to the DoorDash delivery driver.
- 100% of DoorDash drivers in our Camp Verde distributions are Camp Verde residents.
- 40% of DoorDash drivers in our Camp Verde distributions have received food assistance from Manzanita.

This would mean a \$15,840 investment in this program would provide residents of Camp Verde:

- 149,568 pounds of food and water
- \$437,486 in economic value of food
- \$11,088 in wages to Camp Verde residents as DoorDash drivers



Other Manzanita Programs Relevant to Camp Verde

Program: Community Food Sharing

Description: Drive-through food share serving upwards of 100+ pounds of food per family in a safe and efficient manner, three times per month. In addition to the Home Delivery Program, this program serves 184 Camp Verde households, or 630 Camp Verde Residents, monthly.

Program: Verde Valley Food Systems Network

Description: With a shared goal to make the Verde Valley the first quantitatively food secure region in the United States, this network will collaborate to identify gaps, secure additional resources, and collaboratively address food insecurity with a long-term approach. The Network will consist of players from across the food systems landscape, and will provide meaningful information to all municipalities for their use in grant writing, strategic planning, and decision making.

Program: School Supplies for Teachers

Description: Provides teachers with school supplies to reduce the amount of money they spend on their students and classrooms. School supply cabinets are filled with school supplies by Manzanita Outreach volunteers, delivered to the schools, and serviced (filled up, items adjusted) on a recurring basis throughout the school year. This program is currently serving Camp Verde Middle School and Camp Verde Elementary School (~60 teachers & ~1,000 students).



Other Manzanita Programs Relevant to Camp Verde

- Program:** MO Packs for Teachers
Description: Provides teachers with a box of healthy and hearty snacks for their classrooms. One snack box is provided each month to every teacher at each participating school. This program is currently serving Camp Verde Elementary School, Camp Verde Middle School, Camp Verde High School, American Heritage Academy, Camp Verde Online Accommodations School, and United Christian School (~125 teachers & ~1,600 students). Additionally, this program has supported Camp Verde's Parks and Recreation Summer Camps.
- Program:** Verde Valley Neighborhood Food Project
Description: In partnership with the Camp Verde Public Library, this program will service smaller food pantries in Camp Verde with non-perishable foods donated by and collected by Camp Verde residents. Currently operating in Sedona, the Village of Oak Creek, and Cottonwood, this program just launched this month in Camp Verde.
- Program:** MOHelp.org
Description: A collaboration of Manzanita Outreach, Yavapai County Community Health Services, and the Yavapai County Free Library District. This is an online resource database to discover where and when to find basic needs resources available in Yavapai County. Since 2019, nearly 900 unique Camp Verde households have visited the site.

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Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Public Works

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

Agenda Title (be exact): Discussion, Consideration, and Possible Award of Bid #23-175, CV Schools Traffic Improvements Project in the amount of \$283,635.13

List Attached Documents: Bid results, McDonald Bros. bid tab, project contract

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 15 minutes

Reviews and comments Completed by:

Town Manager: Ted Soltis Department Head: Ken Krebbs

Town Attorney Comments: _____

Risk Management: _____

Finance Department
Fiscal Impact:
Budget Code: 03-480-20-804000 **Amount Remaining:** \$175,000
Comments: _____

Background Information: This is a joint project with Camp Verde Unified School District to install roadway improvements on Camp Lincoln Road west of Montezuma Castle Highway. The improvements include a right turn lane from eastbound Camp Lincoln Road onto Montezuma Castle Highway, a right turn lane on westbound Camp Lincoln Road into the elementary school, as well as minor drainage improvements. Town staff has coordinated with District staff to ensure their concerns and needs have been met. Staff sent the project out for open bid with completed bids expected back on August 3, 2023.

Staff received 2 bids for this project. The lowest responsive bid was by McDonald Bros. Construction in the amount of \$283,635.13.

Recommended Action (Motion): Move to award Bid #23-175, CV Schools Traffic Improvement Project to McDonald Bros. Construction in the amount of \$283,635.13.

Instructions to the Clerk:



In Attendance:

Martin Smith - Town of Camp Verde

Patty Mancini - Town of Camp Verde

Representative from Standard Construction



Town of Camp Verde

Gateway To the Verde Valley
 395 S. Main Street
 Camp Verde, Arizona 86322
 Telephone: 928.554.0872
 www.campverde.az.gov

Camp Verde School Traffic Improvements Project - Revised Itemized Bid Tab (2)

No.	Description	Unit	Quantity	Cost	Total
G1	Mobilization	LS	1	\$ 12,449.39	\$ 12,449.39
G2	Construction Survey	LS	1	\$ 10,249.03	\$ 10,249.03
G3	Traffic Control	LS	1	\$ 11,140.76	\$ 11,140.76
G4	Quality Control / Testing (*See notes below)	LS	1	\$ 5,529.85	\$ 5,529.85
G5	Erosion Control per approved plans	LS	1	\$ 2,895.21	\$ 2,895.21
D1	Saw cut asphalt, concrete curb, or concrete sidewalk	LF	613	\$ 2.82	\$ 1,728.66
D2	Remove and dispose asphalt pavement	SY	326	\$ 8.71	\$ 2,839.46
D3	Remove and dispose single curb	LF	130	\$ 10.92	\$ 1,419.60
D4	Remove and dispose concrete sidewalk	SF	528	\$ 2.97	\$ 1,568.16
D5	Remove and dispose catch basin	EA	1	\$ 7,101.36	\$ 7,101.36
D6	Remove and dispose riprap	SF	355	\$ 3.53	\$ 1,253.15
D7	Remove and salvage existing sign	EA	4	\$ 115.81	\$ 463.24
D8	Obliterate existing asphalt striping	LF	328	\$ 2.31	\$ 757.68
D9	Remove existing trees as necessary	EA	3	\$ 855.44	\$ 2,566.32
S1	Install 24" HDPE pipe	LF	100	\$ 125.64	\$ 12,564.00
S2	Install Type F catch basin per MAG Std. Det. 535	EA	1	\$ 7,064.31	\$ 7,064.31
S3	Install riprap, D50=6", 12" thick	SF	25	\$ 33.95	\$ 848.75
S4	Install 60" storm drain manhole per MAG Std. Dets. 423-2, 520, & 522	EA	1	\$ 14,684.95	\$ 14,684.95
S5	Roadway earthwork	CY	70	\$ 536.69	\$ 37,568.30
S6	Scarify, water condition, and recompact 8" subgrade	SY	600	\$ 12.01	\$ 7,206.00
S7	Install 6" aggregate base course	SY	600	\$ 39.92	\$ 23,952.00
S8	Install 6" curb per MAG Std. Det. 222, Type A	LF	308	\$ 42.16	\$ 12,985.28
S9	install curb termination per MAG Std. Det. 222	EA	1	\$ 516.50	\$ 516.50
S10	Install valley gutter per MAG Std. Det. 240, modified for width. W=3'	LF	352	\$ 42.11	\$ 14,822.72
S11	Install curb ramp per detail in approved plans	EA	1	\$ 3,477.14	\$ 3,477.14
S12	Install 4" concrete sidewalk per MAG Std. Det. 230	SF	400	\$ 19.86	\$ 7,944.00
S13	Install bituminous tack coat, Type SS-1H	SY	600	\$ 4.78	\$ 2,868.00
S14	install 4" asphalt pavement	SY	600	\$ 59.62	\$ 35,772.00
S15	Install asphalt thickened edge per MAG Std. Det. 201, Type A	LF	209	\$ 9.51	\$ 1,987.59
S16	Adjust survey marker per MAG Std. Det. 120	EA	2	\$ 579.04	\$ 1,158.08
S17	Adjust manhole frame and cover per MAG Std. Det. 422	EA	1	\$ 1,334.11	\$ 1,334.11
S18	Install 4" wide painted double yellow centerline, 2 coats high build paint	LF	540	\$ 0.97	\$ 523.80
S19	Install 6" wide painted white shoulder line, 2 coats high build paint	LF	990	\$ 0.67	\$ 663.30
S20	Install 8" wide painted white lane line, 2 coats high build paint	LF	600	\$ 0.95	\$ 570.00
S21	Install thermoplastic "Right" turn arrow	EA	4	\$ 139.55	\$ 558.20
S22	Install thermoplastic "Left" turn arrow	EA	2	\$ 177.19	\$ 354.38
S23	Install thermoplastic "Only" symbol	EA	3	\$ 212.32	\$ 636.96
S24	Install 18" wide white thermoplastic stop bar	LF	25	\$ 11.81	\$ 295.25
S25	Install 12" wide white thermoplastic crosswalk striping per ADOT Std. Det. M-2	LF	107	4.19	\$ 448.33
S26	Install 24" wide white thermoplastic crosswalk striping per ADOT Std. Det. M-2	LF	110	8.32	\$ 915.20




Town of Camp Verde

Gateway To the Verde Valley
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 www.campverde.az.gov

S27	Relocate existing sign per MAG Std. Det. 131, Type A	EA	4	\$ 579.04	\$ 2,316.16
S28	Install new sign and post per MAG Std. Det. 131, Type A	EA	2	\$ 926.47	\$ 1,852.94
Subtotal:					\$ 257,850.12
10% Owner Allowance:					\$ 25,785.01
TOTAL:					\$ 283,635.13

Notes:

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



 Signature of Company Official

Vice President

 Title

McDonald Bros. Construction Inc.

 Company Name

1535 S. Quarterhorse Lane

 Address

Camp Verde, AZ 86322

 City/State/Zip

8/3/2023

 Date Signed

928-567-3539

 Phone Number

928-567-6171

 Fax Number

mcdonald@mcdonaldbrosaz.com

 Email Address



Town of Camp Verde
 Gateway To the Verde Valley
 395 S. Main Street
 Camp Verde, Arizona 86322
 Telephone: 928.554.0872
 www.campverde.az.gov

Camp Verde School Traffic Improvements Project - Revised Itemized Bid Tab (2)

No.	Description	Unit	Quantity	Cost	Total
G1	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00
G2	Construction Survey	LS	1	\$ 15,000.00	\$ 15,000.00
G3	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
G4	Quality Control / Testing (*See notes below)	LS	1	\$ 10,000.00	\$ 10,000.00
G5	Erosion Control per approved plans	LS	1	\$ 4,000.00	\$ 4,000.00
D1	Saw cut asphalt, concrete curb, or concrete sidewalk	LF	613	\$ 6.00	\$ 3,678.00
D2	Remove and dispose asphalt pavement	SY	326	\$ 25.00	\$ 8,150.00
D3	Remove and dispose single curb	LF	130	\$ 15.00	\$ 1,950.00
D4	Remove and dispose concrete sidewalk	SF	528	\$ 10.00	\$ 5,280.00
D5	Remove and dispose catch basin	EA	1	\$ 1,200.00	\$ 1,200.00
D6	Remove and dispose riprap	SF	355	\$ 12.00	\$ 4,260.00
D7	Remove and salvage existing sign	EA	4	\$ 100.00	\$ 400.00
D8	Obliterate existing asphalt striping	LF	328	\$ 3.50	\$ 1,148.00
D9	Remove existing trees as necessary	EA	3	\$ 1,500.00	\$ 4,500.00
S1	Install 24" HDPE pipe	LF	100	\$ 275.00	\$ 27,500.00
S2	Install Type F catch basin per MAG Std. Det. 535	EA	1	\$ 12,000.00	\$ 12,000.00
S3	Install riprap, D50=6", 12" thick	SF	25	\$ 30.00	\$ 750.00
S4	Install 60" storm drain manhole per MAG Std. Dets. 423-2, 520, & 522	EA	1	\$ 14,000.00	\$ 14,000.00
S5	Roadway earthwork	CY	70	\$ 75.00	\$ 5,250.00
S6	Scarify, water condition, and recompact 8" subgrade	SY	600	\$ 10.00	\$ 6,000.00
S7	Install 6" aggregate base course	SY	600	\$ 30.00	\$ 18,000.00
S8	Install 6" curb per MAG Std. Det. 222, Type A	LF	308	\$ 40.00	\$ 12,320.00
S9	Install curb termination per MAG Std. Det. 222	EA	1	\$ 350.00	\$ 350.00
S10	Install valley gutter per MAG Std. Det. 240, modified for width. W=3'	LF	352	\$ 70.00	\$ 24,640.00
S11	Install curb ramp per detail in approved plans	EA	1	\$ 2,500.00	\$ 2,500.00
S12	Install 4" concrete sidewalk per MAG Std. Det. 230	SF	400	\$ 15.00	\$ 6,000.00
S13	Install bituminous tack coat, Type SS-1H	SY	600	\$ 5.00	\$ 3,000.00
S14	Install 4" asphalt pavement	SY	600	\$ 93.00	\$ 55,800.00
S15	Install asphalt thickened edge per MAG Std. Det. 201, Type A	LF	209	\$ 35.00	\$ 7,315.00
S16	Adjust survey marker per MAG Std. Det. 120	EA	2	\$ 1,000.00	\$ 2,000.00
S17	Adjust manhole frame and cover per MAG Std. Det. 422	EA	1	\$ 1,000.00	\$ 1,000.00
S18	Install 4" wide painted double yellow centerline, 2 coats high build paint	LF	540	\$ 1.20	\$ 648.00
S19	Install 6" wide painted white shoulder line, 2 coats high build paint	LF	990	\$ 1.20	\$ 1,188.00
S20	Install 8" wide painted white lane line, 2 coats high build paint	LF	600	\$ 1.20	\$ 720.00
S21	Install thermoplastic "Right" turn arrow	EA	4	\$ 200.00	\$ 800.00
S22	Install thermoplastic "Left" turn arrow	EA	2	\$ 200.00	\$ 400.00
S23	Install thermoplastic "Only" symbol	EA	3	\$ 250.00	\$ 750.00
S24	Install 18" wide white thermoplastic stop bar	LF	25	\$ 9.50	\$ 237.50
S25	Install 12" wide white thermoplastic crosswalk striping per ADOT Std. Det. M-2	LF	107	\$ 4.50	\$ 481.50
S26	Install 24" wide white thermoplastic crosswalk striping per ADOT Std. Det. M-2	LF	110	\$ 11.00	\$ 1,210.00



Town of Camp Verde

Gateway To the Verde Valley

395 S. Main Street

Camp Verde, Arizona 86322

Telephone: 928.554.0872

www.campverde.az.gov

S27	Relocate existing sign per MAG Std. Det. 131, Type A	EA	4	\$ 150.00	\$ 600.00
S28	Install new sign and post per MAG Std. Det. 131, Type A	EA	2	\$ 300.00	\$ 600.00
Subtotal:					\$ 310,626.00
10% Owner Allowance:					\$ 31,062.60
TOTAL:					\$ 341,688.60

Notes:

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

Signature of Company Official

Vice President

Title

Standard Construction Company, Inc.

Company Name

810 E. Western Avenue

Address

Avondale, AZ 85323

City/State/Zip

8/3/2023

Date Signed

623-583-9500

Phone Number

N/A

Fax Number

dsutton@standardaz.com

Email Address



TOWN OF CAMP VERDE
PROJECT BIDDING PACKET / AGREEMENT DOCUMENTS
Town of Camp Verde School Traffic Improvements Project
PROJECT NO. 23-175

Town Council

Dee Jenkins, Mayor
Marie Moore, Vice Mayor
Jackie Baker, Council Member
Wendy Escoffier, Council Member
Robin Godwin, Council Member
Cris McPhail, Council Member
Jessie Murdock, Council Member

Interim Town Manager

Barbara Goodrich

Engineer

Kimley Horn and Associates, Inc.

Town Project Manager

Martin Smith

July 2023

Project Number 23-175

TABLE OF CONTENTS – PROJECT BIDDING PACKET / AGREEMENT DOCUMENTS

Notice to All Bidders:

All items and documents contained in or included with this Bidder Packet and shown in this Table of Contents are a part of the Agreement Documents and are to be followed and/or completed by those bidding this Project as required portions of the said Agreement Documents, which term may also be referred to as the “Agreement” herein. Be careful to utilize and include the Bid Submittal Checklist with your Bid Submission to assure that your Bid is complete and acceptable. Any items not submitted that are shown as mandatory items on the Bid Submittal Checklist will mean the immediate rejection of that particular Bidder Packet as incomplete and that particular Bid will not be accepted by the Town of Camp Verde.

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INVITATION FOR BIDS

Town of Camp Verde - Project Number 23-175 TOWN OF CAMP VERDE SCHOOL TRAFFIC IMPROVEMENTS PROJECT

The Town of Camp Verde is requesting written Bids (“Bids”) from qualified contractors (“Contractors”) to furnish all labor, materials, equipment, fixtures, and services required for the construction of roadway improvements on Camp Lincoln Road beginning at Montezuma Castle Highway to approximately 700’ west of Montezuma Castle Highway, Camp Verde, Arizona, in accordance with the Plans, Specifications and Agreement documents. The project consists of the installation of a right turn lane into Camp Verde Elementary School, right turn lane onto Montezuma Castle Highway, drainage improvements, and related work as required. It is the intention of the Town of Camp Verde to enter into a Contract for the proposed Construction. Work includes but not limited to, earthwork; asphalt, curb, and sidewalk removal and replacement; storm drain installation; street striping and signage work per the Project documents, Plans and Technical Specifications included in this Agreement. This project will require Federal Davis Bacon Wage Standards and "Buy American" requirements. Project Specifications, Provisions, and drawings will be available at the following website: <http://www.PublicPurchase.com> All proposals shall be submitted in accordance with the INSTRUCTIONS FOR BIDDING included on the website. All questions regarding the Project Specifications, Bidding Process, or General Information shall be in writing, submitted through [Public.Purchase.com](http://www.PublicPurchase.com). No other questions will be addressed. Bidders shall be responsible for all licenses, permits, insurance, taxes and bonds required by the TOWN and the State of Arizona that apply to the performance of this contract. The Town of Camp Verde reserves the right to reject any or all bids, to waive formalities, and to accept the bid deemed to be in the best interest of the TOWN.

Project Bidding Schedule and Information:

Optional Pre-Bid Meeting : July 12, 2023 beginning at 9:00 a.m.

Optional Pre-Bid Meeting Location: 410 Camp Lincoln Road. Camp Verde, Arizona 86322

Bid Submittal Date: Thursday August 3, 2023 by 1:00 p.m.

Bid Submittal Location: Town of Camp Verde Public Works Department 395 South Main Street Camp Verde, Arizona 86322

All Bid Submittals shall be in a sealed envelope clearly marked as Town of Camp Verde School Traffic Improvements Project , Attention: Public Works Department and shall be submitted at the time and place shown above. All Bid Submittals shall be in writing (not digital or electronic) and in accordance with the Instructions for Bidding as specified in the Project Bidding Packet / Agreement Documents.

It is the intent of the Town of Camp Verde to award the bid to the lowest responsible bidder responsive to this solicitation, however, the Town of Camp Verde reserves the right to reject any or all bids, or to waive formalities, or to accept the bid deemed to be in the best interest of the Town of Camp Verde. The Contractor shall issue a bid to provide the necessary labor, materials, equipment, fixtures, licenses, permits, insurance, bonds, and all related items and services required to complete the infrastructure improvements as described in the Scope of Work, General and Special Provisions, Plans and Specifications, etc. included in or with the Project Bidding Packet / Agreement Documents. These items all together comprise the complete Project Bidding Packet / Agreement Documents and are part of this Invitation for Bids.

GENERAL BIDDER INFORMATION

Project Description

The Project # 23-175 known as the Town of Camp Verde School Traffic Improvements Project , is the construction of roadway improvements on Camp Lincoln Road beginning at Montezuma Castle Highway to approximately 700' west of Montezuma Castle Highway, Camp Verde, Arizona, in accordance with the Plans, Specifications and Agreement documents. The project consists of the installation of a right turn lane into Camp Verde Elementary School, right turn lane onto Montezuma Castle Highway, drainage improvements, and related work as required. It is the intention of the Town of Camp Verde to enter into a Contract for the proposed Construction. Work includes but not limited to, earthwork; asphalt, curb, and sidewalk removal and replacement; storm drain installation; street striping and signage

Project Registration and Documents

The Town of Camp Verde is requesting bids ("Bids") from qualified contractors ("Contractors") for the Project known as "Town of Camp Verde School Traffic Improvements Project ". Interested contractors must register in order to bid this Project (at no cost) at www.publicpurchase.com Instructions to complete this process can be found on the Town of Camp Verde Web Site at: www.campverde.az.gov Contractors/Bidders registered with Public Purchase for the purposes of bidding this Project must also register with the Town of Camp Verde through this site. The Project Bidding Packet / Agreement Documents, as well as the plans and specifications for this Project are only available for download at: www.PublicPurchase.com. The Town of Camp Verde will not provide paper documents for the purposes of bidding this Project. All Bid Documents, including the Project Bidding Packet / Agreement Documents, as well as the plans, specifications, addenda or clarifications for this Project will only be available electronically through www.publicpurchase.com

Project/ Bidding Questions and Contacts

Until the formal bid submittal, the only method to contact the Town of Camp Verde Public Works is through the public purchase web site at: www.publicpurchase.com If any person submitting a bid for the proposed Project has a question on any part of the information provided within the Project Bidding Packet / Agreement Documents, Plans and Specifications, etc., they may submit their question(s) for answers/clarifications, or corrections to the public purchase website at: www.publicpurchase.com specifically for this Project. Any answers/clarifications, or corrections made to any portion of the Project Bidding Packet / Agreement Documents, Plans and Specifications, etc. by the Town of Camp Verde in response to the Contractor's/Bidder's questions shall be delivered to all qualified bidders responding to the Invitation for Bids for the Town of Camp Verde Project Number 23-175 via the Public Purchase Website. Bidders are responsible for keeping themselves up to date via the Public Purchase Website as to any and all answers/clarifications, corrections, or Addendums made with regards to the Project Bidding Packet / Agreement Documents, Plans and Specifications, etc. for this Project. Any e-mails, phone calls or verbal communication outside of the Public Purchase Website will be considered unofficial and shall go un-answered. Any and all questions by qualified bidders must be submitted no later than Friday, July 5, 2023 by 5:00 p.m.

Pre-Bid Meeting

The Optional Pre-Bid Meeting will begin on July 12, 2023, promptly at 9:00 a.m at 410 Camp Lincoln Road. Camp Verde, Arizona 86322.

Bid Submission

Bids must be completed on the forms provided and all applicable bid forms must be submitted; substitutions will not be accepted. All Bid Submittals shall be in a sealed envelope clearly marked as "Town of Camp Verde School Traffic Improvements Project", Town of Camp Verde Project Number 23-175, Attention: Public Works Department and shall be submitted at 395 S. Main Street in Camp Verde, Arizona 86322 before Wednesday, August 3, 2023 at 3:00 p.m. local Arizona time. Any bid submission delivered after this date/time will be returned to the bidder unopened. Your final or total offer must be on the Project Item Bid Schedule provided as a total bid amount including the appropriate sales tax in order for your final bid to be accepted. All bids not including or using the Project Item Bid Schedule as the final or total offer will be returned to bidder as a rejected bid. All Bid Submittals must include all the completed Agreement Documents listed as Mandatory Items on the Bid Submittal Checklist or they will be returned to the bidder as a rejected bid. All bid submissions must be accompanied with a bid bond in the amount of 10% of your total bid. Bid bonds must be executed by a duly licensed corporate surety in the State of Arizona and be made payable to the Town of Camp Verde. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Camp Verde in the event the bid is accepted by the Town of Camp Verde, and the successful bidder fails to execute and deliver to the Town of Camp Verde the completed Agreement Documents within 10 days after the Agreement is awarded to the successful bidder.

Award

The Town Council *may* award the Agreement to the lowest responsible bidder responsive to this Bid Invitation. The award shall occur at the next available regular scheduled meeting of Mayor and Town Council at the Town of Camp Verde Council Chambers, 473 South Main Street, Camp Verde, Arizona 86322. The Town of Camp Verde reserves the right to reject any or all bids, re-schedule award/council meeting dates, to waive any and all formalities, and to accept the bid deemed to be in the best interest of the Town of Camp Verde. That Bidder being awarded the Project shall be notified of this meeting time, date, and place via a formal Notice of Award to be issued by the Town of Camp Verde Public Works Department.

Project Bonding and Notice to Proceed

The Town of Camp Verde shall contact the successful Contractor/Bidder once the Project is formally awarded by the Town of Camp Verde Council and Mayor to schedule a pre-construction meeting with Public Works and Contractor. At this meeting, the Contractor shall provide the Town of Camp Verde with 100% performance and payment bonds for the total Project amount as well as a finalized Project Work Schedule. Prior to this meeting, the Contractor shall provide a tentative detailed Project Work Schedule for review and acceptance by the Public Works Department. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the , the pre-construction meeting shall then be scheduled. At this pre-construction meeting, the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall provide the Contractor/Bidder with a formal Notice to Proceed with the Project starting dates, term of Project, and Project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Public Works Department at this pre-construction meeting agreeing on the Project start dates, the term of Project, and the Project completion dates.

AGREEMENT GENERAL PROVISIONS

Project Description

The Contractor shall provide the necessary labor, materials, equipment, fixtures, licenses, insurance, bonds, permits, and services required to complete Project Number 23-175 known as “Town of Camp Verde School Traffic Improvements Project”, which is the construction of roadway improvements on Camp Lincoln Road beginning at Montezuma Castle Highway to approximately 700’ west of Montezuma Castle Highway, Camp Verde, Arizona, in accordance with the Plans, Specifications, and Agreement documents. The project consists of the installation of a right-turn lane into Camp Verde Elementary School, right-turn lane onto Montezuma Castle Highway, drainage improvements, and related work as required.

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

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

General

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

Personnel

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

Work Site Safety

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

Representative or Agent, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Town of Camp Verde's Agent or Representative.

- d. Contractor shall confine equipment, storage of materials and operation of Work to the limits directed by Town of Camp Verde's Representative or Agent and shall follow the Town of Camp Verde's instruction regarding use of the Project premises.
- e. Contractor shall be responsible for the security of equipment and materials on the jobsite and shall do their utmost to prevent damage to all during construction. The Contractor shall be responsible for the adequate replacement or repair of any damages items, equipment, and materials on the jobsite for the duration of the Project.
- f. All demolition/removal included in this agreement shall be in accordance with all laws, rules and regulations in regards to safety, insurance, and local ordinances. Items removed shall be disposed of or salvaged in the manner denoted on the construction plans.
- g. Automotive vehicles and other mechanized equipment are to be locked and/or disabled when parked and unattended to prevent unauthorized use. The Town of Camp Verde shall not accept any liability or responsibility in any damage which may be sustained by any vehicle, machinery, or equipment; or injury to any employee, agent, representative or guest of the Contractor, regardless of cause.

Subcontractors

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

Site Protection/Restoration

- a. The Contractor shall be responsible for verifying and maintaining existing site conditions. Site cleanliness and the Stormwater Pollution Prevention Plan (SWPPP) and its Best Management Practices and Reporting is to be maintained at a level satisfactory to the Town of Camp Verde and in compliance with the Plans and Specifications on a daily basis. Any costs for site clean-up or SWPPP maintenance and repair incurred by the Town of Camp Verde due to the Contractor not performing these tasks on a daily basis, shall be charged to the Contractor.
- b. The Contractor shall protect from damage all existing improvements, utilities, vegetation, etc., and shall repair damage resulting from failure to comply with requirements of this Agreement or the failure to exercise reasonable care in the performance of the Work, at no cost to the Owner.
- c. Littering of the site shall not be permitted. All waste materials shall be promptly disposed of in a proper manner and removed from the site by the Contractor. At the end of each day, the Contractor shall clean areas where Work is taking place so that no accumulation of any debris

occurs. Any hazardous waste caused by or resulting from the Work shall be disposed of in compliance with all applicable laws and regulations.

- d. Upon completion of the Project the Contractor is to remove any Contractor's tools, construction equipment, machinery, etc. and leave the site free of debris, dirt and aggregate piles, waste materials and litter.
- e. Contractor shall obtain the Town of Camp Verde's written consent prior to bringing onto the Work site any environmental pollutants or hazardous substances, or hazardous materials. The Contractor, at all times, shall:
 - I. Properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state and local laws and regulations; and
 - II. Be responsible for any/all spills, releases, discharges, or leaks of or from environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
 - III. Promptly clean up, without cost to the Town of Camp Verde, such spills, releases, discharges, or leaks to the Town of Camp Verde's satisfaction and in compliance with all federal, state and local laws and regulations;
- f. As part of the Final Completion notice, the Contractor shall notify the TOWN that all environmental pollution caused by the Contractor, or those under his supervision, has been disposed of in accordance with all applicable rules, regulations, laws and statutes of all agencies having jurisdiction over such environmental pollution.
- g. The Contractor shall immediately notify the Town of Camp Verde of any hazardous substances(s) which the Contractor causes, discovers or encounters during performance of the Work required by this Agreement. The Contractor shall immediately cease working in the area of the Project where a hazardous substance(s) has been caused or discovered. The Contractor shall then notify the Town of Camp Verde of the hazardous substance(s). Upon being notified by the Contractor of the presence of hazardous substance(s) on the Project site, the Town of Camp Verde shall arrange for proper removal, remediation and/or disposal of such hazardous substance(s). Items caused by the Contractor shall be the financial responsibility of the Contractor once remediated by the Town of Camp Verde.

Administration of the Agreement

- a. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall have access to the Work at all times.
- b. A. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will act on behalf of the Town of Camp Verde to provide administration of this Agreement during construction and through the two-year Warranty period of the Work. A. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff may rely on his Designee(s) to perform these tasks.
- c. The Contractor shall keep one copy of the complete Agreement Documents on site throughout the Project, including the Plans, Specifications, Change Orders and Addenda, in good order and marked "current" recording all field changes and selections made during construction, and provide access to these documents to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee(s).

- d. The Town of Camp Verde Public Works Department, Town Project Manager, and/or his designee(s) will visit the site at intervals appropriate to the stage of completion of the Work to be informed of the progress and quality of the Work completed and to determine if the Work performed is in accordance with these Agreement Documents. The Town of Camp Verde will neither have control over or charge of, nor be responsible for the construction means, method, techniques, sequence or procedures in connection with performance of the Work except where applicable.
- e. Communications from the Contractor seeking information about the plans, specifications, submittals required by this Agreement, materials testing, measurement of Work for payment, schedule and schedule changes, progress of the Work, correction of defective Work, punch lists or similar technical matters shall be directed to a. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee as directed. These type of communications by or with subcontractors and material suppliers shall be through the Contractor.
- f. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will review and certify the amounts due the Contractor and certify the Contractor's Request for Payment on a monthly basis.
- g. The intent of these Agreement Documents is to provide for the construction and completion of this Project in every detail of the Work described. Defective Work shall be corrected at the Contractor's expense. Work done and materials furnished shall be subject to inspection and/or observation and testing by the Public Works Department, Town Project Manager or his designee(s) to determine if they conform to these Agreement Documents. Contractor shall remove, replace or repair all Work that has been deemed non-conforming by the Public Works Department and/or any Work damaged during the performance of any remediation. Inspection of the Work by the Public Works Department or his designee(s) does not relieve the Contractor of responsibility for the Work being in conformance with these Agreement Documents or further inspection.
- h. The Public Works Department or his designee(s) shall have the right under this Agreement to stop Work or order the suspension of any activity where in their judgment, the Contractor or persons for whom the Contractor is responsible are in violation of the terms of this Agreement or conduct themselves in a manner that is deemed by the Public Works Department or his designee(s) to be hazardous to any persons, the Project, or any property.
- i. The Contractor shall perform no portion of the Work for which these Agreement Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective required submittal has been approved by the Public Works Department.

Payment

- a. A monthly estimate of work completed and total monthly cost of materials delivered to the work site shall be made by the Contractor to the Town of Camp Verde for pay request at the end of each Project month.
- b. Payment will be made to the Contractor only once the Public Works Department reviews the monthly pay request made by that Contractor and deems the work progress and delivered materials are as presented in the pay request and that required/necessary items are certified.
- c. The Public Works Department will issue a written finding setting forth any items not approved for payment within a specific pay request with reason(s) for the non-approval.
- d. The Town of Camp Verde shall retain 10% of the amount of each payment request as a guarantee for complete performance of this Agreement. When the Agreement is 50% complete in pay

request amounts, the Contractor may request the Public Works Department to approve a one-time payment of one-half (50%) of the amount previously retained. Thereafter, only 5% shall be retained from any future payment requests providing the Contractor is making satisfactory progress. These remaining retention funds shall be paid to the Contractor within sixty days after the filing of the notice of completion of the Agreement.

- e. If the Contractor is required to submit certifications of payroll, use of American Iron & Steel, etc. for periodic payment requests, these certifications shall accompany that specific pay request or the payment for that request will not be approved by the Public Works Department and the payment will be withheld until such time that these required certifications are received. Once these required certifications are received, the payments will await the next Town of Camp Verde accounts payable cycle and will be paid at that time.

Compliance with Federal and State Laws

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

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

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

Reports and Information

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

Records Maintenance and Retention

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Work under this Agreement and such other records as may be deemed necessary by the Town of Camp Verde to assure proper accounting for all of the Project funds. These records will be retained for two years

(the term of the required warranty) after the expiration of this Agreement unless permission to destroy them is granted by the Town of Camp Verde.

Findings Confidential

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

Copyright

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

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

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

Agreement Period / Liquidated Damages

- a. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Public Works Department before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Public Works Department, the pre-construction meeting shall then be scheduled. The Project Work Schedule must illustrate Work by significant Project components, subcontractors, and any long lead items or time consuming portions of the Work. The primary purposes of the Project Work Schedule are to: demonstrate that the Contractor has a reasonably achievable plan to complete the Work; permit the Town of Camp Verde to schedule other items around and after the Work completion; and to permit the Town of Camp Verde to schedule testing, inspections, observations and reviews.
- b. The Contractor shall update the Project Work Schedule to reflect any delays or changes, and review these changes in regular meetings with the Public Works Department and Public Works Staff.
- c. The Town of Camp Verde or Public Works Department may grant requests for extensions of time within this Agreement if delays of the Work are unavoidable such as: incimate weather for extended periods of time affecting the completion of work, unforeseen problems with ordering of equipment or Project supplies, unforeseen tragedies which may occur due to accidents, etc., delays caused by the Town of Camp Verde, etc. The Town of Camp Verde also reserves the right to deny requests for extensions of time within this Agreement for items that may have been prevented by adequate exercise of care, planning, prudence, foresight and diligence in performance of the Work by the Contractor or Subcontractors.
- d. Contractor shall at all times carry on the Work diligently, without delay and remain punctual to the agreed upon Project Work Schedule to fulfill all the requirements in this Agreement. The Contractor shall commence Work on the site as instructed on the Notice to Proceed, unless directed otherwise by the Public Works Department. The construction period shall be per the agreed upon Project Work Schedule. The Town of Camp Verde will suffer financial loss if the

Work is not completed within the time agreed upon. Accordingly, the Town of Camp Verde and the Contractor agree that as liquidated damages for delay, the Contractor and the Contractor's Surety, shall be liable for and shall pay the Town of Camp Verde liquidated damages for each calendar day that expires after the time specified for final/substantial completion within the agreed upon Project Work Schedule until the work is substantially complete and ready for payment.

Changes in the Work

- a. Changes in Plans, quantities, or details of the Work are inherent in the nature of construction. Within the general scope of this Agreement, the Town of Camp Verde may require changes during construction including but not limited to:
 - I. Modification of Specifications and design
 - II. Increase or decrease in quantities
 - III. Increase or decrease in the amount of Work
 - IV. Addition or elimination of any Work item in total or part
 - V. Acceleration or delay in performance of Work
- b. Any necessary adjustment of the Agreement time, plans, quantities, or details of construction as a result of a Change Order must be agreed upon by the parties prior to the start of the Change Order Work.
- c. If any Change Order causes an increase or decrease in the Contractor's cost or time to complete the Work, the Contractor must submit a written request setting forth the changes, and shall include all time and cost impacts. The Contractor shall provide this information within 15 days after their receipt of the Change Order as ordered by the Town or their request for a Change Order to the Town. The request shall include claims of subcontractors, suppliers or manufacturers with full support for the additional time and/or costs.
- d. Change Orders shall be compensated or deductions made on the basis of the actual, reasonable and allowable costs for overhead, profit, and all direct costs of labor, equipment, and material furnished on the Work and as agreed upon in the Change Order Request(s).

Warranty of Work

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

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

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

Licenses, Bonds, and Insurance

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

have or obtain a current Town of Camp Verde Business License prior to commencement of this Project.

Bonds

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

Insurance

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

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

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

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

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

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

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

Builder's Risk Provided by Contractor

Unless otherwise provided, within the General Liability coverage the Contractor shall procure and maintain Builder's Risk Insurance including a Right to Occupy Endorsement in the amount of 100% of the completed Contract Value (replacement cost basis) of the work being performed, as well as, subsequent modifications for the entire Project at the site and coverage for a repeat for all phases of construction should the building be destroyed during construction; with an endorsement naming

the Town of Camp Verde as the additional insured. If material suppliers are not insureds under the builders' risk policy, contingent business interruption coverage should be obtained which will cover any loss to a key supplier's facility.

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

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

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

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

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

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

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

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

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

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

With the execution of this Agreement, **prior to the Notice to Proceed** being issued, Contractor shall furnish to the TOWN any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated. Contractor shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).

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

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

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

Assign ability

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

DEFINITION OF TERMS:

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR means any legally recognized entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract to perform services or do a job. Contractor also means the Person awarded the Contract for the Work contemplated.

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

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

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

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

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

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

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

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

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

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

NOTICE means a formal written document required by law or by contract to advise the recipient of an occurrence or condition, to claim a right provided by law or by contract, to waive a right provided by law or by contract, to start the running of a period of time or to stop the running of a period of time. Notice must be in the form required by law or by contract and must be delivered to the person or the address specified within the time allowed. The responsibility for the delivery of Notice rests with the party giving notice. The Notice described in this paragraph shall be delivered, in writing, either in person, email, or US mail, at the address provided for the party receiving Notice in the Agreement, during Business Hours on a Business Day. Unless otherwise specified, a Notice that is correctly addressed and placed in the US Mail with correct postage shall be deemed to have been “given” when placed in the custody of the US Postal Service as shown by a postmark applied by the Postal Service.

NOTICE TO PROCEED means the official written notice from the Town of Camp Verde stating that the Contractor is to proceed with the Work defined in this Agreement. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial

Contract requirements, including this Agreement, performance bond and payment bonds, and certificates of insurance, have been fully executed and submitted to Town of Camp Verde in a suitable form.

OWNER means the Town of Camp Verde for this Agreement.

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

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

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

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

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

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

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

SPECIFICATION(S) means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

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

SUBSTITUTIONS means items proposed and accepted by the Town of Camp Verde as alternatives to those called for by the Agreement Documents that in function, performance, reliability, quality, and general configuration are the same or better than the product(s)

specified. Approval of any substitute item shall be solely determined by the Town of Camp Verde or their Authorized Representative.

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

TOWN OF CAMP VERDE SCHOOL TRAFFIC IMPROVEMENTS PROJECT

23-175

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **Town of Camp Verde**, Yavapai County, State of Arizona (herein called the "**Town**") acting herein by the **Mayor, Dee Jenkins**, and Common Council, party of the first part, and **(Enter Chosen Contractor Here)** (herein called the "**Contractor**") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the **Contractor** to render construction services (**Work**) for the Town of Camp Verde School Traffic Improvements Project # 23-175, located within the Town of Camp Verde, Arizona 86322.

1. Work

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

2. Access to Information

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

3. Project Manager - Administration

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

4. Agreement Time

The Town of Camp Verde shall contact the successful Contractor/Bidder once the project is formally awarded by the Town of Camp Verde Council and Mayor to schedule a pre-construction meeting with Public Works and Staff. At this meeting, the Contractor shall provide the Town of Camp Verde with performance and payment bonds for the total project as well as a tentative Project Work Schedule. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Public Works Department before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Public Works Department, the pre-construction meeting shall then be scheduled. At this pre-construction meeting the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall provide the Contractor/Bidder with a formal Notice to Proceed with the project starting dates, term of project, and project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Public Works Department at this Pre-Construction Meeting as a formal agreement to the Project Schedule and duration. This will serve to establish the project completion date and the start date for liquidated damages should the Agreement completion date be exceeded by the Contractor due to inadequate performance.

5. Compensation

The maximum amount of compensation and reimbursement to be paid to the **Contractor** for the completion of the **Work** as specified in this Agreement shall not exceed that amount given by the **Contractor** in their formal bid; which has been voted on by the Town of Camp Verde Council followed by their acknowledgement and acceptance by issuing the **Contractor** a formal **Notice of Award** for this

Project. Any adjustments to Compensation for change orders or changes made to the **Work** by the **Town** shall be handled under an additional written Agreement between the **Town** and the **Contractor** and follow the Town of Camp Verde Financial Operations Guide and may be subject to approval/disapproval by the Town of Camp Verde Council.

6. Termination of Agreement

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

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

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

7. Miscellaneous Provisions

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

In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.
- c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- d. This Agreement represents the entire understanding of the TOWN and **Contractor** as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to this Agreement. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

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

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

9. Insurance/Bonding

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

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

10. Indemnity

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

11. Agreement Documents

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

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

For the Town of Camp Verde

Approved as to Form:

Town Attorney

Mayor, Dee Jenkins

Attest:

Town Clerk, Cindy Pemberton

For the Contractor:

Contractor's Representative: Signature/Name/Title

BID SUBMITTAL CHECKLIST

Notice to All Bidders:

All items and documents contained in or included with this Bidder Packet and shown in this Table of Contents are a part of the Agreement Documents and are to be followed and/or completed by those bidding this project as required portions of the Agreement. Be careful to utilize and include this Bid Submittal Checklist with your Bid Submission to assure that your Bid is complete and acceptable. Any items not submitted that are shown as mandatory items on this Bid Submittal Checklist will mean the immediate rejection of that particular Bidder Packet as incomplete and that particular Bid will not be accepted by the Town of Camp Verde.

Mandatory Items to be Included with Bid Submittals:

_____ Bid Submittal Checklist	Page 25
_____ Addendum Acknowledgement Bid 23-175	Page 26
_____ Item Bid Schedule and Bid Total 23-175	Page 27
_____ Non-Collusion Affidavit Bid 23-175	Page 28
_____ Bid Certification 23-175	Page 29
_____ Disclosure of Responsibility Statement	Page 31
_____ List of Known Subcontractors	Page 33
_____ Bid Bond 10% Bid Amount	

PROJECT ITEM BID SCHEDULE

The Project Item Bid Schedule is attached as a separate document via download at the Public Purchase Website. www.publicpurchase.com, and is required in your bid submittal as a mandatory item on your bid submittal checklist.

PROJECT BIDDING PACKET / AGREEMENT DOCUMENTS – NON-COLLUSION AFFIDAVIT

_____; as _____
(Name of Individual) (Title)

for _____; certifies that neither he/she nor
(Name of Business)

anyone that is associated with the said _____
(Name of Business)

has, directly or indirectly entered into an agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the project known as: TOWN OF CAMP VERDE SCHOOL TRAFFIC IMPROVEMENTS PROJECT /TOWN OF CAMP VERDE PROJECT NO. 23-175.

(Signature of Individual for Name of Business)

BID CERTIFICATION for BID 23-175

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the Town of Camp Verde in the form included in this Bidder Packet and agrees to perform and furnish all work, materials, licenses, bonds etc. as specified or indicated in these Agreement documents for the price stated in the Bid Schedule, and within the time indicated once there is an agreed upon project schedule and in accordance with the other terms and conditions of these Agreement documents.
2. Bidder accepts all of the terms and conditions of the Agreement Documents, Attachments and Addenda. This bid is accompanied by a certified check, cashier's check or surety bid bond for 10 percent (10%) of the amount of the total bid as a guarantee that if selected, the Bidder will enter into an Agreement to complete "TOWN OF CAMP VERDE SCHOOL TRAFFIC IMPROVEMENTS PROJECT , Bid 23-175". The Bid will remain subject to acceptance for 30 days after the day of bid opening. The successful Bidder will submit a 100% Statutory Performance Bond, 100% Statutory Payment Bond, and other insurance certification requirements within 10 work days after the date of Notice of Award or at the Pre-Construction Meeting prior to issuance of the Notice to Proceed, whichever occurs at the earliest date.
3. In submitting this bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all of the bidding documents and has completed the Bidder Packet in full, together with the Bid Submittal Checklist.
 - b. Bidder has familiarized himself/herself with the nature and extent of the Request for Bid Documents, scope of work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - c. Bidder acknowledges that the Town of Camp Verde and the Project Manager/Administrator do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to facilities at or contiguous to the site. Bidder has obtained and examined (or assumes responsibility for having done so) all such additional or supplementary examinations or investigations concerning conditions (surface and subsurface) at or contiguous to the site or otherwise which relate to any aspect of the means, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and conditions of the bid documents.
 - d. Bidder has provided the Project Manager/Administrator written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the bid documents; and the written resolution thereof by the Project Manager/Administrator

is acceptable to the Bidder, and the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.

e. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the Town of Camp Verde.

5. Communications concerning this bid shall be addressed to:

Name: _____

Address: _____

Phone: _____

Firm Name: _____

State Contractor License No.: _____

_____/_____
Signature/Title Date Submitted

DISCLOSURE OF RESPONSIBILITY STATEMENT

- A. List any and all past or present litigations or convictions of any person, subsidiary, or affiliate of your company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract.

- B. List any and all past or present litigations or convictions of any person, subsidiary, or affiliate of your company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty.

- C. List any convictions or civil judgements in the history of your firm under state or federal antitrust statutes.

- D. List any violations by your firm of contract provisions such as failure to perform (without good cause), or unsatisfactory performance in accordance to the specifications of a contract.

- E. List any prior suspensions or disbarments by any governmental agency with respect to your firm or its licensing.

- F. List any past construction contracts that your firm did not complete on time.

- G. List any penalties and/or liquidated damages imposed on your firm for time delays and/or quality of materials or workmanship on past construction projects.

- H. List any violations of federal or state labor laws, regulations, standards, or occupational safety and health rules by your firm in the past.

I, _____, as _____
(Name of Individual) (Title & Authority)

Of _____, declare under oath that the above statements,
(Company Name)

Including any supplemental responses attached hereto, are true.

By: _____
(Signature of Individual/Representative)

STATE OF:)
) ss.
COUNTY OF:)

On this the ____ day of _____, 20_____, before me, the undersigned NOTARY PUBLIC, personally appeared _____, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SEAL

NOTARY PUBLIC

My Commission Expires: _____

SUBCONTRACTING CERTIFICATION

At the time of submission of bids for **TOWN OF CAMP VERDE SCHOOL TRAFFIC IMPROVEMENTS PROJECT IN, CAMP VERDE, ARIZONA – PROJECT # 23-175**, my intention concerning subcontracting a portion of the work is indicated below.

In indicating that it is my intention to subcontract a portion of this work, this will acknowledge that the subcontractors are identified below, and any documentation, such as copies of letter, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions will be made available upon request. This document must be completed and submitted with your bid.

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

_____ It is my intention to subcontract a portion of the work using the following subcontractors. (List company name and business name of each specialty subcontractor. Only one name shall be listed for each category. Use a second page if necessary.)

(1) _____

(2) _____

(3) _____

(4) _____

Name of Firm

By: (Signature/Title)

Date

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Agenda Item 9



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Public Works

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

Agenda Title (be exact): Discussion, Consideration, and Possible Award of Bid #23-176, Gazebo Demolition Project in the amount of \$31,742.70

List Attached Documents: None

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 15 minutes

Reviews and comments Completed by:

Town Manager: Barbara Goodrich / Ted Soltis Department Head: Ken Krebbs

Town Attorney Comments: _____

Risk Management: _____

Finance Department
 Fiscal Impact: _____
 Budget Code: 03-480-20-806000 Amount Remaining: \$42,800
 Comments: _____

Background Information: The wooden gazebo immediately south of the Public Works facility is experiencing structural instability. The support posts are deteriorating, diminishing their structural integrity. The gazebo now has a noticeable tilt to the northwest and has been deemed unsafe for inhabitation by the Town of Camp Verde Building Official. On Monday, June 19th the gazebo was officially condemned by said building official and Public Works staff secured the area with metal and plastic fencing. Staff secured pricing from a contractor utilizing the State of Arizona JOC contract. Four (4) options are currently being explored:

1. Removal and replacement of the support posts per the approved plans, and addressing electrical work that is out of code. (No bid – safety concerns)
2. Demolition of the gazebo and preserving the existing concrete foundation (\$67,491)
3. Demolition of the gazebo and the concrete foundation, installing new sidewalk to connect the existing sidewalk on the west and east sides of the gazebo (\$79,880)
4. Demolition of the gazebo and construct a new gazebo utilizing similar architectural appearances. (\$279,348)

At the July 5, 2023 council meeting staff presented the four options and their respective costs. The costs obtained were excessive and direction was given to pursue Option 3 (complete removal of the gazebo and foundation) in an open bid process to seek out more competitive bids. New bids were obtained through a competitive bid process. The town received three (3) bids with the lowest bid from Ligon Excavation in the amount of \$31,742.70. The Town currently has \$42,800 budgeted for this project.

Recommended Action (Motion): Move to award Bid #23-176, Gazebo Demolition Project to Ligon Excavation in the amount of \$31,742.70.

Instructions to the Clerk:



Revised Gazebo Demolition Project - Bid Comparison

No.	Description	Unit	QTY	Ligon Excavation		Red Stag Construction		McDonald Bros. Construction	
				Cost	Total	Cost	Total	Cost	Total
G1	Mobilization	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 4,181.00	\$ 4,181.00	\$ 3,186.54	\$ 3,186.54
G2	Earthwork	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,140.00	\$ 3,140.00	\$ 13,632.00	\$ 13,632.00
D1	Disconnect and cap existing electrical service	LS	1	\$ 850.00	\$ 850.00	\$ 3,252.00	\$ 3,252.00	\$ 637.31	\$ 637.31
D2	Saw cut concrete sidewalk	LF	8	\$ 15.00	\$ 120.00	\$ 32.25	\$ 258.00	\$ 65.01	\$ 520.08
D3	Remove and dispose of wooden gazebo	LS	1	\$ 7,200.00	\$ 7,200.00	\$ 16,005.00	\$ 16,005.00	\$ 12,032.36	\$ 12,032.36
D4	Remove and dispose of concrete foundation and slab (30' dia.)	SF	775	\$ 8.50	\$ 6,587.50	\$ 10.19	\$ 7,900.00	\$ 8.97	\$ 6,951.75
D5	Remove and dispose concrete sidewalk	SF	422	\$ 5.00	\$ 2,110.00	\$ 6.18	\$ 2,610.00	\$ 11.28	\$ 4,760.16
S1	Expand irrigation system to ensure coverage of existing gazebo and sidewalk. Repair any damage to irrigation system from construction activities.	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,300.00	\$ 3,300.00	\$ 3,999.74	\$ 3,999.74
S2	Install sod in areas formerly occupied by gazebo and sidewalk	SF	1,197	\$ 3.50	\$ 4,189.50	\$ 8.26	\$ 9,890.00	\$ 5.83	\$ 6,978.51
				Subtotal:	\$ 28,857.00		\$ 50,536.00		\$ 52,698.45
				10% Owner Allowance:	\$ 2,885.70		\$ 5,053.60		\$ 5,269.85
				TOTAL:	\$ 31,742.70		\$ 55,589.60		\$ 57,968.30



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

Gazebo Demolition Project - Itemized Bid Tab

No.	Description	Unit	Quantity	Cost	Total
G1	Mobilization	LS	1	2,800.00	\$ 2,800.00
G2	Earthwork	LS	1	1,500.00	\$ 1,500.00
D1	Disconnect and cap existing electrical service	LS	1	850.00	\$ 850.00
D2	Saw cut concrete sidewalk	LF	8	15.00	\$ 120.00
D3	Remove and dispose of wooden gazebo	LS	1	7,200.00	\$ 7,200.00
D4	Remove and dispose of concrete foundation and slab (30' dia.)	SF	775	8.50	\$ 6,587.50
D5	Remove and dispose concrete sidewalk	SF	422	5.00	\$ 2,110.00
S1	Expand irrigation system to ensure coverage of existing gazebo and sidewalk. Repair any damage to irrigation system from construction activities.	LS	1	3,500.00	\$ 3,500.00
S2	Install sod in areas formerly occupied by gazebo and sidewalk	SF	1,197	3.50	\$ 4,189.50
				Subtotal:	\$ 28,857.00
				10% Owner Allowance:	\$ 2,885.70
				TOTAL:	\$ 31,742.70

Notes:

1. All prices to include all applicable taxes, fees, overhead, profit, etc.
2. Wood from the headers area of the gazebo shall be preserved and given to Camp Verde Public Works.

M J Ligon

Signature of Company Official

8/7/2023

Date Signed

President

Title

Ligon Excavation Inc.

Company Name

928) 300-2126

Phone Number

636 S. McCracken Lane

Address

928) 567 8537

Fax Number

Camp Verde, AZ 86322

City/State/Zip

office@LigonEx.com

Email Address

Gazebo Demolition Project - Itemized Bid Tab

G1	Mobilization	LS	1		\$ 4181.00 .
G2	Earthwork	LS	1		\$ 3140.00 .
D1	Disconnect and cap existing electrical service	LS	1		\$ 3252.00 .
D2	Saw cut concrete sidewalk	LF	8		\$ 258.00 .
D3	Remove and dispose of wooden gazebo	LS	1		\$ 16005.00 .
D4	Remove and dispose of concrete foundation and slab (30' dia.)	SF	775		\$ 7900.00 .
D5	Remove and dispose concrete sidewalk	SF	422		\$ 2610.00 .
S1	Expand irrigation system to ensure coverage of existing gazebo and sidewalk. Repair any damage to irrigation system from construction activities.	LS	1		\$ 3300.00 .
S2	Install sod in areas formerly occupied by gazebo and sidewalk	SF	1,197		\$ 9890.00 .
				Subtotal:	\$ 50,536.00 .
				10% Owner Allowance:	\$ 5,053.60 .
				TOTAL:	\$55,589.60 .

Notes:

1. All prices to include all applicable taxes, fees, overhead, profit, etc.
2. Wood from the headers area of the gazebo shall be preserved and given to Camp Verde Public Works.



 Signature of Company Official

8/17/2023

 Date Signed

OWNER

 Title

RED STAG CONSTRUCTION, LLC

 Company Name

928-301-9869

 Phone Number

5380 N. CAMINO VISTA DR

 Address

 Fax Number

RIM ROCK, AZ, 86335

 City/State/Zip

redstagconstruction@gmail.com

 Email Address



TOWN OF CAMP VERDE
PROJECT BIDDING PACKET / AGREEMENT DOCUMENTS
Town of Camp Verde Gazebo Demolition Project
PROJECT NO. 23-176

Town Council

Dee Jenkins, Mayor
Marie Moore, Vice Mayor
Jackie Baker, Council Member
Wendy Escoffier, Council Member
Robin Godwin, Council Member
Cris McPhail, Council Member
Jessie Murdock, Council Member

Interim Town Manager

Barbara Goodrich

Town Project Manager

Martin Smith

July 2023

Project Number 23-176

TABLE OF CONTENTS – PROJECT BIDDING PACKET / AGREEMENT DOCUMENTS

Notice to All Bidders:

All items and documents contained in or included with this Bidder Packet and shown in this Table of Contents are a part of the Agreement Documents and are to be followed and/or completed by those bidding this Project as required portions of the said Agreement Documents, which term may also be referred to as the “Agreement” herein. Be careful to utilize and include the Bid Submittal Checklist with your Bid Submission to assure that your Bid is complete and acceptable. Any items not submitted that are shown as mandatory items on the Bid Submittal Checklist will mean the immediate rejection of that particular Bidder Packet as incomplete and that particular Bid will not be accepted by the Town of Camp Verde.

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INVITATION FOR BIDS

Town of Camp Verde - Project Number 23-176 TOWN OF CAMP VERDE GAZEBO DEMOLITION PROJECT

The Town of Camp Verde is requesting written Bids (“Bids”) from qualified contractors (“Contractors”) to furnish all labor, materials, equipment, fixtures, and services required for the demolition and disposal of the existing gazebo located immediately south of the Public Works facility located at 395 South Main Street, Camp Verde, Arizona, in accordance with the Plans, Specifications and Agreement documents. The project consists of the demolition and disposal of the wooden gazebo, concrete foundation and slab, and concrete sidewalk as well as irrigation expansion/repair and sod installation, and related work as required. It is the intention of the Town of Camp Verde to enter into a Contract for the proposed Construction. Work includes, but not limited to, earthwork; concrete foundation, slab, and sidewalk removal; irrigation installation and repair; and sod installation per the Project documents, Plans and Technical Specifications included in this Agreement. Project Specifications, Provisions and drawings will be available at the following website: <http://www.PublicPurchase.com> All proposals shall be submitted in accordance with the INSTRUCTIONS FOR BIDDING included on the website. All questions regarding the Project Specifications, Bidding Process, or General Information shall be in writing, submitted through [Public.Purchase.com](http://www.PublicPurchase.com). No other questions will be addressed. Bidders shall be responsible for all licenses, permits, insurance, taxes and bonds required by the TOWN and the State of Arizona that apply to the performance of this contract. The Town of Camp Verde reserves the right to reject any or all bids, to waive formalities, and to accept the bid deemed to be in the best interest of the TOWN.

Project Bidding Schedule and Information:

Optional Pre-Bid Meeting : July 17, 2023 beginning at 9:00 a.m.

Optional Pre-Bid Meeting Location: 395 South Main Street Camp Verde, Arizona 86322

Bid Submittal Date: Tuesday, August 8, 2023 by 1:00 p.m.

Bid Submittal Location: Town of Camp Verde Public Works Department 395 South Main Street Camp Verde, Arizona 86322

All Bid Submittals shall be in a sealed envelope clearly marked as Town of Camp Verde Gazebo Demolition Project , Attention: Public Works Department and shall be submitted at the time and place shown above. All Bid Submittals shall be in writing (not digital or electronic) and in accordance with the Instructions for Bidding as specified in the Project Bidding Packet / Agreement Documents.

It is the intent of the Town of Camp Verde to award the bid to the lowest responsible bidder responsive to this solicitation, however, the Town of Camp Verde reserves the right to reject any or all bids, or to waive formalities, or to accept the bid deemed to be in the best interest of the Town of Camp Verde. The Contractor shall issue a bid to provide the necessary labor, materials, equipment, fixtures, licenses, permits, insurance, bonds, and all related items and services required to complete the infrastructure improvements as described in the Scope of Work, General and Special Provisions, Plans and Specifications, etc. included in or with the Project Bidding Packet / Agreement Documents. These items all together comprise the complete Project Bidding Packet / Agreement Documents and are part of this Invitation for Bids.

GENERAL BIDDER INFORMATION

Project Description

The Project # 23-176 known as the Town of Camp Verde Gazebo Demolition Project, is the demolition and disposal of the existing gazebo located immediately south of the Public Works facility located at 395 South Main Street, Camp Verde, Arizona, in accordance with the Plans, Specifications and Agreement documents.

Project Registration and Documents

The Town of Camp Verde is requesting bids ("Bids") from qualified contractors ("Contractors") for the Project known as "Town of Camp Verde Gazebo Demolition Project". Interested contractors must register in order to bid this Project (at no cost) at www.publicpurchase.com. Instructions to complete this process can be found on the Town of Camp Verde Web Site at: www.campverde.az.gov. Contractors/Bidders registered with Public Purchase for the purposes of bidding this Project must also register with the Town of Camp Verde through this site. The Project Bidding Packet / Agreement Documents, as well as the plans and specifications for this Project are only available for download at: www.PublicPurchase.com. The Town of Camp Verde will not provide paper documents for the purposes of bidding this Project. All Bid Documents, including the Project Bidding Packet / Agreement Documents, as well as the plans, specifications, addenda or clarifications for this Project will only be available electronically through www.publicpurchase.com.

Project/ Bidding Questions and Contacts

Until the formal bid submittal, the only method to contact the Town of Camp Verde Public Works is through the public purchase web site at: www.publicpurchase.com. If any person submitting a bid for the proposed Project has a question on any part of the information provided within the Project Bidding Packet / Agreement Documents, Plans and Specifications, etc., they may submit their question(s) for answers/clarifications, or corrections to the public purchase website at: www.publicpurchase.com specifically for this Project. Any answers/clarifications, or corrections made to any portion of the Project Bidding Packet / Agreement Documents, Plans and Specifications, etc. by the Town of Camp Verde in response to the Contractor's/Bidder's questions shall be delivered to all qualified bidders responding to the Invitation for Bids for the Town of Camp Verde Project Number 23-176 via the Public Purchase Website. Bidders are responsible for keeping themselves up to date via the Public Purchase Website as to any and all answers/clarifications, corrections, or Addendums made with regards to the Project Bidding Packet / Agreement Documents, Plans and Specifications, etc. for this Project. Any e-mails, phone calls, or verbal communication outside of the Public Purchase Website will be considered unofficial and shall go unanswered. Any and all questions by qualified bidders must be submitted no later than Thursday, August 3, 2023, by 5:00 p.m.

Pre-Bid Meeting

The Optional Pre-Bid Meeting will begin on July 17, 2023, promptly at 9:00 a.m. at 395 South Main Street Camp Verde, Arizona 86322.

Bid Submission

Bids must be completed on the forms provided and all applicable bid forms must be submitted; substitutions will not be accepted. All Bid Submittals shall be in a sealed envelope clearly marked as "Town of Camp Verde Gazebo Demolition Project", Town of Camp Verde Project Number 23-176, Attention: Public Works Department and shall be submitted at 395 S. Main Street in Camp Verde, Arizona 86322 before Tuesday, August 8, 2023 at 1:00 p.m. local Arizona time. Any bid submission

delivered after this date/time will be returned to the bidder unopened. Your final or total offer must be on the Project Item Bid Schedule provided as a total bid amount including the appropriate sales tax in order for your final bid to be accepted. All bids not including or using the Project Item Bid Schedule as the final or total offer will be returned to bidder as a rejected bid. All Bid Submittals must include all the completed Agreement Documents listed as Mandatory Items on the Bid Submittal Checklist or they will be returned to the bidder as a rejected bid. All bid submissions must be accompanied with a bid bond in the amount of 10% of your total bid. Bid bonds must be executed by a duly licensed corporate surety in the State of Arizona and be made payable to the Town of Camp Verde. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Camp Verde in the event the bid is accepted by the Town of Camp Verde, and the successful bidder fails to execute and deliver to the Town of Camp Verde the completed Agreement Documents within 10 days after the Agreement is awarded to the successful bidder.

Award

The Town Council *may* award the Agreement to the lowest responsible bidder responsive to this Bid Invitation. The award shall occur at the next available regular scheduled meeting of Mayor and Town Council at the Town of Camp Verde Council Chambers, 473 South Main Street, Camp Verde, Arizona 86322. The Town of Camp Verde reserves the right to reject any or all bids, re-schedule award/council meeting dates, to waive any and all formalities, and to accept the bid deemed to be in the best interest of the Town of Camp Verde. That Bidder being awarded the Project shall be notified of this meeting time, date, and place via a formal Notice of Award to be issued by the Town of Camp Verde Public Works Department.

Project Bonding and Notice to Proceed

The Town of Camp Verde shall contact the successful Contractor/Bidder once the Project is formally awarded by the Town of Camp Verde Council and Mayor to schedule a pre-construction meeting with Public Works and Contractor. At this meeting, the Contractor shall provide the Town of Camp Verde with 100% performance and payment bonds for the total Project amount as well as a finalized Project Work Schedule. Prior to this meeting, the Contractor shall provide a tentative detailed Project Work Schedule for review and acceptance by the Public Works Department. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the , the pre-construction meeting shall then be scheduled. At this pre-construction meeting, the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall provide the Contractor/Bidder with a formal Notice to Proceed with the Project starting dates, term of Project, and Project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Public Works Department at this pre-construction meeting agreeing on the Project start dates, the term of Project, and the Project completion dates.

AGREEMENT GENERAL PROVISIONS

Project Description

The Contractor shall provide the necessary labor, materials, equipment, fixtures, licenses, insurance, bonds, permits, and services required to complete Project Number 23-176 known as “Town of Camp Verde Gazebo Demolition Project ”, which is the construction of roadway improvements on Camp Lincoln Road beginning at Montezuma Castle Highway to approximately 700’ west of Montezuma Castle Highway, Camp Verde, Arizona, in accordance with the Plans, Specifications, and Agreement documents. The project consists of the installation of a right-turn lane into Camp Verde Elementary School, right-turn lane onto Montezuma Castle Highway, drainage improvements, and related work as required.

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

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

General

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

Personnel

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

Work Site Safety

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

Representative or Agent, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Town of Camp Verde's Agent or Representative.

- d. Contractor shall confine equipment, storage of materials and operation of Work to the limits directed by Town of Camp Verde's Representative or Agent and shall follow the Town of Camp Verde's instruction regarding use of the Project premises.
- e. Contractor shall be responsible for the security of equipment and materials on the jobsite and shall do their utmost to prevent damage to all during construction. The Contractor shall be responsible for the adequate replacement or repair of any damages items, equipment, and materials on the jobsite for the duration of the Project.
- f. All demolition/removal included in this agreement shall be in accordance with all laws, rules and regulations in regards to safety, insurance, and local ordinances. Items removed shall be disposed of or salvaged in the manner denoted on the construction plans.
- g. Automotive vehicles and other mechanized equipment are to be locked and/or disabled when parked and unattended to prevent unauthorized use. The Town of Camp Verde shall not accept any liability or responsibility in any damage which may be sustained by any vehicle, machinery, or equipment; or injury to any employee, agent, representative or guest of the Contractor, regardless of cause.

Subcontractors

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

Site Protection/Restoration

- a. The Contractor shall be responsible for verifying and maintaining existing site conditions. Site cleanliness and the Stormwater Pollution Prevention Plan (SWPPP) and its Best Management Practices and Reporting is to be maintained at a level satisfactory to the Town of Camp Verde and in compliance with the Plans and Specifications on a daily basis. Any costs for site clean-up or SWPPP maintenance and repair incurred by the Town of Camp Verde due to the Contractor not performing these tasks on a daily basis, shall be charged to the Contractor.
- b. The Contractor shall protect from damage all existing improvements, utilities, vegetation, etc., and shall repair damage resulting from failure to comply with requirements of this Agreement or the failure to exercise reasonable care in the performance of the Work, at no cost to the Owner.
- c. Littering of the site shall not be permitted. All waste materials shall be promptly disposed of in a proper manner and removed from the site by the Contractor. At the end of each day, the Contractor shall clean areas where Work is taking place so that no accumulation of any debris

occurs. Any hazardous waste caused by or resulting from the Work shall be disposed of in compliance with all applicable laws and regulations.

- d. Upon completion of the Project the Contractor is to remove any Contractor's tools, construction equipment, machinery, etc. and leave the site free of debris, dirt and aggregate piles, waste materials and litter.
- e. Contractor shall obtain the Town of Camp Verde's written consent prior to bringing onto the Work site any environmental pollutants or hazardous substances, or hazardous materials. The Contractor, at all times, shall:
 - I. Properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state and local laws and regulations; and
 - II. Be responsible for any/all spills, releases, discharges, or leaks of or from environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
 - III. Promptly clean up, without cost to the Town of Camp Verde, such spills, releases, discharges, or leaks to the Town of Camp Verde's satisfaction and in compliance with all federal, state and local laws and regulations;
- f. As part of the Final Completion notice, the Contractor shall notify the TOWN that all environmental pollution caused by the Contractor, or those under his supervision, has been disposed of in accordance with all applicable rules, regulations, laws and statutes of all agencies having jurisdiction over such environmental pollution.
- g. The Contractor shall immediately notify the Town of Camp Verde of any hazardous substance(s) which the Contractor causes, discovers or encounters during performance of the Work required by this Agreement. The Contractor shall immediately cease working in the area of the Project where a hazardous substance(s) has been caused or discovered. The Contractor shall then notify the Town of Camp Verde of the hazardous substance(s). Upon being notified by the Contractor of the presence of hazardous substance(s) on the Project site, the Town of Camp Verde shall arrange for proper removal, remediation and/or disposal of such hazardous substance(s). Items caused by the Contractor shall be the financial responsibility of the Contractor once remediated by the Town of Camp Verde.

Administration of the Agreement

- a. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall have access to the Work at all times.
- b. A. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will act on behalf of the Town of Camp Verde to provide administration of this Agreement during construction and through the two-year Warranty period of the Work. A. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff may rely on his Designee(s) to perform these tasks.
- c. The Contractor shall keep one copy of the complete Agreement Documents on site throughout the Project, including the Plans, Specifications, Change Orders and Addenda, in good order and marked "current" recording all field changes and selections made during construction, and provide access to these documents to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee(s).

- d. The Town of Camp Verde Public Works Department, Town Project Manager, and/or his designee(s) will visit the site at intervals appropriate to the stage of completion of the Work to be informed of the progress and quality of the Work completed and to determine if the Work performed is in accordance with these Agreement Documents. The Town of Camp Verde will neither have control over or charge of, nor be responsible for the construction means, method, techniques, sequence or procedures in connection with performance of the Work except where applicable.
- e. Communications from the Contractor seeking information about the plans, specifications, submittals required by this Agreement, materials testing, measurement of Work for payment, schedule and schedule changes, progress of the Work, correction of defective Work, punch lists or similar technical matters shall be directed to a. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee as directed. These type of communications by or with subcontractors and material suppliers shall be through the Contractor.
- f. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will review and certify the amounts due the Contractor and certify the Contractor's Request for Payment on a monthly basis.
- g. The intent of these Agreement Documents is to provide for the construction and completion of this Project in every detail of the Work described. Defective Work shall be corrected at the Contractor's expense. Work done and materials furnished shall be subject to inspection and/or observation and testing by the Public Works Department, Town Project Manager or his designee(s) to determine if they conform to these Agreement Documents. Contractor shall remove, replace or repair all Work that has been deemed non-conforming by the Public Works Department and/or any Work damaged during the performance of any remediation. Inspection of the Work by the Public Works Department or his designee(s) does not relieve the Contractor of responsibility for the Work being in conformance with these Agreement Documents or further inspection.
- h. The Public Works Department or his designee(s) shall have the right under this Agreement to stop Work or order the suspension of any activity where in their judgment, the Contractor or persons for whom the Contractor is responsible are in violation of the terms of this Agreement or conduct themselves in a manner that is deemed by the Public Works Department or his designee(s) to be hazardous to any persons, the Project, or any property.
- i. The Contractor shall perform no portion of the Work for which these Agreement Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective required submittal has been approved by the Public Works Department.

Payment

- a. A monthly estimate of work completed and total monthly cost of materials delivered to the work site shall be made by the Contractor to the Town of Camp Verde for pay request at the end of each Project month.
- b. Payment will be made to the Contractor only once the Public Works Department reviews the monthly pay request made by that Contractor and deems the work progress and delivered materials are as presented in the pay request and that required/necessary items are certified.
- c. The Public Works Department will issue a written finding setting forth any items not approved for payment within a specific pay request with reason(s) for the non-approval.
- d. The Town of Camp Verde shall retain 10% of the amount of each payment request as a guarantee for complete performance of this Agreement. When the Agreement is 50% complete in pay

request amounts, the Contractor may request the Public Works Department to approve a one-time payment of one-half (50%) of the amount previously retained. Thereafter, only 5% shall be retained from any future payment requests providing the Contractor is making satisfactory progress. These remaining retention funds shall be paid to the Contractor within sixty days after the filing of the notice of completion of the Agreement.

- e. If the Contractor is required to submit certifications of payroll, use of American Iron & Steel, etc. for periodic payment requests, these certifications shall accompany that specific pay request or the payment for that request will not be approved by the Public Works Department and the payment will be withheld until such time that these required certifications are received. Once these required certifications are received, the payments will await the next Town of Camp Verde accounts payable cycle and will be paid at that time.

Compliance with Federal and State Laws

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

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

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

Reports and Information

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

Records Maintenance and Retention

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Work under this Agreement and such other records as may be deemed necessary by the Town of Camp Verde to assure proper accounting for all of the Project funds. These records will be retained for two years

(the term of the required warranty) after the expiration of this Agreement unless permission to destroy them is granted by the Town of Camp Verde.

Findings Confidential

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

Copyright

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

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

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

Agreement Period / Liquidated Damages

- a. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Public Works Department before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Public Works Department, the pre-construction meeting shall then be scheduled. The Project Work Schedule must illustrate Work by significant Project components, subcontractors, and any long lead items or time consuming portions of the Work. The primary purposes of the Project Work Schedule are to: demonstrate that the Contractor has a reasonably achievable plan to complete the Work; permit the Town of Camp Verde to schedule other items around and after the Work completion; and to permit the Town of Camp Verde to schedule testing, inspections, observations and reviews.
- b. The Contractor shall update the Project Work Schedule to reflect any delays or changes, and review these changes in regular meetings with the Public Works Department and Public Works Staff.
- c. The Town of Camp Verde or Public Works Department may grant requests for extensions of time within this Agreement if delays of the Work are unavoidable such as: inclement weather for extended periods of time affecting the completion of work, unforeseen problems with ordering of equipment or Project supplies, unforeseen tragedies which may occur due to accidents, etc., delays caused by the Town of Camp Verde, etc. The Town of Camp Verde also reserves the right to deny requests for extensions of time within this Agreement for items that may have been prevented by adequate exercise of care, planning, prudence, foresight and diligence in performance of the Work by the Contractor or Subcontractors.
- d. Contractor shall at all times carry on the Work diligently, without delay and remain punctual to the agreed upon Project Work Schedule to fulfill all the requirements in this Agreement. The Contractor shall commence Work on the site as instructed on the Notice to Proceed, unless directed otherwise by the Public Works Department. The construction period shall be per the agreed upon Project Work Schedule. The Town of Camp Verde will suffer financial loss if the

Work is not completed within the time agreed upon. Accordingly, the Town of Camp Verde and the Contractor agree that as liquidated damages for delay, the Contractor and the Contractor's Surety, shall be liable for and shall pay the Town of Camp Verde liquidated damages for each calendar day that expires after the time specified for final/substantial completion within the agreed upon Project Work Schedule until the work is substantially complete and ready for payment.

Changes in the Work

- a. Changes in Plans, quantities, or details of the Work are inherent in the nature of construction. Within the general scope of this Agreement, the Town of Camp Verde may require changes during construction including but not limited to:
 - I. Modification of Specifications and design
 - II. Increase or decrease in quantities
 - III. Increase or decrease in the amount of Work
 - IV. Addition or elimination of any Work item in total or part
 - V. Acceleration or delay in performance of Work
- b. Any necessary adjustment of the Agreement time, plans, quantities, or details of construction as a result of a Change Order must be agreed upon by the parties prior to the start of the Change Order Work.
- c. If any Change Order causes an increase or decrease in the Contractor's cost or time to complete the Work, the Contractor must submit a written request setting forth the changes, and shall include all time and cost impacts. The Contractor shall provide this information within 15 days after their receipt of the Change Order as ordered by the Town or their request for a Change Order to the Town. The request shall include claims of subcontractors, suppliers or manufacturers with full support for the additional time and/or costs.
- d. Change Orders shall be compensated or deductions made on the basis of the actual, reasonable and allowable costs for overhead, profit, and all direct costs of labor, equipment, and material furnished on the Work and as agreed upon in the Change Order Request(s).

Warranty of Work

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

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

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

Licenses, Bonds, and Insurance

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

have or obtain a current Town of Camp Verde Business License prior to commencement of this Project.

Bonds

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

Insurance

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

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

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

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

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

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

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

Builder's Risk Provided by Contractor

Unless otherwise provided, within the General Liability coverage the Contractor shall procure and maintain Builder's Risk Insurance including a Right to Occupy Endorsement in the amount of 100% of the completed Contract Value (replacement cost basis) of the work being performed, as well as, subsequent modifications for the entire Project at the site and coverage for a repeat for all phases of construction should the building be destroyed during construction; with an endorsement naming

the Town of Camp Verde as the additional insured. If material suppliers are not insureds under the builders' risk policy, contingent business interruption coverage should be obtained which will cover any loss to a key supplier's facility.

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

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

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

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

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

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

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

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

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

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

With the execution of this Agreement, **prior to the Notice to Proceed** being issued, Contractor shall furnish to the TOWN any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated. Contractor shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).

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

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

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

Assign ability

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

DEFINITION OF TERMS:

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR means any legally recognized entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract to perform services or do a job. Contractor also means the Person awarded the Contract for the Work contemplated.

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

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

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

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

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

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

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

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

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

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

NOTICE means a formal written document required by law or by contract to advise the recipient of an occurrence or condition, to claim a right provided by law or by contract, to waive a right provided by law or by contract, to start the running of a period of time or to stop the running of a period of time. Notice must be in the form required by law or by contract and must be delivered to the person or the address specified within the time allowed. The responsibility for the delivery of Notice rests with the party giving notice. The Notice described in this paragraph shall be delivered, in writing, either in person, email, or US mail, at the address provided for the party receiving Notice in the Agreement, during Business Hours on a Business Day. Unless otherwise specified, a Notice that is correctly addressed and placed in the US Mail with correct postage shall be deemed to have been “given” when placed in the custody of the US Postal Service as shown by a postmark applied by the Postal Service.

NOTICE TO PROCEED means the official written notice from the Town of Camp Verde stating that the Contractor is to proceed with the Work defined in this Agreement. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial

Contract requirements, including this Agreement, performance bond and payment bonds, and certificates of insurance, have been fully executed and submitted to Town of Camp Verde in a suitable form.

OWNER means the Town of Camp Verde for this Agreement.

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

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

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

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

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

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

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

SPECIFICATION(S) means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

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

SUBSTITUTIONS means items proposed and accepted by the Town of Camp Verde as alternatives to those called for by the Agreement Documents that in function, performance, reliability, quality, and general configuration are the same or better than the product(s)

specified. Approval of any substitute item shall be solely determined by the Town of Camp Verde or their Authorized Representative.

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

TOWN OF CAMP VERDE GAZEBO DEMOLITION PROJECT

23-176

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **Town of Camp Verde**, Yavapai County, State of Arizona (herein called the "**Town**") acting herein by the **Mayor, Dee Jenkins**, and Common Council, party of the first part, and **(Enter Chosen Contractor Here)** (herein called the "**Contractor**") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the **Contractor** to render construction services (**Work**) for the Town of Camp Verde Gazebo Demolition Project # 23-176, located within the Town of Camp Verde, Arizona 86322.

1. Work

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

2. Access to Information

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

3. Project Manager - Administration

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

4. Agreement Time

The Town of Camp Verde shall contact the successful Contractor/Bidder once the project is formally awarded by the Town of Camp Verde Council and Mayor to schedule a pre-construction meeting with Public Works and Staff. At this meeting, the Contractor shall provide the Town of Camp Verde with performance and payment bonds for the total project as well as a tentative Project Work Schedule. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Public Works Department before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Public Works Department, the pre-construction meeting shall then be scheduled. At this pre-construction meeting the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall provide the Contractor/Bidder with a formal Notice to Proceed with the project starting dates, term of project, and project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Public Works Department at this Pre-Construction Meeting as a formal agreement to the Project Schedule and duration. This will serve to establish the project completion date and the start date for liquidated damages should the Agreement completion date be exceeded by the Contractor due to inadequate performance.

5. Compensation

The maximum amount of compensation and reimbursement to be paid to the **Contractor** for the completion of the **Work** as specified in this Agreement shall not exceed that amount given by the **Contractor** in their formal bid; which has been voted on by the Town of Camp Verde Council followed by their acknowledgement and acceptance by issuing the **Contractor** a formal **Notice of Award** for this

Project. Any adjustments to Compensation for change orders or changes made to the **Work** by the **Town** shall be handled under an additional written Agreement between the **Town** and the **Contractor** and follow the Town of Camp Verde Financial Operations Guide and may be subject to approval/disapproval by the Town of Camp Verde Council.

6. Termination of Agreement

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

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

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

7. Miscellaneous Provisions

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

In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.
- c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- d. This Agreement represents the entire understanding of the TOWN and **Contractor** as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to this Agreement. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

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

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

9. Insurance/Bonding

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

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

10. Indemnity

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

11. Agreement Documents

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

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

For the Town of Camp Verde

Approved as to Form:

Town Attorney

Mayor, Dee Jenkins

Attest:

Town Clerk, Cindy Pemberton

For the Contractor:

Contractor's Representative: Signature/Name/Title



Agenda Report Form – Section I

Meeting Date:

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

Requesting Department: *Town Manager*

Staff Resource/Contact Person: *Barbara Goodrich, Interim Deputy Town Manager*

Agenda Title (be exact): Discussion and possible approval designating the Mayor as signatory on the letter of support regarding provided the Yavapai-Apache Land Exchange

List Attached Documents: Letter of Support

Estimated Presentation Time: 5

Estimated Discussion Time: 5

Reviews and comments Completed by:

Town Manager: _____ Department Head: _____

Town Attorney Comments: _____

Risk Management: _____

Finance Department
Fiscal Impact:
Budget Code: _____ none _____ **Amount Remaining:** _____
Comments:

Background Information: The Town of Camp Verde enjoys a positive and respectful relationship with the Yavapai-Apache Nation (Nation). As part of the mutual interests shared by our respective organizations, the Town and Nation entered into an Intergovernmental Agreement (IGA) t in 2022 to address how new lands to be obtained by the Nation will be managed. The Nation is proposing to exchange and transfer to the United States approximately 4,780 acres of Nation-owned inholdings within National Forest land in Arizona for approximately 3,200 acres that are within the Prescott and Coconino National Forests that is mostly contiguous to the Nation’s reservation. The attached letter is directed to the U.S. Department of Agriculture and the U.S. Forest Service to provide support from the Town for this transaction to occur.

Recommended Action (Motion): Move to approve Mayor Dee Jenkins, or her designee, to sign the letter of support for the Yavapai-Apache Nation land exchange.

Instructions to the Clerk: Should this be approved by Council, provide an original copy of the letter to the Mayor to sign and forward to the Nation. Provide copies of the signed support letter to those noted as part of the carbon copy (cc) at the end of the support letter, including:

- Camp Verde Town Council
- Chairwoman, Tanya Lewis, Yavapai-Apache Nation
- Senator Kyrsten Sinema
- Senator Mark Kelly
- Congressman Eli Crane
- Dale Dieter, Forst Supervisor, Prescott National Forest

August 10, 2023

Tom Vilsack, Secretary
U.S. Department of Agriculture
1400 Independence Avenue, SW
Washington, DC 20250

Randy Moore, Chief
U.S. Forest Service
1400 Independence Avenue, SW
Washington, DC 2025
Email: randy.moore@usda.gov

Re: Support for the Yavapai-Apache Nation Land Exchange

Dear Secretary Vilsack and Chief Moore:

The Town of Camp Verde (Camp Verde or Town) would like to express its strong support for the Yavapai-Apache Nation's (Nation) proposed land exchange with the United States Forest Service.

The Nation is one of our neighbors in the Verde Valley. Camp Verde's lands are closely intertwined with the Nation's reservation lands and virtually all of the land that the Nation's hopes to acquire in the land exchange is located within the Town's municipal boundaries.

Our Town enjoys a cooperative, mutually respectful, and beneficial government-to-government relationship with the Nation. We share a common vision that emphasizes the need to maintain the character of the area, meeting the economic needs of both our communities, and preserving the Verde River. As one of our region's largest employers, the Nation's economic enterprises bring multiple benefits to our residents and the Town. Accordingly, in 2022, the Town and the Nation entered into an Intergovernmental Agreement (IGA) to address how the Nation's new lands will be managed after acquisition by the Nation. The IGA addresses a wide variety of matters, including in lieu taxes, development, zoning, regional planning and cooperation, among other things.

At present, the Nation's current land base is less than three square miles – about 1,800 acres. The Nation and its growing population need additional lands for housing, economic development, open space, and cultural uses. Growth has been incredibly difficult for the Nation because practically all current reservation lands are being used or are cannot be developed due to topography.

The Nation is proposing to exchange and transfer to the United States approximately 4,780 acres of Nation-owned inholdings within the National Forests lands in Arizona. These lands have important environmental and historic values and would resolve significant land ownership and management gaps for the Forest Service, fulfilling long term goals of the Forest Service and the public. In exchange, the Nation would receive about 3,200 acres of much-needed lands that are within the Prescott and Coconino National Forests, mostly contiguous to the Nation's reservation. The Nation is also working in parallel with the Bureau of Indian Affairs to move the exchange lands into trust as part of the Nation's existing reservation upon completion of the exchange. The Town supports this action.

We recognize this critical need for additional reservation land and wholly support the Nation's efforts in completing this land exchange. I would be happy to discuss this important matter further with you anytime.

Respectfully,

Dee Jenkins, Mayor
Town of Camp Verde

cc: Camp Verde Town Council
Chairwoman Tanya Lewis, Yavapai-Apache Nation
Senator Kyrsten Sinema
Senator Mark Kelly
Congressman Eli Crane
Dale Dieter, Forest Supervisor, Prescott National Forest



Agenda Item Submission Form – Section I

Meeting Date: Mayor and Common Council, August 16, 2023

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Pre-Session Agenda

Requesting Department: Community Development

Staff Resource/Contact Person: BJ Ratlief, Planner

Agenda Title – Public Hearing: Discussion, consideration, and possible approval of Ordinance 2023-A477, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Town of Camp Verde Planning and Zoning Ordinance, with minor text amendments within Section 203 – Use Districts, regarding residential accessory structure setbacks.

List Attached Documents:

- A. Ordinance 2023-A477
- B. Minutes Excerpt from December 1, 2022 Planning and Zoning Commission Meeting

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Executive Summary: If approved, this amendment will clarify and standardize the rear and side setbacks for accessory structures in residential zoning districts. Note this applies only to non-habitable buildings (non-dwelling units) such as sheds, barns, workshops, etc.

Staff propose a seven (7') foot interior side yard and seven (7') foot rear yard setback for accessory buildings. The current ordinance does not specify a minimum rear yard setback for accessory structures. Note: if an external or corner lot, then the side setback would be ten (10') foot.

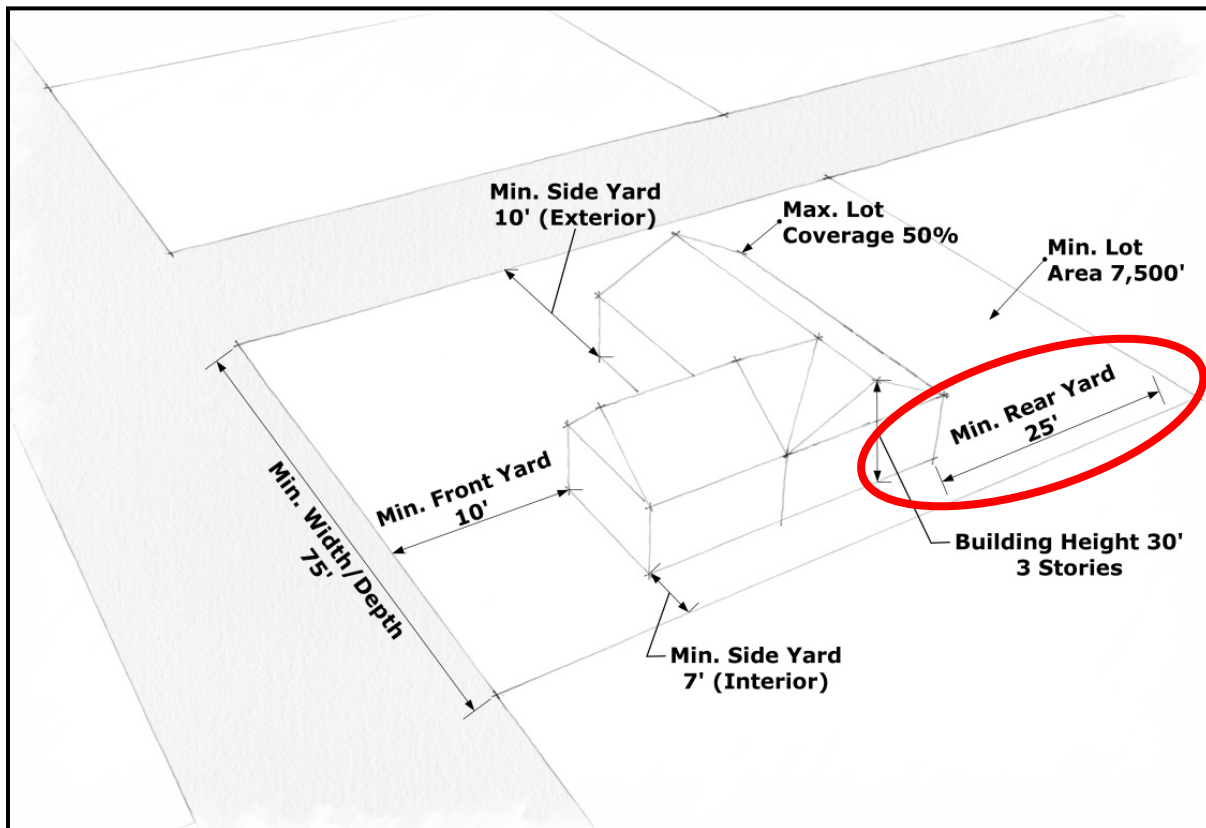
Planning and Zoning Commission: The Planning and Zoning Commission held a public hearing on these amendments to the Planning and Zoning Ordinance on December 1, 2022. No public comments were received prior to the hearing, nor were there any public comment or testimony during the Commission’s Public Hearing regarding these amendments.

Background Information: The current Planning and Zoning Ordinance was adopted on May 25, 2011, via Ordinance 2011-A374. Part Six (6) – Administration and Procedures, Section 600.C.1, allows for amendments to the Zoning Ordinance by the Council after a hearing before the Planning and Zoning Commission. Amendments may be initiated by the Council, the Planning and Zoning Commission, the public or by staff. This amendment was initiated by staff.

On December 1, 2022, the Planning and Zoning Commission held a public hearing regarding this proposed amendment. The Commission unanimously voted to recommend this amendment be approved by the Mayor and Common Council. See Attachment B for minutes from that meeting.

Discussion: A setback is a minimum distance which a structure may be installed or erected from a given boundary line. Below is a graphic from our current Planning and Zoning Ordinance for the setbacks in R1, R1L or R2 Zoning Districts.

Note, the Minimum Rear Yard setback in these residential zones is 25'.



These setbacks, for each of the zoning districts, are found in Part Two, Section 203 of the Planning and Zoning Ordinance (P&ZO, pages 30-80).

In addition, the existing Ordinance includes an exception to these setbacks for an accessory structure. This is found in Section 301.A.2.c(3) – Rear Yard Encroachments, P&ZO, page 81-82).

This section states:

3) A detached accessory structure may be placed in a required rear yard provided it does not:

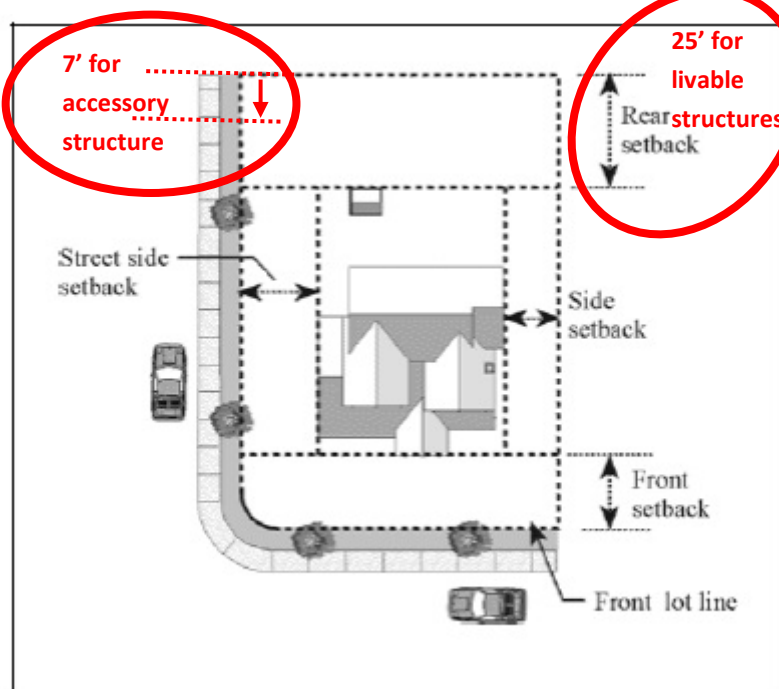
- a) Encroach upon the end quarter of a through lot, or double frontage lot
- b) Be nearer the side property line of the front half of any adjacent lot than the required side yard of such lot.
- c) No portion of an accessory building to be used for dwelling or sleeping purposes shall be nearer any property line than is allowed for a principal building.

Note that this section does not specify a rear setback. It is the purpose of this amendment to specify and set a clear standard for this setback.

Also note this section identifies accessory buildings shall not be used for dwelling or sleeping purposes. These specifications limit this exception to structures such as sheds, garages, barns, workshops, gazebos, etc. Accessory Dwelling Units (aka guest houses) and other residential uses would be required to meet the same setback as the primary structure.

This exception states an accessory structure may be placed within the required rear setback. It does not however, provide a specified minimum footage from the rear boundary line where these structures may be placed. Therefore, the purpose of this amendment is to update and clarify this exception by providing a specific rear setback for accessory structures.

By working policy, staff have recommended to applicants that the rear yard setback be



at least five (5') feet from the property line. The five (5) foot allowance is based upon building code, not the Zoning Ordinance. A building that is set at least five (5') foot from the property line does not require any special fire protection measures. This is intended to ensure a minimum ten 10' foot separation between buildings on adjacent properties. However, with proper construction and fire protection, staff have allowed some structures to be built less than five (5') feet from the rear property line. For purposes of

clarification and standardization, staff recommend requiring a seven (7') foot internal side and rear setback for accessory buildings and a ten (10') foot external side (corner lot) for all residential zoning districts.

Currently, most of the residential use districts have a seven (7') foot side setback with ten (10') foot setback on a corner lot. The only exception is the RR-2A Use District, which requires a 25' (interior), 30' (exterior) side yard setback and a fifty foot (50') rear setback.

See Proposed Amendment to Dimensional Standard Tables below for a redlined text of the recommended revisions. These are included as tables for each residential Zoning Use Districts.

If approved, these tables will display setbacks for dwelling units and for accessory buildings. See Section 203 – Use Districts for R1L, R1, R2, RR, and RS (P&ZO, pages 31-43).

Other Jurisdictions: There has been some discussion about reducing the side and rear yard setbacks to five (5') feet, instead of the seven (7') feet proposed. If reduced from seven (7') feet to five (5') feet, fire code and building code requirements could still be met without any special construction techniques.

Staff reviewed several other zoning ordinances and found that the setbacks for accessory structure vary widely. Some examples are noted below for reference. For consistency and clarity, staff recommend 7' rear and side yard setbacks for accessory structures.

- Chino Valley – 10' side and 10' rear
- Cottonwood – 5' side and 5' rear
- Sedona – 5' rear, side has to match the setback of the primary structure (ranges from 5' to 25')
- Yavapai County – varies depending on zoning. Typically, 7' to 25' on side and 25' to 50' on rear

Proposed Amendment to Dimensional Standard Tables:

Table 2-1 R1L: Dimensional Standards (page 33)

Zoning District R1L	<u>Dwelling Unit</u>	<u>Accessory Buildings Per Section 301.A.2.c(3)</u>
Minimum Lot Area (sq.ft.)	7,500'	<u>7,500</u>
Minimum Width OR Depth (feet)	75'	<u>75'</u>
Maximum Bldg Ht (stories)	2	<u>2</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	50%	<u>50%</u>
Minimum Front Yard (feet)	20'	<u>20'</u>
Minimum Rear Yard (feet)	25'	<u>7'</u>
Minimum Side Yard Interior (feet)	7'	<u>7'</u>
Minimum Side Yard Exterior (feet)	10'	<u>10'</u>

Table 2-2: R1 Dimensional Standards (page 35)

Zoning District R1	<u>Dwelling Unit</u>	<u>Accessory Buildings Per Section 301.A.2.c(3)</u>
Minimum Lot Area (sq.ft.)	10,000' (or as determined by suffix)	<u>10,000' (or as determined by suffix)</u>
Minimum Width OR Depth (feet)	80' (or as determined by suffix)	<u>80' (or as determined by suffix)</u>
Maximum Bldg Ht (stories)	2	<u>2</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	50%	<u>50%</u>
Minimum Front Yard (feet)	20'	<u>20'</u>
Minimum Rear Yard (feet)	25'	<u>7'</u>
Minimum Side Yard Interior (feet)	7'	<u>7'</u>
Minimum Side Yard Exterior (feet)	10'	<u>10'</u>

Table 2-3: R2 Dimensional Standards (page 37)

Zoning District R2	<u>Dwelling Unit</u>	<u>Accessory Buildings Per Section 301.A.2.c(3)</u>
Minimum Lot Area (sq.ft.)	7,500'	<u>7,500'</u>
Minimum Width OR Depth (feet)	75'	<u>75'</u>
Maximum Bldg Ht (stories)	3	<u>3</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	50%	<u>50%</u>
Minimum Front Yard (feet)	10'	<u>10'</u>
Minimum Rear Yard (feet)	25'	<u>7'</u>
Minimum Side Yard Interior (feet)	7'	<u>7'</u>
Minimum Side Yard Exterior (feet)	10'	<u>10'</u>

Table 2-4: RR Dimensional Standards (page 40)

Zoning District R-R	<u>Dwelling Unit</u>	<u>Accessory Buildings Per Section 301.A.2.c(3)</u>
Minimum Lot Area (sq.ft.)	87,120' (2 acres)	<u>87,120' (2 acres)</u>
Minimum Width OR Depth (feet)	225'	<u>225'</u>
Maximum Bldg Ht (stories)	2	<u>2</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	15%	<u>15%</u>
Minimum Front Yard (feet)	50'	<u>50'</u>
Minimum Rear Yard (feet)	50'	<u>7'</u>
Minimum Side Yard Interior (feet)	25'	<u>7'</u>
Minimum Side Yard Exterior (feet)	30'	<u>10'</u>

Table 2-5: RS Dimensional Standards (page 43)

Zoning District R2	<u>Dwelling Unit</u>	<u>Accessory Buildings Per Section 301.A.2.c(3)</u>
Minimum Lot Area (sq.ft.)	7,500'	<u>7,500'</u>
Minimum Width OR Depth (feet)	75'	<u>75'</u>
Maximum Bldg Ht (stories)	3	<u>3</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	50%	<u>50%</u>
Minimum Front Yard (feet)	10'	<u>10'</u>
Minimum Rear Yard (feet)	25'	<u>7'</u>
Minimum Side Yard Interior (feet)	7'	<u>7'</u>
Minimum Side Yard Exterior (feet)	10'	<u>10'</u>

The following have been completed by staff:

- A public hearing notice was placed in the Verde Independent Newspaper on November 13, 2022 and November 16, 2022 and
- A meeting agenda was posted at Town Hall and Bashas'
- Public Hearing held by Planning and Zoning Commission on December 1, 2022.
- A public notice was placed in the Verde Independent Newspaper on July 30 and August 2, 2023

Note – direct mail to residents is not required for zoning ordinance amendments.

Recommended Action (Motion): Motion to approve Ordinance 2023-A477, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Town of Camp Verde Planning and Zoning Ordinance, with minor text amendments within Section 203 – Use Districts, regarding residential accessory structure setbacks.

Attachment A

Ordinance 2023-A477



ORDINANCE 2023-A477

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE TOWN OF CAMP VERDE PLANNING AND ZONING ORDINANCE, WITH MINOR TEXT AMENDMENTS WITHIN SECTION 203 – USE DISTRICTS, REGARDING RESIDENTIAL ACCESSORY STRUCTURE SETBACKS.

WHEREAS, the Town of Camp Verde adopted the Planning and Zoning Ordinance 2011-A374, approved May 25, 2011; and

WHEREAS, Part 6, Section 600, C.1 of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of zoning text regulations of the Planning and Zoning Ordinance by the Town Council; and

WHEREAS, these Text Amendments were reviewed by the Planning and Zoning Commission on December 1, 2022, in a public hearing that was advertised and posted according to state law. The Commission recommended the Mayor and Common Council approve these amendments as presented; and

WHEREAS, the Town Council has an abiding interest in protecting the public health safety and welfare by establishing requirements for provisions of the Planning and Zoning Ordinance by including definitions and text amendments.

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

Section 1. The Town Council hereby finds as follows:

- A. Text Amendments may be initiated by the Planning & Zoning Commission, the Town Council, staff of the Town of Camp Verde or by application of a property owner per Part 6, Section 600, C.1 of the Planning and Zoning Ordinance. These Text Amendments were initiated by staff of the Community Development Office.
- B. The proposed Text Amendment will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.

Section 2. Text amendments for Accessory Structures Section 203 – Use Districts for R1L, R1, R2, RR and RS for Accessory Structures:

Table 2-1 R1L: Dimensional Standards (page 33 of P&Z Ordinance)

Zoning District R1L	<u>Livable Structures</u>	<u>Accessory Buildings</u> <u>Per Section 301.A.2.c(3)</u>
Minimum Lot Area (sq.ft.)	7,500'	<u>7,500</u>
Minimum Width OR Depth (feet)	75'	<u>75'</u>
Maximum Bldg Ht (stories)	2	<u>2</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	50%	<u>50%</u>
Minimum Front Yard (feet)	20'	<u>20'</u>
Minimum Rear Yard (feet)	25'	<u>7'</u>
Minimum Side Yard Interior (feet)	7'	<u>7'</u>
Minimum Side Yard Exterior (feet)	10'	<u>10'</u>

Table 2-2: R1 Dimensional Standards (page 35 of P&Z Ordinance)

Zoning District R1	<u>Livable Structures</u>	<u>Accessory Buildings</u> <u>Per Section 301.A.2.c(3)</u>
Minimum Lot Area (sq.ft.)	10,000' (or as determined by suffix)	<u>10,000' (or as determined by suffix)</u>
Minimum Width OR Depth (feet)	80' (or as determined by suffix)	<u>80' (or as determined by suffix)</u>
Maximum Bldg Ht (stories)	2	<u>2</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	50%	<u>50%</u>
Minimum Front Yard (feet)	20'	<u>20'</u>
Minimum Rear Yard (feet)	25'	<u>7'</u>
Minimum Side Yard Interior (feet)	7'	<u>7'</u>
Minimum Side Yard Exterior (feet)	10'	<u>10'</u>

Table 2-3: R2 Dimensional Standards (page 37 of P&Z Ordinance)

Zoning District R2	<u>Livable Structures</u>	<u>Accessory Buildings</u> <u>(Per Section 301.A.2.c(3))</u>
Minimum Lot Area (sq.ft.)	7,500'	<u>7,500'</u>
Minimum Width OR Depth (feet)	75'	<u>75'</u>
Maximum Bldg Ht (stories)	3	<u>3</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	50%	<u>50%</u>
Minimum Front Yard (feet)	10'	<u>10'</u>
Minimum Rear Yard (feet)	25'	<u>7'</u>
Minimum Side Yard Interior (feet)	7'	<u>7'</u>
Minimum Side Yard Exterior (feet)	10'	<u>10'</u>

Table 2-4: RR Dimensional Standards (page 40 of P&Z Ordinance)

Zoning District R-R	<u>Livable Structures</u>	<u>Accessory Buildings</u> <u>Per Section 301.A.2.c(3)</u>
Minimum Lot Area (sq.ft.)	87,120' (2 acres)	<u>87,120' (2 acres)</u>
Minimum Width OR Depth (feet)	225'	<u>225'</u>
Maximum Bldg Ht (stories)	2	<u>2</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	15%	<u>15%</u>
Minimum Front Yard (feet)	50'	<u>50'</u>
Minimum Rear Yard (feet)	50'	<u>7'</u>
Minimum Side Yard Interior (feet)	25'	<u>7'</u>
Minimum Side Yard Exterior (feet)	30'	<u>10'</u>

Table 2-5: RS Dimensional Standards (page 43 of P&Z Ordinance)

Zoning District R2	<u>Livable Structures</u>	<u>Accessory Buildings</u> <u>Per Section 301.A.2.c(3)</u>
Minimum Lot Area (sq.ft.)	7,500'	<u>7,500'</u>
Minimum Width OR Depth (feet)	75'	<u>75'</u>
Maximum Bldg Ht (stories)	3	<u>3</u>
Maximum Bldg Ht (feet)	30'	<u>30'</u>
Maximum Lot Coverage (%)	50%	<u>50%</u>
Minimum Front Yard (feet)	10'	<u>10'</u>
Minimum Rear Yard (feet)	25'	<u>7'</u>
Minimum Side Yard Interior (feet)	7'	<u>7'</u>
Minimum Side Yard Exterior (feet)	10'	<u>10'</u>

Section 3. All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provisions of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. These ordinances are effective upon the expiration of a thirty 30-day period following the adoption hereof and completion of publication and any posting as required by law.

PASSED AND APPROVED by a majority vote of the Mayor and Common Council of the Town of Camp Verde, Arizona on this 16th day, August 2023.

Dee Jenkins - Mayor

Date: _____

Approved as to form:

Attest: _____
Cindy Pemberton, Town Clerk

Town Attorney, Pierce | Coleman

Attachment B

Minutes

Planning and Zoning Commission

December 01, 2023

Pages 1 and 4

FINAL MINUTES
REGULAR SESSION
THE PLANNING AND ZONING COMMISSION
TOWN OF CAMP VERDE 473 S. MAIN STREET
CAMP VERDE, AZ. 86322
COUNCIL CHAMBERS STE. 106
THURSDAY, DECEMBER 1, 2022
6:30 PM

All Commission meetings will end at 9 PM, any remaining agenda items will be heard at the next Commission meeting.

1. Call to Order

Chairman Faiella called the meeting to order at 6:32 p.m.

2. Roll Call

Chairman Andrew Faiella, Vice Chairman Todd Scantlebury, Commissioners Greg Blue, William Tippet, Michael Hough, Ingrid Osses were present. Robert Foreman is absent.

Also Present

Community Development Director John Knight, Town Planner BJ Rattlief, Zoning Inspector Cory Mulcaire and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Chairman Faiella 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 Commission so requests.

A. Approval of Minutes: September 8, 2022, Regular Session
September 22, 2022, Executive Session (recorded and on file in clerk's office)
September 22, 2022, Special Session

B. Set Meeting Dates: December 8, 2022, at 6:30pm Special Session - Cancel (probable)
January 5, 2023, at 6:30pm Regular Session - Cancel (probable)
January 12, 2023, at 6:30pm Special Session - Cancel (probable)
January 19, 2023, at 6:30pm Special Session (Propose, must be approved by
Town Manager)

Community Development Director pointed out some corrections that were made to the minutes. For the record they are:

1. September 8, 2022, page 11 of 85, Public Hearing 8:27pm, under Commission Discussion, should be "~~the~~ she thinks".
2. Page 21, under Tanya Lewis as well as page 22, under Jon Bassous, where it says "see attached", should have attached the handout from the meeting to the record of the minutes. This was not included when given to the Commission to review. This should be part of the permanent record.
3. Commissioner Osses pointed out a spelling error of her last name on page 23.

Mr. Knight said a proposal will go to Council where they will set the Planning and Zoning Commission meeting dates for the year. The next expected meeting date is January 19, 2023.

Motion was made by Commissioner Hough to accept the consent agenda with corrections made by staff. Second was made by Commissioner Osses.

Motion passes 5-1.

7. Public Hearing – Accessory Building Setbacks: Discussion, consideration, and possible recommendation to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve amending the Town of Camp Verde Planning & Zoning Ordinance with minor text amendments within Section 203, related to accessory buildings.

Staff Comments

Town Planner BJ Ratlief said this amendment will clarify and standardize the rear and side setbacks for accessory buildings in residential zoning districts. This applies to non-habitable buildings (dwelling units) only, such as sheds, barns, workshops, etc. Staff proposes a seven (7') foot side yard and seven (7') rear yard setback for accessory buildings for consistency. This would provide a standard measurement of how far into a setback it may encroach.

Public Hearing Open 7:14pm

Stephen Magoon of 3510 S. Sierra Lane- said changing it to 7feet is more than just a change of a couple of feet. If a neighbor build something 7 foot from property line, it could reduce views of the sun set/mountains. If the only problem we are solving is for consistency, there are other ways to solve this. He recommends this be reworked or withdrawn.

Public Hearing Closed 7:16pm

Commission Discussion

Commissioner Blue thinks Mr. Magoon is misinterpreting the setbacks. Staff is recommending going from a 0 feet set back to a 7-foot setback.

Commission discussed the current setbacks verses what is being proposed.

Motion was made by Commissioner Blue to recommend to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve amending the Town of Camp Verde Planning & Zoning Ordinance with minor text amendments within Section 203, related to accessory buildings. Second was made Vice Chairman Scantlebury.

Roll Call:

Chairman Andrew Faiella: aye
 Vice Chairman Todd Scantlebury: aye
 Commissioner Greg Blue: aye
 Commissioner Bill Tippet: aye
 Commissioner Michael Hough: aye
 Commissioner Ingrid Osses: aye
 Commissioner Robert Foreman: absent

Motion passed unanimously 6-0.

8. Public Hearing – Utility and Marijuana Fencing Exemptions: Discussion, consideration, and possible recommendation to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve amending the Town of Camp Verde Planning & Zoning Ordinance with minor text amendments within Section 301.B, related to utility and marijuana fencing exemption.

Staff Comments

Town Planner BJ Ratlief said utility companies and marijuana facilities are required to have taller fences than are currently allowed in Town of Camp Verde Planning and Zoning Ordinance. If approved, this amendment would allow these entities to build the fence that is needed without having to apply of a variance and delaying their project. A proposed clarification is also included that would allow residential properties of differing elevations to construct a fence up to eight (8') in height. The current Planning and Zoning Ordinance is not consistent with common practice for utility companies to construct a higher fence. Recently, the town



Town of Camp Verde

Agenda Report Form – Section I

Meeting Date: Mayor and Common Council, August 16, 2023

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

Requesting Department: Community Development

Staff Resource/Contact Person: BJ Ratlief, Planner

Agenda Title - Public Hearing: Discussion, consideration, and possible approval of Ordinance 2023-A478, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Town of Camp Verde Planning and Zoning Ordinance with minor text amendments within Section 502.A – Land Division, regarding text edits to clarify language.

List Attached Documents:

- A. Ordinance 2023-A478
- B. Minutes Excerpt from December 1, 2022 Planning and Zoning Commission Meeting

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Summary: If approved, this amendment will clarify confusing and inconsistent language within the current Planning and Zoning Ordinance.

This clarification will help the Community Development Department ensure all future land divisions are properly reviewed and approved by Town staff and thereby meet current zoning ordinances prior to being recorded with Yavapai County.

Planning and Zoning Commission: The Planning and Zoning Commission held a public hearing on these amendments to the Planning and Zoning Ordinance on December 1, 2022. No public comments were received prior to the hearing, nor were there any public comment or testimony during the Commission’s Public Hearing regarding this amendment.

Background Information: The current Planning and Zoning Ordinance was adopted on May 25, 2011, via Ordinance 2011-A374. Part Six (6) – Administration and Procedures, Section 600.C.1, allows for amendments to the Zoning Ordinance by the Council after a hearing before the Planning and Zoning Commission. Amendments may be initiated by the Council, the Planning and Zoning Commission, the public or by staff. This amendment was initiated by staff.

Discussion: The current Planning and Zoning Ordinance, Section 502.A - Land Division, contains several text errors which create confusion and appear to exempt parcels over 2.5 acres from requiring land division approval. These text errors have resulted in several land divisions being recorded with Yavapai County which were never reviewed nor approved by Town staff. Therefore, staff recommends the following updates and corrections to the Town Planning and Zoning Ordinance. These updates are in compliance with Arizona Revised Statutes.

See below for recommended revision, red text, to **Section 502A. – Land Division** (P&ZO, page 139):

Proposed Amendment:

Section 502A. – Land Division

A. Land Division~~s~~ may result in new roadways, additional homes and the need for Town services. It is important for the public welfare that land division has proper guidance and control. Arizona Revised Statutes, Title 9, Section 463.01 provides authority for municipalities to regulate by ordinance land splits. In no way is it intended by this subsection to prohibit the division of land as authorized by Arizona State Law and the Town's subdivision regulations that pertain to the creation of four or more lots, parcels or tracts of land, or to the creation of two or more lots, parcels or tracts where a new street is involved. Any lot or parcel established within the Town limits will be subject to review by the Community Development Department and may will require a Minor Land Division permit, ~~l~~ot ~~l~~ine ~~a~~Adjustment or ~~s~~Subdivision ~~p~~lat as described herein.

1. Land Division: Any parcel or tract of land ~~containing 2.5 acres or less~~ split into two or three separate lots, tracts or parcels of land, creating no more than three parcels, lots or tracts in total, and where no new street is involved, must have a Minor Land Division Permit approved by the Community Development Department.

a. This approval will ensure the newly created lots or parcels:

- 1) Comply with applicable zoning regulations;*
- 2) Are not creating land-locked parcels;*
- 3) Do not constitute a subdivision; and*
- 4) Ensure access is provided to all newly created parcels.*

b. A ~~m~~Minor ~~l~~and ~~d~~ivision permit is required if property is split by:

- 1) Recording a contract of sale;*

- 2) *Recording a deed of conveyance; and/or*
- 3) *Requesting a split of a tax assessor parcel.*

c. Upon receipt of a complete Minor Land Division Permit application, the Community Development Director shall respond to the permit request within ten working days. A denial can be based on any one of the following:

- 1) *The parcels resulting from the division do not conform to size, width/depth requirements and other zoning regulations;*
- 2) *A parcel or adjacent property becomes landlocked and does not have legal access; and/or*
- 3) *The division of land would result in a subdivision as defined by the subdivision regulations.*

d. The application shall include:

- 1) *A legal description of the property;*
- 2) *A comprehensive list of all property owner(s) and buyer(s), as well as any other parties of interest to the land division;*
- 3) *A description of how the newly created parcels will be accessed, including any of the following:*
 - a) *A recorded easement or a proposed easement to be recorded when the lot is split; or*
 - b) *Fronts onto a dedicated right-of-way or street.*
- 4) *A map, drawn to scale, showing the following:*
 - a) *Existing and proposed property lines;*
 - b) *Access and utility easements;*
 - c) *Dimensions and the location of existing structures along with a brief description of use (i.e., residence or type of use for accessory structure).*
- 5) *Any fee(s) for filing a Minor Land Division Permit application shall be listed in the Town Fee Schedule.*

The following have been completed by staff:

- **A public hearing notice was placed in the Verde Independent Newspaper on November 13, 2022 and November 16, 2022 and**
- **A meeting agenda was posted at Town Hall and Bashas’**
- **Public Hearing held by Planning and Zoning Commission on December 01, 2022.**
- **A public notice was placed in the Verde Independent Newspaper on July 30 and August 2, 2023**

Note – direct mail to residents is not required for zoning ordinance amendments.

Recommended Action (Motion): Motion to approve Ordinance 2023-A478, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Town of Camp Verde Planning and Zoning Ordinance with minor text amendments within Section 502.A – Land Division, regarding text edits to clarify language.

Attachment A

Ordinance 2023-A478



ORDINANCE 2023-A478

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE TOWN OF CAMP VERDE PLANNING AND ZONING ORDINANCE, WITH MINOR TEXT AMENDMENTS WITHIN SECTION 502.A - LAND DIVISION, REGARDING TEXT EDITS TO CLARIFY LANGUAGE.

WHEREAS, the Town of Camp Verde adopted the Planning and Zoning Ordinance 2011-A374, approved May 25, 2011; and

WHEREAS, Part 6, Section 600, C.1 of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of zoning text regulations of the Planning and Zoning Ordinance by the Town Council; and

WHEREAS, these Text Amendments were reviewed by the Planning and Zoning Commission on December 01, 2022, in a public hearing that was advertised and posted according to state law. The Commission recommended the Mayor and Common Council approve these amendments as presented; and

WHEREAS, the Town Council has an abiding interest in protecting the public health safety and welfare by establishing requirements for provisions of the Planning and Zoning Ordinance by including definitions and text amendments.

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

Section 1. The Town Council hereby finds as follows:

- A. Text Amendments may be initiated by the Planning & Zoning Commission, the Town Council, staff of the Town of Camp Verde or by application of a property owner per Part 6, Section 600, C.1 of the Planning and Zoning Ordinance. These Text Amendments were initiated by staff of the Community Development Office.
- B. The proposed Text Amendment will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.

Section 2. Section 502.A – Land Division (page 139 of P&Z Ordinance):

Land Divisions may result in new roadways, additional homes and the need for Town services. It is important for the public welfare that land division has proper guidance and control. [Arizona Revised Statutes, Title 9, Section 463.01 provides authority for municipalities to regulate by ordinance land splits.](#) In no way is it intended by this subsection to prohibit the division of land as authorized by Arizona State Law and the Town's subdivision regulations that pertain to the creation of four or more lots, parcels or tracts of land, or to the creation of two or more lots, parcels or tracts where a new street is involved. Any lot or parcel established within the Town limits will be subject to review by the Community Development Department and ~~may will~~ require a Minor Land Division permit, ~~IL~~ot ~~IL~~ine ~~a~~Adjustment or ~~s~~ubdivision ~~p~~lat as described herein.

1. Land Division: Any parcel or tract of land ~~containing 2.5 acres or less~~ split into two or three separate lots, tracts or parcels of land, creating no more than three parcels, lots or tracts in total, and where no new street is involved, must have a Minor Land Division Permit approved by the Community Development Department.
 - a. This approval will ensure the newly created lots or parcels:
 - 1) Comply with applicable zoning regulations;
 - 2) Are not creating land-locked parcels;
 - 3) Do not constitute a subdivision; and
 - 4) Ensure access is provided to all newly created parcels.
 - b. A ~~m~~Minor ~~L~~and ~~d~~ivision permit is required if property is split by:
 - 1) Recording a contract of sale;
 - 2) Recording a deed of conveyance; and/or
 - 3) Requesting a split of a tax assessor parcel.
 - c. Upon receipt of a complete Minor Land Division Permit application, the Community Development Director shall respond to the permit request within ten working days. A denial can be based on any one of the following:
 - 1) The parcels resulting from the division do not conform to size, width/depth requirements and other zoning regulations;
 - 2) A parcel or adjacent property becomes landlocked and does not have legal access; and/or
 - 3) The division of land would result in a subdivision as defined by the subdivision regulations.
 - d. The application shall include:
 - 1) A legal description of the property;
 - 2) A comprehensive list of all property owner(s) and buyer(s), as well as any other parties of interest to the land division;
 - 3) A description of how the newly created parcels will be accessed, including any of the following:

- a) A recorded easement or a proposed easement to be recorded when the lot is split; or
 - b) Fronts onto a dedicated right-of-way or street.
- 4) A map, drawn to scale, showing the following:
- a) Existing and proposed property lines;
 - b) Access and utility easements;
 - c) Dimensions and the location of existing structures along with a brief description of use (i.e., residence or type of use for accessory structure).
- 5) Any fee(s) for filing a Minor Land Division Permit application shall be listed in the Town Fee Schedule.
2. **Lot Line Adjustment:** Land taken from one or more parcels that is added to an adjacent parcel without creating any additional parcels and which complies with this subsection. A lot line adjustment shall not be considered a land division or lot split when under the terms of the subsection provided that the proposed adjustment does not:
- a. Create any new lot;
 - b. Cause any existing lot to become substandard in size or shape;
 - c. Make substandard the setbacks of existing development on the affected property; and/or
 - d. Impair any existing required access, easement or public improvement.
 - e. Adjustments may be made to add to an existing non-conforming parcel as long as a.-d. above are satisfied even if the lot line adjustment does not bring the property to a conforming lot size status.

Section 3. All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provisions of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. These ordinances are effective upon the expiration of a thirty 30-day period following the adoption hereof and completion of publication and any posting as required by law.

PASSED AND APPROVED by a majority vote of the Mayor and Common Council of the Town of Camp Verde, Arizona on this 16th day of August, 2023.

Dee Jenkins - Mayor

Date: _____

Approved as to form:

Attest: _____
Cindy Pemberton, Town Clerk

Town Attorney, Pierce | Coleman

Attachment B

Minutes Excerpt
Planning and Zoning Commission
December 1, 2023
Pages 1 and 6

FINAL MINUTES
REGULAR SESSION
THE PLANNING AND ZONING COMMISSION
TOWN OF CAMP VERDE 473 S. MAIN STREET
CAMP VERDE, AZ. 86322
COUNCIL CHAMBERS STE. 106
THURSDAY, DECEMBER 1, 2022
6:30 PM

All Commission meetings will end at 9 PM, any remaining agenda items will be heard at the next Commission meeting.

1. Call to Order

Chairman Faiella called the meeting to order at 6:32 p.m.

2. Roll Call

Chairman Andrew Faiella, Vice Chairman Todd Scantlebury, Commissioners Greg Blue, William Tippet, Michael Hough, Ingrid Osses were present. Robert Foreman is absent.

Also Present

Community Development Director John Knight, Town Planner BJ Rattief, Zoning Inspector Cory Mulcaire and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Chairman Faiella 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 Commission so requests.

A. Approval of Minutes: September 8, 2022, Regular Session
September 22, 2022, Executive Session (recorded and on file in clerk's office)
September 22, 2022, Special Session

B. Set Meeting Dates: December 8, 2022, at 6:30pm Special Session - Cancel (probable)
January 5, 2023, at 6:30pm Regular Session - Cancel (probable)
January 12, 2023, at 6:30pm Special Session - Cancel (probable)
January 19, 2023, at 6:30pm Special Session (Propose, must be approved by
Town Manager)

Community Development Director pointed out some corrections that were made to the minutes. For the record they are:

1. September 8, 2022, page 11 of 85, Public Hearing 8:27pm, under Commission Discussion, should be "~~the~~ she thinks".
2. Page 21, under Tanya Lewis as well as page 22, under Jon Bassous, where it says "see attached", should have attached the handout from the meeting to the record of the minutes. This was not included when given to the Commission to review. This should be part of the permanent record.
3. Commissioner Osses pointed out a spelling error of her last name on page 23.

Mr. Knight said a proposal will go to Council where they will set the Planning and Zoning Commission meeting dates for the year. The next expected meeting date is January 19, 2023.

Motion was made by Commissioner Hough to accept the consent agenda with corrections made by staff. Second was made by Commissioner Osses.

No Blue Cards were received and no one was attending via ZOOM.

Public Hearing Closed 7:33pm

Commission Discussion

Motion was made by Commissioner Osses to recommend the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve amending the Town of Camp Verde Planning & Zoning Ordinance with minor text amendments within Section 301.C, related to perimeter fencing and include correcting the grammatical error on page 71. Second was made by Commissioner Blue.

Roll Call:

Chairman Andrew Faiella: aye
Vice Chairman Todd Scantlebury: aye
Commissioner Greg Blue: aye
Commissioner Bill Tippet: aye
Commissioner Michael Hough: aye
Commissioner Ingrid Osses: aye
Motion passed unanimously 6-0.

10. **Public Hearing – Land Division Lot Size: Discussion, consideration, and possible recommendation to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve amending the Town of Camp Verde Planning & Zoning Ordinance with minor text amendments within Section 502.A, related to land division.**

Staff Comments

Town Planner BJ Ratlief said the correction to this amendment will bring the Town Planning and Zoning Ordinance into compliance with Arizona Revised Statute. The current Planning and Zoning Ordinance, Section 502.A-Land Division, contains several text errors. Staff recommends making corrections, so the ordinance is consistent with Arizona Revised Statutes.

Public Hearing Open 7:38pm

No Blue Cards were received and no one was attending via ZOOM.

Public Hearing Closed 7:38pm

Commission Discussion- none

Motion was made by Commissioner Blue to recommend to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve amending the Town of Camp Verde Planning & Zoning Ordinance with minor text amendments within Section 502.A, related to land division. Second was made by Vice Chairman Scantlebury.

Roll Call:

Chairman Andrew Faiella: aye
Vice Chairman Todd Scantlebury: aye
Commissioner Greg Blue: aye
Commissioner Bill Tippet: aye
Commissioner Michael Hough: aye
Commissioner Ingrid Osses: aye
Motion passed unanimously 6-0.

11. **Public Hearing – Nonconforming Parcels Setbacks: Discussion, consideration, and possible recommendation to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to approve amending the Town of Camp Verde Planning & Zoning Ordinance with minor text amendments within Section 301.A, related to setbacks for nonconforming parcels.**

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**2022 COUNCIL-COMMITTEE ASSIGNMENTS
COUNCIL MEETING December 7, 2022**

COMMITTEES	2022-2024	MEETING TIME	MEETING PLACE	CONTACT PERSON
COPPER CANYON FIRE & MEDICAL DISTRICT LIAISON	JENKINS-ESCOFFIER	3 RD WEDNESDAY AT 2:00 P.M. ALSO ZOOM	STATION 81 ON MAIN STREET https://cc-fma.org	ROBYN COOK 567-9401 EXT 8002 CELL 928-300-7754
YAVAPAI COLLEGE GOVERNING BOARD	MCPHAIL	2 ND TUESDAY AT 1:00 P.M.	SEE ATTACHED	KAREN JONES-EXECUTIVE ASST 928-776-2307
LIAISON TO YAVAPAI-APACHE NATION	MCPHAIL-BAKER	THURSDAY AT 9:00 A.M.	2400 W DATSI STREET	KARLA REIMER 567-1003 (Call Weekly to verify meeting)
INTERGOVERNMENTAL ASSOCIATIONS/MEETINGS	ALL COUNCIL		COMMUNITY ROTATION	
NACOG-REGIONAL COUNCIL	BAKER-ESCOFFIER	QUARTERLY-4 TH THURSDAY (Feb, Apr, Jun, Aug, Oct) AT 10 AM-12 PM (EXEC 9-10)	HIGH COUNTRY CONFERENCE CENTER (HCCC) FLAGSTAFF OR AS	928-774-1895
VVREO	MURDOCK	FRIDAY, QUARTERLY AT 10:00 A.M.	YC BOARD ROOM -6 TH STREET- COTTONWOOD	634-8100
LEAGUE RESOLUTIONS COMMITTEE	MAYOR JENKINS	ANNUALLY	LEAGUE OF CITIES AND TOWNS CONFERENCE	TOM BELSHE EXECUTIVE DIRECTOR
ARIZONA MUNICIPAL RISK POOL (elected position)	N/A ELECTED POSITION	EVERY OTHER MONTH	PHOENIX	
VERDE VALLEY TRANSPORTATION ORG	BAKER-MCPHAIL	EVERY OTHER MONTH	COTTONWOOD	
VERDE VALLEY TRANSIT COMMITTEE	BAKER	MONTHLY		JASON KELLY
VV WATER USERS LIAISON	MOORE	AS NEEDED	AS NEEDED	AS NEEDED
VERDE VALLEY HOMELESS COALITION (501C3)	STEVE AYERS WILL BRING MORE INFORMATION	General meetings-4th Thursday of month 12-1. Board of Directors meets twice a month	Sycamore Rm - Spectrum Healthcare, 8 E Cottonwood, Cottonwood	Raena Avalon, Exec Dir., avalonrain@msn.com 928-202-1176
MENTAL HEALTH COALITION- VERDE VALLEY	STEVE AYERS WILL BRING MORE INFORMATION	MONTHLY		
VERDE FRONT	MOORE-JENKINS	QUARTERLY	COTTONWOOD REC CENTER	Tahnee Robertson tahnee@swdresources.com Southwest Resources, Inc. 520-444-6105
VERDE VALLEY STEERING COMMITTEE OF MATFORCE	BAKER-ESCOFFIER	2ND WEDNESDAY OF EACH MONTH 12-1:30 PM	PUBLIC SAFETY BUILDING IN COTTONWOOD	MERILEE FOWLER mfowler@matforceaz.org
PUBLIC SAFETY PERSONNEL RETIREMENT BOARD CHAIRMAN	BYLAWS INDICATE THAT MAYOR OR CHIEF ELECTED OFFICIAL OR A DESIGNEE SHALL SERVE AS CHAIR. MAYOR JENKINS	AS NEEDED	MARSHAL'S OFFICE TRAINING ROOM	
PHILLIP ENGLAND CENTER FOR THE PERFORMING ARTS FOUNDATION	WHATLEY-BAKER	1st TUESDAY OF EACH MONTH AT 4:30 PM	VVAC meeting room 385 SOUTH MAIN STREET. EX-OFFICIO-NON VOTING BOARD MEMBER POSITION	KEN ZOLL
VERDE VALLEY LEADERS	JENKINS	MONDAY A.M.		
COUNTY CO-OP	JENKINS	TWICE MONTHLY AS NEEDED		
FRIENDS OF VERDE RIVER	ESCOFFIER-BAKER			
SCHOOL BOARD	WHATLEY-MCPHAIL	TUESDAY EVENINGS-ALSO ZOOM		
SUSTAINING FLOWS MEETING	STEVE AYERS WILL BRING MORE INFORMATION			
TRUANCY COMMITTEE	MCPHAIL			
CV DARK SKIES	ESCOFFIER-BAKER			
EARTH DAY	MCPHAIL			
WELCOME HOME VIETNAM VETS-TRAVELING WALL	BAKER			