



**RESOLUTION 2014-920**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
APPROVING AMENDMENT NO. TWO, OF INTERGOVERNMENTAL AGREEMENT  
09-152-I WITH ARIZONA DEPARTMENT OF TRANSPORTATION  
FOR THE DESIGN AND CONSTRUCTION OF FINNIE FLAT SIDEWALK**

**WHEREAS**, the Intergovernmental Agreement, JPA/IGA 09-152-I, A.G. Contract No. P001 2010 004308, was executed on February 3<sup>rd</sup> 2011, (the "Original Agreement") and Amendment No. One was executed on January 31<sup>st</sup> 2012; and

**WHEREAS**, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Two; and

**WHEREAS** the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the Town; and

**WHEREAS**, the Original Agreement was for the design and construction of sidewalks along the north side of Finnie Flat Road from the west end of the Outpost Mall then east to northeast corner of the Montezuma Castle Highway and Main Street which included curb/gutter, guardrail, and storm drain improvements. Amendment One provided federal aid for the Town to acquire new right-of-way for the construction of the Project.

**NOW THEREFORE**, in consideration of the mutual agreements expressed herein, the purpose of Amendment No. Two, is to terminate Amendment No. One. Amendment No. Two will also provide additional federal funding to allow an increase in the scope of work to add items such as sidewalk pedestrian lighting, and related roadway improvements that were removed from the scope under the Original Agreement. The Parties desire to terminate Amendment No. One by way of Amendment No. Two and amend the Original Agreement.

**PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON May 7, 2014.**

Handwritten signature of Charles C. German in blue ink.

Charles C. German, Mayor

Attest:

Handwritten signature of Deborah Barber in blue ink.

Deborah Barber, Town Clerk

Approved as to form:

Handwritten signature of William J. Sims III in blue ink.

William J. Sims III, Town Attorney

**ADOT File No.: IGA/ JPA 09-152-I**  
**ADOT CAR No.: 13-0001179-I**  
**Amendment No.Two: 13-0003919-I**  
AG Contract No.: P001 2010 004308  
Project: Sidewalks  
Section: Finnie Flat Road, Main Street  
To Outpost Mall  
**Federal-aid No.: TE CMV 0(201)**  
**ADOT Project No.: SL633 01C**  
**TIP/STIP No.: CMV 11-004D &**  
**CMV11-004C**  
**CFDA No.: 20.205 - Highway Planning**  
**and Construction**  
**Budget Source Item No.: 716 14&15**

**AMENDMENT NO. TWO  
TO  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF CAMP VERDE**

**THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two")**, entered into this date May 16<sup>th</sup> 2014 pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The Town and State are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 09-152-I, A.G. Contract No. P001 2010 004308, was executed on February 3<sup>rd</sup> 2011, (the "Original Agreement") and Amendment No. One was executed on January 31<sup>st</sup> 2012.

**WHEREAS**, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

**WHEREAS**, the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Amendment No. Two and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the Town;

**WHEREAS**, the Original Agreement was for the design and construction of sidewalks along the north side of the road from the west end of the Outpost Mall then east to northwest corner of the Montezuma Castle Highway and Main Street which included curb/gutter, guardrail, and storm drain improvements. Amendment One provided federal aid for the Town to acquire new right-of-way for the construction of the Project;

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NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of Amendment No. Two, is to terminate Amendment No. One by way of the "Issue Resolution Routing Form" attached hereto and made part of. Amendment No. Two will also provide additional federal funding to allow an increase in the scope of work to add items such as sidewalk pedestrian lighting, and related roadway improvements that were originally removed from the scope under the Original Agreement. The Parties desire to terminate Amendment No. One by way of Amendment No. Two and amend the Original Agreement as follows:

## I. RECITALS

### Section I. Paragraph 7 is revised, as follows:

The Federal funds and local match for this project will be used for the design and construction of the following improvements on Finnie Flat Road to design and construct approximately 2000 linear feet of Portland cement concrete sidewalks five (5) to six (6) feet in width along the north side of the road from the Northeast corner of Finnie Flat Road and Cliffs Parkway then east to the northeast corner of Montezuma Castle Highway and Main Street. Other improvements include, sidewalk pedestrian lighting, concrete curb-and-gutter, a retaining wall with handrail, improvements to an existing guardrail and storm drainage improvements, ADA accessible curb ramps, chain-link fencing, related roadway improvements, hereinafter referred to as the "Project". Listed below is the estimated cost break-down.

The estimated Project costs are as follows:

### SL633 01D ADOT Project Management & Design Review (PMDR)

PMDR Cost (SL633 01D)*	<b>\$ 54,000.00</b>
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### SL633 02D (Scoping/Design)

Federal-aid funds @ 94.3% TEA (capped)	\$ 70,000.00
Town's match @ 5.7%	<u>\$ 4,231.00</u>
<b>Subtotal – Scoping/Design</b>	<b>\$ 128,231.00</b>

(As of 04/01/2014 Town has already paid the State (SL633 01D))	\$ 7,534.00
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### SL633 01C (Construction)

Federal-aid funds @ 94.3% TE (capped)	\$ 628,338.00
Town's match @ 5.7%	\$ 37,981.00
Town's match @ 100%	<u>\$ 36,491.00</u>
<b>Subtotal – Construction**</b>	<b>\$ 702,810.00</b>

### Summary:

<b>Total Estimated Town Funds</b>	<b>\$ 132,703.00</b>
<b>Total Federal Funds</b>	<b>\$ 698,338.00</b>
<b>Estimated TOTAL Project Cost</b>	<b>\$ 831,041.00</b>

\* (Includes Estimated PMDR Cost)

\*\* (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

## **II. SCOPE OF WORK**

### **Section II, Paragraph(s) 1.a, 1.d, and 1.e are revised, add paragraph 1.h. as follows:**

1. The State will:

a. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the Town for the unpaid balances of PMDR charges, currently estimated at \$54,000.00. If during the development of the design, additional funding from the Town is required, the State will invoice the Town in increments of \$5,000.00 to cover actual PMDR charges. Once the Project costs have been finalized, the State will either invoice or reimburse the Town the difference between estimated and actual charges to the Project. On behalf of the Town, perform work and approve documents required by Federal Highway Administration (FHWA) to qualify certain projects for and to receive federal funds. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement. Provide comments to the Town as appropriate.

d. Within thirty (30) days of receipt of approved invoices, reimburse the Town for eligible costs incurred for final design of the Project with federal funds not to exceed the federal capped amount of \$ 70,000.00. Any costs incurred prior to the date of authorization for federal funding of the design by FHWA are not eligible for reimbursement.

e. Upon notification from the Town of the completion of design and prior to authorization, invoice the Town, for the Town's share of Project construction costs currently estimated at \$ 74,472.00. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs and de-obligate or otherwise release any remaining balance of federal funds from the scoping/design phase of the Project.

h. Be granted, without cost requirements, the right to enter Town's right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary right of entry on to and over said rights-of-way of the Town.

### **Section II, Paragraph(s) 2.a, 2.b, 2.c, 2.d, 2.g are revised, add Paragraph 2.n, as follows:**

2. The Town will:

a. Upon execution of this Agreement and prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, pay the unpaid balance of actual PMDR charges estimated at \$54,000.00. Be responsible for any difference between the estimated and actual design review charges to the Project.

b. Enter into a contract(s) for the design of the Project. Under direct supervision of a registered professional, administer contracts for the Project and make all payments to the consultant(s). Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the State as appropriate.

c. Upon execution of this Agreement and within thirty (30) days of costs being incurred by the Town for design, no more than monthly, submit payment requests to the State for reimbursement of approved costs covered by federal Transportation Enhancement funds not to exceed **\$ 70,000.00**.

d. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the Town's Project construction costs, currently estimated at **\$74,472.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs.

g. Provide for cost and, as an annual item in the Town's budget, proper maintenance of the Project including, but not limited to, keeping sidewalks clear of debris and litter, provide electrical power for the pedestrian lighting, maintain and repair landscape surfaces including chain-link fencing, and embankments, storm drainage and roadway improvements. Keep the sidewalks and ramps compliant with the American with Disabilities Act Accessibility Guidelines and the ADA accessible curb ramps clear of debris and litter, and related swales.

n. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Statewide Project Management Group, 205 S. 17<sup>th</sup> Ave, Mail Drop 614 E. Phoenix, Arizona 85007.

### **III. MISCELLANEOUS PROVISIONS**

#### **Section III, Paragraph 15 is added, as follows:**

15. The Town acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline nine (9) months of the sub recipient fiscal year end.

ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
SingleAudit@azdot.gov

**EXCEPT AS AMENDED** herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

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**THIS AMENDMENT NO. TWO** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. Two the day and year first above written.

**TOWN OF CAMP VERDE**

**STATE OF ARIZONA**

Department of Transportation

By   
CHARLES GERMAN  
Mayor

By   
DALLAS HAMMIT P.E.  
Senior Deputy State Engineer, Development

ATTEST:

By   
DEBORAH BARBER  
Town Clerk

4-10-14-ly



## Issue Resolution Routing Form

<b>Date of Meeting</b>	8/14/12, 2:00 pm, Roadway Conference Room		
<b>Project Name</b>	Camp Verde Finnie Flat Rd Swlks		
<b>Jurisdiction</b>	Town of Camp Verde		
<b>TRACS Number</b>	SL633	<b>Project Number</b>	CMV 0(201)
<b>ADOT Group</b>	Statewide Project Management Group	<b>ADOT Section</b>	Transportation Enhancement & Scenic Roads Section
<b>Type of Issue</b>	<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> Technical/Specifications <input type="checkbox"/> Other		

List individuals and organization affected by this issue and its resolution, i.e. Design, Materials, Maintenance, Local Government, Utilities, Other Governmental Agencies, School Districts, the traveling public.

**Name(s)/Position/Organization:**

ADOT ROW  
 ADOT Transportation Enhancement and Local Government, HSIP, and SRTS Programs  
 LPAs in general and specifically for this individual project, Town of Camp Verde and the District

**Brief description of the issue needing to be resolved:**

**RE: Project SL633 Camp Verde Finnie Flat Rd Swlks: Internal escalation of FHWA denial of R/W funds. JPA09-152 and Amendment #1; CMV-0(201)**

Preliminary engineering had been authorized, and environmental approval issued, prior to the Town given an NTP to commence any ROW activity including title search and appraisal, and before any initial contact with the property owner,

Basha's Corporation. No formal offer has yet been made. An obligation request was recently submitted to FHWA for authorization and funding assistance for the Town to proceed with a formal offer. The request was denied. To briefly highlight some pertinent aspects about the project:

Scope: Design & construction of 2,660 LF of concrete sidewalk from Main Street to the Outpost Mall (see attached vicinity map)

Tasks funded by the Town at 100%: Scoping & Environmental

Final design: \$70,000 federal; \$4,231 local matching funds

Current engineer's estimate, construction (Stage II 30%): \$538,430 (\$500,000 federal; the balance in local funds

Appraised value of R/W property to be acquired:.... \$70,800

Informal offer by owner (Basha's Corp.):..... \$57,550

Amount budgeted by Town:..... \$45,000

Federal assistance requested by Town:..... \$12,550

Side note: Currently the intent is to advertise this local project with State project H7171, also a sidewalk project along both sides of SR 260 from Cliffs Parkway to Main Street (see attached vicinity map).

Attached please find a PDF document listing the various ROW events in sequence, along with related e-mail correspondence, that collectively should provide a good overview of the activities leading to the obligation request and eventual denial of the funding by FHWA. These documents are submitted as backup material for use in the escalation of the issue internally with the anticipation of eventual appeal to the FHWA regional office Senior Engineering Manager and Division Administration.

**RE: The procedural issue is how to address ROW activities funded by the LPA that occur during preliminary engineering, when the LPA will be requesting federal reimbursement for the acquisition.**

**Brief description of the resolution(s) discussed:**

Project specific resolution:

- Commit to purchase or parcels using Town funds
- Can use additional federal funding to add items in original scope cut to meet budget\*
- Local match to additional federal funds still applies
- Will need to amend added funds in TIP/STIP and IGA
- Confirmation received from Town 8/16/12 agreeing to terms.

Policy/Procedural resolution:

- LG on-call R/W capability needs to added
- PE authorization for scoping allows for title search, ROW plans, pulling comparables for budgeting purposes, development of legal descriptions and draft RFP's for appraisals.
- When requesting a single phase PE authorization, the specific ROW activities to be included must be identified in the request.
- If using federal funds, prior to the appraisals being performed and any further ROW acquisition activities including approaching property owners for TCE's, MOU's and Right-of-Entries, Federal authorization specific to R/W is needed prior to commencing any R/W activity and incurring costs.



<ul style="list-style-type: none"> <li>• If the LPA intends to use local funding sources to pay for all ROW activities, in the event that at some future point the LPA may need to request ROW reimbursement, R/W must have been authorized for this to be allowed by FHWA</li> <li>• Written clear and concise policy and procedures are needed.</li> </ul>	
<b>Names of persons assisting with resolution at this level:</b> Vincent Li, SPM Group Manager Louis Malloque, LG R/W Coordinator Richard Erickson, R/W PM Section Manager; Todd A. Emery, SW Deputy State Engineer	Dallas Hammit, Deputy State Engineer for Development; Phil Jeselnik, ADOT PM Tammy Flaitz, TE Section Manager Layne Patton, FHWA Realty Officer Ken Davis, FHWA Sr. Engineering Manager
<b>Additional comments or recommendations:</b>  	
<b>Issue resolved at this level?</b>	<input checked="" type="checkbox"/> Yes—for project specific issue <input checked="" type="checkbox"/> No—for policy/procedural issues <input type="checkbox"/> Withdrawn
<b>Date:</b>	<b>Action:</b>

<b>Signature and Title of ADOT professional facilitating action</b>	<b>ADOT Section</b>



RESOLUTION 2014-920

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OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
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**PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON May 7, 2014.**

Handwritten signature of Charles C. German in blue ink.

Charles C. German, Mayor

Attest:

Handwritten signature of Deborah Barber in blue ink.

Deborah Barber, Town Clerk

Approved as to form:

Handwritten signature of William J. Sims III in blue ink.

William J. Sims III, Town Attorney

ADOT File No.: IGA/ JPA 09-152- I  
CAR No.:13-0001179-I  
Amendment No. Two: 13-0003919-I


**ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE**

I have reviewed the above referenced Amendment No. Two to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the Town of Camp Verde, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

DATED this 16<sup>TH</sup> day of April 2014

  
Town Attorney

		
TOM HORNE ATTORNEY GENERAL	OFFICE OF THE ATTORNEY GENERAL TRANSPORTATION SECTION	JAMES R. REDPATH ASSISTANT ATTORNEY GENERAL DIRECT LINE: 602-542-8837 E-MAIL: JIM.REDPATH@AZAG.GOV

**JOINT PROJECT AGREEMENT  
DETERMINATION**

A.G. Contract No. P0012010004308 (**ADOT JPA 09-152-I, Amendment No. Two**), an Agreement between the State of Arizona and the Town of Camp Verde, has been reviewed pursuant to A.R.S. § 28-401, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED:      May 16, 2014

THOMAS C. HORNE  
 Attorney General



JAMES R. REDPATH  
 Assistant Attorney General  
 Transportation Section

JRR:rl:#3819875  
 Attachment