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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, MARCH 1, 2023 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/88355608008?pwd=TFRYSnR5NG0yMHQ1RXJzMWIGQmIMZz09>

One Tap Mobile: 1-253-205-0468 or 1-253-215-7799

Meeting ID: 883 5560 8008

Passcode: 195473

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

1. **Call to Order**
2. **Roll Call.** Council Members: Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore, and Mayor Dee Jenkins.
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Regular Session – February 15, 2023 Page 5
 - b) **Set Next Meeting, Date and Time:**
 - 1) Work Session – Wednesday, March 8, 2023 at 5:30 p.m.
 - 2) Work Session – Tuesday, March 14, 2023 at 5:30 p.m.
 - 3) Work Session – Wednesday March 15, 2023 at 5:30 p.m.
 - 4) Regular Session – Wednesday March 15, 2023 at 6:30 p.m.
 - c) **Authorization for the Mayor to execute documents allowing the Town to participate in the National Prescription Opiate Litigation relevant Teva, Allergan, CVS, Walmart, and Walgreens Opioid Settlements.** Page 17
5. **Call to the Public or items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism

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

6. **Special Announcements and Presentations:**

- **Presentation on Camp Verde Load Growth and Projects.** Resource: Brandon Echols, APS, Supervisor Verde Service Planning Page 39
- **Proclamation – Designating March 29, 2023 as National Vietnam War Veterans Day.** Page 51

7. **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.

8. **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.

9. **Discussion, Consideration and Possible Approval of Contract No. 23-141-PSA-0-10143 for Professional Services for the Town of Camp Verde Aerial Mapping and Area Drainage Master Study to Wilson & Company in an Amount not to exceed \$275,000.** Staff Resource: Jeff Low Page 53

10. **Adjournment**

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

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation

needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on 02-23-2023 at 4:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Cindy Pemberton

Cindy Pemberton, Town Clerk

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Support your local merchants

**DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, FEBRUARY 15, 2023 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/81225868008?pwd=aUl5aUgzaXhVdTJIYIU3MElrbjBJQT09>

One Tap Mobile: 1-253-215-8782 or 1-346-248-7799

Meeting ID: 812 2586 8008

Passcode: 854703

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

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

Also Present. Interim Town Manager Gayle Mabery, Town Attorney Trish Stuhan, Town Clerk Cindy Pemberton

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

a) Approval of the Minutes:

- 1) Work Session – January 25, 2023
- 2) Regular Session – February 1, 2023

b) Set Next Meeting, Date and Time:

- 1) Work Session – Wednesday, February 22, 2023 at 5:30 p.m.
- 2) Regular Session – Wednesday, March 1, 2023 at 6:30 p.m.
- 3) Work Session – Wednesday, March 8, 2023 at 5:30 p.m.

Councilor Baker had a correction for the minutes on February 1st, item 10. It shows that she voted “aye”, however, she voted “nay”.

Councilor Murdock had a correction regarding the same minutes. She voted “aye”, and it’s recorded that she voted “nay”.

Councilor Murdock asked the Clerk’s Office how Council is notified when the corrections have been made to the minutes.

Town Clerk, Cindy Pemberton explained the corrections that are made will get reviewed by Mayor Jenkins and approve afterward.
Mayor Jenkins agreed.

Before making a motion, Councilor Escoffier wanted to compliment the Clerk's Office on the January 25th, 2023 Work Session minutes. She thought they were done very nicely and concise.

Councilor Escoffier made a **motion** to approve the Consent Agenda item 4a and 4b.
Second by Councilor Baker

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Whatley: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Passed 7-0.

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

Sherry Wischmeyer spoke regarding what she feels is the eroding of neighborhoods through the weakening of town zoning ordinances and the allowing of property usages that are not conducive to quiet, residential neighborhoods. She said the biggest examples are allowing a motor cross track and a rodeo arena in residential areas. She said she is not speaking of Arena Del Loma. Administrative decisions have the potential to result in long ranging effects to our community. She said members of the public are being told that the noise ordinance cannot be enforced. She feels Council has made it clear that they feel strongly about protecting the character of the residential areas. However, there is a concern that it is not filtering to the departments and decisions are being made that are creating neighbor hostilities. Fees must be paid up to \$600.00 to be heard by the Board of Adjustments. Policies are not being implemented to reconcile these issues. She requested a special session and discuss the matter with members of the public.

Sheri Hauser spoke to give an update on the Camp Verde Chamber of Commerce. She said Dr. Watson has retired from their board, and David Christy has resigned.

Gina Hall has joined. They also have Sheri Flowers and Chef John T. She told them about the Camp Verde United Community Services Symposium on March 21st. The Chamber of Commerce will be helping with the Pecan and Wine Festival. She told Mayor Jenkins she hopes someone will come to their ribbon cutting on April 13th. Additionally, she let Council know that they'll be receiving two letters from the Board.

Rita Fambrough spoke regarding the noise ordinance. She said most of her concerns were already spoken by Ms. Wischmeyer. She said the one thing that she wants to mention about the noise ordinance, is that the police are not responsible for enforcing these, but rather the code enforcer. She is concerned about this because she wants to know what a community member is supposed to do if they have a noise complaint in the evening time when the code enforcer is no longer in office. Is there a way to make the police more accessible in this and give them more authority to respond?

6. Special Announcements and Presentations:

- **None**

7. 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 Godwin attended an event at the Philip England Center for the Performing Arts on February 5th. It was a presentation on the role of Indian Scouts. On March 5th at 3:00 p.m., the head of the observatory in Flagstaff will be coming down to give a presentation on telescopes.

Councilor McPhail said she continues to attend Teen Game Night and the Yavapai Apache Tribal Council Meetings. She, too, went to the presentation on the Indian Scouts. She also attended the Earth Day meeting and Touch a Truck. She commended the Public Works Dept. for putting on Touch a Truck. She thought it was a fantastic event.

Vice Mayor Moore had nothing to present.

Councilor Baker attended the Vietnam Wall Memorial Meeting. She said the pinning ceremony and speakers will be on March 29th, 2023. She said volunteers for this event to contact Parks and Recreation. It would be greatly appreciated.

Councilor Escoffier attended the Dark Sky Community Board Meeting. She said they are continuing to review the Town's lighting ordinance. She also attended the Copper Canyon Fire District Meeting. Additionally, she and Councilor Baker attended the MATForce meeting.

Councilor Murdock had nothing to present.

Mayor Jenkins tuned into the League's Legislative update on Zoom. She felt it was very informative and important to pay attention to what they're doing in Phoenix. Additionally, she attended her regular Mayoral meetings.

- 8. 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, Gayle Mabery reminded everyone that Town administration offices will be closed Monday, February 20th for President's Day.

Additionally, she updated Council, on the Town Manager recruitment. They've been working with recruiter Debra Stapleton. They have one on one meetings scheduled for each Council member and Ms. Stapleton.

She gave an update from the Library that they are starting a new pilot project. They are working with 3rd graders from Camp Verde Elementary School to increase reading fluency. She feels it's a great way to expand their collaboration with the elementary school.

She brought to the Council's attention that last year Council approved the Town's participation in a national opioid settlement. It will show up as an agenda item on March 1st.

They got the data back from the Touch a Truck event and it's projected that they had 3,000 people total at this event.

Finally, at a recent Council meeting, they talked about the donated scoreboards at the Sports Complex. two scoreboards were donated by Tierra Verde, one was donated by Mulcaire and Sons, and one was donated by Durnez Concrete Construction.

Bruce Connolly introduced himself as the new Town Engineer.

- 9. Discussion, Consideration and Possible Appointment of the (7) seven members to the Parks and Recreation Commission.** Staff Resource: Gail Mabery

Ms. Mabery gave Council a little bit of background on this item. They appointed a Board and Commission interview committee. On the committee was Councilor Baker, Councilor McPhail, Councilor Escoffier, Town Clerk Cindy Pemberton, and Parks and Recreation Manager Mike Marshall.

They interviewed 10-11 applicants for the Commission.

The recommendation after receiving all applicants was to appoint Glenda Duncan, Candra Faulkner, Dave Grondin, Mary Hughes, Jerry Morris, Jeffrey Noonan, and Karen Wade.

Councilor McPhail said the caliber of applicants was outstanding. She felt it was a wonderful process. Councilor Escoffier agreed with Councilor McPhail. She felt it was a great process and thanked Ms. Mabery and Ms. Pemberton for recommending the process. Councilor Baker said it was a refreshing and pleasant process. She feels the steps they took in appointing these applicants is a process they can continue using moving forward.

Councilor Escoffier made a **motion** to move to appoint Glenda Duncan, Candra Faulkner, Dave Grondin, Mary Hughes, Jerry Morris, Jeffrey Noonan, and Karen Wade to the Parks and Recreation Commission.

Second by Councilor McPhail

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Whatley: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Passed 7-0.

Mayor Jenkins asked for any of the newly appointed Parks and Recreation Commission members to stand and be recognized.

10. **DISCUSSION, CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 2023-1103, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING USE PERMIT 20220782 FOR THE PUPOSE OF DEVELOPING A POWER UTILITY SUBSTATION, LOCATED ON PARCEL 403-23-006y COMPRISING APPROXIMATELY 5.98 ACRES, SITUATED IN A C-3 (COMMERCIAL: HEAVY COMMERCIAL) DISTRICT, ON N. COMMONWEALTH DRIVE, CAMP VERDE, YAVAPAI COUNTY, ARIZONA.** Staff Resource: John Knight

Community Development Director John Knight turned it over to Cory Mulcaire, Town Planner. He also told Council he was happy to see APS come in and solve some of their power needs, as it's been an ongoing issue for the past year.

Ms. Mulcaire told Council APS has applied for a use permit for a Town planning and zoning ordinance. It is required for C3 zoning for all utilities and all public service to have a use permit. She said they definitely need this substation because at this point APS is limiting all of their commercial developers to 400 amps of service because they cannot supply anymore.

She told Council they have a representative, Paul Murphy, from the Applicants Corporation for APS to answer any questions.

Councilor Baker didn't have any questions, but she thanked Ms. Mulcaire for all the information that she provided them in the agenda. She said it was very refreshing and appreciated to get that much information on an item like this. She also thanked APS.

Vice Mayor Moore asked how long it will take for the substation to get done once they receive the permit.

Ms. Mulcaire said she can't answer that, and she's not sure Mr. Murphy can either, but what she can tell them is they completed the developments standards review process today, which means the next steps are now the grading and building permits. As far as the town is concerned, they can move forward immediately with the next permitting processes.

Vice Mayor Moore asked when they're predicting when this will be up and running and servicing the community.

Mr. Murphy said he doesn't know the exact service date, but he believes it is sometime in late 2023 or the first quarter of 2024. They are done with their development plans, they just have to submit the final ones. APS will have about a month timeframe to work on it and give them final approval. APS would like to start construction on it sometime in April. They're trying to get things pushed through APS, and he's happy with how it's going.

Ms. Mulcaire said that APS has their requirements of a 10 ft fence, however, through the ordinance they had on February 1st, 2023, they no longer have to wait. They can now administratively say yes, you're a utility, you're exempt from the Town's 6ft fence height, and can build the 10 ft fence. They just have a building permit for their fence. They're expecting a 4-6-week turnaround total. They're expecting to work quickly in the Community Development Department.

Councilor Murdock said she read through a note that talked about 64k kilovolts. She wondered how much power that really is?

Mr. Murphy told her that was an APS question.

Councilor Murdock said she has some friends that work around power and they say it's "big power and will serve a lot". She thought this was exciting and amazing what this project is going to do for the community.

Mr. Murphy agreed, but said these questions are out of his wheelhouse. Based on current needs and future development, this is where they're at. There are bigger sub-stations, but they're also double the size.

Mayor Jenkins thanked him for coming.

Ms. Pemberton read a comment from the Zoom chat.

Zoom user "Michael Wasko" said the project manager schedule currently shows November 2024 end service date. The sub is installing two 20 megawatt transformers.

Mayor Jenkins thanked him.

Councilor Baker made a **motion** to approve resolution 2023-1103, A resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona,

approving use permit number 20220782 for the purpose of developing a power utility substation, located on parcel 403-23-006y comprising approximately 5.98 acres, situated in a C-3 (Commercial: Heavy Commercial) District, on N. Commonwealth Drive, Camp Verde, Yavapai County, Arizona.

Second by Councilor McPhail

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Whatley: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Passed 7-0.

11. **DISCUSSION, CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 2023-1104, A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE TOWN OF CAMP VERDE (“TOWN”) TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (“IGA”) (TOWN CONTRACT NO. 2023-141-IGA-1-10140) WITH THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT (“DISTRICT”) FOR FINANCIAL CONTRIBUTIONS FROM THE DISTRICT TO THE TOWN FOR FISCAL YEAR 2022-2023; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.** Staff Resource: Jeff Low

Utilities Director, Jeff Low spoke said the Yavapai County Flood Control District provides annual funding to jurisdictions within the county that requests flood control related projects. The Utility Department has requested funding for a new aerial topography survey of the Town with one-foot contours and six-inch resolution. They are also requesting a new, two-dimensional flood model for the entire Town. The topography can be utilized by town staff for internal use and future planning of CIP related projects, including upcoming water system master plan. The two-dimensional flood model can also be utilized for future storm water models or toward FEMA grants to update flood plane boundaries throughout the Town. He let them know the item will be on the agenda March 1st for the County Board of Supervisors meeting. Additionally, it'll be on the Town agenda for a contract to be awarded to Wilson Engineering and Company in the amount not to exceed \$245,000.

Mayor Jenkins asked Mr. Low how this helps him.

Mr. Low said it helps to determine where flood problems are in the Town. He finds it to be very helpful. The model is very accurate.

Councilor Baker said when she saw this and the amount of the grant she was praising the Lord because for years they've gotten just the standard amount from Yavapai County. But this will really help them address, prepare, and maintain areas of flooding.

Mr. Low responded and said it will help clarify future projects. One of the issues has been that one of their flood studies is from the 1980's. It's not very accurate. It's cause issues for development.

Ms. Mabery said she wanted to add a little bit of discussion about the Yavapai County Flood Control district and how this money is coming to them. She told them every property owner in the Town of Camp Verde, on their property tax bill, is paying into the Yavapai County Flood Control District. The District and the County try very hard to dedicate resources to the individual municipalities where those taxes are being collected. Each municipality is responsible for deciding what projects they want and asking for the money. They must do what they say they're going to do in a timely manner. If they're consistent in doing that, they're applications are looked at highly. She told them this is a great resource for the town. She commended Mr. Low for moving this process forward.

Mr. Low said during his time with the City of Prescott they got regular grants from FEMA utilizing this type of data.

Mayor Jenkins said it sounds like this is the first step in the process to address the flooding issues. She thanked Mr. Low.

Councilor Escoffier asked, if the money is accepted, will this preclude the Town from receiving additional funding from the Flood Control District for other projects? She wondered if they ranked projects throughout the county to decide on who's going to get them? Will they decide to do this every year?

Mr. Low told her every year they'll have a set amount of money and other jurisdictions will submit projects, along with the Town of Camp Verde, and they'll pick out how much money each jurisdiction gets. He said they want to spend their money and they need to spend it because it looks bad if they don't spend it. The Board doesn't want to continue to give money if it's not spent.

Councilor Escoffier asked if it's based off of how much money the Flood Control District is collecting from our tax area?

Mr. Low told her it's partially our tax base, but also the county. They get a certain amount of property tax from every property in the whole county.

Councilor Escoffier asked if we're getting our complete share that we're putting in. Mr. Low said not normally. However, you can if you keep pushing it and are regular with them.

Councilor Murdock explained this process so that the public understood what they were discussing.

Councilor Escoffier wanted to further clarify. She said in other Counties, the municipalities can opt out of the Flood Control District, and then they receive the total amount of taxes from that jurisdiction. They are written a check and then

handle it all themselves.

Vice Mayor Moore made a **motion** to approve resolution 2023-1104, A resolution of the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, Authorizing the Town of Camp Verde (“Town”) to enter into a an intergovernmental agreement (“IGA”) (Town Contract No. 2023-141-IGA-1-10140) with the Yavapai County Flood Control District (“District”) for financial contributions from the district to the town for fiscal year 2022-2023; and authorizing the Mayor and the Staff to take any and all steps necessary to accomplish the above.

Second by Councilor Baker

Councilor Escoffier said she had a question on the resolution. The third whereas says the “City seeks to approve” and she wondered if that needs to say “Town”? Town Attorney Trish Stuhan said they can administratively clean it up.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Whatley: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Passed 7-0.

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

Jeff Noonan spoke regarding the Vietnam War Memorial. He said they’re looking for volunteers. It’s March 28th, 2023 Specifically, they’re looking for military, but it’s open for anybody to volunteer.

- 13. DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE TOWN ATTORNEY REGARDING EXECUTIVE SESSION REQUIREMENTS. NOTE COUNCIL MAY, BY MAJORITY VOTE, RECESS THE MEETING, HOLD AN EXECUTIVE SESSION WITH STAFF AND THEN RECONVENE FOR DISCUSSION AND POSSIBLE ACTION ON THIS ITEM AS COVERED UNDER A.R.S. 38-431.03 (A)(3)** Staff Resource: Attorney Trish Stuhan

Councilor McPhail **moved** to go into Executive Session.

Second by Vice Mayor Moore.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye
Councilor McPhail: Aye
Councilor Murdock: Aye
Councilor Whatley: Aye
Vice Mayor Moore: Aye
Mayor Jenkins: Aye

Motion Passed 7-0.

The Council convened into Executive Session at 7:19 p.m.

• **RECESS INTO AND HOLD EXECUTIVE SESSION PURSUANT TO A.R.S. §38.431.03 (A)(3).**

• **RECONVENE OPEN SESSION**

The Council reconvened at 8:07 p.m.

Mayor Jenkins directed staff to develop a procedure for E-session minutes

14. Adjournment Meeting was adjourned at 8:08 p.m.

Mayor, Dee Jenkins

Attest: Town Clerk Cindy Pemberton

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on February 15, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk

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

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and

proceedings. All legal action of public bodies shall occur during a public meeting. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on 02-09-2023 at 5:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Cindy Pemberton

Cindy Pemberton, Town Clerk

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Agenda Item Submission Form – Section I

Meeting Date: March 1, 2023

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation

Requesting Department: Interim Town Manager

Staff Resource/Contact Person: Gayle Mabery

Agenda Title (be exact): Authorization for the Mayor to execute documents allowing the Town to participate in the National Prescription Opiate Litigation relevant Teva, Allergan, CVS, Walmart, and Walgreens Opioid Settlements.

List Attached Documents: Package of documents authorizing participation in the above named settlement.

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews and comments Completed by:

X Town Manager: Gayle Mabery Department Head: _____

X Town Attorney Comments: Reviewed and approved by Town Attorney Trish Stuhan

Risk Management: _____

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

Background Information: In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years. The Town of Camp Verde opted in to those settlements, and ultimately decided to direct the funds received to the local organization Partners Against Narcotics Trafficking (PANT).

In late 2022, new agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with

the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance

structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

The State of Arizona has elected to participate in the settlements. As a city/town in Arizona, Camp Verde subdivision may participate in each settlement for which our state has elected to participate. In order to participate, Camp Verde must "opt in" to participate in the new settlements. To do so, we need to designate someone to sign the opt-in documents on our behalf.

The deadline to return the required documentation is April 18, 2023.

Recommended Action (Motion): Move to authorize the Mayor to execute all necessary documents allowing the Town's participation in the National Prescription Opiate Litigation relevant Teva, Allergan, CVS, Walmart, and Walgreens Opioid Settlements.

Instructions to the Clerk:

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Camp Verde town, AZ
Reference Number: CL-382987

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Arizona is participating in the following settlements:

- Teva
- Allergan
- CVS
- Walgreens
- Walmart

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Leslie Cooper (Leslie.Cooper@azag.gov) or Jane Fallon (Jane.Fallon@azag.gov) at the Arizona Attorney General's Office.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity: Camp Verde town	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Camp Verde town	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity: Camp Verde town	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity: Camp Verde town	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Relcasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: Camp Verde town	State: AZ
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



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CAMP VERDE LOAD GROWTH AND PROJECTS

2/15/2023

Agenda Item 6.0



TO:
Prescott
& Phoenix

EXIT 285
17
260 WEST

TO:
SALT MINE ROAD
& RECREATION AREA

COPPER CANYON TRAIL
VERDE SALT MINE

Distances from Camp Verde		
Phoenix	92 mi.	1h 30
Prescott	42 mi.	56 min.
Sedona	25 mi.	40 min.
Cottonwood	17 mi.	25 min.
Jerome	25 mi.	40 min.
Cornville	11 mi.	22 min.
Fossil Creek	26 mi.	1h 30
Payson	58 mi.	1 hr
Grand Canyon	140 mi.	2h 30

Council Regular Session

March 1, 2023

Page 39 of 72

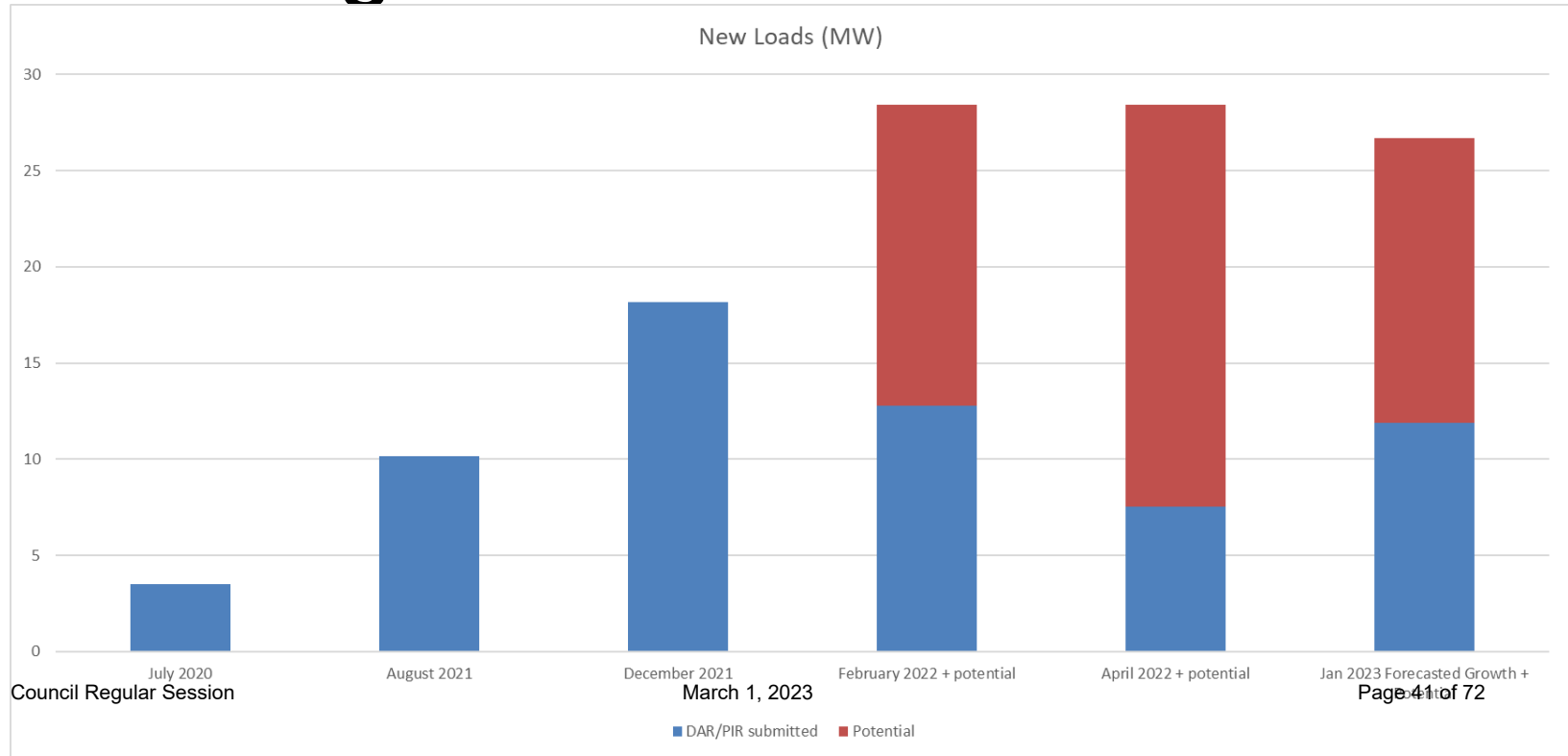
TO:
Fossil Creek
& Payson

Submitted and Potential Loads . 3.6MW Energized. 11.9MW DAR submitted. 26.7MW total.			
Feeder	Year	Demand	Name
HD 02	Spring 2022	200	Cynergy Meds
HD 02	Spring 2021	1332	Abundant Cultivation
HD 02	Fall 2024	1332	<i>Abundant Phase Two</i>
CU 10	Fall 2022	283	Verde River Bend LLC temp power
CU 10	Fall 2024	898	<i>Verde River Bend LLC rest of phase one</i>
CU 10	Fall 2024	898	<i>Verde River Bend LLC phase two</i>
CU 10	Fall 2024	496	<i>Verde River Bend LLC full buildout</i>
CU 10	Fall 2022	245	Gh industries phase 1 temp power
CU 10	Fall 2022	455	GH industries phase one
CU 10	Fall 2024	700	<i>GH Industries Phase Two</i>
CU 10	Spring 2023	500	CP Alkemista Ind LLC (Singuana Malt)
CU 10	Spring 2024	220	<i>CP Alkemista Ind LLC (Singuana Malt) phase two expansion</i>
CU 06	Spring 2023	175	Millwood Estates
HD 02	Spring 2025	3000	Your Way Cannabis
HD 02	Spring 2025	4000	Highview at Boulder Creek
HD 02	Fall 2024	2500	<i>Mix Tape</i>
HD 02	Spring 2025	2500	Grow Op B
CU 10	2022-2025	815	Verde Ranch Estates Phase 1 B Full Buildout
CU 10	Fall 2024	150	Marriot
CU 10	Spring 2023	100	Tractor Supply
CU 10	Fall 2024	150	Hotel
CU 10	Spring 2025	750	300 unit multifamily
HD 02	Fall 2024	1000	Frame Tec
CU 10	Spring 2025	1500	new residential developments
HD 02	Spring 2025	500	Jones Ford EV Installation
HD 02	Spring 2023	180	New APS Service Center
HD 02	Spring 2025	100	APS Fleet Electrification
CU 06	Spring 2023	200	Camp Verde Sports Complex
CU 06	Spring 2025	300	<i>Camp Verde Sports Complex Second Set of Fields</i>
CU 10	Spring 2025	1300	Tesla Site (Rumoured, not submitted, pending evaluation)

Grow ops	
Mixed use	
residential	
commercial	
Bold. Can be / are connected Now	
<i>Italic. DAR submitted</i>	

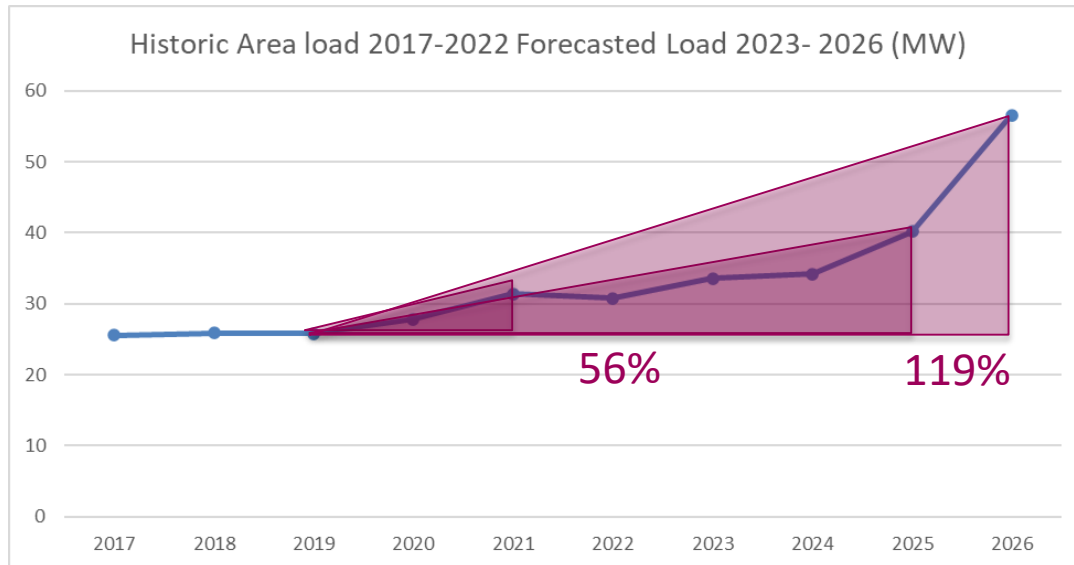
Since last meeting 3.6MW added

Fluctuating New Loads





Area load (2017 – 2022)

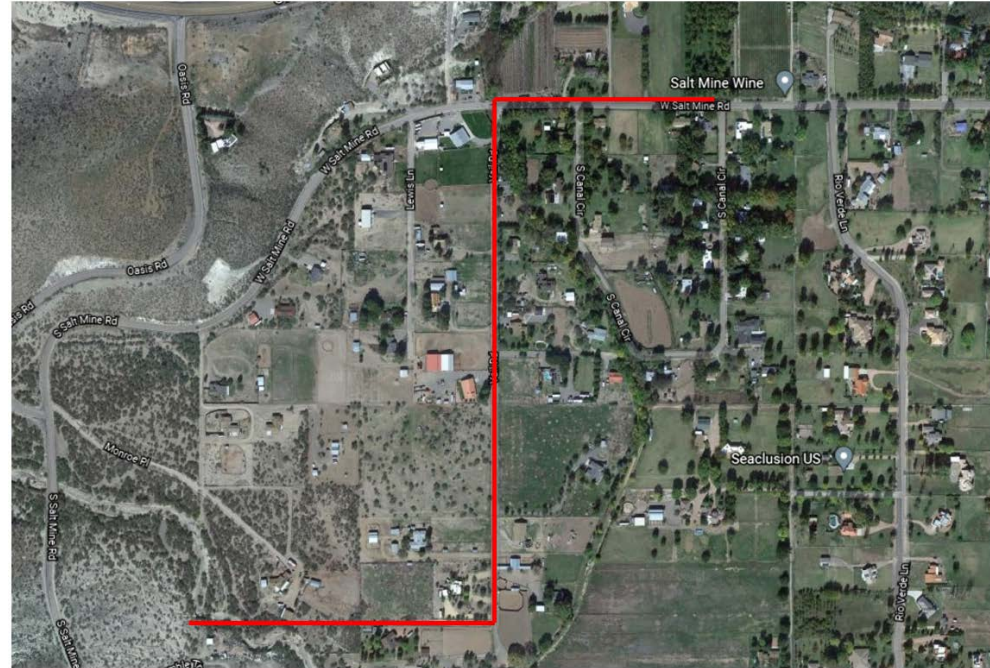


Percent Growth	%
Camp Verde 2019 to 2021	22
NW Div 2019 to 2021	17
Camp Verde 2019 to 2025 (confirmed)	56
Camp Verde 2019 to 2026 (potential)	119

In flight projects

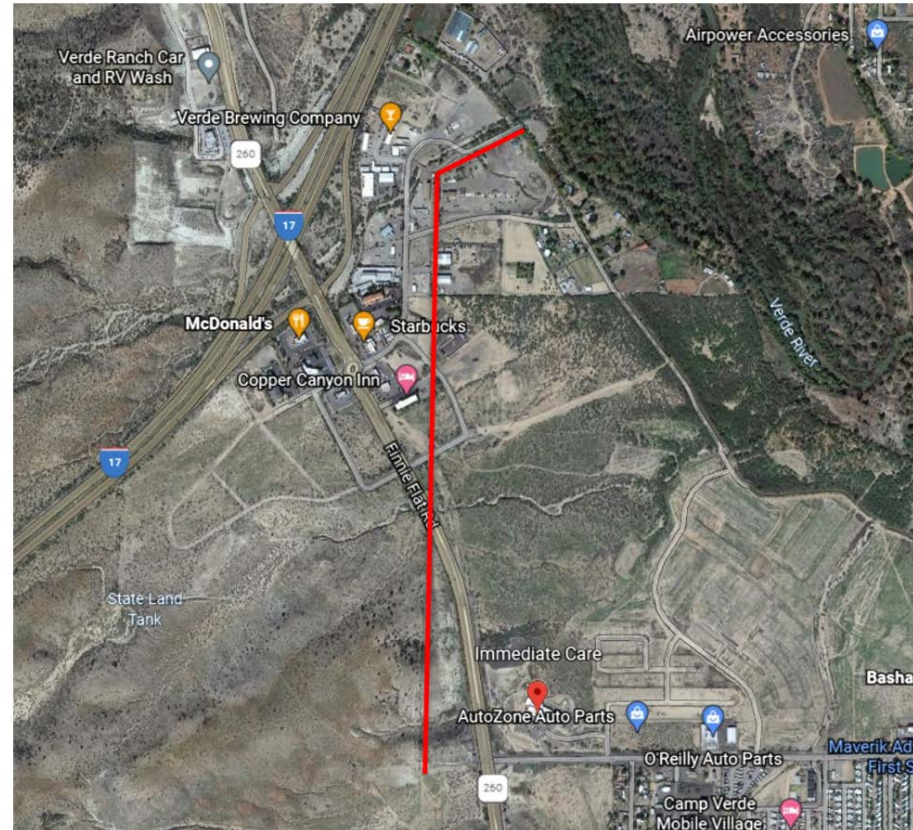
CU02 Reconductor / CU10 Transfer

- Reconductor/rebuild 1mi
 - 2x Capacity on CU02
 - Offload CU10
 - Supports more flexibility in outage
- Completed

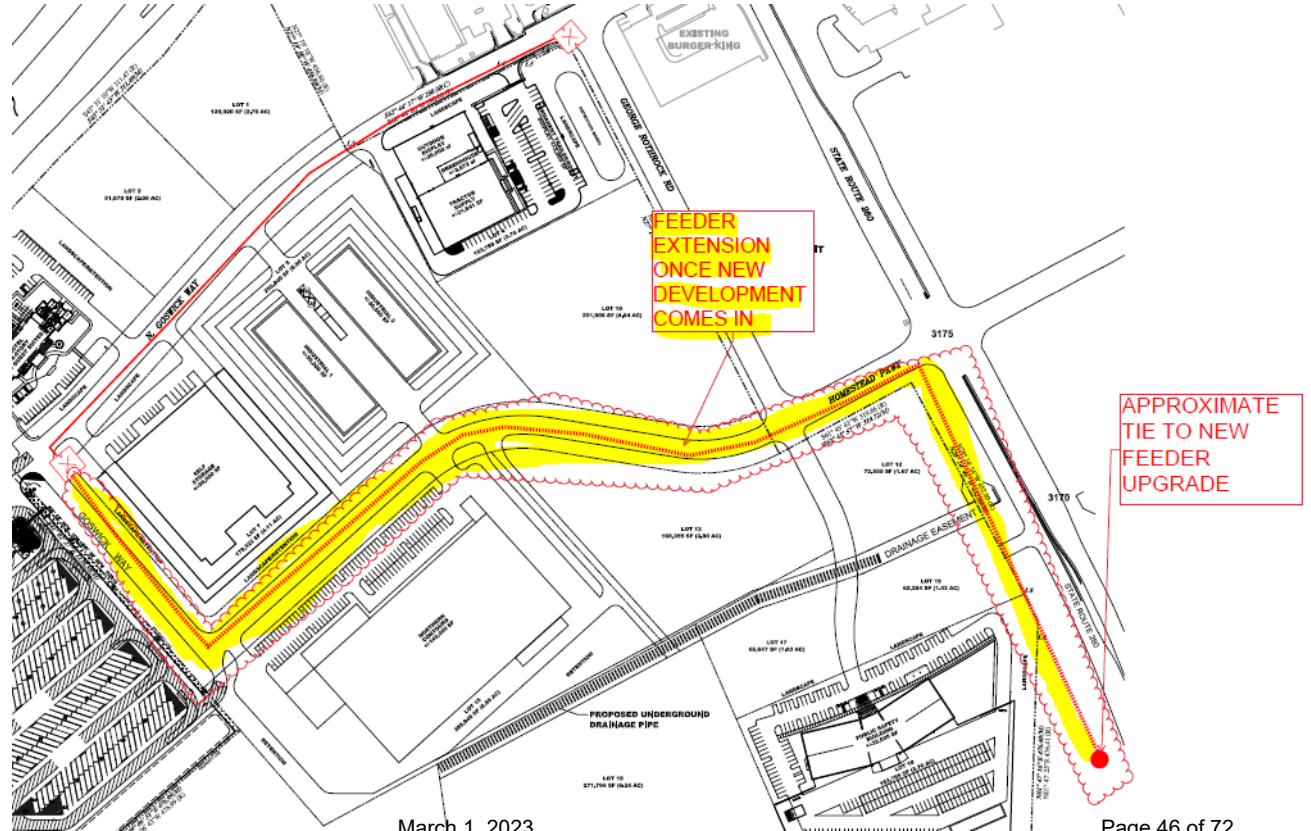


CU10 Reconductor

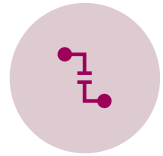
- Reconductor/Rebuild and Relocation 1.1mi
 - Increase capacity towards Industrial Park and I-17
 - More room for growth on feeder
- Spring 2023
- Risks: Start of line needs to be relocated to along State Route 260 to align with ADOT ROW and out of State Land.



Goswick



Temp Power Plan



Transfer load
between substations



Limited-service amps
provided to 3 grow
op customers



Fall 2022 After
Summer Loads



Actual VS. Forecasted
load for individual
customer and feeder.



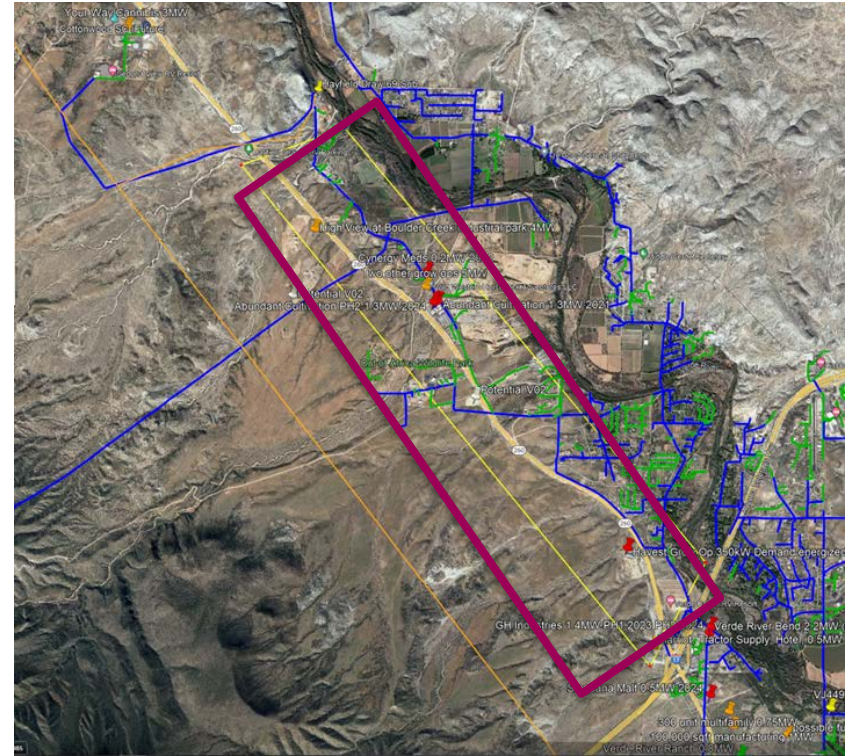
Planning Best
Practices



Customer In Service
date

CHR new sub, 2/3 XFMRS, 4 Feeders

- New substation, 2 XFMRS, 4 feeders
 - Almost doubles substation capacity in area
 - Cuts transmission outage exposure in half
 - Voltage support
 - Allows for new loads to connect
 - Pad for future transformer
- Fall 2024
- Risks: Land Acquisition (Settled), New UG permitting/ADOT, Line Rebuild permitting, Forest Service for 69kV line, Supply Chain



Area Challenges

Verde River Environmental concerns with crossings

Forest Land + State Land permit timeframe 18-24mo

69kV line is in forest service

Linear area more challenging than grid system



How Can You Help?



PROCLAMATION
DESIGNATING MARCH 29, 2023 AS
'NATIONAL VIETNAM WAR VETERANS DAY'

WHEREAS, the Vietnam War was fought in the Republic of South Vietnam from 1961 to 1975, and involved North Vietnamese regular forces and Viet Cong guerrilla forces in armed conflict with the United States Armed Forces and the Army of the Republic of Vietnam; and

WHEREAS, the United States Armed Forces became involved in Vietnam because the United States Government wanted to provide direct military support to the Government of South Vietnam to defend itself against the growing Communist threat from North Vietnam;

WHEREAS, members of the United States Armed Forces began serving in an advisory role to the Government of the Republic of South Vietnam in 1961;

WHEREAS, as a result of the Gulf of Tonkin incidents on August 2 and 4, 1963, Congress overwhelmingly passed the Gulf of Tonkin Resolution (Public Law 88-408), on August 7, 1964, which provided the authority to the President of the United States to prosecute the war against North Vietnam;

WHEREAS, in 1965, United States Armed Forces ground combat units arrived in Vietnam;

WHEREAS, by the end of 1965, there were 80,000 United States troops in Vietnam, and by 1969, a peak of approximately 543,000 troops was reached;

WHEREAS, more than 58,000 members of the United States Armed Forces lost their lives in Vietnam and more than 300,000 members of the Armed Forces were wounded;

WHEREAS, in 1982, the Vietnam Veterans Memorial was dedicated in the District of Columbia to commemorate those members of the United States Armed Forces who died or were declared missing-in-action in Vietnam;

WHEREAS, the Vietnam was an extremely divisive issue among the people of the United States and a conflict that caused a generation of veterans to wait too long for the United States public to acknowledge and honor the efforts and services of such veterans;

WHEREAS, members of the United States Armed Forces who served bravely and faithfully for the United States during the Vietnam War were often wrongly criticized for the policy decisions made by 4 presidential administrations in the United States;

WHEREAS, the establishment of a 'National Vietnam War Veterans Day' would be an appropriate way to honor those members of the United States Armed Forces who served in South Vietnam and throughout Southeast Asia during the Vietnam War; and

WHEREAS, March 29, 2023, would be an appropriate day to establish as 'National Vietnam War Veterans Day':

NOW THEREFORE, BE IT RESOLVED THAT, the Mayor and Common Council of the Town of Camp Verde resolve:

- 1) Honors and recognizes the contributions of veterans who served in the United States Armed Forces in Vietnam during war and during peace;
- 2) Encourages States and local governments to also establish 'National Vietnam War Veterans Day'; and
- 3) Encourages the people of the United States to observe 'National Vietnam War Veterans Day'; with appropriate ceremonies and activities that
 - a. Provide the appreciation Vietnam War veterans deserve, but did not receive upon return home from the war;
 - b. Demonstrate the resolve that never again shall the Nation disregard and denigrate a generation of veterans;
 - c. Promote awareness of the faithful service and contributions of such veterans during their military service as well as to the communities since returning home;
 - d. Promote awareness of the importance of entire communities empowering veterans and the families of veterans to readjust to civilian life after military service; and
 - e. Promote opportunities for such veterans to assist younger veterans returning from the wars in Iraq and Afghanistan in rehabilitation from wounds, both seen and unseen, and to support the reintegration of younger veterans into civilian life.

Passed and approved by a majority vote of the Common Council at the Regular Session of March 1, 2023.

Dee Jenkins, Mayor

Date

Attest:

Cindy Pemberton, Town Clerk



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: March 1, 2023

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

Requesting Department: Utilities Department

Staff Resource/Contact Person: Jeff Low

Agenda Title (be exact): Discussion, Consideration and Possible Approval of Contract No. 23-141-PSA-0-10143 for Professional Services for the Town of Camp Verde Aerial Mapping and Area Drainage Master Study to Wilson & Company in an Amount not to exceed \$275,000.

List Attached Documents: Town Contract No. 23-141-PSA-0-10143 and Wilson & Company Scope and Fee dated 2/16/2023

Estimated Presentation Time: 2 Minutes

Estimated Discussion Time: 2 minutes

Reviews Completed by:

- Department Head: Town Attorney Comments: N/A

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: Funding is reimbursable from the Yavapai County Flood Control District IGA.

Fiscal Impact: None

Budget Code: _____ **Amount Remaining:** _____

Comments:

Background Information:

Town Council approved an Intergovernmental Agreement with the Yavapai County Flood Control District on February 15, 2023. The County should approve the IGA on March 1, 2023. Town Staff contacted Wilson & Company utilizing the City of Prescott On-Call Services for Professional Drainage Engineering Services. A scope and fee were negotiated with Wilson & Company for the Town Area Drainage Master Study utilizing topography from a new aerial flight and 2-Dimensional floodplain model for the entire Town limits.

The new study will also include a 5-year storm water master plan and public outreach to help guide future FEMA floodplain studies for the Town.

Recommended Action (Motion): Move to approve Contract No. 23-141-PSA-0-10143 for Professional Services for the Town of Camp Verde Aerial Mapping and Area Drainage Master Study to Wilson Engineering in an amount not to exceed \$275,000.

Instructions to the Clerk:

Date: February 16, 2023

To: Jeff Low
Director of Utilities
Town of Camp Verde
928-554-0825 | jeff.low@campverde.az.gov

From: Brian Schalk, PE
Senior Project Manager
Wilson & Company, Inc., Engineers & Architects
410 N. 44th Street, Suite 460, Phoenix, AZ 85008
602-732-3817 | brian.schalk@wilsonco.com

Re: Town of Camp Verde Aerial Mapping and Area Drainage Master Study Proposal

Mr. Low:

Wilson & Company, Inc., Engineers & Architects (Wilson & Company) is pleased to provide you with the following project understanding, scope of work, fee, schedule and assumptions for the Town of Camp Verde Aerial Mapping and Area Drainage Master Study.

We look forward to working with you on this project. If you have any questions or require additional information, please feel free to contact me at your earliest convenience.

Sincerely,



Brian Schalk, PE
Senior Project Manager



Steve Salazar, PE
Vice President

1 Project Understanding

In order to best manage stormwater issues and needs, the Town of Camp Verde (Town) will conduct an Area Drainage Master Study (ADMS) to estimate and evaluate existing condition drainage patterning and flooding conditions for the 10-year and 100-year storms having both 6- and 24-hour durations. For the purpose of this ADMS, the study area is considered the Town limits.

Hydrologic and hydraulic (H&H) analyses of the Town (study area) will be conducted using FLO-2D, a 2-dimensional modeling H&H modeling software. Offsite flows contributing to and impacting the Town will be estimated and evaluated based on FLO-2D modeling, lump-parameter hydrologic modeling (e.g., HEC-HMS), previous studies, readily available gage records, and/or a combination of the aforementioned.

Aerial mapping will be conducted in support of the ADMS. Aerial mapping will include aerial imagery, LiDAR data, and various planimetrics.

The ADMS and aerial mapping will provide the Town with the following benefits:

- Orthorectified, high-resolution aerial imagery.
- Detailed topographic data.
- A GIS database of identified hydraulically significant drainage features and infrastructure located within the study area.
- Best available hydrologic and hydraulic data for public/stakeholder outreach, future planning efforts, design projects, and flood risk assessment. H&H data for modelled storms across the study area will include: extent of flooding; depth of flooding; flow magnitudes (discharges); and flow velocities.

An overview figure of the study area and contributing watershed is attached.

2 Project Scope of Work

2.1 Aerial Imagery, LiDAR Data, and Planimetrics

See attached proposal provided by Cooper Aerial Survey, Co.

2.2 Area Drainage Master Study

All work conducted for the Area Drainage Master Study (ADMS) will be fully documented in a Technical Support Data Notebook (TSDN). Deliverables will be provided in an electronic format, and will include modeling input files, modeling output files, and supporting model development data (topography, land-use, hydraulic structure locations, etc.). ADMS tasks are discussed below.

2.2.1 Data Collection

The Consultant will collect and evaluate readily available datasets to be used for the purpose of H&H modeling and the overall development and completion of the ADMS. Datasets will be appropriately compiled in electronic formats for use in future planning studies, FEMA flood studies, and design projects.

Datasets relevant to the ADMS include, but may not be limited to, the following:

- Previous planning and H&H studies, drainage reports, etc.
- Hydraulic structure as-built plans.

- Rain and stream gage data/records.
- Inventory of flooding and drainage problem areas, maintenance reports, and anecdotal evidence of historic flooding (flood reports, photographs, etc.).
- Electronic/digital topographic mapping/data (e.g. CAD or GIS files), such as contours, LiDAR, DTMs, and DEMs.
- Inventory of aerial photography.
- Land-use information.
- Soils data.
- Planimetric data in electronic/digital format, such as building/structure footprints, property wall alignments, roadway outlines, and parcel outlines.
- Location of significant drainage features, such as culverts, storm drains, channels, and basins.

The data collection effort and compiled datasets will be documented and included within the TSDN.

2.2.2 *Field Reconnaissance*

The intent of this field reconnaissance task is the collection of physical characteristics of significant hydraulic structures for the development of input files used for H&H analyses. Field reconnaissance data will be used to supplement the inventory of as-built plans. Field reconnaissance data to be collected (as-needed) includes type, location, shape, material, size, and condition of drainage features and infrastructure.

The Consultant will perform as-needed field reconnaissance, including photograph documentation and brief descriptions of noteworthy observations, of hydraulically significant or unique drainage features, which include, but may not be limited to, the following:

- Engineered channels and natural washes.
- Culverts 24 inches or greater in diameter.
- Storm drains 24 inches or greater in diameter.
- Unusual or unique culvert and/or storm drain inlets or outlets that will have to be modeled with a rating curve.
- Detention basins.
- Walls, berms or embankments.

Formal, survey-grade topographic data collection is not included within the scope of services. Field reconnaissance activities and collected data will be documented in the TSDN.

2.2.3 *H&H Analyses*

Offsite flows contributing to and impacting the Town will be estimated and evaluated based on approximate FLO-2D modeling, lump-parameter hydrologic modeling (e.g., HEC-HMS), previous studies, readily available gage records, and/or a combination of the aforementioned. Approximate FLO-2D modeling will be conducted for areas outside of Town limits, based on

readily available USGS and/or County-provided elevation data. The approach and assumptions used to estimate and evaluate offsite flows contributing to the Town will be approved by Town staff prior to commencing H&H analyses. H&H analyses of offsite contributing areas will be provided electronically and fully documented in the TSDN.

Detailed FLO-2D modeling will be conducted for the Town limits, where detailed topography is available (see Section 2.1). As determined appropriate and as-needed, FLO-2D modeling input files, output files, and supporting datasets will be provided in electronic format. FLO-2D model development will be fully documented in the TSDN.

FLO-2D modeling tasks are discussed below.

2.2.3.1 Topography Interpolation and Discretization

The Consultant will interpolate FLO-2D grid element elevations from readily available elevation data. Topography interpolation and discretization efforts required for FLO-2D model development will be documented in the TSDN.

For detailed FLO-2D modeling of the Town limits, detailed elevation data used for estimation of FLO-2D grid element elevations will be provided Cooper Aerial Survey, Co. See attached proposal provided by Cooper Aerial Survey, Co.

For approximate FLO-2D modeling of the areas contributing to the Town limits, supplemental topographic data – such as USGS and/or County topography - will be employed.

2.2.3.2 Grid Element Size Selection

The Consultant will perform a general evaluation of grid element sizes and recommend an appropriate size element for use in detailed H&H modeling for the Town limits and approximate H&H modeling of the area contributing to the Town limits (as necessary). The general evaluation will take into consideration issues associated with land-use, topography, and hydraulic accuracy, as well as model size and model integration. The Consultant will refer to previous studies, evaluate the ground surface, and evaluate applicability for modeling goals before making a grid element size recommendation. It is anticipated that a grid size of between 10'x10' and 20'x20' will be used in the Town limits with a coarser grid used (as necessary) within the contributing/surrounding areas. Detailed FLO-2D models will ultimately be developed using a Town-approved grid element size.

2.2.3.3 Modeling Computational Domains

The Consultant will evaluate and make recommendations for the need of subdividing the ADMS study area into multiple computational domains (sub-models). This will entail defining the external, overall model area as well as the internal, sub-model boundaries.

The Consultant will identify the full watershed area contributing runoff to the Town limits. The Consultant will determine an appropriate FLO-2D boundary based on a buffer outside of the full watershed contributing area. The Consultant will coordinate with the Town and make a recommendation for final overall external modeling boundaries

The Consultant will evaluate sub-model boundaries based on flow direction, total sub-model size (run time), and model integration strategy. The Consultant will evaluate a reasonable sub-model overlap to reduce hydrologic or hydraulic stability concerns. The Consultant will coordinate with the Town and make a recommendation on the internal sub-model boundaries. The Consultant will define outflow elements at the downstream limits of domains, these outflow elements will be used to develop the inflows for downstream grids as necessary.

2.2.3.4 Rainfall Frequency, Duration, and Distribution

The 10-, and 100-year storm events will be modeled using both the 6- and 24-hour durations. Based on preliminary modeling results, the Consultant will make recommendations on which storm return frequencies to analyze in final deliverables.

Rainfall (point precipitation values) will be obtained from NOAA Atlas 14. NOAA Atlas 14 rainfall distribution patterns will be evaluated, and a storm intensity will be selected based on preliminary modeling results. Selection and application of the final rainfall distributions shall be approved by the Town prior to commencing modeling

2.2.3.5 Rainfall Loss Methodology

The Green and Ampt rainfall loss method shall be utilized for the infiltration parameter inputs into FLO-2D. The Consultant will utilize available soil survey data and Town-approved infiltration values to establish the Green and Ampt parameters.

An initial limiting infiltration depth of three (3) inches will be used. The limiting infiltration depth will be adjusted as necessary.

2.2.3.6 Area Reduction Factors

The Consultant will use the obstruction/building information obtained from detailed aerial mapping efforts (Section 2.1) to assign the FLO-2D area reduction factor (ARF) in the ARF.DAT input file. The FLO-2D width reduction factor (WRF) will be set to zero. Adjustments to the ARF.DAT input file shall be documented.

2.2.3.7 Manning's n-Values

The Consultant will develop a land-use-based, spatially varied, coverage for Manning's n-values (n-values) based on Town guidance and engineering judgment. Refinement of Manning's n-values will be completed for model stability purposes, typically in ponded areas and areas of significantly high flow velocities.

2.2.3.8 Hydraulic Structures (Culverts)

Utilizing information and data provided, collected, and developed, the Consultant will develop, as-needed, hydraulic structure (culvert) modeling input data for identified significant culverts. Hydraulic structure modeling will be performed in accordance with Town-approved approach and methodology.

When applicable the FLO-2D generalized culvert routine will be used to model culverts greater than 18 inches in diameter. Typically, culverts with a diameter of 18 inches or smaller will be assumed to clog; and therefore, will not be defined in the model. However, based on preliminary model results, some 18-inch culverts may be modeled at the Consultant's discretion.

Rating tables will be calculated for complex culvert scenarios, such as: multi-barrel pipes; culvert systems that are located within multiple grid elements; and complex inlet configurations. Rating tables for complex culvert scenarios will be calculated using HY-8.

The Consultant will appropriately adjust FLO-2D grid element elevations to match the culvert inverts. FLO-2D grid elements downstream of hydraulic structure outlets may need to have elevation adjustments to allow for positive outfall from the structure

The detailed FLO-2D modeling of culverts will not include a clogging factor. It is assumed that all modeled culverts will be clear of debris and unclogged during the modeled storm events.

Culverts located outside the Town limits will be modeled only as-needed. Culvert modeling approach for those structures located outside the Town limits will be based on the Consultant's judgement, with approval by the Town.

2.2.3.9 Storm Drain Modeling

In general, storm drains and storm drain systems will be assumed to be hydrologically and hydraulically insignificant; and therefore, storm drains and storm drain systems will not be modeled or integrated with the FLO-2D surface water model. However, any identified hydrologically and hydraulically significant storm drains will be appropriately modeled using a Town-approved approach to convey flow between two locations.

2.2.3.10 Walls and Other Flow Obstructions

In general, property walls will not be modeled; however, the Consultant will incorporate hydraulically significant walls in FLO-2D models as levees. Wall opening will be modeled where appropriate when excessively high ponding depths are identified.

Flow obstructions such as berms and levees will be modeled based on FLO-2D grid element elevations, determined by interpolation and discretization of available topographic data.

2.2.3.11 Channels

FLO-2D grid element elevations (determined by interpolation and discretization of available topographic data) will be utilized to simulate engineered channels and natural washes/streams.

2.2.3.12 Floodplain Cross-Sections

The Consultant will develop the FPXSEC.DAT file for key locations within the Town limits. The Consultant will coordinate with the Town to determine cross-section locations necessary for specific areas of interest, flood hazard assessment, understanding of modeling results, and presentation of results.

2.2.3.13 Model Numerical Stability

Inappropriate Manning's n-value assignments and/or grid element elevation assignments may result in extreme numbers of time step decrements due to numerical instability within the FLO-2D model. This can result in unreasonably high velocities causing unreasonably high maximum discharges and long model run times. The Consultant may incorporate adjustments to Manning's n values and also assign spatially varied limiting Froude numbers to refine the model with respect to high velocities.

2.3 Five-Year Stormwater Management Master Plan and Outreach

Based on the information and data acquired and developed under the Aerial Mapping and ADMS tasks (Sections 2.1 and 2.2, respectively), a five-year Stormwater Management Master Plan (SMMP) will be developed. The SMMP will be used to identify, recommend, and rank potential stormwater management projects for high-priority areas of interest identified as part of the ADMS. Optimal phasing of potential stormwater management projects will be presented in the SMMP. General project locations, constraints, opportunities, and approximate/conceptual costs will be presented in the SMMP.

As-needed outreach efforts will be conducted to inform residents, stakeholders, business owners, and City staff and officials of the findings from the ADMS and recommendations outlined in the SMMP.

The SMMP will be provided under separate cover and reference the ADMS TSDN.

3 Project Fee for Professional Services

The lump sum fee for the professional services discussed above will be invoiced on a percent-complete basis. As shown in Table 1, the lump sum fee for professional services is \$275,000.

Table 1. ADMS Tasks and Associated Fees.

Task	Fee
Aerial Imagery, LiDAR, Planimetrics	\$120,000
Area Drainage Master Study	\$125,000
5-Year Stormwater Management Master Plan and Outreach	\$30,000
	\$275,000

4 Project Schedule

The Consultant will begin work within one (1) week of receiving Notice-to-Proceed. Final deliverables will be provided to the Town no later than June 30, 2023.

A detailed project schedule will be provided to the Town at the Kick-Off Meeting. Milestone dates will be determined as the project progresses.

5 Project Assumptions

- Project meetings will be held on an as-needed basis. Fee for meetings are assumed incidental to overall project fee.
- No FEMA flood hazard determination, evaluation, flood mitigation alternatives or submittal to FEMA is included in the scope of services.
- Engineering-judgement-based approximations will be used to appropriately use the best-available data in the H&H analyses.
- Final approach for H&H analyses will be commensurate with fee and approved by the Town.
- All deliverables will be provided in electronic format. In other words, no hardcopies of deliverables will be provided.

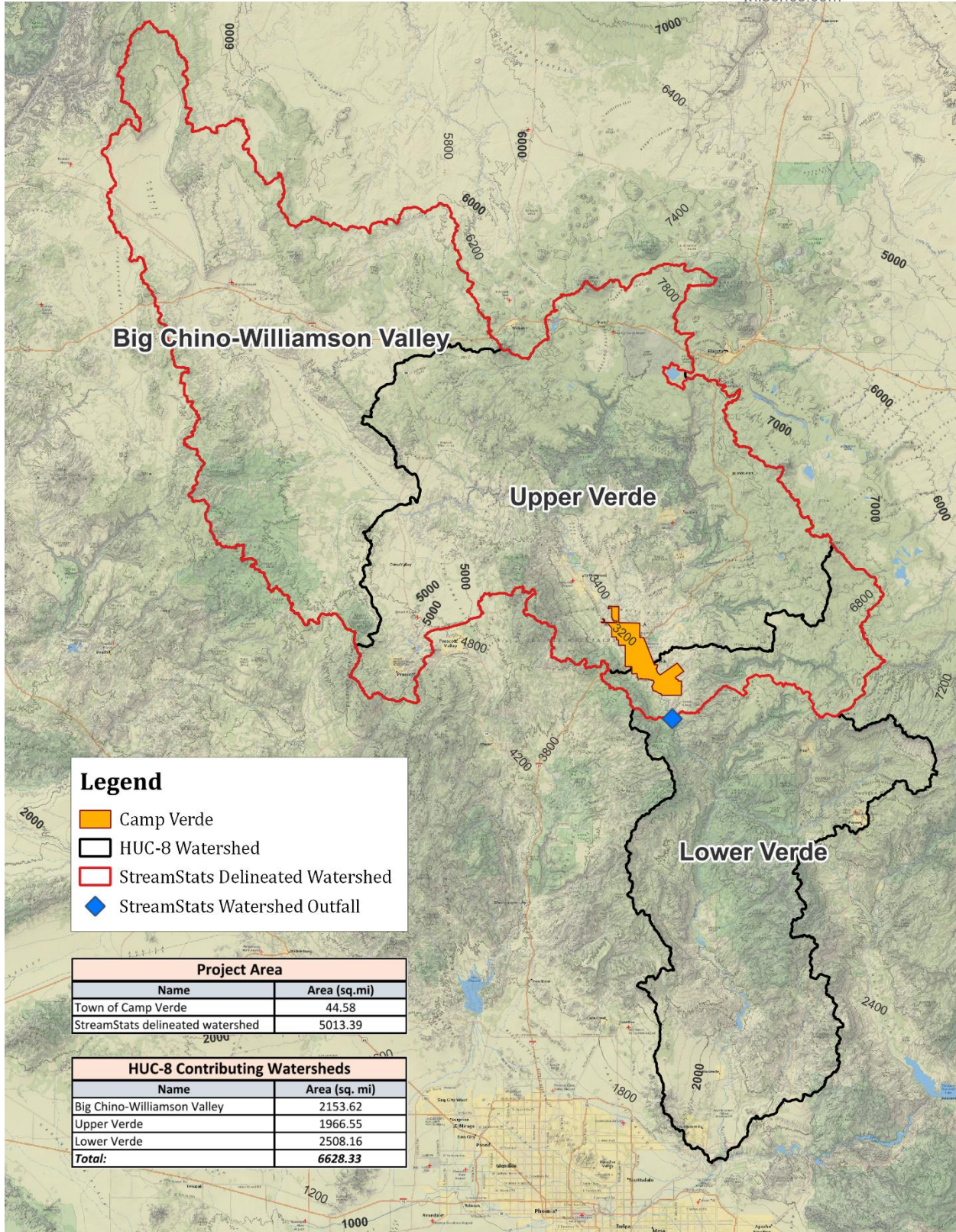


Figure 1. Overview of study area in relation to contributing area.



COOPER AERIAL SURVEYS CO.

PROJECT MANAGER
Emily Martin
602.678.5111 ext 215
emily@cooperaerial.com

Cost Proposal for Camp Verde

Brian Schalk
Wilson and Company -0000
410 N 44th St Ste 460
Phoenix, Arizona 85008
6027323817
brian.schalk@wilsonco.com

Proposal Date:
02/10/2023
Project Location:
Camp Verde, AZ
86322

Cooper Aerial Surveys Co. is pleased to provide its cost proposal for aerial mapping and related services. This proposal is valid for thirty days from issuance date. The following is a summary of services to be provided. Please sign below and return the approved proposal to your Cooper Aerial Project Manager as acceptance of scope of services, proposed cost, and agreement to payment terms (30 days from completion of the work and provision of deliverables.)

Project Scope

Survey Services	Cooper Aerial is responsible for 35 ground control locations. *Access shall be provided to the subject property prior to the commencement of work.
Flight Services	Acquire 5cm color photography for mapping and imagery
Mapping Services	1"=40' scale map with a 1 Ft CI collection of DTM, Contours & Plan * The mapping will be produced to National Map Accuracy Standards as published by the U.S.G.S.
Imagery Services	Orthorectified 5cm GSD file
LiDAR Services	Will acquire 30 PPSM LiDAR



Estimated Duration*

60 working days from the receipt of flight and verification of control

* Expediting must be addressed upon project authorization and additional charges may apply.

Deliverables for Camp Verde

2D and 3D AutoCAD file of the contours and plan, 3D AutoCAD file of the DTM, ASCII format files of the DTM, Civil 3d XML surface, Orthorectified Imagery, Raster DEM

Flight Notes

The Camp Verde project will be flown for 1' contours over the entire 44.6 sq mile study area. LiDAR and photography will be collected with the new Gemini LiDAR system and PhaseOne camera. LiDAR and imagery acquisition will be completed simultaneously, which will ultimately save time and cost.

Survey Notes

Our in-house survey team will set roughly 35 targets throughout the project area. All control will be tied to NGS monuments, control data will be used to ensure proper accuracy over the project area, and all survey data will be provided according to Arizona State Plane coordinate system or Arizona NAD 83 State Plane Intl Foot Central Zone.

Imagery Notes

Orthorectified imagery will be collected at a pixel resolution of 5 CM GSD. Orthorectified imagery is useful in the collection of planimetric features as well as QC purposes. Ortho will be produced for the entire 45 Sq Miles.

Mapping Notes

Camp Verde is requesting 1' contour mapping for the 44.6 Sq Mile portion of the study area. In the event that future planimetric mapping is needed, our team will be able to access the archived LiDAR and imagery. Planimetrics to include impervious surface (paved lots, roads, concrete), buildings, dirt roads, and drainage features. Contour data will be derived from LiDAR data and will include major breaklines and hydro flattening. All contour mapping will be delivered in tiled CAD files as well as ESRI ArcGrid Ascii files. for use in flow2d.

Mapping portion will begin immediately after notice to proceed. Topo and terrain mapping will begin after collection of lidar data. Topo and contours will be delivered within 40 days. Planimetrics will be collected after lidar and will be an additional 20 working days. Total project will be 60 working days after flight is complete.

Features to be collected will include the following:

paved road, unpaved road, paved parking, concrete, brick, paved driveway, airport runway, sports track, concrete ditch, golf cart path, bike path, public sidewalk, paved alley, unpaved alley, building, mobile home, foundation, non dtm concrete, storage container.

LiDAR Notes

Lidar will be collected at 30 points per square meter. Point cloud will be used to generate DTM surface.

Sincerely,



Emily Martin

CLIENT ACCEPTANCE

Printed Name:

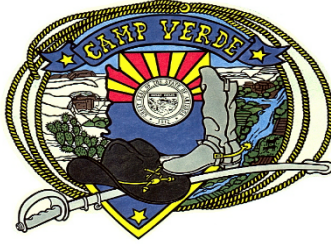
Title:

Signature:

Date:

TOTAL FEE: \$120,000.00

(plus taxes where applicable)



Town of Camp Verde

Consultant Agreement

For Professional Services

For

**The Town of Camp Verde Aerial Mapping and Area Drainage Master Study as outlined
in Wilson and Company's Proposal dated 2/16/2023**

Between the

Town of Camp Verde

Camp Verde, Arizona

And

Wilson & Company, Inc, Engineers & Architects

This INDEPENDENT CONSULTANT AGREEMENT ("Agreement") is by and between Wilson & Company, Inc, Engineers & Architects, with a business address of 410 North 44th Street, Suite 460 , Phoenix, Arizona, 85008, an Engineering and Architecture firm ("Consultant ") and the Town of Camp Verde, a municipal corporation ("Town") with a business address of 473 S. Main Street, Camp Verde, AZ 86322 and is awarded pursuant to **Project # 23-170**

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 shall be for the period commencing one week from date of receipt of Notice-to-proceed with the Town Council approval of this Agreement and shall continue no later than June 30, 2023 unless terminated sooner by the parties, pursuant to Section IV below.

Section II. Compensation

Consultant shall provide **Engineering and** The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed.

The rates Consultant will be paid as consideration for performance of consulting services monthly through a percentage complete basis. CONSULTANT shall be paid \$275,000.00 in professional fees and costs. No further payment will be made for routine facsimile, telephone, postage, copy, or travel costs. Extraordinary costs shall be submitted for prior approval and reimbursement to CONSULTANT through Jeff Low if any contract amendments or change orders are requested from the Town. If approval of such work is granted, the TOWN will compensate CONSULTANT at agreed upon amended cost proposed for each change order.

Section III. Billing

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as outlined in Exhibit "A;" The Town shall pay Consultant, monthly, based upon work performed, 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 S. Main Street
Camp Verde, AZ 86322

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 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 Contractor/Consultant's sole expense and to provide a Certificate of Liability Insurance and Endorsements evidencing insurance coverages 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:

1. A description of operations(Example: For Project#: XYZ123)
2. 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:

1. non-Owned
2. Leased
3. 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.

5. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
6. 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.
7. 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).
8. 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.

9. 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.
10. 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.
11. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.
12. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

Section X. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by B&N under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. B&N makes no warranties, express or implied, under this Agreement or otherwise, in connection with B&N's services. Subject to the foregoing standard of care, B&N and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards

Section XI. Indemnity

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Consultant agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the Town of Camp Verde. The obligations under this Section 10 shall survive termination of this Agreement.

Section XII. 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 Subconsultants ("SubConsultants") 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 Subconsultant's employee who works on this Agreement to ensure that the Consultant or any SubConsultant 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 SubConsultants 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 SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or SubConsultant 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 XIII: 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 February 16, 2023

APPROVED AS TO FORM:

Town of Camp Verde:

Town Attorney/Date

By: _____
Mayor/Date

Consultant:

By: _____

Date: _____

ATTEST:

The Mayor and Council approved this Agreement for execution at the regular session of February 15, 2023.

Town Clerk

The Agreement was reviewed and delivered, as signed by the Town, to the Consultant on by Heather Vinson.