

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

ZOOM MEETING LINK:

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

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

Meeting ID: 823 3753 3571

Passcode: 971924

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

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

The extension includes use of the Main Street in front of the building and parking lot area. Page 83

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

7. **Discussion, Consideration and Possible Appointment of one (1) member to the Planning & Zoning Commission for a term that will expire January 2022.** Staff Resource: Cindy Pemberton Page 93

8. **Discussion, Consideration and Possible Approval of a proposal to complete the first phase of network upgrades and WIFI expansion throughout the Main Street campus and buildings with our contracted IT company Sunstate in the amount not to exceed \$75,000.** Staff Resource: Russ Martin Page 99

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

10. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

11. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or

take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

12. Adjournment

Note: Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes: (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1)); (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2)); (3) Discussion or consultation for legal advice with the attorneys of the public body. (A.R.S. §38-431.03(A)(3)); (4) Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4)); (5) Discussion or consultation with designated representatives of the public body to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5)); (6) Discussion, consultation or consideration for negotiations by the town or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6)); (7) Discussion or consultation with designated representatives of the town to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(7)).

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on 10-14-2021 at 2:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Cindy Pemberton

Cindy Pemberton, Town Clerk

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

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

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

1. Call to Order

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

2. Roll Call

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

Also Present

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

3. Pledge of Allegiance

Councilor LeBeau led the Pledge.

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

a) Approval of the Minutes:

1. Regular Session – September 15, 2021
2. Special Session – September 22, 2021

b) Set Next Meeting, Date and Time:

1. Work Session – Wednesday, October 13, 2021 at 5:30 p.m.
2. Regular Session – Wednesday, October 20, 2021 at 6:30 p.m.
3. Work Session – Wednesday October 27, 2021 at 6:30 p.m.

Motion made by Councilor Baker to approve the consent agenda as presented.
Second was made by Councilor McPhail.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: aye

Councilor Baker: aye
Councilor LeBeau: aye
Councilor McPhail: aye
Motion carried 7-0.

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

Sheri Hauser, Secretary of Chamber of Commerce gave an update and reviewed a list of upcoming events. Clarification: Grand Opening for Verde Ranch RV is October 17th.

6. **Special Announcements and presentations**

- **Proclamation Designating the Town of Camp Verde as a Destination Marketing Organization for the purpose of coordinating tourism promotion with the Arizona Office of Tourism.**

Mayor Jenkins read the proclamation and declared it so.

- **Proclamation Declaring December 31, 2021 to be Yavapai Big Brothers Big Sister's 50th Anniversary.**

Erin Mabury the Executive Director of Yavapai Big Brothers Big Sisters gave a presentation of the program and an example of how the program gives back to the community. Mayor Jenkins read the proclamation and declared it so.

7. **Discussion, Consideration, and Possible Approval to adopt Resolution 2021-1077 - A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF THE CAMP VERDE WATER COMPANY.** Staff Resource: Russ Martin

Town Manager Russ Martin stated this purchase has been discussed for several years and we are now ready to proceed with the purchase. The value of \$10,000,000 was determined by negotiating and is in line with the Camp Verde Water Companies last asset valuation. Mr. Martin stated it is important for the public to know that this purchase will be made and paid for by the revenues that the water system produces and will not be coming from any other department or general funds or taxpayer dollars. The pursuit of this has been paid for by the general fund but the actual cost of purchase will be paid by the revenues collected from the amount necessary to currently operate the system.

Councilor LeBeau took issue with the real and personal property that will be retained by the seller. He thinks if we are paying this much for a water company then it should come with all of the assets of the water company. He also feels there should be a complete list of all assets.

Vice Mayor Butner would like the asset explained. Mr. Martin explained some equipment on the property is used for other “companies” outside the water company, equipment that we would probably not use anyways. Some of the vehicles are property of family members. Everything the Town would need to operate the water company is coming over. The Bullard Family equipment will be taken out.

Vice Mayor Butner asked about the CCN certificate; why are they retaining it? Mr. Martin explained that it will cease to exist after we purchase it, we don’t need it.

Vice Mayor Butner asked if there are any projections concerning WIFA? Mr. Martin stated the next agenda item addresses this. Closing will potentially be the end of November or beginning of December. Vice Mayor Butner asked about interest rates, will they be different? Mr. Martin explained new rates are listed October 1st. They are not expected to be higher than the listed anticipated rate. We would still be within the range of tolerance of what we can afford.

Vice Mayor Butner asked what the projected water rates will be for people who are currently using water. Mr. Martin stated the Council cannot raise rates; it is against the law. Vice Mayor Butner asked what if we discover repairs and unanticipated expenses. Mr. Martin stated there are safeguards in place to cover issues that may come up. The Due Diligence Report covers maintenance. The Town should see more revenues to cover debt and maintenance issues.

Vice Mayor Butner asked if we are seeking WIFA funding to provide a cushion? Mr. Martin said we don’t anticipate the need for additional cash flow; this shouldn’t be necessary because of how the cashflow sits.

Vice Mayor Butner asked if they have received any certification regarding their ability to supply water. Mr. Martin stated the Volume of Use of Water was certified by the State of Arizona. Justin Bullard did some calculations for the Council to show how the number is determined. The Designation of Adequate Water Supply is renewed every 10 years with the last certification done in 2016. The next certification is due in 2026.

Councilor Baker asked if we feel confident having done as much research that is possible? Mr. Martin said yes, we will run into issues but will take care of it as it comes up.

Public Comments:

Cheri Wischmeyer- asked about the Due Diligence Report? Has it been discussed in a public meeting or is it a public record? She said the public has not been able to review the documents or know what is happening. She also asked how wages compare to town employees? Will this not cause employee relations problems. She is also concerned with how old the water lines are.

Tony Gioia- thanked the Council. He is proud it will be paid for by income and not taxes, and not by raising the rates for customers. He expressed appreciate for making the Water Company a public utility.

Robert Foreman- Urged the Council to accept this agreement.

Council Discussion:

Vice Mayor Butner asked regarding the Due Diligence Report, it hasn't been available for public? Mr. Martin stated it was not public because the agreement was still in negotiation. Council had it to use in negotiations. It can be available today after this evenings meeting, unless the agreement is not agreed upon.

Councilor LeBeau asked if there were any considerations for assets we're not getting. Mr. Martin stated no.

Councilor McPhail stated she had 4 days to review the 700 page report. It is very detailed and covers everything. It was determined that the water company was worth \$10 million dollars and would have revenue without raising rates. She is assured by the report we are getting value for the money spent.

Motion by Councilor Murdock to approve Resolution 2021-1077, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Arizona, a Municipal Corporation of Arizona, to authorize the mayor to sign all documents necessary to complete the purchase of the Camp Verde Water Company. Second was made by Councilor McPhail.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: aye
Councilor Baker: aye
Councilor LeBeau: nay
Councilor McPhail: aye

Motion carried 6-1.

Mayor Jenkins signed document and posed for pictures.

8. **Discussion, Consideration, and Possible Approval to adopt Resolution 2021-1078 - A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE APPLICATION FOR A DRINKING WATER STATE REVOLVING FUND (DWSRF) LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.** Staff Resource: Russ Martin

Town Manager Russ Martin stated this is the first step to obtain WIFA Funds. This resolution authorizes staff to complete the application and submit all the documents to the WIFA Board. Approval will get us the necessary funds to purchase the Camp Verde Water Company. Following the board's approval, Council will be given documents to

consider that will outline the amounts, including the years, rate and payment schedule for final consideration. The potential closing date is expected in December.

Motion by Councilor Murdock to approve Resolution 2021-1078, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Arizona, a Municipal Corporation of Arizona, to authorize the application for a Drinking Water State Revolving Fund (DWSRF) Loan from the Water Infrastructure Finance Authority of Arizona. Second was made by Vice Mayor Butner.

Roll Call Vote:

Mayor Jenkins: aye

Vice Mayor Butner: aye

Councilor Whatley: aye

Councilor Murdock: aye

Councilor Baker: aye

Councilor LeBeau: aye

Councilor McPhail: aye

Motion passes 7-0.

9. **Discussion, Consideration and Possible Approval of Resolution 2021-1074 – A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING AND ADOPTING FEES FOR THE TOWN SERVICES FOR FISCAL YEAR 2021-23 AND SUPERSEDING RESOLUTION 2021-1065.** Staff Resource: Mike Marshall and Russ Martin

Town Manager Russ Martin stated the current fee schedule is not in compliance with State Law. We need to ensure taxpayers resources are not unintentionally supporting political issues of any kind.

Mike Marshall first explained why he is wearing a hat in front of Council, it is in support of Breast Cancer Awareness Month. He went on to review the details of the fee schedule. This new schedule will bring us in compliance with State Law.

Mayor Jenkins asked who determines who is political and who is not. Mr. Marshall stated it will be him and Clerks Office. They will consider all aspects of each group and look at them individually. There will be a learning curve.

Councilor LeBeau asked if we have set a fee for each library room? Mr. Marshall stated the fee schedule doesn't specify which room. They will have to figure out the details internally.

Councilor LeBeau asked how do you justify the rate difference with each field rental. Mr. Marshall stated the difference is with the quality of the specific field.

Public Comment:

Cheri Wischmeyer-cannot find A.S.R.S. 900-5.14 as stated on the fee schedule. Mr. Marshall stated that is a type error and it should be A.S.R.S. 9-500.14. Ms. Wischmeyer

is also concerned about the rates being charged, a group may not be able to afford the fee.

Motion by Vice Mayor Butner to approve Town of Camp Verde Proposed FY 22 Fee Changes. Second was made by Councilor McPhail.

Roll Call Vote:

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

Motion passes 7-0.

10. **Discussion, Consideration and Possible Approval of Resolution No. 2021-1075 – A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, DESIGNATING THE TOWN CLERK AUTHORITY TO APPROVE SPECIAL EVENT LIQUOR LICENSES, FARM WINERY FESTIVAL LICENSES, AND CRAFT DISTILLERY FESTIVAL LICENSES FOR EVENTS HELD IN THE TOWN OF CAMP VERDE.** Staff Resource: Cindy Pemberton

Town Clerk Cindy Pemberton stated that House Bill 2334 amends AZ Revised Statutes 4-203.02, 03 and 4-205.11 by allowing the Council to select a designated person to approve the liquor licenses then they wouldn't need to wait for the following Council Meeting for approval. By designating the Town Clerk, this would create a quicker turnaround time for the applicants. The Clerk would then forward the license on to the AZ Department of Liquor, Licenses and Control. The special event liquor licenses will continue to be reviewed by the Marshall's Office and the Community Development Department for compliance. Regular licenses will be processed as usual. Ms. Pemberton stated the Council will still be notified of all the events.

Motion by Councilor Baker to approve Resolution No. 2021-1075 a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, delegating authority to the Town Clerk for approval of Special Event Liquor Licenses pursuant to Arizona revised statutes 4-203.02, Farm Winery Festival License pursuant to Arizona Revised Statutes 4-203.03, and Craft Distillery Festival. Second was made by Councilor Murdock.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: aye
Councilor Baker: aye
Councilor LeBeau: aye

Councilor McPhail: aye
Motion carried 7-0.

Meeting Break 7:51pm
Meeting Resume 7:56pm

11. **Discussion, Consideration and Possible Approval of Resolution No. 2021-1076 – A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, URGING THE ARIZONA INDEPENDENT REDISTRICTING COMMISSION TO KEEP RURAL ARIZONA TOGETHER BY CONSIDERING AND ADOPTING THE PROPOSED BASE CONCEPT DISTRICT MAPS.** Staff Resource: Russ Martin

Town Manager Russ Martin gave a background of this agenda item. Mayor Jenkins would like to see if other scenarios that come before Council that might be more suitable. She doesn't feel the urgency to make a decision tonight. Mr. Martin said Council can make a decision now or you can wait. You will have options down the road.

Councilor Baker stated Council needs to keep up on what is being discussed. She thinks it is a good idea to keep looking at this for a while. Communities need to make a statement and decide but stay on top of it.

Councilor Murdock asked if mayors discussed this topic during the Manager and Mayor Meetings? Mayor Jenkins said yes they have discussed it. There are multiple redistricting going on right now and it continues to be an ongoing discussion.

Mayor Jenkins would like to continue discussing this with other mayors and come back with information from other communities.

Councilor Whatley would like to see included plans that pertain to us as Verde Valley, or with our immediate neighbors.

Item died for lack of a motion.

12. **Public Hearing followed by Discussion, Consideration and Possible Approval for a Class 7 (Beer and Wine Bar) Liquor License Application #07130020 for Andrea Dahlman Lewkowitz, Agent -Verde Ranch RV Resort - located at 1105 N Dreamcatcher Drive, Camp Verde, AZ 86322.** Staff Resource: Cindy Pemberton

Town Clerk Cindy Pemberton stated the application was received, notices were posted properly, and fees have been paid. The Marshall's Office and Community Development Department have reviewed the application and have no concerns.

Public Hearing Open: 8:07pm
No Public Comments

Public Hearing Closed: 8:08 pm

Council Discussion:

No discussion

Motion by Vice Mayor Butner to approve Class 7 (Beer and Wine Bar) Liquor License Application #07130020 for Andrea Dahlman Lewkowitz, Agent-Verde Ranch RV Resort-located at 1105 N. Dreamcatcher Drive, Camp Verde, AZ 86322. Second was made by Councilor LeBeau.

Roll Call Vote:

Mayor Jenkins: aye

Vice Mayor Butner: aye

Councilor Whatley: aye

Councilor Murdock: aye

Councilor Baker: aye

Councilor LeBeau: aye

Councilor McPhail: aye

Motion carried 7-0.

13. Discussion, Consideration and Possible Approval of letter supporting Sedona's request for Redistricting. Staff Resource: Russ Martin

Town Manager Russ Martin stated that the City of Sedona requested it be kept intact in both a Congressional District and a Legislative District. They are specifically asking that the city be kept intact and not be split by county lines. The city also requests an outcome that maintains the Verde Valley communities of Sedona, Village of Oak Creek, Cottonwood, Camp Verde, Jerome, and Clarkdale, as well as the Yavapai Apache Nation, together within congressional and legislative districts.

Motion by Councilor Baker to approve the letter of support of Sedona's request for redistricting. Second was made by Councilor Murdock.

Roll Call Vote:

Mayor Jenkins: aye

Vice Mayor Butner: aye

Councilor Whatley: aye

Councilor Murdock: aye

Councilor Baker: aye

Councilor LeBeau: aye

Councilor McPhail: aye

Motion carried 7-0.

14. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.) Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking

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

No public to speak.

- 15. Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

Councilor Baker attended the Verde Ranch Estates Grand Opening.

Councilor McPhail attended Marshall's Youth Board Organizing Meeting, the Verde Ranch Estates Grand Opening, the final Economic Development Strategic Planning Meeting, and the Yavapai Apache Nation Tribal Council Meetings. Ms. McPhail was also a judge during the Little Britches and Petticoats Contest.

Vice Mayor Butner has been riding with the Calvary and preparing for Fort Verde Days this weekend. He is looking forward to the rodeo and parade scheduled for this Saturday.

Councilor Murdock thanked the community, she recently attended a fundraising event for Faith Moore. She was amazed the girls raised \$9,000 through the cornhole tournament.

Mayor Jenkins attended the biweekly Mayor/Managers Meeting, the Verde Ranch Grand Opening where she toured the facilities and model homes, she attended the Opening Ceremony for the Special Olympics Bocce Tournament, she also participated in a Friends of the Verde River video interview and answered questions about being a mayor and what municipalities do in support of the Verde River. She also attended a Local First Meeting at the Library.

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

Town Manager Russ Martin:

- COVID Update: Hospitals are busy. We are at a 40% vaccination rate in Yavapai County. Booster shots should be available approximately October 20th.
- We could use a parade announcer as well as parade volunteers, and gate volunteers. See the Parks and Rec Department if you or someone you know is interested.
- Marshall Rowley gave a report on fatal accident. Safety inspector had a massive heart attack. He asked if text messages have been received through Info Rad. Information on major incidences will be sent out via text. He wants Council to know what is happening in the community.

17. Adjournment

Mayor Jenkins adjourned the meeting at 8:30 p.m.

Mayor Dee Jenkins

Attest: Town Clerk Cindy Pemberton

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on October 6, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2021.

Cindy Pemberton, Town Clerk



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: 10-20-2021

X Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Special Session

Requesting Department: Public Works/Wastewater

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

Agenda Title (be exact): Approval of Main Street Sewer Replacement and Storm Sewer Design Professional Services Agreement with Woodson Engineering for a not to exceed amount of \$475,000 using American Rescue Plan Act (ARPA) Funding.

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

Estimated Presentation Time: Consent Agenda

Estimated Discussion Time: n/a

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

X Department Head: **Town Attorney Comments:** Using Template Agreement

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: \$474,475

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

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

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

Recommended Action (Motion): Approval of this professional services agreement with Woodson Engineering and Surveying for the completion of Main Street Sewer Replacement and Storm Sewer Design per the attached/included Scope of Services and Professional Services Fees for the not to exceed amount of \$475,000.

Instructions to the Clerk:



Town of Camp Verde - Consultant Agreement

For Professional Services for Engineering Design Services

MAIN STREET SEWER REPLACEMENT AND STORM SEWER DESIGN

between the

Town of Camp Verde, Arizona

and

Woodson Engineering & Surveying

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

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

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

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

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

Section I. Period of Service

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

Section II. Compensation

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

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

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

Section III. Billing

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

Invoices should be mailed to the following address:

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

Section IV. Termination

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

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

Section V. 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 Manager.

Section VI. 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 VII. Whole Agreement

This Agreement, represents 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 VIII. Construction

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

Section IX. Insurance Requirements

The Contractor/Consultant agrees to procure and maintain at Consultant's sole expense and to provide a Certificate of Liability Insurance and Endorsements evidencing insurance coverages, as set forth below.

1. COMPREHENSIVE COMMERCIAL GENERAL LIABILITY

Combined single limit against claims for Bodily Injury, Death, and Property Damage, in connection with services provided, and in an amount not less than:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Certificates of Liability Insurance shall include the following language in the description of operations box:

- a. A description of operations (for Project 21-153).
- b. Names the Town of Camp Verde as an Additional Insured for General Liability and Auto.

Additionally, a corresponding endorsement shall accompany the Certificate of Liability Insurance relative to the additionally insured status.

2. COMPREHENSIVE COMMERCIAL AUTOMOBILE LIABILITY

Combined single limit for Bodily Injury and Property Damage, in an amount not less than:

\$1,000,000

Commercial Auto Liability Insurance policies or certificates shall name the Town of Camp Verde as an Additional Insured.

Additionally, a corresponding endorsement shall accompany the Certificate of Liability Insurance relative to

the additionally insured status.

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

Including:

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

3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Statutory Minimum \$1,000,000.

Plus, Employer's Liability Coverage for:

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

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

4. PROFESSIONAL LIABILITY

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

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

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

- a. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
- b. With the execution of this Agreement, Consultant shall simultaneously furnish any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement.
- c. Consultant shall furnish to the Town of Camp Verde any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Agreement).
- d. The Consultant shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.
- e. The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.

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

Section X. Indemnity

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

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

Section XI. Compliance with Federal and State Laws

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

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

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

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

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

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

Section XII: No Israel Boycott

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

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

APPROVED AS TO FORM:

Town of Camp Verde:

Town Manager/Date

By: _____
Mayor/Date

Consultant:

By: _____

Mark W. Woodson

President

Date: 10/11/2021

WOODSON

ENGINEERING & SURVEYING

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

ATTACHMENT A

October 11, 2021

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

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

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

Dear Troy:

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

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

Task#4: Concept Design (30% Plans)

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

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

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

Task#5: Preliminary Design (60% Plans)

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

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

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

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

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

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

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

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

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

Task#8: Post-Design Services

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

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

Task#9: Sub-Consultants:

Geotechnical Investigation

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

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

Potholing Services

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

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

Cost Summary:

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

Exclusions

- Environmental and cultural assessment
- FEMA studies
- Ownership/coordination at crossings of irrigation channel
- Public notifications of project and during construction
- Easement negotiations
- Televise sewer for service locations-Provided by Town of Camp Verde
- Construction Inspection-Provided by Town of Camp Verde
- Traffic Control Plan-Provided by the Contractor

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

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

Sincerely,

WOODSON ENGINEERING AND SURVEYING

A handwritten signature in blue ink that reads "Rick Schuller". The signature is written in a cursive, flowing style.

Rick Schuller, PE
Engineering Department Manager

CAMP VERDE MAIN STREET SEWER FEE PROPOSAL - ATTACHMENT B								October 11, 2021	
Task#		Staff Time (Hours)						Project Totals	
		Survey Manager	Survey Crew (1-Person)	Survey Crew (2-Person)			Proj Admin	Hrs	Fee
	Hourly Rate	\$195.00	\$145.00	\$200.00			\$75.00		
1	Boundary, Topo Map and Easements								
	Controls and ground survey			80				80	\$ 16,000
	Topographic map	40						40	\$ 7,800
	Easement descriptions	50						50	\$ 9,750
	Aerial survey with control								\$ 17,820
	Subtotal Topo & Easements	90		80				170	\$ 51,370
		Staff Time (Hours)						Project Totals	
		Associate Principal	Senior PM	PM	CAD Designer	CAD Tech	Proj Admin	Hrs	Fee
	Houtly Rate	\$195.00	\$180.00	\$170.00	\$120.00	\$90.00	\$75.00		
2	Admin, Proj Mgmt, Meetings and coordination								
	Meetings	40	20	20	10	4		94	\$ 16,360
	Coordination	60	40	20	10	4		134	\$ 23,860
	Subtotal Meetings and coordination	100	60	40	20	8		228	\$ 40,220
3	Research, Investigation Utility Base Map								
	Utility contact and coordination	1	2	2	12	32		49	\$ 5,215
	Drainage Research and Investigation	4		24		4		32	\$ 5,220
	Base map preparation	2			20	40		62	\$ 6,390
	Subtotal Utility Base Map	7	2	26	32	76		143	\$ 16,825
4	Conceptual Plans (30%)								
	Sewer plans and model	10	40		30	60		140	\$ 18,150
	Storm drain plans and calculations	10		50	20	30		110	\$ 15,550
	Cost estimate	4	5	3	4	12	4	32	\$ 4,050
	Subtotal 30% Plans	24	45	53	54	102	4	282	\$ 37,750
5	Preliminary Design Plans (60% Plans)								
	Pavement plans	12	20	5	60	80		177	\$ 21,190
	Sewer plans and model	10	40		80	120		250	\$ 29,550
	Stormdrain plans and calculations	6		60	70	120		256	\$ 30,570
	Cost estimate	2	4	4	10	12		32	\$ 4,070
	Special Provisions	2	2	4	8	12	4	32	\$ 3,770
	Subtotal 60% Plans	32	66	73	228	344	4	747	\$ 89,150
6	Pre-final Design Plans (90% Plans)								
	Pavement plans	15	36	20	72	110		253	\$ 31,345
	Sewer plans and model	6	50		80	120		256	\$ 30,570
	Stormdrain plans and calculations	10		50	80	100		240	\$ 29,050
	Cost estimate	2	4	4	10	12		32	\$ 4,070
	Special Provisions	2	2	4	8	12	4	32	\$ 3,770
	Subtotal 90% Plans	35	92	78	250	354	4	813	\$ 98,805
7	Final PS&E Package (100% Plans)								
	Pavement and Striping plans	5	12	8	16	50		91	\$ 10,915
	Sewer plans and model	2	10		12	16		40	\$ 5,070
	Storm drain plans and calculations	4		8	8	10		30	\$ 4,000
	Cost estimate	2	2	2	4	6		16	\$ 2,110
	Special Provisions	2	8	8	8	12	4	42	\$ 5,530
	Final PS&E Package (100% Plans)	15	32	26	48	94	4	219	\$ 27,625
8	Post-Design Services								
	Bidding phase coordination	12	20	10	8	4		54	\$ 8,960
	Site visits and weekly meetings	20	90	16				126	\$ 22,820
	RFIs and Contractor Submittals	8	16	8	4			36	\$ 6,280
	Yavapai County Sewer AOC	1	10		16	4		31	\$ 4,275
	As-built survey								\$ 20,000
	As-built plans	1	2	2	30	50	2	87	\$ 9,145
	Subtotal Post-Design Services	42	138	36	58	58	2	334	\$ 71,480
9	Sub-Consultant Fees								
	Geotechnical Exploration(Speedie)								\$ 12,500
	Potholing								\$ 28,750
	Subtotal Sub-Consultant Fees								\$ 41,250
	Total Project Cost								\$474,475



Agenda Item Submission Form – Section I

Meeting Date: October 20, 2021

Consent Agenda *Decision Agenda* *Executive Session Requested*

Presentation Only *Action/Presentation*

Requesting Department: Administration/IT

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration and possible approval the “ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT”.

List Attached Documents:

1. **LETTER FROM ATTORNEY GENERAL**
2. **ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT**

Estimated Presentation Time: 0 mins

Estimated Discussion Time: 0 mins

Reviews and Comments Completed by:

Reviews and Comments Completed by:

Town Manager: Russ Martin **Department Head:**

Town Attorney Comments: Included Below in Background **Risk Management:** N/A

Finance Department: Separate account will need to be tracked for these funds.

Background Information: (From Attorney Bill Sims) These are going out to city, town and county attorneys. These follow the AG’s MOU that cities and towns signed last November. This is the type of settlement that the November MOU indicated would be forthcoming.

To avoid having to read the agreement in its entirety, here are significant points:

1. Funds will be allocated to cities and towns through a regional structure (see Para C.3 on page 3). This continues the theme in the November 2020 MOU that the State will get 44% of the proceeds and all the local jurisdictions get the remaining 56%, but the local jurisdictions must pay all the attorneys first from the local jurisdictions’ amounts. The state pays nothing.

2. You must release all claims against the Pharmaceutical Supply Chain participants to receive any funds. (Para C.19, page 4)
3. If the county you are in does not receive 100% participation from all cities and towns in the county, the county (and its constituent cities and towns) will lose 40% of the share allocable to the county. The funds lost by the county will be reallocated to the State and counties that obtained 100% participation from its cities and towns. (Para D.2, page 5). This follows the pattern of last year's MOU by adopting this "hunger games" approach.
4. As with last year's MOU, the state is only obligated to "endeavor" to use the funds it receives to address Opioid issues. (Para C.8, page 4). Local jurisdictions are required to use the funds for such purposes.
5. If the settling defendants don't pay the attorneys who had represented local governments in this litigation, amounts to pay the attorneys will be deducted from the settlement proceeds payable to cities and towns. (Para E.2, page 5)
6. Local governments will have to fund a "Backstop Fund" to pay counsel who have represented local governments. (Para E.3, page 6)
7. An additional 14.25% will be deducted from any settlement to cities and towns to fund the Backstop Fund. (Para E.6, page 6)
8. Must keep records of how funds are used to abate opioid induced problems for five years (Para. F.4, page 7)
9. Must provide reports concerning how funds are expended to your region so that region can submit an annual report by July 31. (Para F.5, page 7)
10. Permitted uses are really targeted at County Public Health Departments, but cities and town could allocate funds under the First Responder category (Exhibit A, Part Three, Para I). Cities and towns could also work with their County Attorneys to address the Criminal-Justice Involved Persons category. (Exhibit A, Part Three Para D)

The agreement needs to be signed and returned to the AG no later than November 10, 2021. Given that the agreement releases the various pharmaceutical defendants from opioid claims, I think the best course of action would be to have Council review and approve.

Recommended Action:

Move to approve the ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT.



MARK BRNOVICH
Attorney General

Office of the Attorney General
State of Arizona
CIVIL LITIGATION DIVISION

September 20, 2021

W. Sims - Attorney for Camp Verde
Town of Camp Verde
3101 N Central Ave Ste 870
Phoenix, AZ 85012
wjsims@simsmackin.com

Via U.S. Mail and Email

Re: National Opioid Settlements

Dear County, City & Town Leaders:

Late last year, I wrote requesting your participation in the *One Arizona Opioid Settlement Memorandum of Understanding* (the “*One Arizona Plan*” or “MOU”), an innovative plan and national model that created a common-sense structure for distributing opioid settlement funds fairly and effectively throughout Arizona’s communities. Recognizing the importance of ensuring that monies from opioids settlements be maximized and distributed expeditiously to ameliorate the opioid epidemic, every county and 90 of 91 cities and towns signed on to the *One Arizona Plan*.

After much hard work and years of negotiations, significant opioids actions have reached proposed final settlements. The first is a global settlement with three opioid distributors—McKesson, AmerisourceBergen, and Cardinal (“the Distributors Settlement”). The second is with opioid manufacturer Johnson & Johnson (“the J&J Settlement”). If these settlements are finalized, Arizona will receive up to \$549 million from the settlements, with the monies to be used for opioid treatment, prevention, and education. Arizona counties, cities and towns can participate in these settlements, regardless of whether they filed a lawsuit.

I, on behalf of the State, have formally indicated the State’s conditional approval for the proposed Distributors & J&J Settlements. The next phase for both settlements consists of subdivision sign-on, which must be concluded before January 2, 2022. You should be receiving notice directly from the national settlement administrators for both settlements in the near future. **The total amount of money that Arizonans receive is dependent upon the number of local governments that participate. Accordingly, it is imperative that your political subdivision respond to that notice and join our efforts.** If enough subdivisions participate in Arizona and across the nation (called “critical mass”), then both settlements will be finalized.

With these proposed settlements pending, it is now time to update and finalize the *One Arizona Plan* into a binding distribution agreement. This will ensure Arizona's ability to participate in the national settlements and facilitate funding to the State and local governments as quickly as possible. The enclosed One Arizona Distribution of Opioid Settlement Funds Agreement ("the *One Arizona Opioid Agreement*") accomplishes this goal. All of the material principles of the MOU remain the same:

- A 44/56 split between the State and Local Governments, respectively;
- Requirements that (1) the money be used to combat the opioid epidemic, in accord with the approved purposes in Exhibit A to the One Arizona Opioid Agreement and that (2) basic reciprocal reports be made;
- Allocations developed in the national opioids litigation that are based on data regarding opioid use disorder rates, opioid deaths and the amount and potency of opioids shipped to your community, as well as historical spending by each city and town on opioid abatement. (The allocations made in the One Arizona Plan remain the same in the One Arizona Distribution Agreement.)
- Local governments empowered to use settlement resources for their constituents without state authorization of local government spending.

Updates to the *One Arizona Plan*:

- Allowing the national settlement administrator for each settlement to send the funds to the State and subdivisions directly, which would avoid the expense of hiring a separate trustee.
- If the federal government claims some of the settlement funds under federal law, the claimed funds will come from the total settlement funds before any allocation to the State and the subdivisions.
- A parity provision wherein any State uncovered outside counsel fees in the Purdue bankruptcy matter will be covered from the gross proceeds of any funds flowing to the state.
- Clarifying that any Arizona governmental entity will not receive money from a settlement unless they sign on to that settlement.
- Pursuant to a request from outside counsel for the subdivisions, changes clarifying the mechanisms for any subdivision outside counsel to receive their fees.

Together, we can maximize critically needed resources to assist Arizonans impacted by the opioid crisis. That is why, as we have discussed before, 100% participation among counties, cities and towns is essential. Review the *One Arizona Opioid Agreement* with your legal counsel, and execute the Agreement in the space provided.

Once completed, please return your *One Arizona Opioid Agreement* signature page to my office, to the attention of SherryAnn.Patrick@azag.gov or mail it to her at the address listed below, by November 10, 2021. If you have any substantive questions, please contact Section Chief Leslie Kyman Cooper at Leslie.Cooper@azag.gov, or Unit Chief Matthew du Mée at Matthew.duMee@azag.gov.

Please note that signing the *One Arizona Opioid Agreement* does **not** mean your political subdivision has signed the two pending settlement agreements with the Distributors and J&J. You will need to sign both agreements separately as instructed by the notice you will receive from the national settlement administrator.

The deadline to submit your *One Arizona Opioid Agreement* signature page to my office is November 10, 2021. The deadline to submit your signature pages for the Distributors Settlement and J&J Settlement is January 2, 2022.

Sincerely,



Mark Brnovich
Attorney General

Enclosures:

One Arizona Distribution of Opioid Settlement Funds Agreement

cc: Joseph Sciarrotta, AGO Civil Litigation Division Chief Counsel
Leslie Kyman Cooper, AGO Consumer Protection & Advocacy Section Chief Counsel
Matthew du Mée, AGO Consumer Litigation Unit Chief Counsel
Tom Belshe, Executive Director – League of Arizona Cities and Towns

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement (“Agreement”) to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Contingency Fee Fund” shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.¹
3. “J&J” shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
4. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

¹ Text of both settlements available at <https://nationalopioidsettlement.com>.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.
6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).
7. "Parties" shall mean the State and the Participating Local Governments.
8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.
11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.
12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.
2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.
4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").²
2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

² This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.
9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.
10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.³
2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.
2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.⁴

³ Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

⁴ This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.⁵ In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").
4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.
5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").
6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.
7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

⁵ The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.⁶ The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.⁷ For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set form in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.
5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

⁶ Text of settlement available at <https://nationalopioidsettlement.com>.

⁷ Text of settlement available at <https://nationalopioidsettlement.com>.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.
8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney’s fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the “Arizona Parties”) are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State’s and the Participating Local Government’s efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days’ written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.
4. The obligations in this Section shall not affect any Party’s right to proceed with trial or, within 30 days of the date upon which a trial involving that Party’s claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this _____ day of _____, 2021.

ARIZONA ATTORNEY GENERAL

Mark Brnovich

APACHE COUNTY

APACHE COUNTY

EAGER TOWN

By: _____

By: _____

Its: _____

Its: _____

SPRINGERVILLE TOWN

ST JOHNS CITY

By: _____

By: _____

Its: _____

Its: _____

COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

By: _____

Its: _____

By: _____

Its: _____

BISBEE CITY

DOUGLAS CITY

By: _____

Its: _____

By: _____

Its: _____

HUACHUCA CITY TOWN

SIERRA VISTA CITY

By: _____

Its: _____

By: _____

Its: _____

TOMBSTONE CITY

WILLCOX CITY

By: _____

Its: _____

By: _____

Its: _____

COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

By: _____

By: _____

Its: _____

Its: _____

FREDONIA TOWN

PAGE CITY

By: _____

By: _____

Its: _____

Its: _____

SEDONA CITY

TUSAYAN TOWN

By: _____

By: _____

Its: _____

Its: _____

WILLIAMS CITY

By: _____

Its: _____

GILA COUNTY

GILA COUNTY

GLOBE CITY

By: _____

By: _____

Its: _____

Its: _____

HAYDEN CITY

MIAMI TOWN

By: _____

By: _____

Its: _____

Its: _____

PAYSON TOWN

STAR VALLEY TOWN

By: _____

By: _____

Its: _____

Its: _____

WINKELMAN TOWN

By: _____

Its: _____

GRAHAM COUNTY

GRAHAM COUNTY

PIMA TOWN

By: _____

By: _____

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Its: _____

SAFFORD CITY

THATCHER TOWN

By: _____

By: _____

Its: _____

Its: _____

GREENLEE COUNTY

GREENLEE COUNTY

CLIFTON TOWN

By: _____

By: _____

Its: _____

Its: _____

DUNCAN TOWN

By: _____

Its: _____

LA PAZ COUNTY

LA PAZ COUNTY

PARKER TOWN

By: _____

By: _____

Its: _____

Its: _____

QUARTZITE TOWN

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY

By: _____

By: _____

Its: _____

Its: _____

AVONDALE CITY

BUCKEYE TOWN

By: _____

By: _____

Its: _____

Its: _____

CAREFREE TOWN

CAVE CREEK TOWN

By: _____

By: _____

Its: _____

Its: _____

CHANDLER CITY

EL MIRAGE CITY

By: _____

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Its: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

By: _____

By: _____

Its: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

GLENDALE CITY

By: _____
Its: _____

By: _____
Its: _____

GOODYEAR CITY

GUADALUPE TOWN

By: _____
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By: _____
Its: _____

LITCHFIELD PARK CITY

MESA CITY

By: _____
Its: _____

By: _____
Its: _____

PARADISE VALLEY TOWN

PEORIA CITY

By: _____
Its: _____

By: _____
Its: _____

PHOENIX CITY

QUEEN CREEK TOWN

By: _____
Its: _____

By: _____
Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

SURPRISE CITY

By: _____
Its: _____

By: _____
Its: _____

TEMPE CITY

TOLLESON CITY

By: _____
Its: _____

By: _____
Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN

By: _____
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MOHAVE COUNTY

MOHAVE COUNTY

BULLHEAD CITY

By: _____

By: _____

Its: _____

Its: _____

COLORADO CITY TOWN

KINGMAN CITY

By: _____

By: _____

Its: _____

Its: _____

LAKE HAVASU CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____

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Its: _____

Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

By: _____

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SNOWFLAKE TOWN

TAYLOR TOWN

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By: _____

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WINSLOW CITY

By: _____

Its: _____

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

By: _____

By: _____

Its: _____

Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

By: _____

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SOUTH TUCSON CITY

TUCSON CITY

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PINAL COUNTY

PINAL COUNTY

CASA GRANDE CITY

By: _____

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COOLIDGE CITY

ELOY CITY

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FLORENCE TOWN

KEARNY TOWN

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MAMMOTH TOWN

MARICOPA CITY

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SUPERIOR TOWN

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SANTA CRUZ COUNTY

SANTA CRUZ COUNTY

NOGALES CITY

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PATAGONIA TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____
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By: _____
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CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____
Its: _____

By: _____
Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____
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JEROME TOWN

PRESCOTT CITY

By: _____
Its: _____

By: _____
Its: _____

PRESCOTT VALLEY TOWN

By: _____
Its: _____

YUMA COUNTY

YUMA COUNTY

SAN LUIS CITY

By: _____

By: _____

Its: _____

Its: _____

SOMERTON CITY

WELLTON TOWN

By: _____

By: _____

Its: _____

Its: _____

YUMA CITY

By: _____

Its: _____

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B

Allocation to Arizona Counties/Regions

County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C

Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

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Agenda Item Submission Form – Section I

Meeting Date: October 20, 2021

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation

Requesting Department: Clerks Office

Staff Resource/Contact Person: Cindy Pemberton

Agenda Title (be exact): Approval of an application for Shannalee Marie Fowler, for a temporary extension of premises/patio liquor permit for Low Places, LLC for 564 S. Main Street on November 4th and 5th to host the Turquoise Circuit Block Party. The extension includes use of the Main Street in front of the building and parking lot area.

List Attached Documents:

- 1. Application

Estimated Presentation Time: 0 mins

Estimated Discussion Time: 0 mins

Reviews and Comments Completed by:

Reviews and Comments Completed by:

Town Manager: Russ Martin

Department Head: Marshal Corey Rowley clarified that CVMO is NOT doing the barriers. Parks and Rec are hiring off duty management to man the event entrances. CVMO will provide volunteers to assist Off Duty Management. Community Development Director, John Knight did not indicate issues with a caveat that the Extension of Premises Liquor License is a Community-wide special event sponsored by the Town, otherwise a special event permit would be required under section 9-1-2.1.h

Town Attorney Comments: Risk Management: N/A

Finance Department: N/A

Background Information: An application was received on October 13, 2021 for an extension of premises to be held at 564 S. Main Street. All fees have been paid. Community Development and CVMO approved the extension and the owner and Town Manager also approved use of the parking lot and Main Street.

Town Council approved sponsorship of a welcome block party for the Turquoise Circuit Finals and the Town is working with Low Places to host the event alongside their premise and because of the expected crowd the extension is necessary to the parking lot adjoining and Main Street.

Recommended Action:

Move to recommend approval of an application for extension of premises/patio permit for Low Places, LLC.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Date payment received:
____/____/____
CSR initials: _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT
This application must be returned to the Department of Liquor
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. **A NON-REFUNDABLE \$50 FEE WILL APPLY.** Specific purpose for change:

Temporary change for date(s) of: 11 / 04 / 21 through 11 / 05 / 21 List specific purpose for change:
Rodeo kick off party with too many attendants to hold in the restaurant. The town has approved closing the street in front of the restaurant.

1. Licensee's Name: Fowler, Shannalee, Marie
Last First Middle

2. Mailing Address: 1825 S. Quarterhorse Ln. Camp Verde AZ 86322
Street City State Zip

3. Business Name: Low Places LLC License # 012130012270

4. Business Address: 564 S. Main Street #100 Camp Verde AZ 86322
Street City State Zip

5. Contact phone: (623) 986-0831 Business phone: (928) 567-8722

6. Email: Shannalee@lowplacesbarandgrill.com

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? ____/____/____

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No If yes, when does your Certificate expire? Date: 08 / 20 / 2023

11. What security precautions will be taken to prevent liquor violations in the extended area?
The Camp Verde Marshals office has agreed to take care of barriers and security.

12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

Investigation Recommendation: Approval Disapproval by: _____ Date: ___/___/___

➡ OBTAIN APPROVAL FROM LOCAL GOVERNING BODY BEFORE SUBMITTING TO THE DEPARTMENT ⬅

➡ After completing the application, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature) (Title) (Agency) Date

I, Shannabee M Fowler, declare that I am the APPLICANT and, under penalty of perjury, making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.
(Print full name)

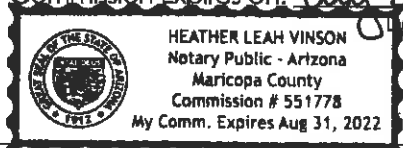
X Shannabee M Fowler Owner 10/13/21 623-986-0831
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 13th October 2021
Day Month Year

State AZ County of Maricopa

My Commission Expires on: Aug 31, 2022

[Signature]
Signature of Notary Public



Investigation Recommendation: Approval Disapproval by: _____ Date: ___/___/___

Director Signature required for Disapprovals _____ Date: ___/___/___



RECEIVED
BY: *Jas. Williams*

OCT 14 2021

OCT 14 2021

To the Town of Camp Verde,

Jeremy and Shannalee Brady as owners of Low Places LLC have been given my permission to use the parking lot 11/4/2021 to host the turquoise circuit Rodeo finals block party.

If you have any questions, please feel free to give me a call at (928)716-0973.

Thank you



Justin Chambers

Owner of Wingfield Plaza

Cindy Pemberton

From: Corey Rowley
Sent: Wednesday, October 13, 2021 1:33 PM
To: Cindy Pemberton; John Knight
Cc: Virginia Jones
Subject: RE: Extension of Premise Approval

Just need clarification about "Camp Verde Marshals has agreed to take care of barriers and security"

CVMO is not doing the barriers, and parks and rec are hiring off duty management to man event entrances.

I will have volunteers who will aide at the entry points with "Off Duty Management"

Just small detail but need to make sure we are on the same page. I have not included Mike Marshal but he should be included because they are hiring off duty management for the town.

Corey

From: Cindy Pemberton
Sent: Wednesday, October 13, 2021 12:15 PM
To: Corey Rowley <corey.rowley@campverde.az.gov>; John Knight <John.Knight@campverde.az.gov>
Cc: Virginia Jones <virginia.jones@campverde.az.gov>
Subject: Extension of Premise Approval
Importance: High

Hi Corey and John,

Please review and respond acknowledging approval of the attached temporary extension of premise. Due to the timeline to place this on the agenda. I'll need a response by the end of today.

John, FYI – When the Clerks office receives Special Event applications or extension of premise, these are approved by Community Development and CVMO. It will require a response acknowledging whether you approve or do not along with a reason for not approving.

Thank you,

Cindy Pemberton, M.P.A.

Town Clerk
473 S Main Street
Camp Verde, AZ 86322
928-554-0021
Cindy.pemberton@campverde.az.gov

Cindy Pemberton

From: John Knight
Sent: Thursday, October 14, 2021 9:25 AM
To: Cindy Pemberton
Cc: Corey Rowley; Virginia Jones; Russ Martin
Subject: FW: Extension of Premise Approval
Attachments: SBH C652DS21101311030.pdf

Importance: High

Cindy,

Community Development doesn't have any issues with the Extension of Premises Liquor License approval provided that this is a "community-wide special event" sponsored by the town.

Under Section 9-1-2.1.h., community-wide special events sponsored by the town are exempt. Otherwise, a special event permit would be required.

Let me know if you need anything else from Community Development.

Thanks,

John

SECTION 9-1-2.1 EXEMPTIONS

A person conducting the following shall be exempt from this chapter. (NOTE: FIREWORKS SALES ARE NOT EXEMPT FROM THIS CHAPTER.):

- a. Activities required by statute or by order of any court
- b. Bona fide auction sales pursuant to Arizona law
- c. Religious, political, or nonprofit organizations, as recognized by internal revenue service (must provide documentation)

120

12-

- d. School and youth activities (i.e. boy scouts, girl scouts, church clubs, youth sports groups, etc.).
- e. Fund raising activities intended to provide financial assistance to the gravely ill, to assist the victims of crimes, disasters, or the less fortunate, for the construction of a community facility, etc.
- f. Governing agencies (federal, state, county, city or town)
- g. Outdoor sales or activities being conducted on a property directly related to the primary sales of a business located on the same property (though, activity shall be subject to zoning compliance)
- h. Any business or vendor that is participating in a community-wide special event activity that is sponsored by the Town or a private (non-public) organization. However, a vendor who does not have a permanent Camp Verde business license must obtain a temporary business license for special events pursuant to the Town of Camp Verde Special Event Policy.
- i. Producer of farm products on agricultural lands, farms, and gardens
- j. Activities intended to increase public awareness of public programs.

John Knight

Community Development Director, Town of Camp Verde
473 S. Main Street, Suite 108
Camp Verde, AZ 86322
928-554-0050 (main)
928-554-0053 (direct)

From: Cindy Pemberton

Sent: Wednesday, October 13, 2021 12:15 PM

To: Corey Rowley <corey.rowley@campverde.az.gov>; John Knight <John.Knight@campverde.az.gov>

Cc: Virginia Jones <virginia.jones@campverde.az.gov>

Subject: Extension of Premise Approval

Importance: High

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Agenda Item 7



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: October 20, 2021

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

Requesting Department: Clerk’s Office

Staff Resource/Contact Person: Cindy Pemberton

Agenda Title (be exact): Discussion, consideration and possible appointment of 1 member to the Planning & Zoning Commission for a term that will expire January 2022.

List Attached Documents: Letters of Interest from Robert Foreman and Ingrid Osses

Estimated Presentation Time: N/A

Estimated Discussion Time: 5 Minutes

Reviews Completed by:

- Department Head: Cindy Pemberton Town Attorney Comments: N/A
- Finance Department N/A

Fiscal Impact:

Budget Code: _____ Amount Remaining: _____

Comments:

Background Information: Planning & Zoning Commission has one vacancy for a term that will expire in January 2022. Town Code, Section 4-1 states: Prior to the expiration of terms for board and commission members, the Town Clerk shall call for letters of interest from the general public. Such letters shall be filed with the Town Clerk in accordance with the time lines and other related procedures established by the Council. Membership requirements for appointees are subject to the requirements established in the appropriate resolution or ordinance that created the board or commission. The Council may establish any other requirements at the time such appointments are sought for the purpose of aiding the Council in completing the selection process. Any member of a board or commission appointed by the Council shall reside within the corporate limits of the Town. However, Council may waive the residency requirement with good cause, except for appointments to the Planning and Zoning Commission, Board of Appeals and Board of Adjustments.

Terms of Members. (2000-A164) (2003-A260)

All members are appointed to boards and commissions to three (3) year terms that begin on January 1 of the year such appointment is made. Members may be re-appointed to additional terms. Such terms are to be staggered so that the terms of no more than three members shall expire in any given year.

Recommended Action (Motion): Move to appoint (insert the names you would like appointed) to the Planning & Zoning Commission for a term that expires January 2022.

Instructions to the Clerk: N/A – Oath of Office if necessary.



Camp Verde, Arizona

RECEIVED
W/one

SEP 8 2021

LETTER OF INTEREST

Name: **ROBERT FOREMAN** Date: **09-08-2021**

Home Address: **123 HEAD STREET - CAMP VERDE, AZ 86322**

Mailing Address, if different: **PO BOX 171 - CAMP VERDE, AZ 86322**

Email Address: **CALVINSREALBAD@YAHOO.COM**

Home Telephone: **928-300-8108** Work Telephone:

Are you a resident of the Town of Camp Verde? Yes No Do you own commercial property in the Town of Camp Verde Yes No

Length of residency in the Town of Camp Verde: **29 YEARS** Do you operate a business in Camp Verde? Yes No

Name and address of business (if applicable):

If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession: **Building Official**

Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? Yes No If yes, please list names of board/commission and dates served:
P&Z COMMISSION 2003-2006 (APPROXIMATELY) BOARD OF APPEALS (??)

Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:

- | | |
|-------------------|----|
| 1. P&Z COMMISSION | 3. |
| 2. | 4. |

Education and Community Service

Schools Attended:	Degree:	Year:
PRESCOTT HIGH SCHOOL	YES	
PRESCOTT JR. COLLEGE	NO	

Civic Activities-Service Organizations	Office Held:	Year Begun:	Year Ended:
KIWANIS			
ROTARY			

Please state why you would like to be appointed to a Town Board, Commission, or Committee: **KNOW THE COMMUNITY. UNDERSTAND THE CODES**

Have you ever been charged and convicted of a crime? Yes No
If yes please explain.

What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?

(a) **MAKE DECISIONS THAT ARE THE BEST GOOD FOR THE GREATEST NUMBER OF PEOPLE**

(b) **LOOK OUT FOR THE INTERST OF THE TOWN AS A WHOLE**

(c)

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee:

BEEN INVOLVED WITH THE COMMUNITY FOR YEARS,
TOWN BUILDING OFFICIAL FOR 10 YEARS,
WORKED WITH THE TOWN FOR 15 YEARS,
FAMILIAR WITH THE VISION FOR THE TOWN.

Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

Please notify the Clerk's Office at (928) 567-6631, extension 105 if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Mail or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322.

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature: Robert Horen Date: 09-08-2021

	Date
Date Contacted & Invited to Appear before Council	
Staff Contacting Individual	
Date Appointed by Council	
Board or Commission appointed to	



Camp Verde, Arizona

LETTER OF INTEREST

Name: INGRID P. OSSES		Date: 10/12/2021		
Home Address: 95 E CLIFF HOUSE #A, CAMP VERDE AZ				
Mailing Address, if different: 95 E CLIFF HOUSE #D, CAMP VERDE AZ 86322				
Email Address: Jude.la@MSN.COM				
Home Telephone: 602 908 2009		Work Telephone: (928) 992-0201		
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Length of residency in the Town of Camp Verde: 2 years		Do you operate a business in Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Name and address of business (if applicable): EL CENTRO LATINO, 355 S. MAIN ST, CAMP VERDE AZ				
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:				
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please list names of board/commission and dates served:				
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:				
1. Planning & Zoning Commission				
2. _____		4. _____		
Education and Community Service				
Schools Attended:		Degree:	Year:	
COLLEGE		ACCOUNTANT	5 YEARS	
Civic Activities-Service Organizations		Office Held:	Year Begun: Year Ended:	
VOTING		PHOENIX	OCT/2020	NOV/2020
HEAD START		FLAGSTAFF	2003	2005
Please state why you would like to be appointed to a Town Board, Commission, or Committee: I feel I can contribute to the Commission due to my experience and dedication.				
Have you ever been charged and convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes please explain.				
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?				
(a) To advise and make recommendations to the Town Council.				
(b) Local Policy - and law-making body with the power to pass city/Town Laws and Ordinances.				
(c) Voting.				

* Continue Next page.

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee: I think that as a woman, and a business woman I can help give another perspective to the Commission, so that when we give recommendations we will give it a broader view and I hope this will be of help to our town.


Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

Please notify the Clerk's Office at (928) 554-0021 if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Mail or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322.

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature:  Date: 10/12/2021

	Date
Date Contacted & Invited to Appear before Council	
Staff Contacting Individual	
Date Appointed by Council	
Board or Commission appointed to	

[Page intentionally left blank]



Agenda Item Submission Form – Section I

Meeting Date: October 20, 2021

Consent Agenda *Decision Agenda* *Executive Session Requested*

Presentation Only *Action/Presentation*

Requesting Department: Administration/IT

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration and possible approval of a proposal to complete the first phase of network upgrades and WIFI expansion throughout the Main Street campus and buildings with our contracted IT company Sunstate in the amount not to exceed \$75,000.

List Attached Documents:

- 1. *Proposals*

Estimated Presentation Time: 0 mins

Estimated Discussion Time: 0 mins

Reviews and Comments Completed by:

Town Manager: Russ Martin *Department Head:*

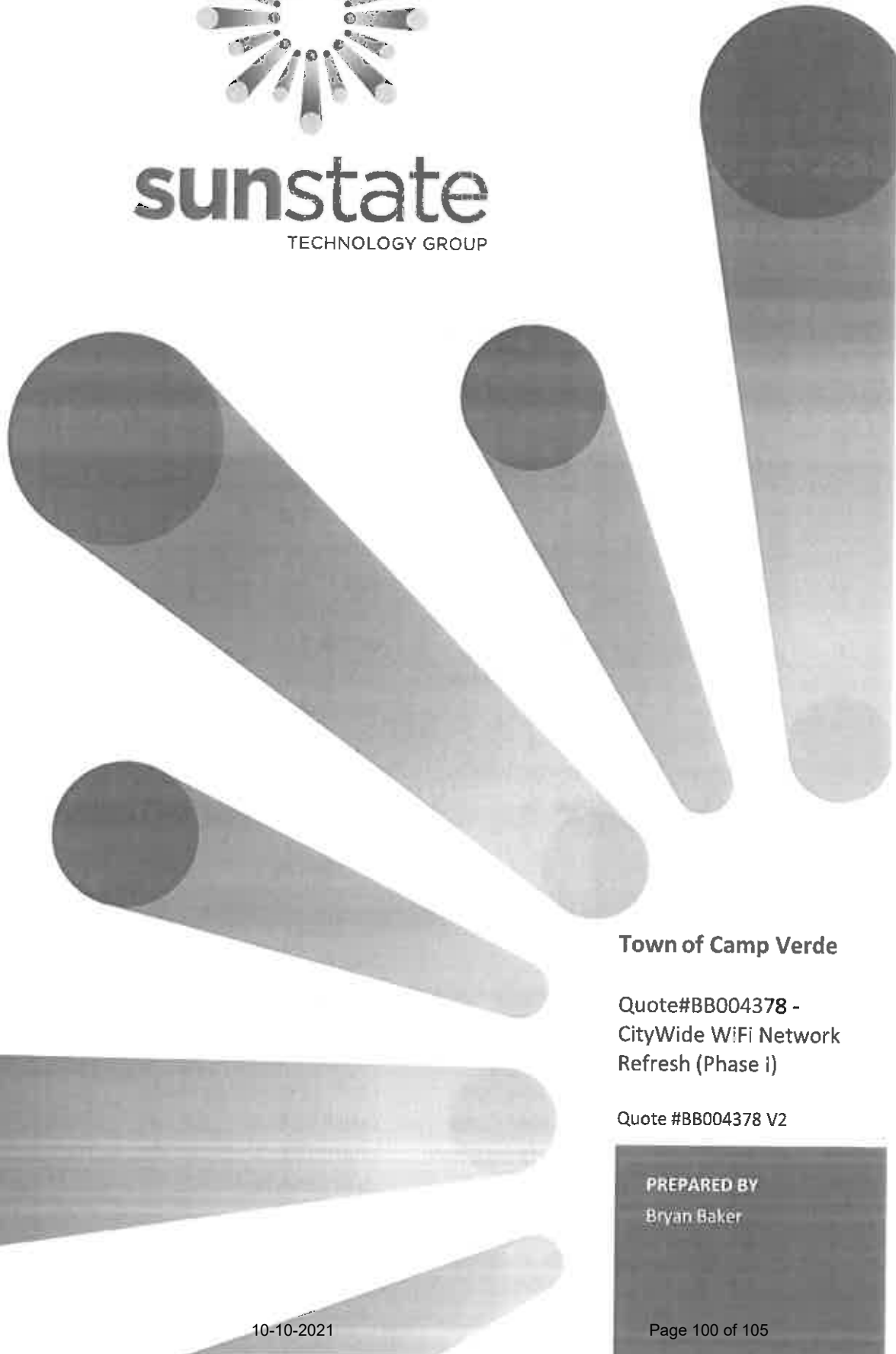
Town Attorney Comments: N/A *Risk Management:* N/A

Finance Department: Funding for this would come from the allocation of ARPA (Rescue Plan) for WIFI expansion to Town facilities and parks estimated at \$125,000 would leave a remaining balance of \$50,000.

Background Information: This is a phased project with the initial phase under \$50,000, however the second goes beyond the \$50,000 limit even though this is our Town Contractor for IT. Additional phases and cost proposals are being worked on including the Sports Complex, Verde Lakes, Skate/Pool/Butler and Rezonnico and Arturo Parks. This will develop/expand public WIFI areas allowing high speed WIFI at all Town facilities for public access. The Library was the only spot during the 2020 year that was able to provide access to high speed internet using the park locations will expand the locations for public use.



sunstate
TECHNOLOGY GROUP



Town of Camp Verde

Quote#BB004378 -
CityWide WiFi Network
Refresh (Phase i)

Quote #BB004378 V2

PREPARED BY
Bryan Baker



Main: 8883682024
 Web: www.sunstatetech.com
 Email: bbaker@sunstatetech.com

Historical Society		Unifi Pro 24	1
Library	Cisco Patron	Unifi Pro 48	2
	Edge 16 port	Unifi Pro 48	1
	Cisco 16		
	New	Unifi Switch Pro Aggregation	1
Fire Dept	New	Unifi PoE 8	1
	New	Unifi Switch Flex	1
	New	Unifi airFiber60 LR Streets-FD	2 (1 pair)

Labor Hrs: 48

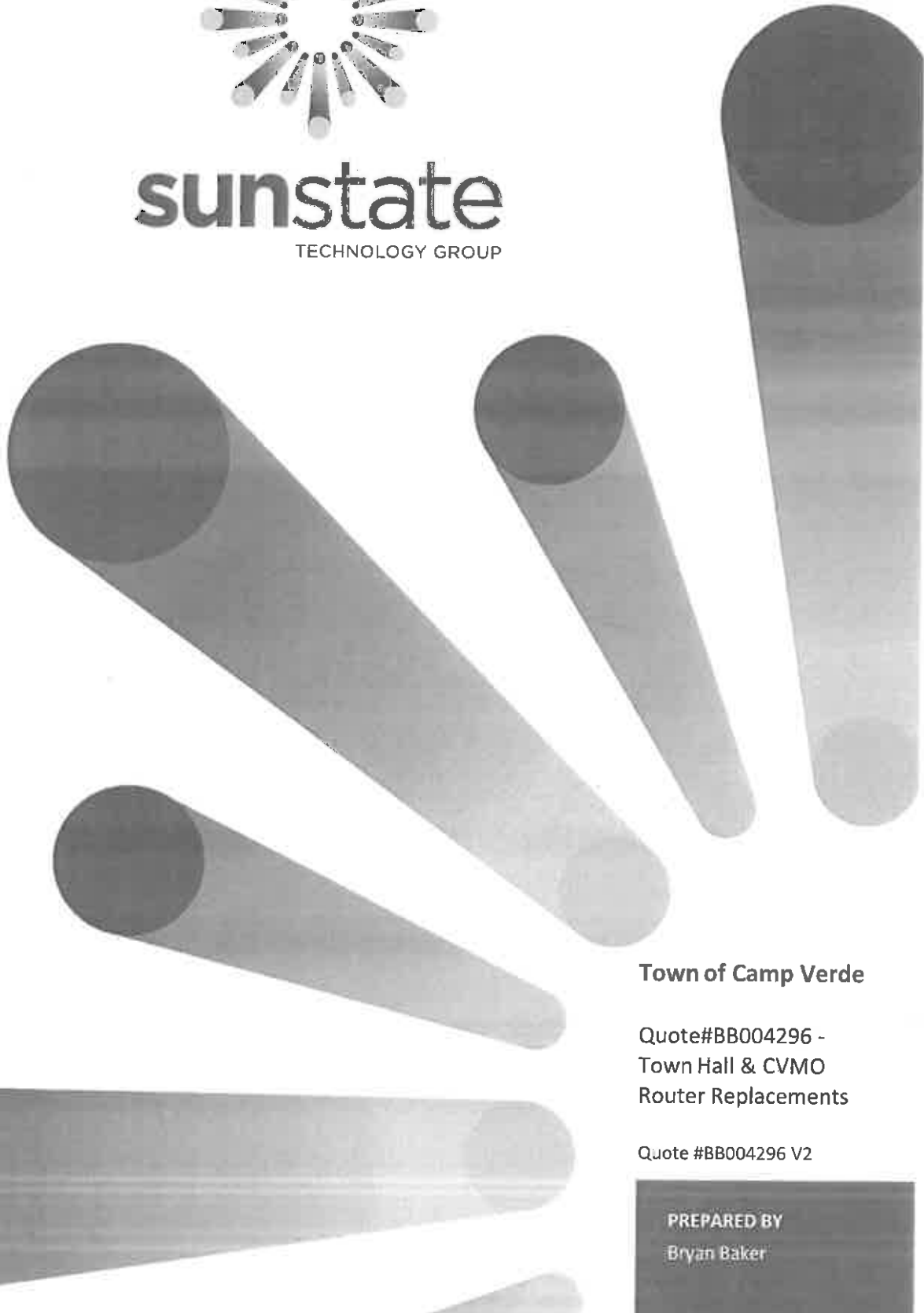


Main: 8883682024
Web: www.sunstatetech.com
Email: bbaker@sunstatetech.com

Labor/Setup	Price	Qty	Ext. Price
One Time Install One Time Install One Time Install	\$120.00	48	\$5,760.00
		Subtotal:	\$5,760.00



sunstate
TECHNOLOGY GROUP



Town of Camp Verde

Quote#BB004296 -
Town Hall & CVMO
Router Replacements

Quote #BB004296 V2

PREPARED BY
Bryan Baker



Materials		Price	Qty	Ext. Price
901 - WatchGuard M470 3 year basic security suite	WatchGuard M470 3 year basic security suite Extend your Wi-Fi network with the UniFi® ac LR Access Point, part of the Ubiquiti UniFi Enterprise WiFi System.	\$7,698.89	2	\$15,397.78
WatchGuard Firebox M270 with 3-Year Standard Support	WatchGuard Firebox M270 with 3-Year Standard Support WatchGuard Firebox M270 with 3-Year Standard Support	\$2,107.00	1	\$2,107.00
901 - WatchGuard T40 3 year basic security suite	WatchGuard T40 3 year basic security suite WatchGuard T40 3 year basic security suite	\$1,754.20	2	\$3,508.40
			Subtotal:	\$21,013.18



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 Email: bbaker@sunstatetech.com

QUOTE/AGREEMENT



Prepared by:
Phoenix Office
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 Fax 9284570200
 bbaker@sunstatetech.com

Prepared for:
Town of Camp Verde
 473 S Main St
 Suite 102
 Camp Verde, AZ 86322
 Russ Martin
 (928) 239-0356
 russ.martin@campverde.az.gov

Quote Information:
Quote #: BB004296
 Version: 2
 Delivery Date: 10/07/2021
 Expiration Date: 11/18/2021

Quote Summary

Description	Amount
Materials	\$21,013.18
Labor/Setup	\$600.00
Subtotal:	\$21,613.18
Estimated Tax:	\$1,771.41
Total:	\$23,384.59

By signing this form, you are agreeing to the pricing and services described above in the Quotation and to the additional Terms and Conditions of the Service Agreement that are available at: <https://www.sunstatetech.com/terms-conditions/>

The additional terms and conditions together with this quotation constitute the Service Agreement between you and Sunstate (us) and sets forth your rights and ours concerning payments, credits, changes, starting and ending service, termination fees, limitation of liability, resolution of disputes and other important topics. This Quotation (the "quote") is an approximation and is not guaranteed. The quote is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the Client will be notified. If the new price cannot be agreed upon between the parties, Sunstate may terminate this quote and Service Agreement in whole or in part. Quote good for 30 days. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed signature and allows you to accept and place your order.

Phoenix Office

Town of Camp Verde

Signature: _____
 Name: Bryan Baker
 Title: Senior Business Consultant
 Date: 10/7/2021 10:34:49 AM

Signature: _____
 Name: Russ Martin
 Date: _____