

AGENDA



**REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, July 2, 2008
at 6:30 P.M.**

1. **Call to Order**

As a reminder, if you are carrying a cell phone, pager, computer, two-way radio, or other sound device, we ask that you turn it off at this time.

2. **Roll Call**

3. **Pledge of Allegiance** – *(Please remove your hat.)*

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) September 14, 2007 – Special Session (Through an oversight, these minutes were not approved by Council.)

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

- 1) July 9, 2008 at 6:30 p.m. – Work Session
- 2) July 16, 2008 at 6:30 p.m. – Regular Session
- 3) July 23, 2008 at 6:30 p.m. – Council Hears Planning & Zoning

c) **Possible approval of the Memorandum of Understanding between Northern Arizona Council of Governments – Economic/Workforce Development Division and the Town of Camp Verde for the administration of the Voucher Transit System.** (Staff Resource: Debbie Barber)

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

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

- **Councilor German's Liaison Report regarding Camp Verde Sanitary District (District) meetings and possible discussion and/or determination of requests for placement on the District's standard agenda item for Council Updates/Reports.**

Note: Requests may be identified, but no discussion of the item will occur at this time.

7. **Discussion, consideration, and possible approval of the content of the Request for Proposal and draft consultant agreement and authorization to go to bid for the development of a Master Plan for the 118-acre Community Park.** Staff Resource: Lynda Moore

Councilor Smith requested item #8:

8. **Reconsideration, discussion, and possible award of bid and authorization to execute contracts for project 08-048, supply and delivery of aggregate base course materials. Staff recommends award to Cemex and Yavapai/Apache Sand and Rock.**

Vice Mayor Hauser requested item #9:

9. **Reconsideration, discussion, and possible appointment of a Council member to serve as liaison to the Yavapai Apache Nation.**

Councilors Garrison and Kovacovich requested item #10:

10. **Discussion, consideration, and possible direction to staff and/or the Mayor and Council as it relates to possible changes to the Town Code and/or Resolution 2003-568, which established a Code of Ethics policy, in order to clearly define the duties, powers, and responsibilities of the Mayor, the Town Council, and the Town Manager and discussion of methods in which to foster more productive working relationships between Council members and staff.**
11. **Call to the Public for Items not on the Agenda.**

There will be no Public Input on the following items:

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

Posted by: U Jones

Date/Time: 6.27.08 9:30 a.m.

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

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

**MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. MAIN STREET, ROOM 106
FRIDAY, SEPTEMBER 14, 2007
at 4:30 P.M.**

1. **Call to Order**
Mayor Gioia called the meeting to order at 4:30 p.m.

2. **Roll Call**
Mayor Gioia, Vice Mayor Hauser, Councilors Garrison, Kovacovich, Parry, and Smith were present. Councilor Elmer was absent.

Also Present:
Interim Manager Dave Smith and Town Clerk Deborah Barber

3. **Discussion, consideration, and possible appointment of a Town Manager and approval of the terms of employment.**
On a motion by Gioia, seconded by Garrison, the Council voted unanimously to appoint Mr. Michael Scannell to the position of Town Manager according to the provisions in the Town Code, with an annual salary of \$95,000. Mayor Gioia welcomed Mr. Scannell to the Town and said that Council and staff looked forward to working with him for many years to come.

Mayor Gioia expressed Council's appreciation and best wishes to the other applicants.

4. **Adjournment**
On a motion by Hauser, seconded by Garrison, the meeting was adjourned at 4:40 p.m.

Deborah Barber, Town Clerk

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 the 14th day of September 2007. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2007.

Deborah Barber, Town Clerk

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

Meeting Date: Jul 2, 2008

Meeting Type: Regular Session

Type of Presentation: Verbal Only

REFERENCE DOCUMENT: MOU with NACOG

AGENDA TITLE: (Be Exact):

Consent Agenda - Possible approval of the Memorandum of Understanding between NACOG and the Town of Camp Verde for the administration of the Voucher Transit System.

PURPOSE AND BACKGROUND INFORMATION:

The LTAF II funds were used to fund the VTS, with 15% of the funds going to NACOG for the administration of the program. There is approximately \$6,000 remaining in the program. Approval of the MOU will allow NACOG to continue administering the program.

STAFF RECOMMENDATION(S): (Suggested Motion)

Approve the Memorandum of Understanding between NACOG Economic/Workforce Development Division and the Town of Camp Verde for the administration of the Voucher Transit System program.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount

Yes

Comments:

Fund:

Line Item:

Submitting Department: Town Clerk

Contact Person: Debbie Barber

Town Manager/Designee:

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

MEMORANDUM OF UNDERSTANDING
Between Northern Arizona Council of Governments-
Economic/Workforce Development Division
and the
Town of Camp Verde, Arizona

General Provisions

I) Introduction - Purpose of Memorandum of Agreement

This Memorandum of Understanding (MOU) is made and entered into by and between the Northern Arizona Council of Governments - Economic Workforce Development, hereafter referred to as NACOG, and the Town of Camp Verde, hereafter referred to as the Town.

The purpose of this MOU is to establish an agreement between NACOG and the Town concerning their respective rights and responsibilities for the development and implementation of a voucher transit system, or VTS, which shall serve Camp Verde Residents in providing transportation services to the following areas, the Town of Camp Verde, the City of Cottonwood and the City of Sedona, hereafter referred to as the Verde Valley.

All parties agree to coordinate and collaborate their efforts in mutual planning and implementation to ensure that Camp Verde Citizens benefit from this service. The vouchers shall be issued to residents of the Town to be used for travel only within the Verde Valley. Residents of the Town will pay a \$2.00 co-payment per service provided.

II) NACOG - Authorities and Responsibilities Expressly Implied

1. Fiscal Agent: NACOG will act as the fiscal agent for the VTS being responsible to receive and disperse funds.
2. Eligibility: NACOG will establish eligibility screening which conforms to the requirements set forth. Income level shall be based primarily on current income information.
3. Reporting: NACOG will collect data regarding all VTS users to include residency, origination, user name, eligibility category, age, income level as appropriate, and destination. This information will be compiled and reported to the Town on a quarterly basis.

4. Records Management: NACOG will prepare and maintain all records relating to the VTS for the duration of this agreement. Records will be released to the Town, upon request, at the termination of this agreement.
5. Staff: NACOG shall select and employ staff in order to provide project supervision and direct client services. This staff shall also perform administrative services as applicable.
6. Compensation: NACOG will receive a 15% administrative fee for performing all duties set forth herein.
7. Contributions: NACOG, when applicable, will make available other resources to VTS recipients.

III) Services to be provided

It is understood and agreed upon by all parties that this agreement is the result of collaboration between the Town and NACOG. NACOG will develop and implement the VTS program, per the following guidelines:

1. Funds will be distributed based on residency not on origination/destination of travel, i.e., the residency of a recipient shall determine the allocation of funds from the respective Town's VTS budget.
2. Transportation originations and destinations will be limited to Town of Camp Verde, City of Cottonwood and the City of Sedona for the purpose of work, education, job search, school, social services, counseling, medical appointments. Basic needs is to be limited to Town of Camp Verde only.
3. Eligibility includes youth, elderly (55 or older), developmentally disabled and low-income adults.
4. Special needs clients and unaccompanied youth will be given transportation only when appropriate accessibility and safety precautions can be provided.
5. Clients deemed eligible will be given vouchers based on a monthly expenditure budget of the Town of residency. The vouchers will be given out on a first come first serve basis beginning on the 1st on each month.

6. Transportation will be provided only by NACOG approved and contracted vendors.
7. NACOG may, as the Town has requested, authorize processing of vouchers by select organizations as may be deemed appropriate. Said organizations will be required to comply with all record maintenance procedures set forth by NACOG to facilitate the reporting process. NACOG reserves the right to withdraw on-site voucher processing from any organization which does not comply with required procedures.
8. The Town agrees that NACOG shall not be held accountable in the event of abuse by another organization utilizing on-site voucher processing. Neither shall payments be denied for services rendered by providers in good faith.

IV) Assignment of this agreement

This agreement is not assignable in whole or in part by NACOG without the express written permission of the Town.

V) Term of this agreement

The Town and NACOG agree that the terms of this agreement will become effective upon execution by signature and shall continue in effect such time as either party provides 30 days written notice to modify or amend or terminate this agreement.

VI) Conflict of Interest

Pursuant to A.R.S. Section 38-511, the Town may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of the Town is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement with respect to the subject matter of the agreement. In the foregoing event, the Town further elects to recoup any fee or commission paid on behalf of the Town from any other party to the agreement arising as a result of this agreement.

VII) Funding Level

The Town agrees to fund the voucher program in the amount of _____ during the period July 1, 2008 to June 30, 2009. This equates to approximately _____ per month. NACOG's

15% administration charge would equal approximately _____ per month, with the remainder of the funds going directly towards funding the vouchers.

VIII) Signatures

This Memorandum of Understanding shall constitute the entire agreement of both parties and is executed upon signature.

Passed, Approved, and Adopted by the Mayor and Council of the Town of Camp Verde this ____ day of _____, 2008.

Tony Gioia, Mayor

ATTEST:

Deborah Barber, Town Clerk

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Camp Verde, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to the Town of Camp Verde.

Town Attorney

Teri Drew
NACOG – Regional Director
Economic/Workforce Development Division

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

Meeting Date: July 2, 2008

Meeting Type: Regular Session

Type of Presentation: Verbal Only

REFERENCE DOCUMENT: RFP Community Park

AGENDA TITLE: (Be Exact):

Discussion, consideration and possible approval of the content of the Request for Proposal and draft Consultant Agreement and authorization to release Request for Proposal and seek bids for the development of a Master Plan for the 118 acre Community Park site located off of Hwy. 260.

PURPOSE AND BACKGROUND INFORMATION:

Staff has worked to compile an appropriate Request for Proposal and draft Consultant Agreement for the 118 acre Community Park site. The RFP includes all necessary information and also includes a request for consultant qualifications.

STAFF RECOMMENDATION(S): (Suggested Motion)

Approve the content of the Request for Proposal and draft Consultant Agreement for the 118 acre Community Park site and authorize staff to release the Request for Proposal and seek bids from consultants for the development of a Master Plan for the 118 acre Community Park site located off of Hwy. 260

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount

N/A

Comments:

Fund:

Line Item:

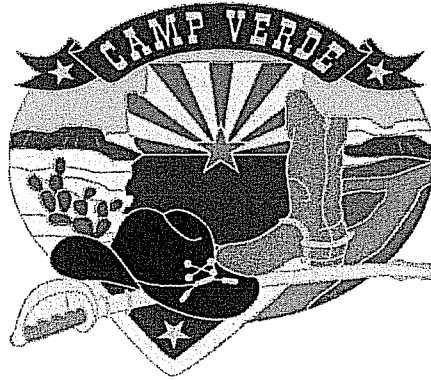
Submitting Department: Parks & Recreation

Contact Person: Lynda Moore

Town Manager/Designee:

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

Town of Camp Verde



Parks and Recreation Department
Request for Proposal
For the Development of a Master Plan
For a One Hundred Eighteen Acre Parcel of Land Owned By
The Town of Camp Verde and Located at
At McCracken Lane and Arizona State Highway 260 in
Camp Verde, Arizona

Project Number – 08-046

RFP Available for Distribution on July 3, 2008

Proposal Submission Deadline: 2:30 p.m., July, 21, 2008

Deliver Bids/Proposals to:
Parks and Recreation Department
Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

Advertisement

Request for Proposal

**For the development of a master plan for a community park
and ancillary town Facilities on a
one hundred eighteen (118) acre parcel of land owned by
the Town of Camp Verde and located at
at McCracken Lane and Arizona State Highway 260 in
Camp Verde, Arizona**

Project Number – 08-046

Notice is hereby given that the Town of Camp Verde will accept sealed bids/proposals for the development of a Master Plan for a Community Park and other ancillary Town Facilities on a one hundred eighteen acre (118) parcel of land owned by the Town of Camp Verde and located adjacent to McCracken Lane and State Highway 260 in the Town of Camp Verde.

Copies of the Request for Proposals (RFP) and the Town's standard form contract may be secured by contacting Ms. Lynda Moore, Director, Town of Camp Verde Parks and Recreation Department by telephone at (928) 567-0535 x 136. Ms. Moore may also be contacted via e-mail at lmoore@cvaz.org

A mandatory pre-bid conference for those wishing to submit proposals will be held at 1:30 pm, July 10, 2008 at the Town of Camp Verde Parks and Recreation Department Conference Room, 395 S. Main Street, Camp Verde, AZ 86322

Those individuals or firms desiring to submit bids/proposals must follow the following instructions: Submit (1) original (UNBOUND) and five (5) bound complete copies (8 ½" x 11" single-sided, paper, not to exceed 35 pages) of the sealed bid, clearly marked Community Park/Town Facilities Master Plan to Ms. Lynda Moore, Director, Parks and Recreation Department, 395 South Main Street Camp Verde, AZ 86322. Proposals will be accepted until 2:30 p.m., July 21, 2008. As soon as practical after the closing time, the bids shall be opened in public and read aloud. Bids received after the closing time shall be returned, unopened, to the bidder.

The Town of Camp Verde has the right to reject any and all bids, to waive any informalities and minor irregularities in bids, and to accept the bid deemed, in the opinion of the Town, to be in the best interest of Town of Camp Verde.

This bid will be conducted in accordance with the regulations set forth in the Town of Camp Verde Procurement Code.

As soon as practicable after the July 21, 2008 submission deadline, staff will undertake an analysis of the bids received and will advance a recommendation to the Common Council of the Town of Camp Verde for an award of bid at the August 6, 2008 meeting of said Council or as soon thereafter as is practicable.

Publish: July 3, 2008

Distribution of Advertisement:

Original: Town Clerk's Office
cc: Parks and Recreation and Assistant to the Town Manager's Files
FAX: The Bugle and The Journal

Request for Proposal
For the Development of a Master Plan for a Community Park
And Ancillary Town Facilities on a
One Hundred Eighteen Acre Parcel of Land Owned By
The Town of Camp Verde and Located at
At McCracken Lane and Arizona State Highway 260 in
Camp Verde, Arizona

Project Number – 08-046

Introduction

The Town of Camp Verde recently acquired a one hundred eighteen (118) acre parcel of land from the United States Forest Service on which the Town contemplates constructing a Community Park and other ancillary town facilities including, but not limited to, a Public Works Maintenance Yard and an Animal Shelter to be used for the care and sheltering of animals. The Town anticipates that the build out of the site will be in phases funded over what may be a ten year period.

In constructing the master plan for the development of the land referred to above, the successful respondent to the RFP will be called upon to facilitate a number of community meetings with community stakeholders who have an interest in the development of the land in question. The Stakeholder groups would include, but not necessarily be limited to the Town Council, a Technical Advisory Committee to be appointed by the Town Council, the Town's Parks and Recreation Commission, and the Town's Trails and Pathways Commission.

A mandatory pre-bid conference for those wishing to submit proposals will be held at 1:30 pm, July 10, 2008 at the Town of Camp Verde Parks and Recreation Department Conference Room, 395 S. Main Street, Camp Verde, AZ 86322

Public Participation Element of the Assignment

Staff anticipates that the public participation element for the project would include, at a minimum, the following:

The top three numerically ranked respondents will be invited to make individual presentations to the Town Council. We anticipate that said interviews will be scheduled on July 30, 2008.

A bid award is tentatively scheduled for August 6, 2008 and the contract negotiation for services to be rendered with the consulting firm selected by the Members of the Town Council which will be agendaized for the August 13, 2008 Council meeting. We anticipate issuing a notice to proceed on or about August 14, 2008.

One initial planning meeting with the Town Council in a work session setting. The purpose of this meeting would be to seek guidance from the Town Council relative to its vision for this project.

No less than one meeting with representatives of the Town's Technical Advisory Committee, a committee which would consist of the following individuals: one (1) representative of the Town's Trails and Pathways Commission, one (1) representative of the Town's Parks and Recreation Commission, one (1) representative from the Town's Planning Department (Director or Planner), the Town's Public Works Director, one (1) representative from the office of the Town Manager, one (1) member from the public at large and the Town's Park's and Recreation Director.

After sufficient data have been collected and once a concept for the project has taken shape, a second meeting with the Town Council should be scheduled for the purpose of discussing the concept(s) being developed.

A final meeting with the Town Council, to be held no later than November 12, 2008, during which the consultant's final report would be presented for review, consideration and approval by the Town Council. For public presentation at this meeting, the consultant shall prepare two (2) mounted, color graphic display boards illustrating conceptual design and alternatives. Additional boards may include design details for

specific amenities or elements. These boards shall be used at the final public meeting. One (1) board shall be given to the Town of Camp Verde after the first public meeting for patron preview. The second board shall be delivered to the Town at the conclusion of the contract for future use by the Town.

Final Report Submittal Requirements

A draft of the consultant's final report shall be delivered to the Ms. Lynda Moore, Director of Parks and Recreation for the Town of Camp Verde no later than October 31, 2008.

Critical Elements Required in the Response to the Call for the RFP

In preparing its report, the Town Council would expect the final submittal from the consultant selected for this assignment to include at a minimum the following elements:

A project schedule (GANNT Chart) which depicts the critical elements of the project and the completion dates for each such element.

An organizational chart of key personnel proposed to be assigned to this project, noting their responsibilities and relationships. Also, include specific individual resumes for your key team members which describe, at a minimum, their previous work experience which is relevant to this project. Additionally, please provide a list of these key personnel which indicates your general estimate of the total person-days each key team member can be expected to commit to the conduct of this project. A schedule of hourly rates should be provided for all personnel involved in the project.

A brief description of other relevant projects on which your firm or team has worked. This should include projects which are similar to this project. Please also provide client references for contact on these projects. Please note the title of the project(s), name of the agency/client, and the name and phone number of a contact person in that agency who can best speak about their experiences with your firm/team vis a vis each project referenced.

An analysis of the topographic and geotechnical constraints, drainage improvements which may be required as a result of placing improvements on the land, environmental constraints, traffic circulation related constraints, including ingress and egress challenges, as well as a traffic circulation plan within the boundaries of the 118 Acre Parcel and public utility constraints, which may exist on the site and which may define the manner with which the site is ultimately developed.

A series of recommendations, based on data collected from stakeholder meetings and technical analyses conducted which speak to types of recreational amenities and support facilities which could be constructed on the site including their respective locations as well as the proposed location of said amenities.

In addition, the consultant, based on input from the stakeholder groups, as well as data collected from analyses performed should make a series of recommendations relative to the proposed location(s) within the site on which the Town might construct a Public Works Maintenance Yard and an Animal Shelter facility.

An analysis of the individual costs the Town might expect to incur if it were to move forward with a plan to construct the recreational amenities and support facilities, the Public Works Maintenance Facility, and the Animal Shelter capital facilities recommended in the final report.

Develop a ten year phasing plan for the construction of the improvements referred to above. The phasing plan should factor for the construction of the Public Works Maintenance Facility and the Animal Shelter in year two of the phased development plan.

Proposals must be signed by a duly authorized official(s) of the firm. Consortiums, joint ventures, or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one prime contractor or one legal entity which shall not be a subsidiary of affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team. The one prime consultant should be responsible for at least 70% of the total billable work.

Project Costs:

The respondent to the RFP shall be required to construct a project cost analysis which depicts at a minimum the following:

1. Direct Labor – Fees – Expenses (staffing assignment- hourly rate)
2. Indirect Costs – Additional Consulting Services
3. Reimbursable Expenses – i.e. document reproduction, drawing reproductions, long-distance telephone, travel within the State of Arizona. The Consultant agrees the expenses shall be normal, reasonable and in keeping with prudent and conservative expenditure of public monies

Selection Criteria

A committee will engage in a three-step process in order to make a final recommendation for award. The first step will consist of a qualification appraisal which will result in the proposals received being ranked numerically based on the following criteria:

Evaluation Form

CRITERIA		WEIGHT	RATING	SCORE
A	Design Expertise:			
	Specialized experience, technical ability	20		
	Capacity/capability: Experience of key personnel and diversity of skills	20		
	Past record of contract performance on similar projects including, demonstrated ability to meet project time schedules and experience with other governmental entities.	10		
B	Project Approach	10		
C	Project Schedule	5		
D and E	Cost of services	25		
	Oral Presentation (if necessary): Presentation skills, overall ability to communicate clearly and concisely. Ability to respond to specific concerns of the County staff, which may be presented in a "what if" format.	10		

Total Points	
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RATING GUIDE (Actual may be any number from 0 - 10 using this guide)

- 2 Marginal
- 5 Acceptable
- 8 Good
- 10 Outstanding

Consultant Agreement

For The Development of a Master Plan
For a Community Park
and
Ancillary Town Facilities
On a One-hundred Eighteen (118) Acre Parcel
Located at McCracken Lane and Arizona State Highway 260
Camp Verde, Arizona

The term "Consultant" hereinafter shall refer to the successful respondent to the RFP and the term "Town" hereinafter shall refer to the Town of Camp Verde, a municipal corporation.

This Consultant Agreement is made and entered into on the ____ day of _____, 2008, by and between Consultant and the Town ("Town") for the development of a master plan for a 118 acre Community Park and other Ancillary Town Facilities. The parties agree as follows:

Section I. Period of Service

This Agreement shall be for the period commencing on the Town approval date of this Agreement and continuing until the 12th day of November 2008 unless terminated sooner by the parties.

Section II. Compensation

Consultant shall provide consulting services to develop a Master Plan for a 118 acre Community Park and other Ancillary Town Facilities. The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed. Consultant shall obtain prior approval from Michael K. Scannell, Town Manager, to render such services, travel or other costs.

Section III. Billing

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as outlined in the Request for Proposal. The Town shall pay Consultant, monthly, based upon work performed and completion to date and submission of invoices.

Section IV. Scope of Services

Consultant is being retained to provide professional services to the Town for the development of a master plan for a 118 acre Community Park and other Ancillary Town Facilities as directed by the Town Manager and as more particularly described in the Request For Proposal attached herewith and incorporated herein by reference.

Section V. Termination

The Town reserves the right to cancel the whole or part of this Agreement due to failure by Consultant. However, In the event that this Agreement is terminated, for any reason,

the Town shall pay Consultant in full for all services already rendered, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

Section VI. Successors and Assigns

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

Section VII. Waiver and Severability

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

Section VIII. Whole Agreement

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

Section IX. Construction

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

Section X. Professional Liability Insurance

The Consultant agrees to procure and maintain, at Consultant's sole expense, and to provide the following:

1. Certificate of Insurance (CIO) for a General Liability Insurance Policy with a limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, AZ as an Additional Insured in connection with the consulting services as provided herein.
2. To procure and maintain, at consultant's sole expense, and provide Certificate of Insurance for a Professional Liability Insurance Policy with a limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage as a result of the park design.
3. Certificate of Insurance showing workers' compensation coverage.
4. The consultant shall keep said policies in force for the duration of the Agreement, and for any possible extension thereof.
5. All COI's captioned above and the fully executed said Agreement shall be returned simultaneously to the Town. Upon the Town's receipt of all the aforementioned documents the agreement will be considered fully executed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this the ____ day of _____, 2008

APPROVED AS TO FORM:

Town of Camp Verde:

Town Attorney

By _____
Tony Gioia, Mayor

Consultant:

By _____

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

Meeting Date: July 2, 2008

Meeting Type: Regular Session

Type of Presentation: Verbal Only

REFERENCE DOCUMENT: Contract for Supply or Supply and Delivery of Aggregate Base Course Materials

AGENDA TITLE: (Be Exact):
Reconsideration, discussion, consideration and possible award of Bid and authorization to execute contracts for Project 08-048
Supply and Delivery of Aggregate Base Course to both Yavapai Apache Sand & Rock and Cemex.

PURPOSE AND BACKGROUND INFORMATION:
Historically, the Town has approved and executed both contracts with the local vendors: YAVAPAI APACHE SAND/ROCK and CEMEX. This allows the Street Division to obtain materials, from either of the two vendors, based on their individual product quote; thus keeping relationships with both vendors and getting the best price for each product. In the June 18th, meeting the motion was made and passed approving the contract for CEMEX. Approval of the contract with YAVAPAI APACHE SAND/ROCK is requested as well. The expense for all materials is included in the 2008/2009 budget

STAFF RECOMMENDATION(S): (Suggested Motion)
Move to approve bid #08-048, Supply and Delivery of Aggregate Base Course to both YAVAPAI APACHE SAND & ROCK and CEMEX and provide authorization to execute both contract documents.

Type of Document Needing Approval:

Finance Director Review
Budgeted/Amount: Yes

Comments: Council member Smith will present this item for reconsideration

Fund: HURF Fund

Line Item: #7700, street Maintenance and #8710, Street Cons

Submitting Department: Council

Contact Person: Ron Smith

Town Manager/Designee:

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

DRAFT

the Ledbetter law firm and that our attorney did not need to see it. She advised that she asked the Mayor if this were true, and he said that it was not. She said that Gregg Freeman said that it was true. She advised that she felt the Mayor was dealing directly with Greg Freeman and failing to report to our Council. She said that this removed her from her comfort zone because she thought she was speaking for 6 other people. She asked for an agenda item that would be broad enough to discuss this matter pertaining to the IGA, the document that was sent to the Ledbetter Law firm, the 5-member subcommittee, as well as ground rules for the Sanitary District Liaison position.

Hauser said that she attended drought update meeting and the biggest question was trying to determine how to know that you are in a drought. She encouraged everyone to contact the Boys/Girls Club to become a Big Brother/Big Sister.

- 7. **Call to the Public for Items not on the Agenda.**
This item was out of order.

- 8. **Presentation by Priscilla Smith regarding the 'Camp Verde 3 Mile Walk for a Cure' to be held on June 21, 2008.**
Priscilla Smith explained that Team Native Spirit and Team Camp Verde Cavalry worked together to raise money for the Susan G. Koman fund for breast cancer awareness. She said that they surpassed their goal of \$22,000, explaining that each person must raise at least \$2,200 to participate in the 3-day, 60-mile walk. She said that they thought it would be nice to have a smaller walk right here in Camp Verde to raise breast cancer awareness. She advised that walk would be this Saturday at 7:00 a.m., with registration beginning at 6:30. She said that the first 50 people to be there at 6:30 would receive a gift bag.

Team Native Spirit handed out tickets and conducted a raffle. Jones, Garrison, and an audience member won gifts.

Debbie Hughes, member of Team Camp Verde Cavalry spoke about the effort and invited Council members and the public to participate.



- 9. **Discussion, consideration and possible award of bid for Project 08-048 "Supply and Delivery of Aggregate Base Course" and authorization to execute contract documents.** (Staff Resource: Ron Long)
On a motion by Smith, seconded by German, the Council voted unanimously to award Project 08-048, Supply and Deliver of Aggregate Base Course to Cemex and to authorize execution of the contract documents.

Buckel explained that this was an annual exercise and that in the past, the Town awarded the contract to Yavapai Sand and Rock and to Rinker. He advised that Rinker is now cement only. He advised that Item #4-A should be 6% and will be corrected and that this is funded from the Street Maintenance budget.

There was no public input.

- 10. **Discussion, consideration, and possible appointment of Council members to various regional, state, county, and local committees & organizations.**
Council members agreed to serve on the following committees:

Committee Assignment

Arizona Town Hall	Gioia
Arizona Watershed Alliance	Hauser
Camp Verde Sanitary District Liaison	German
Cocopai Resource Conservation & Development (RC&D)	Elmer/Smith
Council Liaison to Yavapai-Apache Nation	<i>To Be Determined</i>
Library Design Committee	<i>Deleted</i>

Contract Documents

for
Supply or Supply and Delivery of Aggregate Base Course,
1 1/2" Borrow, Washed Sand, and 3/8" Chips
Project No. 04-001

2008

Town Council

Tony Gioia
Brenda Hauser
Norma Garrison
Charles German
Greg Elmer
Ron Smith
Bob Kovacovich

Town Manager

Michael Scannell

Public Works Director
Ron Long

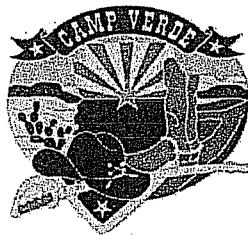


Table of Contents

**Supply or Supply and Delivery of Aggregate Base Course,
1 1/2" Borrow, Washed Sand, and 3/8" Chips
Project No. 08-003**

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REQUEST FOR PROPOSALS
SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE
1 1/2" BORROW, WASHED SAND, AND 3/8" CHIPS
PROJECT NO. 08-003
TOWN OF CAMP VERDE

Sealed Bids will be received at the **Office of the Town Clerk, 473 S. Main Street, Room 102, Camp Verde, Arizona 86322**, until **3:00 p.m. on Monday, June 9th, 2008** for **Supply or Supply and Delivery of Aggregate Base Course, 1 1/2" Borrow, Washed Sand, and 3/8" Chips, Project No. 04-001**. Bids will be opened at 3:15 p.m. on Monday, June 9th, 2008 at the office of the Town Clerk, 473 S. Main Street, Room 102, Camp Verde, Arizona 86322.

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

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

Publish: May 23rd and May 30th, 2008

Request for Proposal

General Conditions

1. Preparation of Bids

- A. All information requested by bidders shall be entered as specified in the appropriate space on the forms prepared by the Town of Camp Verde as part of the Contract Documents. **The Bid packet shall contain the Bid Proposal, a Signed Contract and any Addendum Acknowledgements. Failure to do so may disqualify your bid.**
- B. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink, by the person signing the bid.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.
- D. Time of delivery shall be stated as, the number of calendar days or number of hours following receipt of the order by the bidder, to receipt of the goods or services by the Town.
- E. All bids shall be signed by an authorized officer or authorized employee of the bidder.
- F. Bids must be submitted by the date and prior to the time specified in the Request for Bid, to be considered. No late bids, telegraphic or telephone bids will be accepted.
- G. The Town is not responsible for bidder's errors or omissions.
- H. **Bid must be submitted in envelope and plainly marked with the bid title and closing date shown.** The Town of Camp Verde will not be responsible for those bids that are not marked appropriately and/or sent to the wrong address. **Return ALL pages of Request for Proposal packet, including SIGNED Contract Documents. (Mailing Address: 473 S. Main Street #102, Camp Verde, AZ 86322)**

2. Brand Names

- A. Brand names and numbers when used are for reference to indicate the character or quality desired. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted, shall be implied. The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude any other manufactured products of comparable quality, design, and efficiency.
- B. Equal items will be considered, provided the bid clearly describes the item. Bids for equal items shall state the brand and number or level of quality. The determination of the Town as to what items are equal shall be final and conclusive.
- C. When brand, number, or level of quality is not stated by the bidder, it is understood that the bid is exactly as specified.
- D. The items(s) described in the specification shall be new, unused, manufacturer's latest improvements, unless specified otherwise. The item(s) bid shall include all standard materials and equipment, and shall include all items to provide functional and/or operational units. Items modified or designed specifically to meet these specifications, which are not normally standard items in the industry, will not be considered. This does not preclude the changing of minor ingredients or components to those specified, so long as proper engineering and testing has occurred and documentation is furnished with the bid and the Town is supplied with acceptable, fully functional and operational materials or equipment.

- E. All workmanship and materials shall be of good quality. All materials and equipment shall meet all applicable and current OSHA, EPA, Federal, Arizona State and industry regulations and standards in effect at delivery.
- F. Bidders shall be responsible for any and all licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.
- G. The item(s) bid shall meet or exceed these specifications. Compliance with or exception to the specifications shall be indicated on the bid. Exceptions to these specifications as noted by the bidder will be subject to evaluation and consideration by the Town as to quality, suitability, compatibility, and design integrity in relation to the intended use.
- H. The evaluation of bids and the determination of acceptability of the supplies, equipment, materials, or services bid shall be at the sole responsibility of the Town, and will be based on information furnished by the bidder, or identified in the bid, as well as other information reasonably available to the Town. The decision of acceptability made by the Town shall be final.

3. **Samples**

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

4. **Taxes**

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

5. **Liabilities**

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

6. **Default by Bidder**

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

7. **Awards**

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

8. **Termination of Contract**

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

9. **Delivery**

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

Technical Specifications

Aggregate Base Course, 1 1/2" Borrow, Washed Sand, and 3/8" Chips

1. Prices given on this bid shall be effective for one year from the date of the award or from the date that any current/existing contract expires. Prices shall be in effect for the duration of the contract at the unit prices bid.
2. The contract may be extended for an additional period of one month to one year at the unit price(s) bid with the approval of the Town Council and the Contractor/Vendor.
3. **Quantities.** The parties specifically understand and agree that the quantities used for bidding purposes are estimates of the Town needs and in no event shall the Town be obligated to purchase the exact quantities of any item set forth in the bid. The Town does not guarantee any maximum or minimum amounts of purchase.
4. **Product.** Aggregate Base Course, 1 1/2" Borrow, Washed Sand and 3/8" Chips

Aggregate, for aggregate bases shall consist of stone, gravel, or other approved inert material of similar characteristics, and shall be clean and free from organic matter and other deleterious substances. The use of volcanic cinders will not be allowed.

- A. Type I** aggregate base material shall have a plasticity index (PI) not in excess of six (5), and shall conform to the following gradation: (Section 700 MAG Specs)

MAG SPEC ABC

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2"	100
#4	38 - 65
#8	25 - 60
#30	10- 40
#200	3 -12

1 1/2 " BORROW

<u>Sieve Size</u>	<u>Percent Passing</u>
2"	100
1 1/2"	90 - 100
3/4"	80 - 95
1/2"	70 - 90
#4	65 - 85
#8	60 - 75
#30	25 - 40
#200	0 - 15

WASHED SAND

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8"	100
#4	95 - 100
#8	80 - 100
#16	50 - 85
#30	25 - 60
#50	10 - 30
#100	2 - 10
#200	0 - 4

3/8" CHIPS

<u>Sieve Size</u>	<u>Percent Passing</u>
1/2"	100
3/8"	97 - 100
1/4"	70 - 100
#8	0 - 5
#200	0 - 2

The percentage, by weight, passing each sieve will be determined in accordance with the requirements of Arizona Test Method 201.

The Plasticity Index (PI) will be determined in accordance with the requirements of AASHTO T90.

At least 50 percent, by weight, of the aggregate material retained on the No. 4 screen shall have at least one rough and angular surface which has been produced by crushing, when tested in accordance with the requirements of Arizona Test Method 212.

Resistance to abrasion of the aggregate will be determined in accordance with the requirements of AASHTO T96 and shall meet the following requirements.

Maximum loss of 9 percent of 100 revolutions

Maximum loss of 40 percent at 500 revolutions

5. **Quality Assurance.**

The Contractor/Vendor is responsible for all laboratory tests and certifications to assure that the aggregate base material, 1 1/2" borrow, washed sand and 3/8" chips are in conformance to the requirements set forth in these specifications. Representative samples of the aggregate cover material, 1 1/2" borrow, washed sand and 3/8" chips taken under the direct supervision of the Engineer, or his designated representative, laboratory test results and certificates of compliance shall all be submitted to the Engineer or his designated representative. The Engineer or his designated representative may reject delivered aggregate base material, 1 1/2 " borrow, washed sand and 3/8" chips if, in his opinion, the delivered material differs significantly from the representative sample.

All aggregate base material is to be approved by the ENGINEER or his designated representative prior to delivery or placement.

The aggregate base materials shall be secured from the approved source in a uniform and well graded condition, and shall be handled in a manner that will secure a uniform and satisfactory aggregate base product. The intent is to secure materials that will not require further mixing once delivered.

6. **Determination of Suppliers.**

Evaluation to determine which supplier will be used for a particular project will be based on but not limited to:

- A. Price of material
- B. Proximity between plant and job site
- C. Size(s) of truck(s) to be used.
- D. Availability of material and loading service at site
- E. Delivery price per ton mile

7. **Method of Measurement.**

Aggregate base, 1 1/2" borrow, washed sand and 3/8" chips will be measured by the ton. The materials shall be weighed on approved scales furnished by the bidder or on certified public scales at the bidder's expense.

If, at the Engineer' or his designated representatives option, water is added to the aggregate base course prior to weighing, the weight of material to be paid for will be determined by deducting from the total weight of the material, the difference in weight between the average in-place moisture content of the material in the stockpile or at the source prior to any pre-wetting and the average moisture content of the material at the time of wetting.

It is the intent of the Engineer or his designated representative to compensate the bidder based on the delivered quantity and the respective unit bid price. The collected weight tickets at the source or the selected delivery location will determine quantities of delivered material.

ALL RATES AND CHARGES SHOWN SHALL BE IN THE TONNAGE RATHER THAN CUBIC YARDS.

8. **Basis of Payment**

The accepted quantities of aggregate base, 1 1/2" borrow, washed sand and 3/8" chips, measured as provided above, will be paid for at the contract unit price per ton. This price shall be full compensation for furnishing all materials, labor, equipment, water, etc., necessary to develop the material.

A second pay item will be the contract unit price to transport the aggregate base, 1 1/2" borrow, washed sand and 3/8" chips on a per ton mile basis to the requested delivery location. This price shall be full compensation for furnishing all labor, materials, equipment, fuel, etc., to deliver the amount of material requested in the time frame requested by the Engineer or his designated representative. The Contractor may, as an option, provide an area delivery charge rate sheet, which will become a part of the bid document.

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base Course	Ton
1 1/2" Borrow	Ton
Washed Sand	Ton
3/8" Chips	Ton
Delivery Cost	Per Ton Mile

9. **Delivery**

When given FIVE (5) DAYS advance notice, the vendor shall supply and/or supply and deliver all material on orders, as specified.

10. **Rejection of Materials**

Material(s) will be sampled for compliance, as deemed necessary by the Town. Any material not meeting the specifications of this contract will be rejected.

11. For additional information, please contact:

Town of Camp Verde
 Street Department
 PO Box 710
 Camp Verde, Arizona 86322
 928-567-0534 Extension 131



CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2008, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and Yavapai Apache Sand & Rock, Inc. a Governmental Corporate Enterprise, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and in the Proposal, to the Contractor by the said Owner, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND, AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, PROJECT NUMBER 04-001**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Town Engineer, or his designated representative, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

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

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

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

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

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

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

Town of Camp Verde:

By: _____
Mayor

APPROVED AS TO FORM:

Town Attorney

Contractor:

By:



President/Owner

n/a

Contractors License No.

Secretary

ATTEST:

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

Town Clerk

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

on _____, 2008 by _____.

PROPOSAL

Date: 6/6/08

Honorable Mayor and Town Council
Camp Verde, Arizona

Ladies & Gentlemen:

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

Yavapai-Apache Sand & Rock, Inc. a Governmental Corporation Enterprise

a corporation organized under the laws of the State of Yavapai-Apache NATION, a partnership consisting of _____ or individual trading as _____

_____, hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required **FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #04-001** in strict accordance with the specifications to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner of their property authorized agents, as provided herein, at the unit price(s) **including all applicable taxes including, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax:**

BID ITEM:	UNIT PRICE
A. TYPE I	\$ <u>5.69</u> /per ton
B. BORROW	\$ <u>4.87</u> /per ton
C. WASHED SAND	\$ <u>9.75</u> /per ton
D. 3/8" CHIPS	\$ <u>11.38</u> /per ton
Delivery Cost	\$ <u>N/A</u> /per ton mile

DELIVERY RATE SCHEDULE MAY BE ATTACHED AND SHOULD BE NOTED ABOVE

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

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

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

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

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

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

Respectfully submitted,

Yavapai Apache Sand & Gravel, Inc.
Vendor/Bidder (Company Name)

Rob Wate
Vendor Signature, Title

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

928-567-3109
Telephone

ATTEST:

Witness: If Bidder is an Individual

(Corporate Seal)

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on this **CONTRACT FOR SUPPLY OR SUPPLY AND FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #04-001**, my intention concerning subcontracting a portion of the work, is as indicated below.

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

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

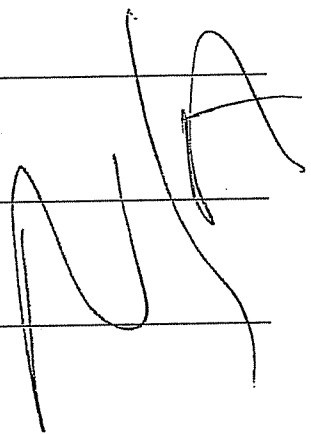
_____ It is not my intention to subcontract a portion of the work.

Name of Firm:

By: (Signature)

Title:

Date:

A large, stylized handwritten signature in black ink, appearing to be 'MSA', is written over the signature line and extends upwards into the 'Name of Firm' line.

PROPOSAL

Date: 6-5-08

Honorable Mayor and Town Council
Camp Verde, Arizona

Ladies & Gentlemen:

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

Cemex

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

hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required **FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #04-001** in strict accordance with the specifications to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner of their property authorized agents, as provided herein, at the unit price(s) **including all applicable taxes including, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax:**

BID ITEM:	UNIT PRICE
A. TYPE I	\$ <u>5.42</u> /per ton
B. BORROW	\$ <u>4.82</u> /per ton
C. WASHED SAND	\$ <u>8.13</u> /per ton
D. 3/8" CHIPS	\$ <u>11.92</u> /per ton
Delivery Cost	\$ <u>No Bid</u> /per ton mile

DELIVERY RATE SCHEDULE MAY BE ATTACHED AND SHOULD BE NOTED ABOVE

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

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

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

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

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

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

Respectfully submitted,

Cemex
Vendor/Bidder (Company Name)
[Signature] Account MGR.
Vendor Signature, Title
3600 W. Old Hwy 279 C.V. 86322
Vendor (Bidder) ADDRESS
928-567-2244
Telephone

ATTEST:

Witness: If Bidder is an Individual

(Corporate Seal)

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on this **CONTRACT FOR SUPPLY OR SUPPLY AND FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #04-001**, my intention concerning subcontracting a portion of the work, is as indicated below.

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

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

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

Cemex
Name of Firm:

[Signature]
By: (Signature)

Account MGR.
Title:

6-5-08
Date:



CONTRACT

THIS AGREEMENT made and entered into this 9 day of June, 2008, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and Cemex, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and in the Proposal, to the Contractor by the said Owner, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND, AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, PROJECT NUMBER 04-001**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Town Engineer, or his designated representative, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

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

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

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

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

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


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

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

Town of Camp Verde:

By: _____
Mayor

Contractor:

By:  _____
President/Owner

APPROVED AS TO FORM:

Town Attorney

Contractors License No.

Secretary

ATTEST:

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

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Contractor on _____, 2008 by _____.

**Article 2-2
MAYOR**

Section 2-2-1 Direct Election of Mayor

A. The Mayor shall be directly elected by the people pursuant to ARS § 9-821.01. If a candidate receives a majority of all votes cast at a primary election, he or she shall be declared Mayor effective as of the date of the general election, and no general election shall be held for that position.

B. The term of the Mayor shall be for two years. In every election one of the declared vacancies on the Council shall be reserved for the election of the Mayor.

C. A candidate may not run for both Mayor and Council member at the same election, a seated Council member whose term is not expiring may not run for the office of Mayor. A Mayor whose term is expiring is permitted to run for the office of Mayor or Council member.

Section 2-2-2 Vice Mayor

The Council shall select, at the first meeting in June following the date of the general election at which the Council members were elected, a Vice Mayor, who shall serve for a one-year term at the pleasure of the Council. The Vice Mayor shall assume the duties of the Mayor in the absence, disqualification, or resignation of the Mayor.

Section 2-2-3 Acting Mayor

In the absence or disability of both the Mayor and Vice Mayor, the mayor will designate one of the current Council members to serve as acting Mayor who shall have all the powers, duties, and responsibilities of the Mayor during such absence or disability. In the event, the Town Council objects to any such designation, the Council may vote in a public meeting called pursuant to the provisions of this code, to override the mayor's designation and select an alternative person to serve as Acting Mayor.

Section 2-2-4 Powers and Duties of the Mayor

The powers and duties of the Mayor shall include the following:

A. The Mayor shall be the chief executive officer of the Town except as to the administrative duties delegated by Section 3-2-1 to the Manager, or other department heads, and in accordance with the procedures set forth in the code and applicable portions of any personnel manual adopted by the Town.

B. The Mayor shall be the chairperson of the Council and preside over its meetings and its agenda. The Mayor may make and second motions and shall have a voice and vote in all its proceedings.

C. The Mayor shall execute and authenticate by his signature such instruments as the Council or any statutes, ordinances, or this code shall require.

D. The Mayor and members of the Council may make such recommendations and suggestions to the Council as they may consider proper.

E. The Mayor may, by proclamation, declare a local emergency to exist due to fire, conflagration, flood, earthquake, explosion, war, bombing or any other natural or man-made calamity or disaster or in the event of the threat or occurrence of riot, rout or affray or other acts of civil

disobedience which endanger life or property within the Town. After declaration of such emergency, the Mayor shall govern by proclamation and impose all necessary regulations to preserve the peace and order of the Town, including but not limited to:

1. Imposition of a curfew in all or any portion of the Town.
2. Ordering the closing of any business.
3. Closing to public access any public building, street, or other public place.
4. Calling upon regular or auxiliary law enforcement agencies and organizations within or without the political subdivision for assistance.

F. The Mayor shall perform such other duties required by state statute and this code as well as those duties required as chief executive officer of the Town.

Section 2-2-5 Absence of Mayor

The Mayor shall not absent himself from the Town for a greater period than fifteen consecutive days without the consent of the Council.

Section 2-2-6 Failure to Sign Documents

If the Mayor refuses or fails to sign any ordinance, resolution, contract, warrant, demand or other document or instrument requiring his signature for five days consecutively, then a majority of the members of the Council may, at any regular or special meeting, authorize the Vice Mayor or, in his absence, an acting Mayor to sign such ordinance, resolution, contract, warrant, demand or other document or instrument which when so signed shall have the same force and effect as if signed by the Mayor.

Article 2-3 COUNCIL PROCEDURES

Section 2-3-1 Regular Meetings

Regular Council Meetings. The Town Council will hold regular meetings at 6:30 p.m. on the first and third Wednesday of the month at the Town Hall complex on Main Street for general business and public hearings as may be required by law, with the fourth Wednesday set aside for Planning & Zoning matters, and the second Wednesday set aside for work sessions as needed. A work session, in lieu of or in conjunction with a regular meeting, may be called. If a regular meeting or work session is cancelled, such as near a holiday, notice of the cancellation shall be posted.

Section 2-3-1.1 Times and Places of Special Meetings

- A. The Mayor, after public vote of the Council to schedule a special session within the jurisdiction of the Town, shall direct staff to schedule a special session of the Council, or the Mayor and Manager may jointly schedule a special session to be held in appropriate facilities within Town limits, to begin at a time and place designated in the motion.
- B. Notices and agendas will be posted for the special sessions as required by law, and additionally posted at the alternate site.
- C. Special sessions herein will not be scheduled away from Town Hall if the agenda involves public hearings on **controversial topics** likely to interest citizens of the Town in general rather than a particular neighborhood.

Section 2-3-2 Special Meetings

Special and emergency meetings, as permitted by law, shall be called and posted in the same manner as regular meetings by the Mayor or the Town clerk, after confirmation of the availability of a quorum.

Section 2-3-3 Posting of Notices

A. Notice of Council meetings and agendas shall be posted at Town Hall, the United States Post Office, Bashas' store at Outpost Mall, and on the Town's website. Other public notices, such as public meetings of Commissions, committees, or boards, bidding, holidays, auctions, and zoning matters, will be posted at Town Hall only, but may also be posted on the Town's website. Locations for posting may be changed by Council resolution.

B. All notices shall contain a statement of posting signed by the Town clerk or a designated representative showing the date and time of posting.

C. **Posting of Alternate Meeting Locations.** In addition to the locations and content specified by 2-3-3 (Posting of Legal Notices), the Town Manager or Mayor may request that a meeting with an agenda item or public hearing which may attract a large audience, or need special presentation facilities, be scheduled for the gymnasium, school auditorium, or alternate site suitable for public participation. If the Council votes to change the location for that meeting, notice of the location change shall be posted in the normal locations, plus at the site, and the meeting may be called to order at the site without first being called to order at the Town Hall Council Chamber. This does not preclude the Council from relocating a meeting that is in progress to accommodate a crowd that exceeds maximum occupancy limits as established for Council Chambers.

Section 2-3-4 Meetings to Be Public

All proceedings of the Council shall be open to the public, except that upon approval by a majority vote of the Council, the Council may meet in a closed executive session pursuant to the provisions of state law.

Section 2-3-5 Quorum

No action shall be taken unless a quorum is present. Four or more Council members (the Mayor counting as a member) shall constitute a quorum for transacting business, but a lesser number may adjourn from time to time to compel the attendance of absent members. In any meeting where a quorum is present, it shall take a majority vote of the entire Council, or a minimum of four (4) votes, to enact any measure, resolution, ordinance, or other business on the agenda.

Section 2-3-6 Preparation of Agenda

Prior to each Council meeting, or on or before a time fixed by the Council for preparation and distribution of an agenda, whichever is earlier, the manager shall collect all written reports, communications, ordinances, resolutions, contracts and other documents to be submitted to the Council, prepare an agenda in consultation with the Mayor and members of the Council according to the order of business and furnish each Council member, the Mayor and the attorney with a copy of the agenda and other necessary reports and materials together with a copy of the minutes of the last preceding Council meeting.

From time to time, addenda and late additions to the agenda are required and may be authorized by the Manager and Mayor due to extenuating circumstances beyond the control of the person requesting the addendum or late addition.

All Council members are authorized to place item(s) on the agenda. Agenda item requests are to be submitted in written form to the Clerk. If the number of previously scheduled agenda items prevents the scheduling of a requested agenda item, the Mayor (with the consent of the requesting Council member) may schedule the requested item to be heard at the next meeting of the Council.

~~B. The Town may use a consent agenda to dispose of routine matters coming before the Council.~~

Section 2-3-7 Order of Business

The business of the Council shall be the following items, not necessarily in that order:

A. Call to Order: The Mayor shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Council to order. In the absence of the Mayor, the Vice Mayor shall call the Council to order. In the absence of both the Mayor and Vice Mayor, the clerk shall call the Council to order and an acting Mayor shall be selected to chair the meeting. Upon the arrival of the Mayor or the Vice Mayor, the Vice Mayor or the acting Mayor shall immediately relinquish the chair upon the conclusion of the business immediately before the Council. The Mayor shall preserve order and decorum and decide all questions of order and conduct. Questions from the staff or public are addressed to the chair.

B. Pledge of Allegiance.

C. Roll Call. Before proceeding with the business of the Council, the clerk or the clerk's designee shall record the roll of the members and the names of those present shall be entered in the minutes. If a quorum is not present, the members present may adjourn pursuant to Section 2-3-5 of this code.

D. Consent Agenda: (Routine business, meeting dates, disbursements, and resolutions). Unless a member of the Council requests a reading of the minutes of the Council meeting, the minutes of the preceding meeting shall be considered approved if correct, and errors rectified if any exist.

E. Call to the Public. The Council on items designated for public input may hear petitions, remonstrances, communications, comments or suggestions from citizens present. All such remarks shall be addressed to the Council as a whole, and not to any member thereof, or the staff. Such remarks shall be limited to five minutes, unless the Mayor grants additional time. No person other than the individual speaking shall enter into the discussion without the permission of the presiding officer. There will also be a Call to the Public for items NOT on the agenda. Council may direct staff to follow up on the item with a report or placement on an upcoming agenda.

F. Ordinances/Resolutions/Other Actions Requiring Council Approval. The Council shall consider any ordinances or resolutions or other actions requiring Council approval as may be listed on the agenda.

G. Reports by Officers. Town officials and committees shall present any reports required by the Council.

H. Information and Updates.

I. Adjournment. The Council may, by a majority vote of those present, adjourn from time to time to a specific date and hour. A motion to adjourn shall always be in order and decided without debate.

Section 2-3-8 Voting

A. The Mayor shall vote as a member of the Council.

B. If requested by a Council member, the minutes shall show the ayes and nays of any question to be taken. Council members wishing to abstain for a conflict of interest shall state such on the record prior to any discussion or vote on the item and shall file a written declaration with the Clerk as soon as possible following the meeting. Any other abstention must be declared at the time of the calling for a vote, or a silence will be recorded as an affirmative vote. The Mayor or chairman of the meeting will announce on the record whether the motion passed or failed.

Section 2-3-9 Declaration of Vacancy

The office of any Council member is deemed vacant pursuant to ARS § 38-291, as may be amended, if such member fails to discharge the duties of his or her office for three (3) consecutive months, including failure to attend Council meetings unless otherwise authorized by the Council.

Section 3-2-1 Town Manager

A. Office Established. The office of Town Manager is hereby established.

B. Appointment of Town Manager. The Town Manager shall be appointed by majority vote of the Council on the basis of executive and administrative ability and shall hold office at the pleasure of the Council.

C. Eligibility. No member of the Council, their spouse or relatives to the first degree shall be eligible for appointment as Town Manager until one year has elapsed after such Council member shall have ceased to be a member of the Council. The Town Manager shall be a resident of the Town, unless such requirement is waived by the Council.

D. Powers and Duties of Town Manager. The Town Manager is the administrative head of the government of the Town under the direction and control of the Council except as otherwise provided in this article. He shall be responsible for the efficient administration of all the affairs of the Town that are under his control. In addition to his general powers as administrative head and not as a limitation thereon, it shall be his duty and he shall have the following powers:

1. Law Enforcement. To see that all laws and ordinances of the Town and all franchises, contracts, permits, and privileges granted by the Council are faithfully observed and to report any failure in that regard to the Council. The Council shall then give such instruction and direction as it may desire for remedial, corrective or terminating action by the Manager.
2. Authority Over Employees. To control, order and give direction to all heads of departments (other than Council-appointed officers) and to subordinate officers and employees of the Town under his jurisdiction through their department heads.
3. Power of Appointment and Removal. To appoint, remove, promote, and demote any and all officers and employees of the Town, ~~except the Finance Director,~~ the Town Attorney, and the Town Magistrate, all of whom shall be appointed by the Council. As to these officers, he shall recommend appointment and removal to the Council. All such actions of the Manager shall be subject to all applicable personnel ordinances, rules and regulations and state statutes.
4. Administrative Reorganization of Offices. To conduct studies and effect such administrative reorganization of offices, positions, or units under his direction as may be indicated in the interest of efficient, effective and economical conduct of the town's business.
5. Ordinances. To recommend to the Council for adoption such measures and ordinances as he deems necessary.
6. Attendance at Council Meetings. To attend all meetings of the Council unless the Mayor excuses him individually or unless the Council excuses him, except when his removal is under consideration, in which case the Town Manager's attendance at a meeting shall be governed by the Arizona Open Meeting Act (A.R.S. § 38-431 *et seq.*, as may be amended). He may present recommendations relative to each item on the agenda for approval, rejection, or modification by the Council, and prepare the agenda as provided in Section 2-3-6.A.
7. Financial Reports. To keep the Council at all times fully advised as to the financial condition and needs of the Town, in consultation with the Finance Director.
8. Budget. To prepare and submit a proposed annual budget and a proposed annual salary plan to the Council.

9. Investigations and Complaints. To make investigations into the affairs of the Town and performance of any obligations of the Town and to report all findings to the Council. Further, it shall be the duty of the manager to investigate all complaints in relation to matters concerning the administration of the Town government. If the investigation involves the conduct of a person reporting directly to the Council (the Town Manager, Finance Director, or Town Attorney) the Mayor and Vice-Mayor shall designate a person to conduct the investigation. If the Mayor and Vice Mayor cannot agree on such designation, the matter shall be referred to the Council.

10. Public Buildings. To exercise general supervision over all public buildings, parks and other public property under the control and jurisdiction of the Council.

11. Additional Duties. To perform such other duties as may be required by the Council, not inconsistent with federal law, state law, or Town ordinances.

12. Salary Schedule. To recommend to the governing body a standard schedule of pay for each appointive office and position in Town service, including minimum, intermediate and maximum rates. To authorize the payment of overtime pay for such employees as may work in excess of a normal work period. Such rates of pay and periods of work shall be in conformity with rates and salaries enacted by the Council.

E. Internal Relations.

1. Council-Manager Relations. The Council and its members shall deal with the administrative services of the Town only through the Town Manager, except for the purpose of inquiry, and neither the Council nor any member thereof shall give orders or instructions to any subordinates of the Town Manager. The Town Manager shall take his orders and instructions from the Council only when sitting in a duly convened meeting of the Council, and no individual Council member shall give orders or instructions to the Town Manager.

2. Attendance at Commission Meetings. The Town Manager may attend any and all meetings of the planning and zoning commission and all other commissions, boards or committees created by the Council. He shall cooperate to the fullest extent possible with the members of all commissions, boards, or committees appointed by the Council.

F. Other Departments. The Town Manager may, with the concurrence of the Council, establish other departments (in addition to the departments set forth in this Code) to conduct the business and affairs of the Town.

G. Before appointing a person to fill the positions of Town Clerk, Town Marshal, Director of Public Works/Town Engineer or any other department head position, the Town Manager shall solicit input from no more than three persons serving on the Council.

RESOLUTION 2003-568

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ESTABLISHING A POLICY ADOPTING A CODE OF ETHICS

WHEREAS, it is critical to the successful operation of any public or private organization and agency that rules, standards or norms be established to define the roles, responsibilities and expectations of the governing board and staff in the operation of the organization, and

WHEREAS, the establishment of rules, standards or norms by Council will promote understanding and trust among members of Council, Boards, Commissions and Committee members concerning their roles, responsibilities and expectations for the operation of the Town, and

WHEREAS, periodic review will assist each new member of Council Boards, Commissions and Committees to better understand his or her responsibility and role,

NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE AS FOLLOWS:

1. To place this Code of Ethics in the Town's pending Policies and Procedures Manual as a public document:

PART I. TOWN COUNCIL, BOARDS, COMMISSIONS AND COMMITTEES RELATIONS

Section 1. Town Council, Boards, Commissions and Committees Relations with Town Staff

- A. There will be mutual respect from staff and Council, Board, Commission and Committee members of their respective roles and responsibilities when and if expressing criticism in public session.
- B. Town staff acknowledges Council's role as policy makers and the Town Council, Boards, Commissions and Committees acknowledges staff's role as responsible for administering the Council's policies.

C. Requests for information or questions by the Town Council to staff will be directed to the Town Manager, Town Attorney, Town Clerk or Department Managers.

D. Requests for information or questions by Boards, Commissions and Committees to staff will be directed to the appropriate affiliated Department Head.

Section 2. Town Council Relations with Town Commissions, Boards and Committees and Council Member Representation to Other Agencies and Organizations

A. Members of the Town Council, will not use their power of office to attempt to influence or publicly criticize commission, board or committee recommendations or influence or lobby individual commission, board or committee members on any item while under their consideration. It is important for commissions, boards and committees to be able to make objective recommendations to the Town Council on items before them.

B. Individual Council members will have the right to attend commission, board, committee or Town staff meetings but not to speak or become involved in meeting discussions unless the Council member is the liaison to that commission, board or committee or has been invited to attend a Town staff meeting because of the Council member's expertise. Council members are allowed to address the board as a citizen during the public comment portion of the agenda.

C. If a Council member appears before another government agency or organization to give a statement on an issue affecting the Town, the Council member should first indicate the majority position and opinion of the Council, if known or previously discussed. Personal opinions and comments may be expressed only if the Council member clarifies that these statements do not represent the position of the Town Council.

PART II. CODE OF ETHICS

The Camp Verde Town Council believes that citizens and businesses are entitled to fair, ethical and accountable local government. To this end, the Camp Verde Town Council has established a Code of Ethics for its members. Members include the Town Council and the Town's commissions, boards and committees. This Code assures public

confidence in the integrity of local government and its effective and fair operations, and therefore the members will:

- A. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of the Town of Camp Verde and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Town Council, commissions, boards and committees
- B. Comply with the Law. Members will comply with the laws of the nation, the State of Arizona and the Town of Camp Verde in the performance of their public duties. These laws include, but are not limited to, the United States and Arizona Constitutions, the Camp Verde Town Code and Policies, laws pertaining to conflicts of interest, election campaigns, financial disclosure and the public open meeting law.
- C. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members will refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, commissions, boards, committees, staff and the public.
- D. Respect for Process. Members will perform their duties in accordance with the processes and rules of order established by the Town Council and commissions, boards and committees governing the deliberation of public policy issues, meaningful involvement of the public in public hearings, and implementation of policy decisions of the Town Council by Town staff.
- E. Conduct of Public Meetings. Members will prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They will refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of business.
- F. Decisions Based on Merit. Members will base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
- G. Communication. Members will publicly share substantive information that is relevant to a matter under consideration by the

Council, commissions, boards or committees, which they may have received from sources outside of the public decision-making body.

H. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good, members will not use their official positions to influence government decisions in which they have a material financial interest or a relationship that may give the appearance of a conflict of interest.

Members will abstain from participating in deliberations and decision-making where conflicts may exist as defined under Arizona statutes. Members should discuss any issues of conflict of interest with the Town Attorney.

I. Gifts and Favors. Members will not take any special advantage of services or opportunities for personal gain, by virtue of their public office, which is not available to the public in general. They will refrain from accepting any gifts, favors or promises of future benefits that might compromise their independence of judgment or action or give the appearance of being compromised.

J. Confidential Information. Members will respect the confidentiality of information concerning the property, personnel or affairs of the Town. They will not disclose confidential information without proper legal authorization or Council majority approval. They will not use such information to advance their personal, financial or other private interests.

K. Use of Public Resources. Members will not use public resources unavailable to the public in general, such as Town staff time, equipment, supplies or facilities for private gain or personal purposes.

L. Representation of Private Interests. In keeping with their role as stewards of the public interest, Council members will not appear on behalf of private interests of third parties before the Council or any commission, board or committee or proceeding of the Town, nor will members of commissions, boards and committees appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

M. Advocacy. Members will represent the official policies or positions of the Town Council, commissions, boards or committees to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members will explicitly

state they do not represent the Town of Camp Verde, nor will they infer that they do.

N. Policy Role of Members. Members will respect and adhere to the Council-Manager structure of government as outlined in the Camp Verde Town Code. In this structure, the Town Council determines the policies of the Town with the advice, information and analysis provided by the public, commissions, boards, committees and staff.

Except as provided by the Camp Verde Town Code, members therefore will not interfere with the administrative functions of the Town or the professional duties of Town staff, nor will they impair the ability of staff to implement Council policy decisions.

O. Independence of Commission, Boards and Committees. Because of the value of the independent advice of commissions, boards, and committees to the public decision-making process, Council members will refrain from using their position to unduly influence the deliberations or outcomes of commission, board and committee proceedings.

P. Positive Work Place Environment. Members will support the maintenance of a positive and constructive work place environment for Town employees and for citizens and businesses dealing with the Town. Members will recognize their special role in dealing with Town employees to in no way create the perception of inappropriate direction to staff.

Q. Implementation. As an expression of the standards of conduct for members expected by the Town, the Camp Verde Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards will be included in the regular orientations for candidates for Town Council, applicants to boards, commissions and committees, and newly elected and appointed officials.

PART III. COMPLIANCE AND ENFORCEMENT

Compliance and Enforcement. This resolution expresses standards of conduct expected for members of the Camp Verde Town Council, commissions, boards, and committees. Members themselves have the primary responsibility to assure that standards are understood and met,

and that the public can continue to have full confidence in the integrity of government.

The chairs of commissions, boards, and committees and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of this resolution are brought to their attention. They will find out more details about the alleged conduct and present the Town Council with a memo detailing the findings. Any Town council member may then ask that the item be placed on the Council agenda.

The Town Council may impose sanctions on members whose conduct does not comply with the Town's standards, such as reprimand, formal censure, loss of seniority or committee assignment, or budget restrictions.

A violation of this resolution will not be considered a basis for challenging the validity of Council, commission, board, or committee decisions.

PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona, this 16 day of July 2003.

Approved as to Form:

Julie M. Kriegh v.k.
Julie M. Kriegh, Town Attorney

Date: July 16, 2003

Mitch Dickinson
Mitch Dickinson, Mayor

Attest:

Deborah Barber
Deborah Barber, Town Clerk



SYNOPSIS
Town of Payson
Code of Ethical Behavior
for Town Officials

Town of Payson Ethics Policy

It is the policy of the Town of Payson to uphold, promote, and demand the highest standards of ethical behavior from its Town officials, including the Mayor, all other members of the Town Council, and individuals officially appointed to serve on the Town's boards, commissions, committees, and task forces. Honesty, integrity, fairness, and transparency of action are the hallmarks of public service in Payson. Use of one's position or office for personal gain or inappropriate influence will not be tolerated.

Conflicts of Interest

A conflict of interest arises when a Town official, a relative of that official, or an entity in which a Town official has a substantial interest is actively engaged in an activity that involves the Town's decision-making processes. "Decision-making processes" is broader than just voting and includes being involved with discussions or any other aspects of any decisions the Town makes, such as contracting, sales, purchases, permitting, and zoning.

When a conflict of interest arises, the Town official involved must immediately refrain from participating in any manner in the Town's decision-making processes on the matter as a Town official, including voting on the matter or attending meetings with, having written or verbal communications with, or offering advice to, any Town official, Town employee, contractor, agent, or officially appointed member of a Town board, commission, committee, task force, or agency (other than the Town Attorney when the Town official is seeking legal advice regarding a possible conflict). In addition, within three business days of the conflict arising, the Town official must declare the specific nature of the interest on the public record by updating his or her Personal Interest Disclosure Form in the Town Clerk's office.

During a public meeting when an agenda item in which a Town official has a conflict of interest comes up for consideration, the Town official shall state publicly that he or she has a conflict, state the nature of the conflict, recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

Gifts

Town officials are prohibited from soliciting, receiving, or accepting gifts of any kind from anyone who is engaged in a specific situation that involves the Town's decision-making or permitting processes, except as exempted below. The term "gifts of any kind" includes money, services, loans, travel, entertainment, hospitality (including meals), promises of any future gifts, or anything of value that might be construed as an attempt to create a more favorable relationship than that enjoyed by any other citizen.

Open Government

The citizens of Payson expect and deserve open government. Arizona has an official public policy "that meetings of public bodies be conducted openly" and that any doubt should always be resolved "in favor of open and public meetings"

Therefore, Town officials shall conduct themselves in a manner that fully adheres to and preferably exceeds state laws concerning open meetings and transparency of actions. Indeed, Town officials are encouraged to employ a "mindset of openness" in conducting the affairs of the Town and should be cautious before voting to hold a portion of a meeting in executive session.

Executive Sessions

Arizona law recognizes that there are very narrowly limited occasions when the public's interests are best protected by the public body meeting in closed executive session. To honor the mindset of openness, Town officials should consider that, although state law allows discussion of certain limited matters in executive session, closed meetings should be utilized as infrequently as possible and only in clearly compelling circumstances.

Preservation and Availability of Public Documents

Consistent with Arizona's Public Records Laws, written communications between public officials and between public officials and private citizens on matters explicitly involving the affairs of the Town are considered public documents. Such written communications shall be preserved in compliance with the Town's document retention policy and, unless confidential, made available for review upon request.

"Written communications" includes Town-related e-mail messages and attachments originating from or received by elected or appointed officials on any publicly or privately owned equipment at Town Hall, the Town official's place of employment, private residence, or remote locations. Destruction of such communications prior to the expiration of the time period specified in the Town's document retention policy is prohibited and subject to penalty under appropriate state law.

Undue Influence on Subordinates

Under the Town's Code of Ordinances, administrative authority is vested in the Town Manager. Members of the Town Council are cautioned not to interfere with that authority by giving orders or explicit directions or requests, publicly or privately, regarding Town matters to any subordinates of the Town Manager.

All Town officials shall respect the orderly lines of authority within Town government. This is not intended to mean, however, that Town Officials cannot converse with the Town Manager or other employees, express opinions, or make recommendations.

Enforcement of the Town of Payson Ethics Policy

To enforce the Code of Ethical Behavior, the Town shall use the following processes:

A. Filing Complaints.

1. Contents. Any person who believes a Town official in an official capacity violated a mandatory requirement or prohibition in the Payson Code of Ethical Behavior ("Code") or violated any state or Town law may file a sworn complaint with the Town Attorney.

2. Time for Filing. A complaint must be filed within ninety days after the date the violation was discovered.

3. False or Frivolous Complaints. A person who knowingly makes a false, misleading, or unsubstantiated statement in a complaint is subject to potential civil liability.

4. Elections Complaints. Any complaints relating to Town elections shall be filed with or referred to the Town Clerk for review and disposition as provided by law.

B. Resolving Complaints.

1. Initial Screening of Complaints. The Town Attorney shall review each complaint filed alleging a violation by an officially appointed member of a Town board, commission, committee, and/or task force. In all circumstances, the Town Attorney shall simultaneously notify in writing the complainant, the Town official subject to the complaint, and the Town Clerk regarding the action taken.

2. Review and Findings. For ethics complaints alleging violations of the Town's Code of Ethical Behavior or a Town law that should proceed for additional review, the Town Attorney shall investigate the allegations and, within thirty days submit to the Town Council, the complainant, the official who is the subject of the complaint, and the Town Clerk a report with findings of fact, conclusions of law, and a recommendation. The Town Council shall consider the Town Attorney's report at a public meeting. If the Town Council finds an ethical violation, then it may remove the member from the Town board, commission, committee, or task force. In resolving a complaint, the totality of the circumstances shall be taken into consideration, including the intent of the person accused of wrongdoing.

C. Resolving Complaints Against the Mayor and/or Other Members of the Town Council.

1. Independent Ethics Reviewers. The Town shall use independent personnel to handle ethics complaints lodged against the Mayor and/or other members of the Town Council. The Town Attorney shall select a pool of three to five individuals who could serve as the Town's independent ethics reviewers to handle ethics complaints lodged against the Mayor and/or other members of the Town Council.

2. Initial Screening of Complaints. The Town Attorney shall have authority to decide either to (a) act directly on any complaint filed against the Mayor and/or other members of the Town Council, or (b) refer a complaint to an independent ethics officer selected by the Town Attorney, who will conduct the initial screening of the complaint and within fifteen days issue a report of findings and conclusions and recommendations.

3. Review and Findings. If an independent ethics officer recommends referral of a complaint to an independent ethics panel for further review, then the Town Attorney shall immediately transfer the complaint to an Ethics Panel consisting of three independent ethics reviewers. The members of the Ethics Panel shall investigate the complaint and report to the Town Council, the complainant, the official who is the subject of the complaint, the Town Attorney, and the Town Clerk its findings of fact and conclusions of law within sixty days. The Town Council shall consider the Ethics Panel's report at a public meeting and either accept or reject the Ethics Panel's report as submitted.

SECTION XVIII - USE OF STAFF Paradise Valley

No Council member shall request from the Town Manager any staff project that entails over two hours of staff work without seeking approval of the full Town Council. This rule pertains only to an individual research request by an individual Council person.

censure

Pronunciation noun, verb, -sured, -sur-ing.

—noun

1. strong or vehement expression of disapproval: The newspapers were unanimous in their censure of the tax proposal.
2. an official reprimand, as by a legislative body of one of its members.

—verb (used with object)

3. to criticize or reproach in a harsh or vehement manner: She is more to be pitied than censured.

—verb (used without object)

4. to give censure, adverse criticism, disapproval, or blame.

—Synonyms

1. condemnation, reproof, reproach, reprehension, rebuke, reprimand, stricture, animadversion. See abuse. 3. reprove, rebuke, chide. See blame, reprimand.

—Antonyms 1–3. praise.

Dictionary.com Unabridged (v 1.1)

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from Norma

Town of Parker Code of Conduct for Elected Officials

The Three Rs of Parker Government Leadership: Roles, Responsibilities and Respect

The Town Code provides information on the roles and responsibilities of Council Members, the Vice Mayor and the Mayor. Until now, what has not been clearly written down is a Code of Conduct for the Town of Parker's elected officials.

This Code of Conduct is designed to describe the manner in which Council Members should treat one another, Town staff, constituents, and others they come into contact with in representing the Town of Parker. It reflects the work of defining more clearly the behavior, manners and courtesies that are suitable for various occasions. This is designed to make the public meetings and the process of governance run more smoothly.

The content of this Code of Conduct includes:

Pages

○ Overview of Roles and Responsibilities	2-3
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The constant and consistent theme through all of the conduct guidelines is "respect." Council Members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Council Members to do the right thing in even the most difficult situations.

Overview of Roles and Responsibilities

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Town of Parker Code and in the Elected Officials Guide published by the League of Arizona Cities & Towns.

MAYOR

- Serves at the pleasure of the Council (Town Code, Section 2-2-1)
- Acts as the official head of the Town for all ceremonial purposes (Town Code, Section 2-2-4)
- Chairs Council meetings (Town Code, Section 2-2-4)
- Calls for special meetings (Town Code, Section 2-4-2)
- Recognized as spokesperson for the Town of Parker
- Makes judgment calls on proclamations, agendas, etc.
- Recommends subcommittees as appropriate for Council approval
- Serves as the liaison between the Council and the Town Manager and Town Attorney in regards to employee relations
- Leads the Council into an effective, cohesive working team
- Sign documents on behalf of the Town of Parker

VICE MAYOR

- Serves at the pleasure of the Council (Town Code, Section 2-2-2)
- Performs the duties of the Mayor if the Mayor is absent (Town Code, Section 2-2-2)
- Chairs Council meetings in the absence of the Mayor
- Represents the Town at ceremonial functions at the request of the Mayor

ALL COUNCIL MEMBERS

All members of the Town council, including those serving as Mayor and Vice Mayor, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members should:

- Fully participate in Town Council meetings and other public forums while demonstrating kindness, consideration, and courtesy to others
- Prepare in advance of Council meetings and be familiar with issues on the agenda
- Represent the Town at ceremonial functions at the request of the Mayor
- Place activities and events on the Council's weekly activities calendar that invite official participation of all Council Members. A list of the activities of

individual Council Members may also be submitted for public record at the option of the Council Member.

- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community
- Inspire public confidence in Parker government
- Provide contact information with the Town Clerk in case of an emergency or urgent situation arises while the Council Member is out of Town
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Code of Conduct

MEETING CHAIR

The Mayor will chair official meetings of the Town council, unless the Vice Mayor or another Council Member is designated as Chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers
- Keeps discussion and questions focused on specific agenda items under consideration
- Makes parliamentary rulings with advice, if requested, from the Town Attorney who acts as an advisory parliamentarian. Chair rulings may be overturned if a Council Member makes a motion as an individual and the majority of the Council votes to overrule the Chair.

FORMER COUNCIL MEMBERS

Past members of the Town Council who speak to the current Town Council about a pending issue should disclose whom they are speaking on behalf of (individual or organization).

Policies & Protocol Related to Conduct

Ceremonial Events

Requests for a Town representative at ceremonial events will be handled by Town staff. The Mayor will serve as the designated Town representative. If the Mayor is unavailable, then Town staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Council Member should be asked to serve as a substitute. Invitations received at Town Hall are presumed to be for official Town representation. Invitations addressed to Council Members at their homes are presumed to be for unofficial, personal consideration.

Correspondence Signatures

Council Members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings. The Town Clerk will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that they be signed by another Council Member or the Town Clerk.

If correspondence is addressed only to one Council Member, that Council Member may check with staff on the best way to respond to the sender.

Endorsement of Candidates

Council Members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during Council meetings or other official Town meetings.

Public Announcements in Council Meetings

Council Members who want to speak during the Call to the Public or Council Members Report portion of the Council meeting should notify the Chair in advance. Council Members, like members of the public who use this portion of the agenda to recognize achievements or promote an event, will be limited to five minutes each, and should keep the focus on matters of community-wide interest. Matters that may require Council action or direction should not be discussed and those items on the agenda should not be used for any form of campaigning.

Public Hearing Protocol

The applicant shall have the right to speak first. The Chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. All speakers should be heard before a person is heard before a second time. All statements should be made to and through the Chair. The applicant will be allowed to make closing comments. The Chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly.

Council Members should not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. All Council Member comments or questions should be directed to the Chair. "I think" and "I feel" comments by Council Members are not appropriate until after the close of the public hearing. Council Members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Main motions may be followed by amendments, followed by substitute motions. Any Council Member can call for a point of order. Only Council Members, who voted on the prevailing side, may make motions to reconsider.

Motions to reconsider must be made prior to adjourning the meeting. Council Members, who desire to make the first motion on issues, which they feel strongly about, should discuss their intention with the Chair in advance of the Council meeting.

Travel Expenses

The policies and procedures related to the reimbursement of travel expenses for official Town business by Council Members is according to the Town of Parker Personnel Rules and Regulations, Section 13.4. All Council travel in excess of the allowed budget, in which the Council Member expects to officially represent the Town and/or be reimbursed by the Town for travel costs, must be approved in advance by the Council. The travel policy and budget for Council should be reviewed at each annual budget cycle.

Council Conduct with One Another

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may “agree to disagree” on contentious issues.

IN PUBLIC MEETINGS

- **Use formal titles**

The Council should refer to one another formally during public meetings as Mayor, Vice Mayor or Council Member followed by the individual’s last name.

- **Practice civility and decorum in discussions and debate**

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

- **Honor the role of the Chair in maintaining order**

It is the responsibility of the Chair to keep the comments of Council Members on track during public meetings. Council Members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair’s actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- **Avoid personal comments that could offend other Council Members**

If a Council Member is personally offended by the remarks of another Council Member, the offended Council Member should make notes of the actual words used and call for a “point of personal privilege” that challenges the other Council Member to justify or apologize for the language used. The Chair will maintain control of this discussion.

- **Demonstrate effective problem-solving approaches**

Council Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

IN PRIVATE ENCOUNTERS

- **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the lack of security of written notes, voicemail messages, and e-mail**

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speakerphone in a full office? What would happen if this e-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially “public” communication.

- **Even private conversations can have a public presence**

Elected officials are always on display.– their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted. Remember the open meeting law prohibits conversations of four or more council members or the “linking” together through a common source of four or more individual conversations.

Council Conduct with Town Staff

Governance of a Town relies on the cooperative efforts of elected officials, who set policy, and Town staff, who implement and administer the Council’s policies.

Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- **Treat all staff as professionals**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

- **Limit contact to specific Town staff**

Consequently, remember Town staff is accountable to their supervisors. Tasks performed by staff that come from outside the normal chain of supervision could cause staff confusion, inadequate work product and inefficient performance. Questions of Town staff and/or requests for additional background information should be directed only to the Town Manager, Town Attorney, Town Clerk, or Department Heads. The Office of the Town Manager should be copied on any request.

Requests for follow-up directions to staff should be made only through the Town Manager or the Town Attorney when appropriate. When in doubt about what staff contact is appropriate, Council Members should ask the Town Manager for direction. Materials supplied to a Council Member in response to a request will be made available to all members of the Council so that all have equal access to information.

- **Do not disrupt Town staff from their jobs**

Council Members should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

- **Never publicly criticize an individual employee**

Council should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee's manager. Misdirected comments could violate the Town's personnel rules and limit the Town's ability to deal fairly and efficiently with personnel matters. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation. Comments about staff in the office of the Town Attorney should be made directly to the Town Attorney.

- **Do not get involved in administrative functions**

Council Members must not attempt to influence Town staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of Town licenses and permits.

- **Check with Town staff on correspondence before taking action**

Before sending correspondence, Council Members should check with the Town Manager to see if an official Town response has already been sent or is in progress.

- **Do not attend meetings with Town staff unless requested by staff.**

Even if the Council Member does not say anything, the Council Member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

- **Limit request for staff support**

Routine secretarial support will be provided to all Council Members. All mail for Council Members is opened by the Town Clerk, unless other arrangements are requested by a Council Member. Mail addressed to the Mayor is reviewed first by the Town Manager who notes suggested action and/or follow-up items.

Requests for additional staff support – even in high priority or emergency situations – should be made to the Town Manager who is responsible for allocating Town resources in order to maintain a professional, well-run Town government.

- **Do not solicit political support from staff**

Council Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff; to do so could violate the law. Town staff may, as private citizens with constitutional rights, support political candidates for other government entities but all such activities must be done away from the workplace.

Council Conduct with the Public

IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual council Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with respect**
- **Be fair and equitable in allocating public hearing time to individual speakers**

The Mayor will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated five minutes.

If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he/she exhibits inappropriate behavior. After the close of the public hearing, no more public testimony will be accepted unless the Mayor reopens the public hearing for a limited and specific purpose.

- **Give the appearance of active listening**

It is disconcerting to speakers to have Council Members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

- **Ask for clarification, but avoid debate and argument with the public**

Only the Mayor, no individual Council Members, can interrupt a speaker during a presentation. However, a Council Member can ask the Mayor for a point of order if the speaker is off the topic or exhibiting behavior or language the Council Member finds disturbing.

If speakers become flustered or defensive by Council questions, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council Members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Council members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No personal attacks of any kind, under any circumstances**

Council Members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

IN UNOFFICIAL SETTINGS

- **Make no promises on behalf of the Council**

Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Town policy and to refer to Town staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise Town staff will do something specific (fix a pothole, remove a library book, plant new trees, etc.)

- **Make no personal comments about other Council Members**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions and actions.

- **Remember Parker is a Small Town**

Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the Town of Parker. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council Members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Council Conduct with Other Public Agencies

- **Be clear about representing the Town or personal interests**

If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the Town; 2) whether this is the majority or minority opinion of the Council.

If the Council Member is representing another organization whose position is different from the Town, the Council Member should withdraw from voting on the issue if it significantly impacts or is detrimental to the Town's interest. Council Members should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

- **Correspondence also should be equally clear about representation**

Town letterhead may be used when the Council Member is representing the Town and the Town's official position. A copy of official correspondence should be given to the Town Clerk to be filed as part of the permanent public record.

Town letterhead should not be used for correspondence of Council Members representing a personal point of view, and is best not used to express a dissenting point of view from an official Council position. However, should Council Members use Town letterhead to express a dissenting point of view, the official Town position must be stated clearly so the reader understands the difference between the official Town position and the viewpoint of the Council Member.

Council Conduct With Boards and Commissions

The Town has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the Council. They are a valuable resource to the Town's leadership and should be treated with appreciation and respect.

- **If attending a Board or Commission meeting, be careful to only express personal opinions**

Council Members may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business or developer - could be viewed as unfairly affecting the process. Any public comments by a Council Member at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire Town Council.

- **Limit contact with Board and Commission members to questions of clarification**

It is inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Council Members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

- **Remember that Boards and Commissions serve the community, not individual Council Members**

The Town Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

- **Be respectful of diverse opinions**

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on Boards and Commissions, but must be fair and respectful of all citizens serving on Boards and Commissions.

- **Keep political support away from public forums**

Board and Commission members may offer political support to a Council member, but not in a public forum while conducting official duties. Conversely,

Council Members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Town Council Member.

- **Inappropriate behavior can lead to removal**

Inappropriate behavior by a Board or Commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council.

Council Conduct with the Media

Council Members are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go “off the record”**

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- **The Mayor is the official spokesperson for the representative on City position.**

The Mayor is the designated representative of the Council to present and speak on the official Town position. If an individual Council Member is contacted by the media, the Council Member should be clear about whether their comments represent the official Town position or a personal viewpoint.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Sanctions

- **Public Disruption**

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

- **Inappropriate Staff Behavior**

Council Members should refer to the Town Manager any Town staff that does not follow proper conduct in their dealings with Council Members, other Town staff, or the public. These employees may be disciplined in accordance with standard Town procedures for such actions.

- **Council Members Behavior and Conduct**

Town Council Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the Town of Parker or with inter-government agencies) or have official travel restricted. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Council Members should point out to the offending Council Member infractions of the Code of Ethics or Code of Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Council Member's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Council Members, the alleged violation should be referred to the Mayor. The Mayor should ask the Town Manager and/or the Town Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full Council to consider in a public meeting; or forming a Council ad hoc subcommittee to review the allegation; the investigation and its findings, as well as to recommend sanction options for Council consideration. Videotaping of the complaint hearing should be used for a Council ad hoc subcommittee.

Principles of Proper Conduct

Proper conduct IS . . .

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy

- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

Proper conduct IS NOT . . .

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

It all comes down to respect

Respect for one another as individuals . . . respect for the validity of different opinions . . . respect for the democratic process . . . respect for the community that we serve.

Checklist for Monitoring Conduct

- Will my decision/statement/action violate the trust, rights or good will of others?
- What are my interior motives and the spirit behind my actions?
- If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- How would my conduct be evaluated by people whose integrity and character I respect?
- Even if my conduct is not illegal or unethical, is it done at someone else's painful expense? Will it destroy their trust in me? Will it harm their reputation?
- Is my conduct fair? Just? Morally right?
- If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- Does my conduct give others reason to trust or distrust me?
- Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- Do I exhibit the same conduct in my private life as I do in my public life?
- Can I take legitimate pride in the way I conduct myself and the example I set?
- Do I listen and understand the views of others?

- Do I question and confront different points of view in a constructive manner?
 - Do I work to resolve differences and come to mutual agreement?
 - Do I support others and show respect for their ideas?
 - Will my conduct cause public embarrassment to someone else?
-

Glossary of Terms

attitude	The manner in which one shows one's dispositions, opinions and feelings
behavior	External appearance or action; manner of behaving; carriage of oneself
civility	Politeness, consideration, courtesy
conduct	The way one acts; personal behavior
courtesy	Politeness connected with kindness
decorum manners	Suitable; proper; good taste in behavior A way of acting; a style, method, or form; the way in which things are done
point of order	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration
point of personal privilege	A challenge to a speaker to defend or apologize for comments that a fellow Council Member considers offensive
propriety	Conforming to acceptable standards of behavior
protocol	The courtesies that are established as proper and correct
respect	The act of noticing with attention; holding in esteem; courteous regard