



Town of Camp Verde Vision Statement

"Camp Verde is welcoming, a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life."

**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 6, 2025 at 6:00 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/89113562477?pwd=e6neeVqz6Ja6quFodjgBETnedoMYIP.1>

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

Meeting ID: 891 1356 2477

Passcode: 391400

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 Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.
- 3. Pledge of Allegiance**
- 4. Consent Agenda** – All those items listed below may be approved by one motion as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) Approval of the Minutes:**
 - 1) Executive Session – June 5, 2025 at 1:00 p.m.
 - 2) Executive Session – June 18, 2025 at 5:00 p.m.
 - 3) Special Session – July 2, 2025 at 5:00 p.m. Pg. 5
 - 4) Regular Session – July 2, 2025 at 6:00 p.m. Pg. 7
 - 5) Special Session – July 9, 2025 at 5:00 p.m. Pg. 15
 - 6) Special Session (Public Portion) – July 23, 2025 at 5:00 p.m. Pg. 21
 - b) Set Next Meeting, Date and Time:**
 - 1) Special Session – August 13, 2025 at 6:00 p.m.
 - 2) Regular Session – September 3, 2025 at 6:00 p.m.
 - c) Consideration and possible approval of the Professional Services Agreement with Matrix Design Group, Inc. for the Town's Facilities Master Plan, not to exceed \$150,000.** Staff Resource: Town Manager Miranda Fisher. Pg. 23
 - d) Consideration and possible approval of RFP 25-213 for the Town's Development Impact Fee study.** Staff Resource: Town Manager Miranda Fisher. Pg. 81

- e) **Consideration and possible approval of Resolution 2025-1187, appointing Ron Ramsey, Lynn Riordan, and Mike Shaw as Assistant Magistrates for the Camp Verde Municipal Court for a two-year term.** Staff Resource: Court Administrator Veronica Pineda. Pg. 115
- f) **Consideration and possible approval of the purchase and implementation of the Verde Lakes Repeater CIP project in the amount of \$65,418.62.** Staff Resource: Administrative Commander Darby Martin. Pg. 117
- g) **Consideration and possible approval of the Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services between Yavapai County and the Town of Camp Verde.** Staff Resource: Town Manager Miranda Fisher. Pg. 123
- h) **Consideration, possible approval, and authorization for the Mayor to sign the National Opioid Direct Settlement for Purdue - CL-1731659.** Staff Resource: Town Manager Miranda Fisher. Pg. 135
- i) **Consideration, possible approval, and authorization for the Mayor to sign the National Opioid Settlement for Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus - RefNum CL-1761479.** Staff Resource: Town Manager Miranda Fisher. Pg. 145

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

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

7. Special Announcements and Presentations. All presentations are limited to 15-minutes.

- **Oath of Office a newly hired employees.** Staff Resource: Town Clerk Leah

- **Planning and Zoning Commission Quarterly Update.** Resource: Chair Bill Tippet. Pg. 153
 - **Wastewater Master Plan Final Report Presentation.** Staff Resource: Utilities Director Jeff Low. Pg. 157
 - **Presentation on the Status of the Sports Complex Phase 1 Improvement Projects.** Staff Resource: CIP Manager Martin Smith. Pg. 343
 - **Proclamation declaring the month of August 2025 as National Emergency Management Awareness Month.** Staff Resource: Public Works Director Ken Krebbs. Pg. 367
 - **Presentation of General Plan Draft Elements: Circulation and Transportation.** Staff Resource: Town Manager Miranda Fisher. Pg. 369
 - **Status update on agenda items discussed by Town Council in Q2 2025.** Staff Resource: Town Manager Miranda Fisher. Pg. 383
8. **Discussion, consideration, and possible ratification of Change Order 1 requested by Traffic Safety Inc. for the FY25 Street Striping Project, in the amount of \$14,484.59.** Staff Resource: CIP Manager Martin Smith. P. 391
9. **Public Hearing: Public Hearing: Discussion, consideration and possible approval of a recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Series 12, Restaurant Liquor License for Bullpen Grill and Watering Hole, located at 564 S. Main Street, #100, Camp Verde, Arizona, 86322.** Staff Resource: Town Clerk Leah Rhodes. Pg. 401

Staff Comments

Applicant Comments

Open Public Hearing

Close Public Hearing

Council Discussion

10. **Public Hearing: Discussion, consideration, and possible approval of Resolution 2025-1189 of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for Final Plat FLP-25-0024, submitted by Craig Baker, on behalf of the owner Boulder Creek Camp Verde, LLC., for the purpose of developing a 167-lot subdivision, in the High View at Boulder Creek Planned Area Development. The proposed project is generally located off Aultman Parkway and Boulder Creek Road on APN 403-15-010E.** Staff Resource: Acting Senior Planner Cory Mulcaire. Pg. 427

Staff Comments

Applicant Comments

Open Public Hearing

**Close Public Hearing
Council Discussion**

- 11. Discussion of 2025 League Resolutions with the purpose of providing direction to the Mayor on which resolutions the Town of Camp Verde supports.** Staff Resource: Town Manager Miranda Fisher. Pg. 1001

12. Adjournment

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

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

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on July 31, 2025 at 5:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Leah Rhodes

Leah Rhodes, Town Clerk



DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 2, 2025 at 5:00 P.M.

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

1. Call to Order

Mayor Moore called the meeting to order at 5:00p.m.

2. Roll Call.

Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier (via Zoom), and Mayor Marie Moore.

Also Present

Town Manager Miranda Fisher, Town Attorney Trish Stuhan and Town Clerk Leah Rhodes.

3. Pledge of Allegiance

Councilor Murdock led the Pledge.

4. Agenda Item 4 Public Hearing: Discussion, consideration and possible approval of the Town of Camp Verde FY26 Final Budget. Staff Resource: Finance Director Michael Showers and Town Manager Miranda Fisher.

Staff Presentation Finance Director Showers provided to the Council a summary on the FY26 Final Budget. Finance Director Showers stated the only change from the approved Tentative Budget is the addition of a new page, inserted as page 46, Division / Fund Relationships. It should be noted that Actual FTE counts on Division Budget pages and division statistics on the Division Narrative pages will be updated with FY26 complete numbers once they are available and included in the budget document that will be posted on the website under the Finance section.

Open Public Hearing: Mayor Moore opened the public hearing at 5:16 p.m.

Close Public Hearing: Mayor Moore Closed the public hearing at 5:16 p.m.

Town Manager Fisher and Finance Director Showers answered questions from the Council.

On a **motion** made by Councilor Murdock, seconded by Vice Mayor Escoffier, the Council **moved to approve** the Town of Camp Verde FY26 Final Budget as presented.

Roll Call Vote:

Councilor Bolton: aye

Councilor Seybold: aye

Councilor Foreman: aye

Councilor Murdock: aye

Councilor Godwin: aye

Vice Mayor Escoffier: aye

Mayor Moore: aye

Motion Carried 7-0.

5. Adjournment

Mayor Moore adjourned the meeting at 5:19 p.m.

Mayor Marie Moore

Attest: Town Clerk Leah Rhodes

CERTIFICATION

I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the discussions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on July 2, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____ 2025



DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 2, 2025 at 6:00 P.M.

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

1. Call to Order

Mayor Moore called the meeting to order at 6:00p.m.

Mayor Moore requested a moment of silence in honor of Elaine Bremner, Executive Director of the Verde Valley Senior Center, who recently passed away.

2. Roll Call.

Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier (via Zoom), and Mayor Marie Moore.

Also Present

Town Manager Miranda Fisher, Town Attorney Trish Stuhan, and Town Clerk Leah Rhodes.

3. Pledge of Allegiance

Councilor Bolton led the Pledge.

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

a) Approval of the Minutes:

- 1) Special Session – June 11, 2025 at 5:00 p.m.
- 2) Special Session (Public Portion) – June 18, 2025 at 5:00 p.m.
- 3) Regular Session – June 18, 2025 at 6:00 p.m.

b) Set Next Meeting, Date and Time:

- 1) Work Session – July 9, 2025 at 5:00 p.m.
- 2) Regular Session – July 16, 2025 at 6:00 p.m.
- 3) Special Session – July 23, 2025 at 5:00 p.m.
- 4) Work Session – July 30, 2025 at 5:00 p.m.

c) **Consideration and possible adoption of the revised and amended Personnel Manual.** Staff Resource: HR Director Julia Kaiser.

d) **Consideration and possible adoption of the revised and amended Permanent Salary Range Table.** Staff Resource: HR Director Julia Kaiser.

On a **motion** made by Councilor Godwin, seconded by Councilor Seybold, the Council **moved to approve** the consent agenda with the changes that 4.b.1 is a Special Session and 4.b.2 July 16,2025 is canceled.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried 7-0.

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

Public Comment:

Charlotte Salsman spoke in regards to the Community Outreach Funds.

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

The Mayor, Council and Town Manager reported on current events.

7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.

- **Administration of Oath of Office of Newly Hired Town Employees.** Staff Resource: Town Clerk Leah Rhodes.

Town Clerk Leah Rhodes swore in new Town Staff.

- **Proclamation in Memory of the Granite Mountain Hotshots.** Staff Resource: Town Manager Miranda Fisher.

Mayor Moore proclaimed June 30, 2025, as a day of remembrance in honor of the Granite Mountain Hotshots.

8. **Discussion, consideration, and possible approval of a reimbursement request submitted under the Planning Fee Refund, Waiver, and Reduction Policy for Permit #20230388 in the amount of \$4,000.00 for Rob and Sigrid Eberwein, property located at 111 S. River Cave Road.** Staff Resource: Town Manager / Interim Community Development Director Miranda Fisher.

Town Manager Fisher stated on May 21, 2025, the Town Council adopted Resolution 2025-1183, establishing the Planning Fee Refund, Waiver, and Reduction Policy. This policy allows applicants, contractors, developers, or landowners to request a refund, waiver, or reduction of fees listed in the Town of Camp Verde's adopted Fee Schedule related to planning, zoning, and development services. Town Manager Fisher stated that applicant, John Bassous, is seeking a refund under the criteria that the "Fees were assessed in connection with a permit issued before the official effective date of the adopted capacity or impact fee schedule". Manager Fisher explained that Town staff advocate for denying the request; however, if Town Council wants to consider a refund, request that it only be a partial refund.

Applicant Comment:

John Bassous spoke on his concerns with the refund regarding the property.

Councilor Foreman recommended the Council should consider a partial refund to the applicant.

Public Comment:

Charlotte Salsman spoke in regards to the capacity fees and agrees the applicant should receive a small refund.

Town Manager Fisher, Town Attorney Stuhan and Utilities Director Low responded to questions from the Council.

On a **motion** by Councilor Foreman, Seconded by Councilor Seybold, the Council **moved to approve** a partial refund to Mr. Bassous on behalf of his client, Rob and Sigrid Eberwein, in the amount of \$2,000.

Roll Call Vote:

Councilor Bolton: aye

Councilor Seybold: aye

Councilor Foreman: aye

Councilor Murdock: aye

Councilor Godwin: nay

Vice Mayor Escoffier: nay

Mayor Moore: aye

Motion Carried 5-2.

9. **Discussion, consideration, and possible approval of a reimbursement request submitted under the Planning Fee Refund, Waiver, and Reduction Policy for Permit #20240291M in the amount of \$23,958.00 for Laura Kessler, property located at 1424 W Davidson.** Staff Resource: Town Manager / Interim Community Development Director Miranda Fisher.

Town Manager Fisher stated on May 21, 2025, the Town Council adopted Resolution 2025-1183, establishing the Planning Fee Refund, Waiver, and Reduction Policy. This policy allows applicants, contractors, developers, or landowners to request a refund, waiver, or reduction of fees listed in the Town of Camp Verde's adopted Fee Schedule related to planning, zoning, and development services. Town Manager Fisher stated that applicant, John Bassous, is seeking a refund under the criteria that the "Fees were assessed in connection with a permit issued before the official effective date of the adopted capacity or impact fee schedule". Manager Fisher explained that Town staff advocate for denying the request; however, if Town Council wants to consider a refund, request that it only be a partial refund.

Applicant Comment:

John Bassous spoke in regards to receive a refund prior to the Capacity Fees.

Town Manager Fisher stated it is important to note that this property is a laundry facility which creates a higher impact on the Town's system and a higher water usage.

Councilor Foreman recommended a partial refund to the applicant.

Vice Mayor Escoffier asked Town Manager Fisher if the property is located in the opportunity zone. Town Manager Fisher confirmed it is.

Public Comment:

Laura Kessler spoke in regards to the refund related to the property.

Town Manager Fisher and Utilities Director Low responded to questions from the Council.

On a **motion** by Councilor Foreman, Seconded by Councilor Murdock, the Council **moved to approve** a partial refund to Mr. Bassous on behalf of his client, Laura Kessler, in the amount of \$11,979.00.

Roll Call Vote:

Councilor Bolton: nay
Councilor Seybold: nay
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: nay
Vice Mayor Escoffier: nay
Mayor Moore: aye

Motion Failed 4-3.

On a **motion** by Councilor Murdock, Seconded by Councilor Foreman, the Council **moved to approve** a partial refund to Mr. Bassous on behalf of his client, Laura Kessler, in the amount of \$5,989.50.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Failed 7-0.

10. **Discussion, consideration, and possible approval of a reimbursement request submitted under the Planning Fee Refund, Waiver, and Reduction Policy for Permit #20230573 in the amount of \$16,000.00 for Teresa Proper, property located at 100 Montezuma Castle Highway.** Staff Resource: Town Manager / Interim Community Development Director Miranda Fisher.

Councilor Foreman recused himself from this item.

Town Manager Fisher stated on May 21, 2025, the Town Council adopted Resolution 2025-1183, establishing the Planning Fee Refund, Waiver, and Reduction Policy. This policy allows applicants, contractors, developers, or landowners to request a refund, waiver, or reduction of fees listed in the Town of Camp Verde's adopted Fee Schedule related to planning, zoning, and development services. Town Manager Fisher stated that applicant, John Bassous, is seeking a refund under the criteria that the "Fees were assessed in connection with a permit issued before the official effective date of the adopted capacity or impact fee schedule". Manager Fisher explained that Town staff advocate for denying the request; however, if Town Council wants to consider a refund, request that it only be a partial refund.

Applicant Comment:

John Bassous spoke in regards to the property and requested a refund to the client.

Town Manager Fisher and Utilities Director Low responded to questions from the Council.

Mr. Bassous stated for the record the client was on their own well.

Public Comment:

Teresa Proper explained to the Council the issues with insurance companies regarding the property burning down and provided history on the property.

On a **motion** by Councilor Murdock, Seconded by Mayor Moore, the Council **moved to approve** a partial refund to Mr. Bassous on behalf of his client, Teresa Proper, in the amount of \$8,000.

Roll Call Vote:

Councilor Bolton: aye

Councilor Seybold: aye

Councilor Foreman: recused

Councilor Murdock: aye

Councilor Godwin: aye

Vice Mayor Escoffier: aye

Mayor Moore: aye

Motion Carried 6-0.

Mayor Moore called for a 10-minute break at 7:50 p.m.

Mayor Moore resumed the meeting at 8:00 p.m.

Vice Mayor Escoffier left the meeting at 8:00 p.m.

- 11. Discussion, consideration and possible approval to authorize staff to enter into a contract with Sustainability Partners to construct an extension to the Town's wastewater system in and around the Black Bridge area.** Staff Resource: Utilities Director Jeff Low, and Finance Director Michael Showers.

Finance Director Showers stated a contract with Sustainability Partners (SP) offers the Town an opportunity to get an important Capital Improvement project completed without having to focus on procurement, financing, asset management and the financial risk that comes with the ownership. The Town pays a monthly Usage Fee over the life of the asset. The Town will not make any payments to SP until the entire project is complete and ready for use.

Director Showers explained to the Council the payments for this funding structure are in the budget and the advantages of a long-term partnership. Director Showers stated the monthly payment fee will be \$11,650.00.

Andrew Myers with Sustainability Partners spoke on the project with the Town of Camp Verde.

Town Manager Fisher, Town Attorney Stuhan, Utilities Director Low and Finance Director Showers responded to questions from the Council.

On a **motion** made by Councilor Murdock, Seconded by Councilor Bolton, the Council **moved to approve** the Town Manager to sign the Master Utilities Services Agreement with necessary legal addendums.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: abstain
Vice Mayor Escoffier: absent
Mayor Moore: aye

Motion Carried 5-0.

12. **Discussion, consideration and possible approval of Resolution 2025-1186, approving and authorizing the execution and delivery of a financial assistance agreement with the Water Infrastructure Finance Authority of Arizona for the arsenic treatment and electrical infrastructure updates at the Mongini Well site.** Staff Resource: Utilities Director Jeff Low and Finance Director Michael Showers.

Finance Director Showers stated Council approved staff's application to the Water Infrastructure Financing Authority (WIFA) under the Authority's Drinking Water Supply Development Revolving Fund on October 2, 2024. That application has been approved by WIFA and is ready for final contract approval before the WIFA Board at an upcoming meeting. This resolution must be accepted by the Town Council for that program item to move forward, approving the funding of the \$3.6M Arsenic Treatment project with \$2.0M grant funds and up to \$1.6M of loan funds from WIFA.

On a **motion** by Council Godwin, Seconded by Councilor Foreman, the Council **moved to approve** Resolution 2025-1186.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: absent
Mayor Moore: aye

Motion Carried 6-0.

13. **Adjournment**

Mayor Moore adjourned the meeting at 9:02 p.m.

Mayor Marie Moore

Attest: Leah Rhodes, Town Clerk

CERTIFICATION

I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on July 2, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2025.

Leah Rhodes, Town Clerk

DRAFT



DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 9, 2025 at 5:00 P.M.

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

1. Call to Order

Mayor Moore called the meeting to order at 5:00p.m.

2. Roll Call.

Councilor Brian Bolton, Councilor Robert Foreman (arrived at 5:14p.m.), Councilor Robin Godwin, Councilor Jessie Murdock (absent), Councilor Patrica Seybold, Vice Mayor Wendy Escoffier and Mayor Marie Moore.

Also Present:

Town Manager Miranda Fisher, Town Attorney Trish Stuhan and Town Clerk Leah Rhodes.

3. Pledge of Allegiance

Councilor Godwin led the Pledge.

4. Consent Agenda – All those items listed below may be approved by one motion 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) Set Next Meeting, Date and Time:

- 1) Special Session – July 23, 2025 at 5:00 p.m.
- 2) Work Session – July 30, 2025 at 5:00 p.m.
- 3) Regular Session – August 6, 2025 at 6:00 p.m.

b) Consideration and possible awarding of the Financial Auditing Services contract to CliftonLarsonAllen LLP. Staff Resource: Finance Director Michael Showers.

On a **motion** by Councilor Godwin, Seconded by Councilor Seybold, the Council **moved to approve** the consent agenda.

Roll Call Vote:

Councilor Bolton: aye

Councilor Seybold: aye
Councilor Foreman: absent
Councilor Murdock: absent
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried 5-0.

5. Discussion, consideration, and possible award of Bid No. 25-210, Dickison Circle Drainage Improvements Project, to Mulcaire & Son Contracting, LLC in the amount of \$291,059.80. Staff Resource: CIP Manager Martin Smith.

Public Works Director Ken Krebbs stated the Arizona Department of Transportation (ADOT) installed a box culvert under Highway 260 to manage stormwater drainage from west to east. Arizona Department of Transportation will be removing the existing gabion baskets and installing concrete inlet/outlet structures on either side of the box culvert below Highway 260. The Town will then install 96" culvert to receive the storm water as it exits the outlet structure and pipe it underground to the existing Grief Hill wash immediately north of Dickison Circle.

Public Works Director Krebbs stated this erosion repair project, located at Dickison Circle, is being funded by an Arizona Commerce Grant, with all associated costs managed through the Town's Wastewater Department budget.

Town Manager Fisher and Public Works Director Ken Krebbs responded to questions from the Council.

On a **motion** by Councilor Godwin, Seconded by Councilor Bolton, the Council **moved to award** Bid No. 25-210, Dickison Circle Drainage Improvements Project, to Mulcaire & Son Contracting, LLC in the amount of \$291,059.80.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: absent
Councilor Murdock: absent
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried 5-0.

6. Presentation and discussion regarding the future of housing in Camp Verde and housing initiatives throughout the Verde Valley. Staff Resource: Special Initiatives Manager Cliff Bryson.

Special Initiatives Manager Cliff Bryson presented to the Council an outline of the differences between affordable and attainable housing, provided an overview of

housing initiatives currently underway in the Verde Valley, and highlighted residential development, both planned and under construction, in Camp Verde over the next few years. Special Initiatives Manager Bryson also reviewed the Community Development GIS dashboard that is now available for public view.

Councilor Foreman arrived at 5:14 p.m.

Public Comment:

Sheri Benson and Edwin Hazel from Yavapai-Apache Nation spoke on funding for low income homes for the tribal members to live in and some of their upcoming development.

Mary Chicoine from the Verde Valley Community Development Organization spoke to the work they're doing to advance housing initiatives and reviewed the features and resources on their website.

Town Manager Fisher and Special Initiatives Manager Bryson responded to questions from the Council.

Mayor Moore requested a break at 5:58 p.m.

Mayor Moore reconvened the meeting at 6:06 p.m.

7. **Presentation and discussion regarding the General Plan Elements: Economic Development, Housing, and Cost of Development.** Staff Resource: Town Manager Miranda Fisher and Special Initiatives Manager Cliff Bryson.

Town Manager Miranda Fisher stated the Technical Advisory Committee for the General Plan has officially transitioned to drafting the element chapters. These chapters represent the core policy areas required by Arizona Revised Statutes, along with supplemental elements that reflect the Town's vision, values, and community priorities. As drafts are finalized, Town staff will make them publicly available and present them to the Council and various commissions for initial review and input.

Town Manager Fisher stated we encourage Council to share these chapters with friends, family, and members of the community to help broaden public input.

Town Manager Miranda Fisher and Economic Development Director Molly Davies responded to questions from the Council.

8. **Discussion, consideration and possible approval of a full-time Administrative Assistant for Community Development.** Staff Resource: Town Manager / Interim Community Development Miranda Fisher.

Town Manager Miranda Fisher stated on April 2, 2025, Town Council approved the temporary hiring of an Administrative Assistant to test the theory that the Community Development Department needs administrative support more than a second Code Enforcement Officer. An Administrative Assistant was hired on May 27, 2025, and over

the past six weeks has been instrumental in improving operations across the department.

Town Manager Fisher stated Administrative Assistant Amanda Honwytewa has helped streamline code enforcement processes, allowing Code Enforcement Officer Jessica Bolton to spend more time in the field, while Honwytewa manages recordkeeping in GovWell and organizes civil hearings.

Town Manager Fisher is seeking approval from the Council to hire a full-time permanent Administrative Assistant.

On a **motion** by Councilor Godwin, Seconded by Councilor Foreman, the Council moved to approve hiring a full-time, permanent Administrative Assistant for Community Development.

Roll Call Vote:

Councilor Bolton: aye

Councilor Seybold: aye

Councilor Foreman: aye

Councilor Murdock: absent

Councilor Godwin: aye

Vice Mayor Escoffier: aye

Mayor Moore: aye

Motion Carried 6-0.

9. Discussion and consideration of amending the established hours for Town public facilities. Staff Resource: Town Manager Miranda Fisher.

Town Manager Miranda Fisher stated on December 4, 2024, Council adopted Resolution 2024-1154, which established the official hours of operation for Town facilities in calendar year 2025. During that meeting, Town Manager Fisher noted her interest in revisiting office hours in the future.

Town Manager Fisher stated Town staff recommends transitioning to a Monday through Thursday, 7:00 a.m. to 6:00 p.m. operating schedule, effective August 4, 2025, for the following divisions:

- Administrative Offices
- Community Development
- Municipal Court
- Parks & Recreation
- Public Works

Town Manager Fisher and Court Administrator Veronica Pineda responded to questions from the Council.

On a **motion** by Vice Mayor Escoffier, Seconded by Councilor Godwin, the Council moved to approve Resolution 2025-1188, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the established hours of operation, superseding Resolution 2024-1154, effective date of August 4, 2025.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: nay
Councilor Murdock: absent
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried 5-1.

Mayor Moore read Items 10, 11 and 12.

A **motion** was made to go into Executive Session for agenda items 10, 11 and 12 at 6:58 p.m. by Vice Mayor Escoffier and was seconded by Councilor Godwin.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: nay
Councilor Murdock: absent
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried 6-0.

10. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and to consider its position in pending litigation. The purpose of the executive session is for the Town Attorney to update Council regarding the status of pending notices of claims and litigation matters commenced against the Town. Staff Resource: Town Manager Miranda Fisher.**
11. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and to consider its position in contract negotiations with the Camp Verde Arena Association. Staff Resource: Town Manager Miranda Fisher.**
12. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding zoning verifications and development processes. Staff Resource: Town Manager Miranda Fisher.**

The Council reconvened the Special Session at 7:56 pm.

Mayor Moore stated that no action was given on Items 10, 11, and 12.

13. Adjournment

Mayor Moore adjourned the meeting at 7:57 p.m.

Mayor Marie Moore

Attest: Leah Rhodes, Town Clerk

CERTIFICATION

I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on July 9, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2025.

Leah Rhodes, Town Clerk



DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION (PUBLIC PORTION)
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 23, 2025 at 5:00 P.M.

1. Call to Order

Mayor Moore called the meeting to order at 5:00 p.m.

2. Roll Call.

Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

Also Present

Town Manager Miranda Fisher (Zoom), Town Attorney Trish Stuhan, Water Attorney Steve Wene, Utilities Director Jeff Low and Acting Deputy Town Clerk Jadie Edwards.

3. Pledge of Allegiance

Councilor Godwin led the Pledge.

Mayor Moore read Agenda Items 4 and 5.

A **motion** was made to go into Executive Session for Items 4 and 5 at 5:03 p.m. by Vice Mayor Escoffier and was seconded by Councilor Murdock.

Roll Call Vote:

Mayor Moore: aye
Councilor Bolton: aye
Vice Mayor Escoffier: aye
Councilor Foreman: aye
Councilor Godwin: aye
Councilor: Murdock: aye
Councilor Seybold: aye

Motion Carried 7-0.

4. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with Special Water Counsel Steve Wene of Moyes, Sellers & Hendricks

regarding the firm's contract with the Town for water law services. Staff Resource: Town Manager Miranda Fisher.

5. **An executive session pursuant to A.R.S. § 38-431.03(A)(3), (A)(4) and (A)(6) for discussion or consultation for legal advice, consideration of litigation, and consultation regarding negotiations with members of a tribal council of an Indian reservation located within or adjacent to the Town. The purpose of the executive session is discussion with Special Water Counsel Steve Wene of Moyes, Sellers & Hendricks related to (1) the Town's water portfolio; (2) designation of an adequate water supply; and (3) consideration of water settlement agreements and tribal negotiations with the Yavapai Apache Nation.** Staff Resource: Town Manager Miranda Fisher.

The Council reconvened the Special Session at 6:46 p.m.

Mayor Moore stated direction was given to Town Manager Miranda Fisher on Agenda Item 4 and 5.

6. **Adjournment**

Mayor Moore adjourned the meeting at 6:46 p.m.

Mayor Marie Moore

Attest: Jadie Edwards, Acting Deputy Town Clerk

CERTIFICATION

I, Acting Deputy Town Clerk Jadie Edwards, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on July 23, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2025.

Jadie Edwards, Acting Deputy Town Clerk



Town Council

Agenda Information Memorandum

Meeting Date: August 6, 2025

Agenda Item Type:

- ☒ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Manager

Staff Resource: Town Manager Miranda Fisher

Agenda Title: Consideration and possible approval of the Professional Services Agreement with Matrix Design Group, Inc. for the Town's Facilities Master Plan not to exceed \$150,000.

Attached Documents:

- Professional Services Agreement with Matrix Design Group, Inc. Proposal

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviewed By:

- ☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable):

- Funding Source / GL Account Number: Capital Improvement Project
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

For the FY25 budget, the Town Council has allocated \$100,000 toward the Facilities Master Plan. Originally, \$200,000 was budgeted for FY26 for this plan; however, Town Manager Miranda Fisher reduced the FY26 budget to \$50,000 for a total of \$150,000 for the Facilities Master Plan.

Background Information:

The Town of Camp Verde released a Request for Proposal for a qualified consulting firm to develop a comprehensive Facilities Master Plan to guide the Town's facility needs over the next 20 years. The plan will assess existing municipal buildings, identify space and programming needs, and provide a long-term strategy for facility improvements, redevelopment, or expansion.

The RFP was released on February 21, 2025 with a submission due date of March 27, 2025. On March 17, 2025 Town staff held a facilities tour for any firm interested. The Town received three submissions, which were reviewed by a scoring committee. At the May 7, 2025 meeting, the Town Council approved contracting with Matrix Design Group, Inc. for the Facilities Master Plan not to exceed \$150,000. Tonight, the Town Council will approve the Professional Services Agreement to officially engage Matrix Design Group, Inc. and begin the Facilities Master Plan.

Connection to the [FY25-FY30 Strategic Plan](#)

This initiative is part of our ongoing commitment to fiscal responsibility and operational excellence.



Town Council Agenda Information Memorandum

Question(s) before the Council:

- Does the Council have any questions about the Professional Services Agreement with Matrix Design Group, Inc.?

Proposed Motion:

I move to **APPROVE** the Professional Services Agreement with Matrix Design Group, Inc. for the Facilities Master Plan not to exceed \$150,000.

OR

I move to **DENY** contracting with Matrix Design Group, Inc.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS Agreement is between the Town of Camp Verde, Arizona, a municipal corporation, hereinafter referred to as the “Town” and Matrix Design Group, Inc., hereinafter referred to as the “Consultant.”

FOR THE PURPOSE of providing a Facilities Master Plan for the Town of Camp Verde, the Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Consultant. In consideration of the mutual promises contained in this Agreement, the Town engages the Consultant to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Consultant shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Town, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Consultant.

1.3.1 Consultant hereby agrees that the documents and reports prepared by Consultant will fulfill the purposes of the Contract, shall meet all applicable code requirements, and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Consultant shall be prepared in accordance with professional standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Consultant shall notify Town of any constraints associated with the Services.

1.3.3 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Consultant shall designate Cameron Bowsky, PE, as their Consultant Representative and all communications shall be directed to him. Key Consultant Personnel are set forth in Exhibit B.

1.3.5 Any use of subcontractors shall require the written consent of the Town.

1.3.6 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.

1.3.7 Consultant shall coordinate its activities with the Town’s Representative and submit its reports to the Town’s Representative.

1.3.8 Consultant shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Consultant shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Consultant shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Consultant shall pay all applicable taxes. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the Consultant by placing at their disposal all available information concerning the Services. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project.

1.4.2 Town designates Special Initiatives Manager Cliff Bryson as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 Contract Term; Renewal.

1.5.1 Contract Term; Renewal. The Contract commences upon execution of the Contract and continues through June 30, 2027. The Contract may be renewed for up to one (1) additional year upon mutual agreement of the parties. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant, including any Subcontractors, shall be set forth in Exhibit C and shall not exceed \$150,000.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit C. If payment is to be made monthly, Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES: The Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit D. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim from the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided, or materials furnished by Consultant will be allowed by Town except as provided herein nor shall Consultant provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Consultant agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Consultant. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials, and

employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed, and formally accepted by the Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of the Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Consultant shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Consultant's

responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials, and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Consultant's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage.

4.11.1 Commercial General Liability. Consultant shall maintain "occurrence" from Commercial Liability Insurance with a policy limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Consultants, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability. Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors, and omissions Consultant is legally liable, with a liability insurance policy limit of \$1,000,000 each claim and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance

covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability. Consultant shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Town, its agents, representative, officers, directors, officials, and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.4 Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Consultant, its agents, employees or any tier of Consultant’s Subcontractors related to the Services in the performance of this Agreement. Consultant’s duty to defend, hold harmless and indemnify the town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Consultant’s acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Consultant, any tier of Consultant’s Subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Consultant may be legally liable including the Town. Such indemnity does not extend to the Town’s negligence.

5.2 If any claim, action or proceeding is brought against the Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, Consultant, at its sole costs and expense, shall pay, resist or defend such claim or action on behalf of the Town by attorney of Consultant, or if covered by insurance, Consultants’ insurer, all of which must be approved by the Town, which approval shall not be unreasonably withheld

or delayed. The Town shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, the Town may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the Town, which approval shall not be unreasonably withheld or delayed. If Consultant neglects or refuses to defend the Town as provided by this Agreement, any recovery or judgment against the Town for a claim covered under this Agreement shall conclusively establish Consultant's liability to the Town in connection with such recovery or judgment, and if the Town desires to settle such dispute, the Town shall be entitled to settle such dispute in good faith and Consultant shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

5.3 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. The Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town's convenience or because of the failure of the Consultant to fulfill their contract obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Town to fulfill its obligations.

6.2 Payment to Consultant Upon Termination. If the Agreement is terminated, the Town shall pay the Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

7.2 Examination of Records. The Consultant agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement,

have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement.

7.3 Ownership of Documents and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement, or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Consultant agrees that it is a separate and independent enterprise from 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 the work. This Contract shall not be construed as creating any joint employment relationship between the Consultant and Town, and Town will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Consultant shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program. If Consultant uses any Subcontractors in performance of the Work, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the E-Verify program. Consultant shall not be deemed in material breach of this Contract if the Consultant and/or Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on the Contract to ensure compliance

with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Exclusive Use of Services. The services agreed to be provided by Consultant within this Agreement are for the exclusive use of the Town and Consultant shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.8 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.9 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

7.10 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of the Town.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:
Miranda Fisher
Town Manager
Town of Camp Verde
473 S Main Street
Camp Verde, AZ 86322

CONSULTANT:
Cameron Bowsky, PE
Project Manager
Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.13 Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Consultant certifies that it is not currently engaged in, and agrees for the duration of Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

7.14 China. Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based

upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

8. SUSPENSION OF WORK

8.1 Order to Suspend. The Town may order the Consultant, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Consultant. The Consultant shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Town thereto; provided, however, that claims for money due or to become due to the Consultant from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Camp Verde.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“Town”
TOWN OF CAMP VERDE, ARIZONA,
a municipal corporation

By: _____
Its: Mayor
Date: _____

ATTEST:

By: _____
Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

By: _____
Trish Stuhan, Town Attorney
Pierce Coleman PLLC

“Consultant”

By: _____
Its: _____
Date: _____

EXHIBIT A SCOPE OF WORK

The Town desires a sound, actionable, and fiscally responsible facilities plan that supports the entire government organization by providing safe and inviting work environments that meet the varying operational needs of all Town departments.

The Town's intent is to retain a consulting firm with the qualifications and staff resources necessary to perform governmental facility planning services including, but not limited to, conditional assessment, space and programming needs assessment, and development of a long-term facilities master plan. The facilities master plan should focus on the preservation and potential redevelopment and/or readapting of current facilities as well as the identification of and/or planning for new facilities to establish a framework for the anticipated Town facility needs for the next twenty (20) years.

Space and Programming Needs Assessment

- 1) The Consultant shall conduct interviews with designated Town representatives to elicit individual perspectives of problems needing solutions and observations of past, current, and expected future operational and facility needs and deficiencies.
- 2) For each building, the Consultant shall provide building programming to:
 - a. Identify the nature of work performed in or function of each workspace.
 - b. Identify on an inter-departmental basis and an intra- and inter- divisional basis what working relationships exist and the level of intensity of those working relationships.
 - c. Identify the physical proximity needs of the aforesaid interdepartmental and inter- and intra-divisional working relationships.
 - d. Assess whether the proximity of work performed in one space and interrelated with work performed in another space promotes or inhibits the effectiveness and efficiency of the overall work performed in the two or more spaces
 - e. Identify the number of employees using each space.
 - f. Identify ancillary and accessory programming requirements, such as, but not limited to, data and communications, conference/meeting rooms, printer/copier areas, and file & storage space. Also include functional spaces, such as restrooms, mechanical spaces, vestibules, stairwells, elevators, hallways, and similar space allocations.
 - g. Identify security issues and concerns and ways they can be addressed.
 - h. Assess whether the particular space is currently adequate given the nature of the work performed therein or the function thereof, to include available information technology infrastructure.
 - i. Assess whether the particular space will be adequate into the foreseeable future (5, 10, 15, and 20 years out) given the nature of the work performed therein or

function thereof and the possible expansion of the work or the number of employees performing such work.

- j. Assess each facility's exterior features that support the facility on its site, including public and entry access, on-site storage, and vehicle accommodations.
- k. Assess parking capacity for public and staff needs.
- l. Assess public accessibility to public meeting spaces and departmental services.
- m. Desired image of the organization and desired outward image of current and future facilities.
- n. Provide the Town information about adopted Level of Service standards from similar sized cities with similar budget constraints.
- o. Develop a list of existing deficiencies based on the recommended level of service standards for each of the Town's services and a reasonable list of projects and cost estimates to either cure the existing deficiencies including, but not limited to the upgrading, updating, improving, expanding, or replacing of such facilities to meet existing needs and usage.

Facilities Conditional Assessment

- 1) The assessment shall be performed by individuals trained and licensed and/or certified in construction, engineering or architecture for the specific building systems they are assessing.
- 2) The assessment shall be conducted in accordance with well-established industry standards.
- 3) The Consultant shall obtain from the Town, where available, existing drawings and plans and review those drawings and plans for each facility prior to its on-site assessment. It should be noted that in some cases complete records for a particular building may not be available.
- 4) The Consultant shall perform a non-destructive visual inspection of each facility to identify systems-level deficiencies and life-cycle conditions.
- 5) The Consultant shall review, document, and photograph physical condition deficiencies.
- 6) The Consultant, in coordination with the Public Works staff, shall provide a facilities conditional assessment document which shall include, but shall not be limited to the following for each facility:
 - a. A narrative summary of the facility and building system shall be documented in addition to the standard quantitative information.
 - b. Categorization of immediate, short-term, and long-term capital repair and replacement requirements with project timelines to include:
 - i. Assessment of current structural conditions of Town owned/operated building.

- ii. Assessment of each building's compliance with all applicable building codes.
- iii. Estimated life expectancy of the building.
- iv. Identification of major repairs which require immediate undertaking (present-5 years out).
- v. Estimate of likely cost of necessary immediate repairs.
- vi. Identification of major repairs which will likely be necessary in the foreseeable future (5, 10, 15, and 20 years out).
- vii. Estimate of likely costs of the long-term repairs.
- viii. Assessment of current mechanical systems and components thereof.
- ix. Assessment of the functioning condition of each system and the components thereof.
- x. Estimation of life expectancy of each system and/or components thereof.
- xi. Estimation of the likely cost of repairing each system and/or components thereof.

Town Government-Wide Facilities Master Plan

- 1) Facilitate a process to gain consensus among Town departments on a preferred master plan strategy or group of strategies.
- 2) Using information gathered, provide a master plan which takes into consideration the Town's anticipated future needs for space and the organizational use of such space, including development or use of space or property owned or vacant Town-owned space, if such additional space is deemed necessary to the cost effective and efficient operation of Town government. This exercise should seek to compare the existing building conditions and costs with a comparative future new structure(s) or facility(ies).
- 3) Develop a short-term (1-4 years), mid-term (5-15 years) and long term (15- 20 years) sequence of events establishing the necessary stages of design, construction, redevelopment, and/or remodeling activity, as the case may suggest, for the preferred strategy taking into consideration the need to maintain services and operations throughout implementation.
- 4) Thoroughly review all possible funding sources for the proposed Town facility improvements and develop a funding mechanism for the proposed improvements.
 - a. Review all funds available and the status of capital improvements, operations, and maintenance funds for public facilities.
 - b. Identify different funding sources including State, Federal, and private sources.
- 5) Final documents shall include, but are not limited to:
 - a. Master Plan Strategies;

- b. Preliminary project budgets;
 - c. Preliminary project schedules meeting the Town’s desired timeline; and
 - d. Other Relevant/Diagrammatic information.
- 6) Consultant will participate in a final report to Town Council for final review, approval, and adoption.

Outline of Specific Buildings and/or Departments for this Study

The following table lists Town buildings to be included in the scope of work:

Building Name	Address
Administration Building	473 S. Main Street Camp Verde, AZ 86322
Municipal Court Building	435 S. Main Street Camp Verde, AZ 86322
Public Works/Utilities/Parks & Recreation Building	395 S. Main Street Camp Verde, AZ 86322
Camp Verde Gym	51 E. Hollamon Street Camp Verde, AZ 86322
Economic Development	385 S. Main Street Camp Verde, AZ 86322
Visitors Center/Museum	435 S. Main Street Camp Verde, AZ 86322
Finance Building	600 S 1 st Street Camp Verde, AZ 86322
Camp Verde Marshal’s Office	646 S. 1 st Street Camp Verde, AZ 86322
Community Library	130 Black Bridge Road Camp Verde, AZ 86322
Streets Division Yard	1498 Peterson Road Camp Verde, AZ 86322
Lower Maintenance Shop	537 S. Nichols Street Camp Verde, AZ 86322
Animal Impound Lot	807 N Industrial Drive Camp Verde, 86322
Stormwater Building	880 S. Cowboy Trail Suite A Camp Verde, AZ 86322

Wastewater Treatment Plant	880 S. Cowboy Trail Camp Verde, AZ 86322
----------------------------	---

The Town also owns a vacant building and parcels located at these addresses that has been identified as the site for possible future Town facility development:

- 562 S 1st St , Camp Verde, 86322
- 546 S 1st St , Camp Verde, 86322
- 572 S 1st St , Camp Verde, 86322

EXHIBIT B CONSULTANT'S KEY PERSONNEL

Matrix Team Organizational Chart

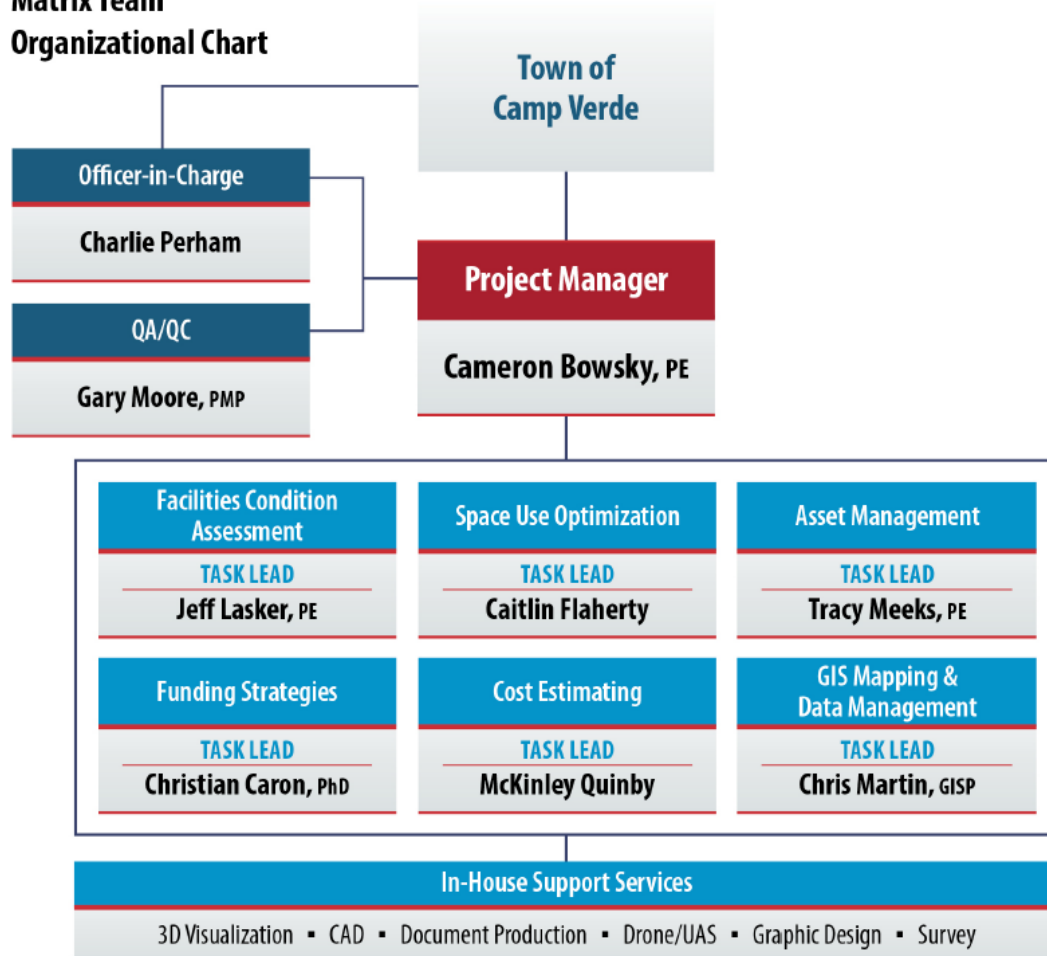


EXHIBIT C PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Consultant, as provided herein shall be in full compensation for all of Consultant's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

B. Method of Payment

Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via the Town's authorized representative.

C. Reimbursable Costs

Consultant will be reimbursed for expenses up to a maximum amount of \$150,000. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at the federal mileage reimbursement rate. Any out of state travel must receive prior approval of Town.)
2. Costs of printing, as required by the contract.
3. Cost of long-distance telephone, postage, UPS, Federal Express, etc.
4. Cost of other items as required, with prior approval from Town.

All reimbursable costs must be submitted with monthly bill.

**EXHIBIT D
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: TOWN []
CONSULTANT []
OTHER []

PROJECT: _____ DATE: _____
OWNER: Town of Camp Verde, Arizona.
CONSULTANT: _____
AGREEMENT DATED: _____

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Consultant.
Signature of Consultant indicates acceptance. _____

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Consultant

Town of Camp Verde

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT E
MATRIX DESIGN GROUP, INC.
REQUEST FOR PROPOSAL SUBMISSION

PROPOSAL CHECKLIST	
Follow this sequence in presenting a proposal, with the checklist as the Table of Contents. Proposals must be ordered as indicated on this form. All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.	
	Page #
PROPOSAL SUBMITTAL	
The proposal prices offered have been reviewed.	29
Proposal Package/Envelope has been identified with proposal number and title.	
The Agreement Time and/or schedules have been included.	28
The proposal is submitted by the time specified above	
Any addendums have been included/noted in Offer Section.	30
PROPOSAL DOCUMENTS	
One-page Cover Letter (on company letterhead)	2
Table of Contents/Proposal Checklist	1
Proposal Narrative- FIRM OVERVIEW	3
Proposal Narrative- FIRM EXPERIENCE	7
Proposal Narrative- PROJECT TEAM	12
Proposal Narrative- PROJECT APPROACH	22
Proposal Narrative- PRICE:	30
REQUIRED RFP COMPLIANCE DOCUMENTS	
Addendum Acknowledgement	31
Authorized Signature Form	32
Proposal Form (Proposals not signed in this section will not be considered)	35

March 27, 2025

Miranda Fisher
Town of Camp Verde
395 South Main Street
Camp Verde, AZ 86322

RE: RFP #25-205 Facilities Master Plan

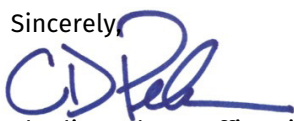
Dear Ms. Fisher and Evaluation Committee Members,

Matrix Design Group, Inc. (Matrix) is excited to submit our proposal for the Town of Camp Verde's Facilities Master Plan. With our proven track record in municipal planning and expertise tailored to Camp Verde's needs, we are well-positioned to deliver a forward-looking plan that addresses your priorities and supports the Town's long-term success. Below, we highlight the key benefits our team brings to this partnership:

- **Local and Regional Expertise:** Our team has extensive experience working with municipalities across the region, enabling us to deliver solutions that account for local priorities, regulatory requirements, and community needs. By leveraging our understanding of the unique characteristics of Arizona communities, we provide a plan that reflects Camp Verde's commitment to excellence and innovation.
- **Comprehensive Service Range:** From facility condition assessments to long-term capital planning, we offer a full spectrum of services to meet all aspects of your Facilities Master Plan. Our multidisciplinary approach ensures that every element—space utilization, modernization, sustainability, and security requirements—is fully integrated into a cohesive plan.
- **Integrated Space Planning and Conceptualization Experts:** Our team specializes in optimizing space to support operational efficiency, staff productivity, and community engagement. Using forward-thinking methodologies, we address both current needs and projected growth, helping you adapt to future demands with confidence.
- **Transformative Asset Management Solutions:** We excel at transforming data into actionable insights, allowing for seamless integration into asset management systems for day-to-day use. Our approach supports Camp Verde's goals of long-term sustainability, economic resilience, and effective government.

We understand that the Facilities Master Plan is more than a technical deliverable; it is a roadmap for ensuring Camp Verde's facilities continue to serve as a cornerstone of community success. Our team is dedicated to collaborating with you to create a plan that reflects your vision and values while balancing fiscal responsibility and innovation. Thank you for considering us as your partner for this important project. Please feel free to contact me at 602.288.8344 or matrix@matrixdesigngroup.com with any questions or to schedule further discussions.

Sincerely,



Charlie Perham, Officer-in-Charge



Cameron Bowsky, PE, Project Manager

Excellence by Design



Town of Camp Verde Facilities Master Plan Response Workbook RFP #25-205

Proposer is to complete this Response Workbook and submit as their response to this RFP.

Proposer Name: *(Proposer to include response here)*

Matrix Design Group, Inc.

Proposer Address: *(Proposer to include response here)*

2020 N. Central Ave, Suite 1140
Phoenix, AZ 85004

REQUIRED RESPONSES:

Proposer's answers to the following questions will comprise the Proposer's response to this RFP.

It should be noted that all attachments or exhibits prepared by the Town and referenced herein are incorporated by reference into the Proposer's response and shall be included in a final contract with the successful Proposer. Information prepared by the Proposer and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. FIRM OVERVIEW

- *Office location*
- *Length of time in business*
- *Total number of employees and number of local employees*
- *Names of principals, their disciplines, and Arizona registration.*
- *Services provided by the firm*
- *Experience in providing similar services within the last ten (10) years*
- *Three (3) references*
- *Email and Phone Contract information for persons(s) submitting the Proposal (preferably the designated project manager who will serve as the firms' primary contact person for the Proposal)*

(Proposer to include response here)

Location

Matrix has 11 offices all over the U.S. and in Guam. This includes a main office presence in Phoenix, Arizona, which is supported by major offices in Denver, Colorado Springs, and San Antonio. Matrix has 230 employees distributed among these offices, of which 35 work from the local office.

Length of Time in Business

Matrix has been in business for more than 25 years.

Principal

Matrix is an employee-owned firm with nearly 60% of the ownership being attributed to the Employee Stock Ownership Program (ESOP). We have one Principal, Sal Nodjomian, PE, Chief Executive Officer, who is a Civil Engineer by experience. He is not registered in Arizona, though we do have several other Arizona-registered Professional Engineers.

Services

Matrix provides services in a wide variety of disciplines, offering a comprehensive range of in-house professional services that combine technical excellence with a collaborative approach to solving complex challenges. Our relevant areas of expertise include:

- Asset Management
- Infrastructure Master Planning and Design
- Site Planning and Design
- Civil Engineering
- Cost Modeling and Value Engineering
- Utility System Design
- Geographic Information Systems (GIS), Mapping, Analysis and Modeling

However, our comprehensive list of services is extensive.

Similar Experience

Matrix has successfully delivered facilities master planning and assessment projects for municipalities throughout the U.S., with a proven track record of managing projects of similar size and scope. Our expertise includes conducting comprehensive condition assessments, forecasting capital improvement needs, and developing actionable master plans that align with client objectives and budgetary constraints. Each project was tailored to provide strategic recommendations, operational efficiencies, and long-term asset management solutions, ensuring our clients are well-positioned to meet the demands of growth and service delivery.

Having supported Facility Master Planning efforts around the country, Matrix is, without a doubt, the right team to walk with the Town through this important process. We're confident it can be completed within a year or less, depending on the needs of the Town, and we look forward to the opportunity to work within the Town's budget to capture the most "bang for your buck" across the facilities considered in this planning effort.

This project is a perfect testament to that same spirit of long-term partnership, as effective Facility Master Planning requires strategic thinking with implications that can impact decision-

making for five, ten, or even twenty years. The successful process of facility master planning, moving purposefully from engagement to facility walkthroughs, through asset management and operational evaluations, is a proven methodology that effectively reduces complex and exciting challenges into plan that can be analyzed, optimized, adjudicated, and implemented. Layering into this plan important aspects like parking forecasting, security assessments, and electrification feasibility studies, ensures that the final product is truly comprehensive. The comprehensive nature of the master planning efforts cannot be understated, just like ripples in the water, pouring significant investment into one area (e.g. new construction, facility expansion, department relocations) inevitably result in impacts elsewhere that must be accounted for when weighing the pros and cons of each potential scenario.

Examples of some of our relevant experience are contained in the following section.

References

Lowry Campus Space Use Assessment

Heidi Dineen, J.D.
Colorado Community College System (CCCS)
9101 E. Lowry Blvd., Denver, CO 80230
720.858.2370
heidi.dineen@cccs.edu

Kerrville Facilities Condition Assessment and Maintenance Plan

Charles “Chuck” Durr
City of Kerrville
701 Main Street, Kerrville, TX 78028
830.258.1416
charles.durr@kerrvilletx.gov

Douglas County School Direct

Jacqueline “Jackie” Millet
Douglas County School District
620 Wilcox Street, Castle Rock, CO 80104
720.618.6029
jmillet@dcsdk12.org

Contact Information

Cameron Bowsky, PE
Project Manager
Cameron.Bowsky@matrixdesigngroup.com
719.571.0100

REFERENCES FORM: List a minimum of three (3) customers on the fillable form below, **excluding the Town of Camp Verde (if applicable)**, for whom your company has provided services of a similar size & scope as described in this Request for Proposal, during the past three (3) years. Include the length of any contracts listed. Proposers may make multiple copies of this document as needed. These references may be used to assess the qualifications of Proposers under consideration for final award. This information may or may not be a determining factor in the award.

Reference 1:

Colorado Community College System	9101 E. Lowry Blvd. Denver, CO 80230
Heidi Dineen, JD	720.858.2370
heidi.dineen@cccs.edu	March-August 2024
Provide a brief summary of Services provided: Lowry Campus Space Use Assessment	

Reference 2:

City of Kerrville	701 Main Street Kerrville, TX 78028
Charles "Chuck" Durr	830.258.1416
charles.durr@kerrvilletx.gov	October 2023-July 2024
Provide a brief summary of Services provided: Kerrville Facilities Condition Assessment and Maintenance Plan	

Reference 3:

Douglas County School District	620 Wilcox Street Castle Rock, CO 80104
Jacqueline "Jackie" Millet	720.618.6029
jmillet@dcsdk12.org	January 2025 – Present
Provide a brief summary of Services provided: Douglas County School District Support & Services Facilities Master Plan	

2. FIRM EXPERIENCE

Provide a minimum of three (3) relevant examples of other Facilities Master Plan projects your team has completed.

Include brief description of services provided by the project team that directly relate to this contract.

- *Project Name*
- *Location*
- *Client Name and Phone Number*
- *Budget*
- *Completion Date*
- *Indicate whether the project was completed on schedule and within budget*
- *Indicate any challenges encountered and subsequent solutions*

(Proposer to include response here)

Douglas County School District Support & Services Facilities Master Plan Douglas County, Colorado

Douglas County School District: Jacqueline “Jackie” Millet

Phone: 720.618.6029

Budget: \$174,418

Date: January 2025 – Present

Matrix is currently developing a facilities master plan to ensure the District can efficiently plan for future growth, infrastructure enhancements, and operational efficiencies. By integrating GIS technology, facility condition assessments, stakeholder engagement, and asset management principles, Matrix is helping DCSD establish a comprehensive roadmap for facility investments. The facility portfolio includes football stadiums, cold food storage warehouses, centralized security and dispatch centers, transportation terminals, equipment and vehicle maintenance bays, libraries, and administrative spaces.

The project is on pace to be completed on schedule and within budget.

Lowry Campus Space Use Assessment Aurora Colorado

Colorado Community College System: Heidi Dineen, J.D.

Phone: 720.858.2370

Budget: \$120,655

Date: March-August 2024

Matrix provided space planning consulting services to strategically and collaboratively consolidate five facilities at the Community College of Aurora Lowry Campus. This approach was carefully aligned with CCCS’s vision, while also identifying opportunities to enhance long-

term value. The CCCS system has 292 employees based at the Lowry Campus. Matrix surveyed a total of 170,651 square feet of currently utilized real property to optimize space allocation requirements for nine different CCCS departments. The project team used a combination of data analysis, questionnaires, and stakeholder interviews to accurately identify unique space needs for each department. The team focused on optimizing private offices, workstations, conference rooms, and other collaboration spaces through space studies such as blocking/stacking diagrams and test fits. Matrix was able to reimagine workspaces and optimize available space and resources by leveraging flexible mixed-use space-planning techniques, as well as remote and hybrid-work staffing model projections. To further visualize the spatial allocation and inform efficient decision-making, Matrix will develop 3D renderings of concept designs, which will allow end users to fully understand space availability and purpose post-consolidation. Although this project is still in progress, Matrix anticipates reducing CCCS's required footprint to 54,964 square feet across two buildings, freeing up 83,800 square feet of valuable real estate for divestiture. This will not only enable CCCS to save significantly on operations and maintenance costs but also generate capital to fund future projects at the Lowry Campus. In addition to streamlining the CCCS organization, the divested space will open up new community development opportunities in the heart of downtown Denver.

The project was completed on schedule and within budget.

Kerrville Facilities Condition Assessment and Maintenance Plan **Kerrville, Texas**

City of Kerrville: Charles "Chuck" Durr

Phone: 830.258.1416

Budget: \$115,000

Dates: October 2023-July 2024

Matrix conducted a forward-looking assessment of capital improvement requirements for 19 public facilities in the City of Kerrville, including four fire stations, to determine their budgetary needs for the next five to 20 years. This effort began with establishing full asset visibility through a comprehensive inventory and condition assessment of major facility systems, including HVAC, fire protection, interior finishes, foundations, electrical systems, and ADA compliance.

Each facility was meticulously surveyed to document aging infrastructure and signs of degradation, providing critical insights into the current and future condition of assets. Using these findings, Matrix developed strategic investment plans that addressed the entire lifecycle of facility sustainment activities—from routine maintenance to major renovations and system replacements. This layered approach prioritized urgent and immediate repairs alongside proactive maintenance strategies designed to extend the service life of facilities, all while considering annual budgetary constraints.

Matrix delivered detailed, facility-specific Property Condition Reports (PCRs) to substantiate each recommendation and guide the City's decision-making process. To ensure long-term operational efficiency, Matrix collaborated with the City to integrate the captured data into its newly implemented asset management software, enabling seamless day-to-day management and future planning.

Throughout the project, staff interviews were conducted to align the plan with the City's unique needs, objectives, and challenges. The result was a comprehensive and actionable Facility Master Plan that equips Kerrville with the tools and insights necessary to deliver exceptional services to its residents while managing growth effectively over the coming decades.

The project was completed on schedule and within budget.

Crestview Facilities Inventory and Operational Assessment Master Plan Crestview, Florida

City of Crestview: Tim Bolduc

Phone: 850.682.3812

Budget: \$151,120

Dates: February-September 2021

Matrix conducted a comprehensive facilities inventory and condition assessment for 33 City-owned facilities in Crestview, encompassing administrative, operational, public service, industrial, support, and multiuse buildings. Additionally, 10 key facilities, including City Hall, the Police Department, Fire Stations, and Public Works, were subjected to an in-depth location investigation and operational/staffing analysis alongside the inventory and condition assessment.

The staffing analysis compared Crestview's staffing structure, resources, and supported amenities against benchmarks from two nearby target cities and 10 regional peer cities across Florida, Georgia, Texas, and Alabama. These cities were strategically selected based on comparable current populations or projected populations over the next 10–20 years, as well as similar geographic footprints. The analysis identified critical short- and mid-term growth demands, position realignments, reclassifications, and facility reorganization opportunities to improve operational efficiency and sustain critical services.

The resulting Facility Master Plan provided Crestview with a forward-looking, 20-year roadmap for capital improvements, innovative investment strategies, and operational enhancements to critical public services. The plan included detailed budgets for the 20-year period, outlining annual repair costs, reserve requirements, and actionable steps to streamline future budget formulation. Key recommendations featured cost-benefit analyses for proposed actions, prioritized critical repairs, planned maintenance, enhancement opportunities, new construction needs, and ADA compliance upgrades. By categorizing and prioritizing these elements, Matrix delivered a practical, data-driven strategy to improve service delivery and ensure long-term operational resilience for the City of Crestview.

The project was completed on schedule and within budget.

Chino Valley General Plan Chino Valley, Arizona

Town of Chino Valley: Laurie Lineberry

Phone: 928.636.4427

Budget: \$289,000

Dates: August 2022-July 2023

Chino Valley, AZ, was experiencing increased growth that challenged the rural character of the community. The Town has a strong rural, equestrian, and western heritage, and residents have expressed a desire to retain this character as mounting development pressure impacts the community. Following determination of this community vision, Matrix developed a comprehensive General Plan that includes goals and policies that balance growth while retaining the rural characteristics that make Chino Valley special. Another important component of the Plan was to align it with recent changes to Arizona planning legislation. Development of the Plan relied heavily on the very successful broad public engagement through online resources and in-person events which ensured the community's vision was captured in the Plan and supported by the community. Outreach also included frequent engagement with a steering committee, staff, and decision-makers so the Plan was tailored, easy to use, and had relevant and realistic implementation goals. Following Town Council approval of the Plan, Matrix provided materials and a plan for community ambassadors to inform and educate their organizations, colleagues, friends, and family about the General Plan Update. Ambassadors continued to promote the Plan through ratification achieved by a successful vote by residents in November 2023.

The project was completed on schedule and within budget.

Coconino County Resilience Study **Coconino County, Arizona**

Coconino County: Jay Christelman

Phone: 928.679.8867

Budget: \$820,000

Dates: January 2021-July 2023

The Resilience Study project addresses several key compatibility issues and resiliency concerns for the community and military missions at Camp Navajo and Naval Observatory Flagstaff Station (NOFS) in northern Arizona.

For this project, Matrix conducted six separate implementation tasks –creating a dark sky non-conforming database, developing a public outreach and education campaign plan for local communities, conducting a forest industry feasibility study to manage overgrown forest areas that have high potential for wildfires, creating an installation resiliency report, developing state-level legislation analysis and a strategic engagement plan to promote state legislation to protect the installations, and conducting an economic impact study for Camp Navajo to provide economic benefit information to the communities.

The direct correlation of these tasks will occur primarily through the development of a resiliency report that will identify threats to resiliency for the community and Camp Navajo and NOFS and result in actions to ensure that the community and the installations can prepare for and minimize the effects of extreme weather events, wildfires, or changes in environmental conditions, as well as impacts to transportation, logistics, and other resources to maintain, improve, or rapidly reestablish community and military operations.

The greatest threat to resiliency is from wildfires in the region. The current state of the forests is unhealthy and ripe for higher intensity fires that are larger in size compared to what has been observed historically. With the warming and drying climate, along with years of fire suppression policy, a lack of large-scale mitigation measures, and increased population growth starting man-

made fires, the wildfire threat is high in many locations. Matrix utilized GIS to overlay wildfire risk and threat information from the Arizona Department of Forestry and Fire Management (AZDOFM) over infrastructure and mission data.

The infrastructure (electric, telecommunications, roadways, etc.) needs were prioritized with projects identified to protect infrastructure, such as a sediment basin to collect debris flows, stream bank stabilization to avoid exposing a utility crossing, and the creation of defensible space to protect communication towers. The AZDOFM data were supplemented with analysis to consider post-fire conditions where debris flows, and sedimentation occur due to the highly erosive environment.

The resiliency report outlined the disruptive threats faced due to wildfire and identified prioritized locations for forest management techniques and other mitigation techniques can be applied to preserve community infrastructure and mission capability in the event of a wildfire. Matrix provided recommendations to update existing safety management practices to include the suite of wildfire aversion measures and prioritized treatment areas.

The project schedule was revised due to the COVID pandemic – the revised schedule was met. The project was completed within budget.

3. PROJECT TEAM

List those individuals who will complete the work for this project. Provide the following information for each team member:

- *Team assignment*
- *General qualifications*
- *Any project experience directly relevant to this Contract while with this firm*
- *Indicate workload and certify that no team members will be substituted without prior approval from the Town of Camp Verde.*

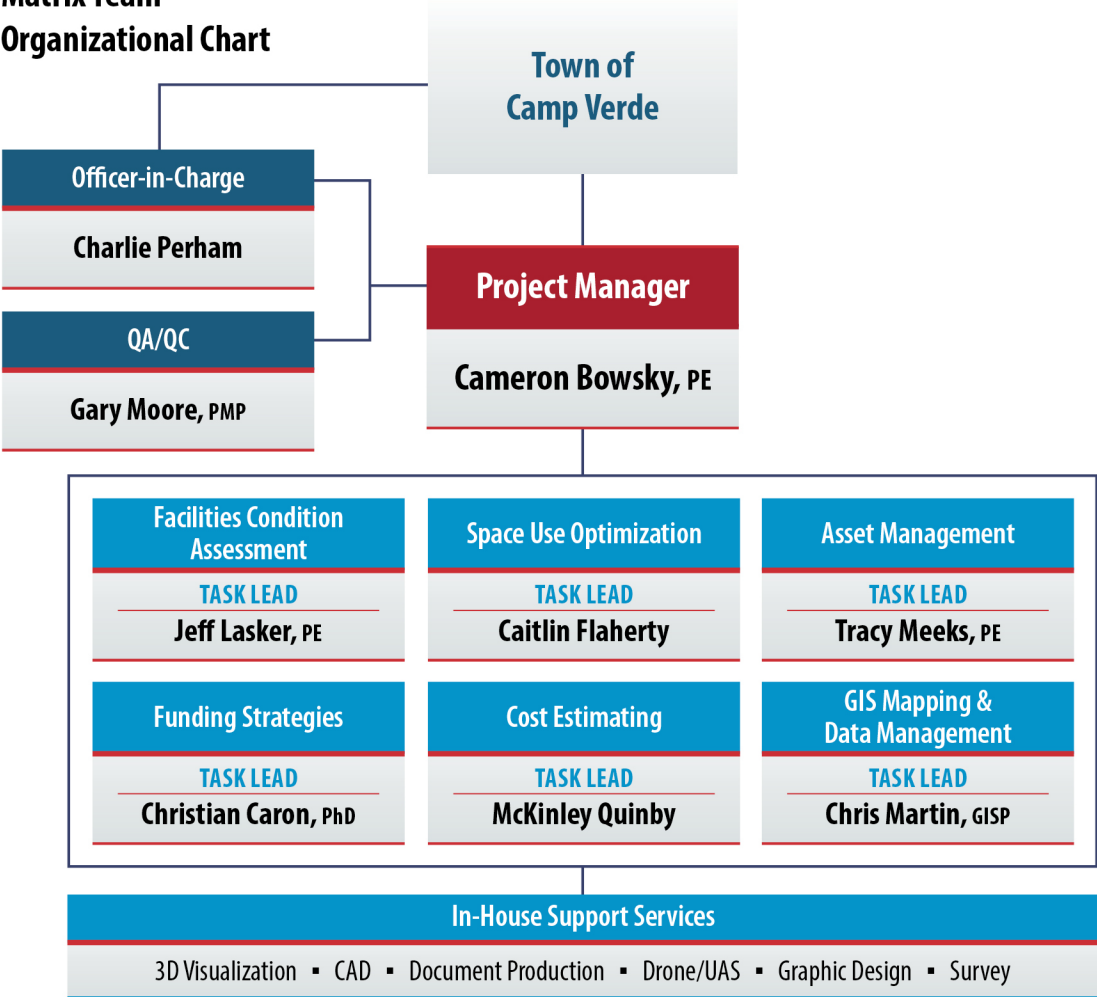
List any firms that will act as subconsultants to your firm. Provide information regarding prior projects on which the proposed subconsultants have worked with your firm.

(Proposer to include response here)

Our organizational chart is shown below, listing personnel and their assignments/roles in the project. The resumes that follow contain each person's general qualifications, some relevant project experience, and current workload.

We certify that no team members will be substituted without approval from the Town of Camp Verde. We will not be utilizing subconsultants in the performance of this project.

Matrix Team
Organizational Chart



Charlie Perham

Officer-in-Charge
Time Dedicated to Project: 5%



Charlie is a Senior Vice President and the Director of Planning & Advisory Services for Matrix. He's a distinguished senior leader with over 30 years of progressive responsibility and has built a renowned consulting team that focuses on all aspects of facility asset management, defense community consulting, and housing analytics. He has extensive experience with facility master planning, economic development, public and stakeholder engagement, group facilitation, and developing partnerships. His 23 years of military experience culminated with installation leadership responsibility for Nellis Air Force Base, Nevada. Since joining Matrix in 2015, he has grown the asset management practice to a robust team of 35 professionals. As the former National President of the 25,000-member Society of American Military Engineers, Charlie champions industry-government engagement, collaboration, and leader development in support of our national defense.

Education

- M.S.** National Security,
National Defense University
Legislative Fellowship,
Georgetown University
- M.S.** Military Operations,
Air University
- M.S.** Engineering and Environmental
Management,
Air Force Institute of Technology
- B.S.** Civil Engineering,
University of New Hampshire

Professional Registrations/Affiliations

Society of American Military Engineers (SAME), National President 2023-2024
Association of Defense Communities (ADC)

RELEVANT EXPERIENCE

Lowry Campus Space Use Assessment | AURORA, COLORADO

Charlie was Principal-in-Charge for Matrix's efforts to explore, evaluate, and document opportunities to optimize space utilization across multiple facilities at the Colorado Community College System (CCCS) Community College of Aurora Lowry Campus. The project was executed using a multi-faceted approach that was both collaborative and data-driven, ensuring that every phase aligned with the specific needs of CCCS. The evaluation led to a reduction of approximately 87,170 square feet of space and provided CCCS with a strategic plan and clear direction for the future development of the Lowry Campus, ensuring that resources were effectively allocated and aligned with the institution's long-term goals.

Facilities Condition Assessment and Maintenance Plan | KERRVILLE, TEXAS

Charlie oversaw the forecasting of capital improvement requirements for 19 public facilities supporting the City of Kerrville, with the goal of determining their budgeting needs in the next 5-20 years. This process included establishing complete asset visibility through a comprehensive inventory and condition assessment of major facility systems such as HVAC, fire protection, interior finishes, foundation, electrical, and ADA compliance. He ensured Matrix partnered with Kerrville to migrate captured facilities' data into newly implemented asset management software for the city to use day-to-day. The culmination of this process included a comprehensive, actionable, and practical Facilities Master Plan to prepare Kerrville to provide exceptional services to its residents.

Facilities Conditions Assessment and Operational Analysis | CRESTVIEW, FLORIDA

Charlie organized and served as principal in charge for this important project for the City of Crestview. The team inventoried over 40 facilities including five parks to assess conditions and functionality. They evaluated the location of existing facilities to determine if they were geographically situated in the most ideal location to support long-term growth of the community. The final Master Plan included staffing recommendations, improvements to overall facility utilization, programmed costs for sustainment, and a long-range capital investments plan bound by both time and availability of funding to inform the City's fiscal budgeting process.

Pueblo Chemical Agent Destruction Pilot Plant Reuse Plan |

U.S. ARMY PUEBLO CHEMICAL DEPOT, COLORADO

Matrix's Government Consulting Services team conducted a comprehensive facilities survey and property condition assessment of 31 industrial assets that historically supported the chemical demilitarization of munitions. Charlie mentored the same project manager proposed for this effort to actively support PuebloPlex by leading reuse and redevelopment planning efforts driven by the transfer of Army assets to local authorities. This study included all existing structures, and utilities on the site, a detailed market analysis to effectively attract commercial prospects, and an economic analysis.





Cameron Bowsky PE

Project Manager
Time Dedicated to Project: 50%

Cameron, as a Senior Associate with the Matrix Government Consulting Services team, leads space-use planning and comprehensive asset management initiatives nationwide. He combines 10 years of military service with extensive experience guiding facility needs assessments and developing actionable capital improvement plans for municipalities and the Department of Defense. Having grown up in Colorado and traveled extensively across the state, the country, and internationally, Cameron understands that each city faces its own unique challenges. As a result, he approaches every project with a customized strategy, working closely with city officials to create tailored solutions.

Education

B.S. Civil Engineering,
U.S. Air Force Academy

Professional Registrations/Affiliations

Professional Engineer: Colorado #53412

Society of American Military Engineers
(SAME)

Association of Defense Communities
(ADC)

RELEVANT EXPERIENCE

Facilities Condition Assessment & Master Plan | KERRVILLE, TEXAS

Cameron forecasted capital improvement requirements for 19 public facilities supporting the City of Kerrville, with the goal of determining their budgeting needs in the next 5-20 years. This process included complete asset visibility through a thorough inventory and condition assessment of major facility systems such as HVAC, fire protection, interior finishes, foundation, electrical, and ADA compliance. As part of this effort, Cameron partnered with Kerrville to migrate captured facilities' data into newly implemented asset management software for the city to use day-to-day. The culmination of this process included a comprehensive, actionable, and practical Facilities Master Plan to posture the city to provide exceptional services to its residents as it grows in the years to come.

Lowry Campus Space Use Assessment | AURORA, COLORADO

Cameron facilitated a Visioning Workshop with the C-suite executives of the college, leading a brainstorming session that explored potential future development and value enhancement initiatives for the campus. This creative and inclusive platform for stakeholders was crucial to incorporating diverse perspectives and comprehensively exploring opportunities. The various courses of actions identified fueled a subsequent and valuable gap analysis to identify the most advantageous and feasible solutions for the future of the Community College of Aurora Lowry Campus programs.

Facilities Conditions Assessment & Operational Analysis | CRESTVIEW, FLORIDA

Cameron led an effort for the City of Crestview, Florida in development of a Facilities Master Plan. As part of this project, Cameron inventoried over 40 facilities including five parks to assess their condition and functionality. Armed with that information Cameron evaluated the location of existing facilities to determine if they were geographically situated in the most ideal location to support long-term growth of the community. The final Master Plan included staffing recommendations, improvements to overall facility utilization, programmed costs for sustainment, and a long-range capital investments plan to inform the City's fiscal budgeting process.

Pueblo Chemical Agent Destruction Pilot Plant Reuse Assessment |

PUEBLOPLEX / U.S. ARMY PUEBLO CHEMICAL DEPOT

Cameron conducted detailed facilities' condition assessments and developed a comprehensive reuse plan for 31 industrial assets that the Army sought to transfer to local authorities to protect economic activity in the region. Unsure of which assets to retain, PuebloPlex sought the expertise of Matrix to evaluate the remaining lifecycle for all existing structures, utilities, and improvements. Cameron expanded the analysis by identifying industries that have a high potential for reuse of retained facilities, identifying any necessary repairs or expansions to effectively attract commercial prospects.

Facilities Condition & Needs Assessment | DESTIN, FLORIDA

To posture Destin's critical services for growth and ensure the longevity of its existing assets, Cameron identified nearly four million dollars in facilities needs for the city of Destin's 5-year capital improvement plan through a comprehensive inventory and condition assessments. To accomplish this, Cameron directed the assessment of 20 public facilities and parking areas, preparing detailed property condition reports that outlined lifecycle maintenance, repair, and new construction requirements.

Finally, to augment recurring maintenance efforts, Cameron's team also conducted a complete survey of facilities to ensure compliance with the Americans with Disabilities Act of 1990.



Gary Moore

PMP

QA/QC

Time Dedicated to Project: 10%



Education

- M.S.** Engineering Management,
Air Force Institute of Technology
- B.S.** Civil Engineering,
Northern Arizona University

Professional Registrations/Affiliations

- Project Management Professional (PMP)
- Society of American Military Engineers (SAME)
- DoD Top Secret Clearance and Sensitive Compartmented Information (SCI)

Gary is the Deputy Director of Government Consulting Services for Matrix and a decorated U.S. Air Force veteran with over 25 years of experience as a civil engineer and consultant. Throughout his distinguished career, Gary has demonstrated exceptional leadership in strategic planning, program management, and project execution for large-scale infrastructure, defense, and community development initiatives. He is a respected expert in managing complex programs, from military construction and global infrastructure investments to regional stabilization and redevelopment efforts.

Gary's diverse experience includes leading multidisciplinary teams, facilitating cross-cultural outreach, and fostering stakeholder collaboration to deliver impactful results. His success spans a broad range of sectors, including defense mission growth, community revitalization, and infrastructure rehabilitation. Known for his ability to bridge technical expertise with strategic vision, Gary excels at driving programs that balance economic development, cultural sensitivity, and environmental preservation while achieving measurable outcomes for communities and organizations worldwide.

RELEVANT EXPERIENCE

Lowry Campus Space Use Assessment | AURORA, COLORADO

Gary served as the Quality Assurance and Quality Control Officer for the space planning initiative at the Community College of Aurora, Lowry Campus. He ensured all site surveys, stakeholder feedback, and programming documents met CCCS standards and project goals. Gary validated floorplans and renderings created in AutoCAD, Photoshop, and SketchUp, ensuring alignment with stakeholder needs and regulatory requirements. His oversight guaranteed cost-effective, high-quality solutions for space optimization. Gary's reviews and QA/QC reports reinforced the accuracy of deliverables, supporting equitable space policies and efficient resource allocation across departments.

DeFuniak Springs Redevelopment | FLORIDA

Gary served as Project Manager for a transformative community revitalization initiative, leading extensive stakeholder collaboration and public engagement to ensure the project was shaped by a shared, local vision. He designed and facilitated outreach efforts, including public workshops, stakeholder interviews, and community surveys, fostering broad participation and input. Gary's deep understanding of DeFuniak Springs' unique community identity and historical character was instrumental in balancing preservation goals with economic development needs. Key achievements included creating new community gathering spaces, revitalizing the Farmers' Market based on public feedback, and developing a strategic framework for much-needed neighborhood rehabilitation that reflected local priorities and aspirations.

South Mississippi Defense Mission Attraction | GULF COAST

Gary served as Project Manager, leading a comprehensive regional analysis to identify and maximize defense-sector growth opportunities across South Mississippi. He directed a multidisciplinary team in assessing existing military assets, infrastructure capabilities, and strategic opportunities for mission expansion. His efforts included developing robust business case metrics and targeted marketing materials to position the region for increased defense investment. Gary delivered a five-year implementation strategy, providing detailed resource assessments and actionable mission expansion recommendations, effectively posturing the region to attract and sustain long-term defense-sector growth.

Regional Stabilization and Development Operations | AFGHANISTAN

Gary led civil-military operations in Afghanistan, working with officials, tribal leaders, and NGOs to promote stability. He managed infrastructure, agriculture, and public service projects, ensuring cultural sensitivity with partners like USAID. His engagement initiatives have built trust and delivered long-term solutions, fostering development and resilience through collaboration and key leader outreach.



Matrix

08-06-2025 Regular Session Meeting

August 6, 2025

Page 59 of 1026

Jeff Lasker PE

Facilities Condition Assessment
Task Lead
Time Dedicated to Project: 20%



Education

- M.S.** Environmental Engineering,
Colorado State University
- B.S.** Civil (Environmental)
Engineering,
Colorado State University

Professional Registrations/Affiliations

Professional Engineer: Colorado #60175
Radon Measurement Professional:
Colorado #0000406
Certified Asbestos Building Inspector
(CABI): Colorado #20174
Lead-Based Paint Building Inspector
OSHA 40-hour HAZWOPER
OSHA 8-hour Refresher
OSHA 8-hour Supervisor
Environmental Engineering Society,
Fellow (former Body President)

Jeff serves clients as an engineering consultant, helping to strategically minimize cost, manage risk, and obtain state compliance through assessment and analysis. He also conducts field condition surveys, identifies capital improvement needs, and helps establish best management practices and programs to maintain assets at their invested value and operate them at their intended service levels. An experienced project manager, Jeff is familiar with all aspects of due diligence property assessments and reporting standards, including Fannie Mae DUS and Freddie Mac HUD. He is especially knowledgeable on ASTM E2018-24 and has worked with diverse client groups with unique client-specific scopes of work and reporting requirements. Jeff has conducted and managed hundreds of Property Condition Assessments on multifamily properties, commercial office buildings, shopping centers, hotels, auto repair shops, self-storage buildings, municipal structures and industrial facilities. Additionally, Jeff has implemented a number of asset management studies to determine county enterprise-wide budgeting requirement principles, development of levels of service that were used by employees to prioritize and execute work and established key performance indicators.

RELEVANT EXPERIENCE

Pueblo Chemical Agent Destruction Pilot Plant | PUEBLO, COLORADO

Jeff served as Deputy Project Manager for environmental and building assessment services to support PuebloPlex on issues related to plant reuse, due diligence, liabilities and permitting associated with lands intended for transfer from the U.S. Army under the Finding of Suitability to Transfer (FOST) program. The services included a Phase I ESA report and reuse report writing related to potential issues that affect the property transfer and redevelopment initiatives associated with the stakeholders including PuebloPlex, the U.S. Army, U.S. Army Corps of Engineers, Environmental Protection Agency, and Colorado Department of Public Health and Environment.

Sheraton Hotel Property Condition Assessment | DENVER, COLORADO

Jeff served as a Condition Assessor, performing visual condition assessments of the historic downtown Denver Sheraton Hotel Building. The building was originally designed by I.M. Pei in 1960's, as Denver's first Maven Department Store and is one of three unique buildings within Denver's historic Courthouse Square district. Jeff interviewed facilities staff regarding asset and facility condition deficiencies in order to capture information for long-term data reference, operations and maintenance planning, and investment planning. Jeff analyzed findings, identified condition deficiencies and developed capital improvement recommendations based on the development of condition indexes, replacement costs, remaining useful lives, and useful lives of assets.

El Paso County Asset Management | EL PASO, COLORADO

As a Public Works Director equivalent with the County of El Paso Jeff was responsible for developing a cost budgeting framework maintaining \$1.5 billion in infrastructure and facilities throughout El Paso County. He was responsible for the advisement on administering a \$41 million annual budget and ensuring the operations of over 163 facilities.

Kerrville Facility Condition Assessment | KERRVILLE, TEXAS

Jeff served as Facility Condition Assessment Task Lead for the comprehensive facilities survey of 21 municipal assets that support the functionality of the City's operations. Jeff actively supported the City of Kerrville by leading efforts driven by the renewal of assets to local authorities. This study included existing structures and an economic analysis espousing sound asset management principle. Additionally, Jeff assisted with the final Master Plan for improvement to overall facility utilization, as well as programmed budget costs for each facility and a capital improvement plan bound by both time and money to inform the City's budgeting process.





Caitlin Flaherty

Space Use Optimization Task Lead
Time Dedicated to Project: 30%

Caitlin is a seasoned interior designer with a passion for developing creative solutions in the field of space planning, interior architecture, and design. With a robust background spanning over a decade in the architectural design industry, Caitlin has demonstrated her expertise through successful collaborations with a diverse range of clients in the educational, government, and private sectors. Her commitment to innovation is evident in her track record of developing creative and forward-thinking solutions. Caitlin firmly believes in the power of architecture and functional design to elevate the experiences of end users and contribute positively to their well-being and environment.

Education

B.S. Interior Design,
Fordham University, 2007

Areas of Expertise

Space Utilization Analysis
Space Optimization
Facility Master Planning
Programming & Needs Assessment
Stakeholder Engagement
Visualization & Rendering
Furniture, Fixtures & Equipment (FFE)
Planning
Building Codes & Accessibility
Standards

Technical Skills

AutoCAD
Revit
SketchUp
Photoshop
Illustrator
Microsoft Project

RELEVANT EXPERIENCE

Air Force Installation and Mission Support Center Space Plan | MULTIPLE LOCATIONS

Caitlin played a crucial role as a Subject Matter Expert in a collaborative project with the Air Force Installation and Mission Support Center (AFIMSC). Her primary responsibility involved identifying space use efficiencies and consolidation to find demolition opportunities for older facilities. AFIMSC enlisted the help of Matrix to conduct a Beta Test on six diverse Air Force installations nationwide. Tasked with the mission of increasing space utilization rates within Air Force facilities, Caitlin's contributions extended to performing site visits and meticulously analyzing over 1.5 million square feet of space. Her comprehensive approach included analyzing real property records to assess facility age, conditions, and annual maintenance costs. Additionally, Caitlin conducted building walkthroughs, verified floorplans for accuracy, and interviewed stakeholders to understand space demand. The outcome was a comprehensive space management assessment report detailing existing and future space needs. Caitlin provided stakeholders with floorplans and renderings, illustrating potential departmental layouts with optimized space usage, and enhanced functional adjacencies across departments.

Lowry Campus Space Use Assessment | AURORA, COLORADO

Caitlin served as the Project Manager and subject matter expert for developing a comprehensive space plan for the administrative departments of the Colorado Community College System (CCCS) Community College of Aurora Lowry Campus. She designed tailored questionnaires, conducted stakeholder interviews, and performed site surveys to gain a thorough understanding of the stakeholder requirements and current conditions of the facilities. Caitlin provided CCCS with programming documents detailing specific space needs for each department. Using AutoCAD, Photoshop, and SketchUp, she meticulously created floorplans and renderings that demonstrated possibilities for space consolidation and innovative solutions tailored to CCCS employees' preferred work styles. Mindful of the client's budget constraints, Caitlin developed solutions that were both cost-effective and efficient. Caitlin assisted CCCS in formulating a department-wide Space Policy to ensure fair and equitable standards across all departments. She documented each step of the process in a written report, explaining the rationale behind key decisions.

U.S. Military Academy at West Point, Planning & Design | WEST POINT, NEW YORK

Caitlin demonstrated her expertise by providing comprehensive design and project management services for the campus of the United States Military Academy at West Point. In this role, she created and executed a design program that encompassed the development of design standards, technical criteria, and the establishment of policies. Notably, many projects involved a focus on historic conservation, reflecting a commitment to preserving the heritage of the academy. Caitlin's responsibilities extended to performing interior design duties for various educational space types, including instruction spaces, study and collaboration areas, food halls, engineering centers, fine art centers, libraries, athletic facilities, specialized instruction spaces, auditoriums, and dormitories. Her multifaceted approach also included facility master planning for approximately five million square feet of campus space. This involved a thorough evaluation of space utilization rates for administrative functions and the identification of opportunities for space consolidation.

Tracy Meeks PE

Asset Management Task Lead
Time Dedicated to Project: 20%



Tracy is a Senior Associate in the Government Consulting Services team at Matrix, where she is focused on successfully executing project requirements for local, state, and federal government partners. Tracy specializes in providing consulting support that includes asset management, space optimization, process improvement, budget development, project execution, environmental engineering, and strategic planning. Tracy also has 24 years of United States Air Force experience where she was responsible for leading teams of 40+ engineers and architects on multimillion-dollar design and construction portfolios at base, Major Command, and enterprise level. Tracy is a results-oriented professional known for her dedication and innovation.

RELEVANT EXPERIENCE

Education

- M.S.** Engineering Management,
Air Force Institute of Technology
- B.S.** Civil Engineering,
Boise State University

Professional Registrations/Affiliations

Professional Engineer: Idaho #P-13818
(Environmental Engineering discipline)

Society of American Military
Engineers (SAME)

Lowry Campus Space Use Assessment | AURORA, COLORADO

Tracy served as the Deputy Project Manager (PM) for the Community College of Aurora Lowry Campus space planning project for the Colorado Community College System (CCCS). As Deputy PM, she was an integral part of the project team responsible for developing a comprehensive space plan for the nine administrative departments of the CCCS, exploring opportunities to optimize space utilization in response to a shift toward remote and hybrid work models induced by the COVID-19 pandemic. The project methodology included creating custom questionnaires, conducting stakeholder interviews, and performing in-person site surveys to gain a thorough understanding of the facilities' stakeholder requirements and current conditions. The project team leveraged tools such as AutoCAD, Photoshop, and SketchUp to develop design concepts and renderings for space consolidation and innovative solutions tailored to CCCS employees' preferred work styles. As Deputy PM, one of Tracy's primary duties was to implement project controls to protect the client's budget constraints while allowing for cost-effective and efficient solutions.

Mountain Home AFB Built Infrastructure Design and Construction | IDAHO

As Engineering Flight Chief for Mountain Home AFB, Tracy led 41 professionals in planning, programming, design and construction activities to sustain/modernize approximately 250 facilities at Mountain Home AFB. Tracy was responsible for \$42M in active design and construction projects that were in execution, as well as approximately \$1.5B worth of mission expansion and modernization through future years (i.e., 2040+). Additionally, Tracy oversaw the master planning to support Mountain Home AFB campus expansion for the Qatari Emiri Air Force in an international alliance with the U.S. Air Force—a total of \$353M new or improved operations, maintenance, and administrative facilities.

Ramstein AB Space Optimization and Asset Management | HQ USAF COMMAND, GERMANY

Tracy served as the HQ U.S. Air Force in Europe (USAFE) Asset Optimization Branch Chief, supporting all 18 bases across Europe with asset management framework to accurately identify, prioritize, and allocate limited funding constraints on the most needed capital projects and physical improvements of facilities and infrastructure. Tracy oversaw space data collection for approximately 56 million square feet of training, operational, warehouse, and administrative space at 18 bases. Ultimately, this space data was used to consolidate inventory where possible and more effectively optimize a ~\$197M/year budget for the sustainment and repair of built infrastructure across USAF bases.

Strategic Planning and Execution | SAN ANTONIO, TEXAS

Tracy served as the Air Force Wildland Fire Branch Chief responsible for planning and executing strategic direction for a national-scale program chartered with implementing prescribed fire and fire fuels reduction activities at 60+ Air Force bases. Tracy was held fully accountable to responsibly plan, program, and execute an approximately \$16M/year program spread across multiple funding streams—including approximately \$13M worth of facility projects to house wildland firefighters at 16 separate locations across the continental U.S. and Alaska. Each facility project required Tracy's team to survey existing facilities, assess space requirements against available facilities, and develop a strategy to either renovate or construct buildings at each location. Tracy represented the Air Force in support of an Office of Secretary of Defense initiative for the Air Force to be the lead agency for the Department of Defense (DoD) on wildland fire management and partnered with U.S. Army IMCOM to synchronize and de-conflict wildland fire activities across DoD installations.



Matrix

08-06-2025 Regular Session Meeting

August 6, 2025

Page 62 of 1026



**Christian
Caron**
PhD

Grant Funding Strategies Task Lead
Time Dedicated to Project: 10%

Christian is the Senior Research Analyst in Matrix's Government Consulting Services group. He holds a PhD in Political Science from UNC Chapel Hill, where he specialized in state and local government, public policy, and economic analysis. During his career, he has authored numerous peer-reviewed studies in distinguished scholarly journals and economic and housing analyses on behalf of government clients. His experience spans multiple regions throughout the country, providing him with an intricate understanding of the funding strategies that communities can employ to solve a wide array of challenges. A quantitative social scientist by training, he employs rigorous, cutting-edge methods in his research and is careful to ensure that his analyses and recommendations are grounded in high-quality empirical data.

Education

- Ph.D.** Political Science,
University of North Carolina
at Chapel Hill
- M.A.** Political Science,
University of North Carolina at
Chapel Hill
- B.A.** Political Science,
University of Connecticut

Professional Registrations/Affiliations

National Housing Conference

RELEVANT EXPERIENCE

PuebloPlex Construction Economic Impact Analysis | PUEBLO COUNTY, COLORADO

Christian served as lead economic analyst for a planning project based in Pueblo County, Colorado. His primary task was to estimate the jobs and income that 2.5 million square feet of new industrial and manufacturing development would generate over a thirty-year period. His findings helped build stakeholder support for the proposed development.

Florida Defense Support Task Force 2024 Economic Impact Analysis | FLORIDA

In his capacity as Economic Analysis, Simulation, and Modeling Task Lead, Christian estimated the economic impacts of Florida's defense industry for this recently completed effort. After collecting the necessary data, he produced statewide and county-level estimates of direct, indirect, and induced impacts using IMPLAN. In an effort to provide the most comprehensive picture possible, the models account for the effects of spousal employment and other often overlooked factors. He worked with the project team to compile the results into a report and factbook.

Growing the Military Mission Economic Impact Analysis | VIRGINIA

Christian is finalizing an economic impact analysis of Virginia's defense industry. In collaboration with the rest of the project team, he collected data on the service member population, DoD and U.S. Coast Guard procurement, and pensions and transfers to retirees. He then used IMPLAN to estimate the direct, indirect, and induced economic effects of defense spending. To ensure an apples-to-apples comparison with previous studies, he replicated the methodology employed in them. The results are set to be presented in a factbook.

DeFuniak Springs Redevelopment Plan | DEFUNIAK SPRINGS, FLORIDA

As Lead Economic Analyst, Christian played a key role in supporting the city's redevelopment efforts by delivering detailed revenue projections for its Tax Increment Financing (TIF) program. His work included an in-depth analysis of the city's commercial and residential real estate markets and population growth trends to inform strategic planning. Collaborating closely with Matrix's GIS and Planning teams, he identified high-potential land development opportunities. Notably, Christian conducted extensive research into grant funding opportunities, identifying and recommending targeted funding sources to help the city maximize its redevelopment initiatives.

Housing Inventory and Affordability Analyses |

SURPRISE, PEORIA, TEMPE, AND SCOTTSDALE, ARIZONA

Christian conducted four in-depth housing analyses for the cities of Surprise, Peoria, Tempe, and Scottsdale, Arizona. Each report included a thorough demographic and economic profile, a housing stock and market analysis, and a supply-demand gap analysis to quantify housing deficits or surpluses at various affordability levels. To provide meaningful context, each study benchmarked the city against peer communities. The findings culminated in tailored, actionable recommendations for each city. As part of this work, Christian identified multiple HUD grant opportunities that could support the cities in addressing their housing challenges and implementing their recommended strategies.



McKinley Quinby

Cost Estimating Task Lead
Time Dedicated to Project: 15%

Education

B.Arch. Architecture,
Oklahoma State University

Professional Registrations/Affiliations

American Institute of Architects (AIA)
Associate Broker: Colorado #100105116

McKinley is a key member of the Government Consulting Services team at Matrix, bringing six years of extensive expertise in cost estimation, construction project management, and architectural planning. With a proven track record of delivering high-quality results, he has contributed significantly to the successful completion of numerous large-scale projects, including the success of an Air Education and Training Command (AETC) project, demonstrating his ability to balance technical precision with innovative problem-solving.

McKinley specializes in detailed cost estimating, budget development, and financial risk mitigation, helping every project achieve fiscal and quality expectations. He has a hands-on approach to managing resources, optimizing workflows, and identifying value engineering opportunities to deliver cost-effective solutions without compromising project goals. His ability to analyze project requirements, anticipate challenges, and align financial planning with operational needs makes him a trusted advisor on every project he undertakes.

RELEVANT EXPERIENCE

Cost Estimating

McKinley served as the Cost Estimator for various construction projects, leading the effort to provide detailed and accurate cost estimations that resulted in competitive bids. His expertise played a pivotal role in optimizing project budgets and maintaining operational efficiency. McKinley managed the entire bidding process, from reviewing initial project documents to finalizing submissions, leveraging data analysis to identify cost-saving opportunities. In addition to his estimating responsibilities, McKinley oversaw the timely procurement of materials, demonstrating strong negotiation skills and resourcefulness. By collaborating closely with project managers, architects, and clients, he aligned project objectives with execution strategies, supporting initiatives to enhance business processes and improve overall project outcomes.

Pre-Construction Support

As a pre-construction Estimator and Project Engineer on multifamily projects, McKinley played a vital role in shaping the early stages of development. He conducted comprehensive cost estimations to produce accurate and competitive project bids, while also managing material procurement and negotiating with vendors to optimize budgets in line with project objectives. McKinley worked closely with architects, engineers, and stakeholders to align project plans with client specifications and regulatory requirements. He maintained detailed delay reports to track setbacks and adjust timelines proactively, ensuring smooth project progression. Additionally, he oversaw project schedules and coordinated teams to execute each construction phase efficiently and within budget, consistently delivering high-quality results.

Facilities Optimization and Data Analysis | SAN ANTONIO, TEXAS

McKinley served as a key contributor on an Air Education and Training Command (AETC) project, collaborating with internal teams and external stakeholders to deliver data-driven solutions. His contribution was to produce detailed space utilization studies, cost estimations, and facility assessments for over 160 buildings to enhance operational efficiency and support mission objectives. McKinley spearheaded the collection and analysis of data from diverse sources, including surveys, site visits, and historical records, ensuring comprehensive evaluations to inform project recommendations. His detailed reports, cost-benefit analyses, and presentations provided leadership and stakeholders with clear insights into project progress and resource allocation.





Chris has 22 years of professional experience in the geospatial and digital solutions field and has been with Matrix 18 years. As a certified GIS Professional, Chris will be responsible for analyzing data and leveraging technology to provide full visibility of the conceived projects in ArcGIS Online. Chris is an industry leader in designing and implementing facilities inventory databases with demonstrated experience harnessing several industry leading asset management platforms, Esri's ArcGIS Field Maps, and Fulcrum software. We typically use mobile GIS technology and tablets when performing our onsite assessments. These data are fed to a cloud-based database and then visualized in maps and summarized in data dashboards. Chris is adept at data transformation and reporting to arrive at data-driven solutions to guide capital plans.

Education

- M.S.** Geographic Information Science, University of Denver, 2006
- B.A.** Geography, University of Denver, 2003
- B.S.** Environmental Science, University of Denver, 2003

Professional Registrations/Affiliations

Geographic Information Systems
Professional (GISP) #91306

Technical Skills

GIS Software: Esri ArcGIS Suite
CAD Software: AutoCAD
GPS Units: Trimble's Line of Products
Programming: VB.NET, VBA, HTML, Python, JavaScript, and SQL
Databases: SQL Server, Oracle, MySQL, and Microsoft Access
Reporting Software: Crystal Reports

RELEVANT EXPERIENCE

Crestview Facilities Inventory and Operational Assessment | CRESTVIEW, FLORIDA

Chris served as the Database Lead and facilitated the field data collection for 45 City buildings and facilities. Field crews were able to efficiently complete the assessment, and the results were immediately available as a web map. The database was designed to facilitate a room-by-room data capture and analysis, documenting every major system and component through detailed field attribution and integrated photos.

Pueblo Chemical Agent Destructive Pilot Plant Reuse Assessment | PUEBLO, COLORADO

PuebloPlex is 15,847-acre redevelopment opportunity 15 miles from the City of Pueblo and the former site of the U.S. Army Pueblo Chemical Depot. Among other tasks, Matrix has field assessed 95 buildings, including 38 at the pilot plant, detailing amenities, condition, and future use recommendations. Chris customized Fulcrum to allow for easy data collection on tablets and instant synchronization with a web-based database. Items collected included structural, environmental, electrical, plumbing, fire protection, and HVAC assessments as well as assessments for immediately adjacent supporting infrastructure. The superior organization of the data allowed Matrix to quickly produce automated assessment reports containing detailed information, recommendations, and supporting images and schematics.

Kerrville Facilities Condition Assessment and Maintenance Plan | KERRVILLE, TEXAS

Matrix forecasted capital improvement requirements for 19 public facilities with the goal of determining their budgeting needs for the next 20 years. Chris designed the GIS database to establish complete asset visibility for components such as for heating, ventilation, HVAC, fire protection, interior finishes, foundations, electrical, and ADA compliance. Matrix developed investment strategies that accounted for the full spectrum of facility sustainment activities, from routine maintenance to major renovations and replacements. This approach layered immediate and urgent requirements with maintenance activities that extend the life of each facility and ensure ongoing service to the public, while also accounting for the budget constraints in each fiscal year.

El Paso County Asset Management – Infrastructure, Strategic Plan | COLORADO SPRINGS, COLORADO

Chris served as the Analytics & Modeling Task Lead developing an infrastructure asset management plan in support of the Board of County Commissioners approved 2022/2023 Strategic Plan. Specifically, Chris facilitated the development of a prioritization framework associated with a 10-year capital forecast model across the five major asset classes of facility, fleet, roadway, stormwater, and parks. Matrix developed strategies to fund, manage, and improve public-owned infrastructure through implementation of a comprehensive asset management program, developed asset management plans for the five major classes, and defined a multi-year financial strategy to determine how capital plans and operations/maintenance costs drive annual budget appropriation schedules to meet standard levels of service.



4. PROJECT APPROACH

The Town recognizes that there are different approaches that can lead to the desired outcomes that have been noted in this RFP. Respondents shall demonstrate the understanding of the Services and the steps they will undertake to accomplish the scope of work. (Note, during contract negotiation, the Town reserves the right to modify the above-mentioned scope of services and tasks/task order based on project approaches that may be recommended by respondents).

Discuss the firm's unique ability, if any, to professionally deliver Facilities Master Plan services. In your approach, outline:

- *Any modifications you would suggest to the tasks and/or their suggested order.*
- *Your approach to performing the tasks and include the timeline for each task to be completed.*
- *Your approach to the master plan efforts and how/when/plan to engage stakeholders.*
- *Methods your firm proposes to use to manage the project and communicate with stakeholders.*
- *Methods your firm proposes to gather input.*
- *Data the consultant expects the Town of Camp Verde to provide.*
- *Any risks and strategies to mitigate them.*

(Proposer to include response here)

Overview of Proposed Solution

Matrix has a deep understanding of the Town of Camp Verde's ("Town") requirements and challenges because we have helped similar communities across the nation successfully tackle the same obstacles. The Town's focus on maintaining its western, rural, friendly, and historic atmosphere with scenic beauty, while meeting the needs of its citizens, is best pursued with a clear understanding of the condition and utilization of its public facilities. Armed with this information, the Town can move forward decisively to improve public services, making creative use of alternative funding sources while optimizing the use of its existing budget.

Project Management

Matrix believes that project management is an integral part of any successful project, and through our structured project management approach, we consistently complete projects on schedule and within budget. All our projects contain an ongoing project management task list that includes:

- Scheduling
- Budget monitoring
- Resource tracking
- Status reporting
- Technical guidance
- Quality assurance/Quality control (QA/QC)

Comprehensive QA/QC measures are established for each project to ensure that all stakeholder and community input is properly documented and considered, and all statutory requirements are met. Our project managers will optimize information flow within the team and with the Town to ensure that knowledge of all project components is available to the Town whenever needed.

Our core management team—including the Project Director, Project Manager, and the QA/QC Lead—will oversee every aspect of the project and serve as the primary liaison with the Town, ensuring smooth coordination and consistent alignment with project goals. This team’s proven track record in engaging with local elected officials, federal and state agencies, and community partners enables us to navigate complex stakeholder landscapes, anticipate potential challenges, and keep projects moving forward efficiently. By fostering clear and effective communication, we will minimize delays and create a collaborative environment that positions the Town for success from day one.

Partners, Collaborators, and Facilitators

Our team will serve as an extension of your staff and a partner in the transformation of facilities and the realization of the Town’s vision to champion a knowledgeable and engaged community. We will coordinate and collaborate from day one, ensuring responsive and effective work that meets or exceeds project goals. Our analysts, planners, and engineers pride themselves on leveraging their extensive skill sets to conduct thorough and accurate analyses that reveal the story embedded in the data, rather than relying upon assumptions.

The best analysis, even with mountains of available data, remains useless if it does not identify feasible actions to pursue. More importantly, any recommendations must have a measurable impact across the Town and be informed by those they affect. Fortunately, Matrix’s consultants are trained facilitators and routinely conduct workshops, charrettes, and public hearings as part of the development of strategic plans for municipalities and federal clients alike. We translate technical information into easy-to-understand terms. Our team leaders have facilitated discussions that have not only produced consensus-based solutions, but also established lasting, enhanced coordination and cooperation. We relay this story to clients and others through compelling and easily understandable data visualizations.

Outreach

Matrix understands that, for a project to achieve the greatest possible impact, the process must build consensus and obtain buy-in from stakeholders and other participants along the way. Without their participation and support, gaps will result, and the optimal outcome of the project will not be achieved. However, if stakeholders are brought into the process early, provided full access to the data, and given opportunities to actively participate, then the chances of achieving a complete picture of the requirements are dramatically improved.

Matrix is nationally recognized for implementing a variety of engagement techniques tailored for each client’s needs. From brainstorming sessions to surveys, SWOT analyses, and more, our engagement toolbox ensures the right people remain involved and active throughout the process. Development and implementation of a robust asset management program is often a challenge because the program confronts the status quo.

Organizations are accustomed to doing things a certain way and they often struggle to embrace new or different ideas of how to do business. In Matrix’s experience, this is not an issue with aptitude, but rather with attitude. Personnel can be trained on new tools or software systems that

replace old ones, but often they may become frustrated because they do not know why the change is necessary.

Space Use

Our primary objective is to collaboratively optimize space in an informed and strategic manner, aligning with the Town's vision and uncovering opportunities for future value enhancement. Matrix will focus on maximizing efficiency, flexibility, and collaboration while addressing the unique needs.

Matrix is committed to presenting the Town with a comprehensive space plan that is not only adaptive to current circumstances, but also lays the foundation for future facility usage. Growth is always anticipated, making this space planning effort a pivotal endeavor for the Town, necessitating thoughtful consideration regarding facility use. Our methodology for strategizing efficient space use will consider the current space configuration, short- and long-term facility modifications and expansions, as well as new construction needs.

Facility Condition Assessments

The first step toward developing an asset management plan is understanding the current state of the asset portfolio. This is commonly referred to as asset visibility. Complete asset visibility is focused primarily on two factors: inventory and condition.

Inventory

The focus of asset inventory is on capturing the different characteristics or attributes of each asset. For a facility, there are several important attributes to capture. For example, all facilities have roofs, but the roof type, installation date, material, and other characteristics are all important attributes to inventory. They affect the lifespan of the asset, as well as maintenance, repair, and replacement costs. In an ideal state, every significant attribute affecting the total cost of ownership of Town facilities should be captured, but this approach is not always cost-effective.

At a minimum, however, the following key systems from the American Society for Testing and Materials (ASTM) UNIFORMAT II should be inventoried:

- B20: Exterior Enclosure
- B30: Roofing
- C10: Interior Construction
- D20: Plumbing
- D30: HVAC
- D40: Fire Protection
- D50: Electrical

Condition

Once all assets have been inventoried, the next step is to assess the condition of those assets at the component level. An asset's condition can be assessed in a variety of ways, but the simplest and most cost-effective method is a direct condition rating as described below:

- **Excellent:** The asset meets all original performance specifications, and there are no signs of visible degradation. The asset is reasonably expected to stay in good condition throughout its expected lifetime with minimal planned preventive maintenance. No major capital improvement or investment is warranted within the next 5 to 10 years.

- **Good:** The asset is showing minimal signs of visible degradation consistent with expected use without any known reports of failure. The asset is completely operational and is properly engineered to meet functional demands. Routine preventive maintenance should continue as scheduled to ensure the asset reaches its full expected life cycle.
- **Fair:** The asset is still meeting most of its original performance specifications but is showing signs of visible degradation or failures that have been reported. While still operational, the asset is not properly engineered to meet functional demands. Some system elements meet code compliance (e.g., are ADA-compliant), but enhancements are still warranted. Capital improvements will likely be needed within the next 5 to 10 years.
- **Poor:** The asset completely fails to meet its original performance specifications, is nearing the end of its life expectancy, has repeatedly experienced outages or maintenance issues, and/or is in clear violation of code(s). Alternatively, code requires this system (e.g., fire detection systems), but it was not visible during survey. Capital improvements will likely be warranted within the next 1 to 5 years if the facility is retained.

Project-Specific Approach

Task 1. Project Management & Kick-off

The first six weeks of the contract will focus on logistics and scheduling for the remainder of the contract period of performance. The Matrix team will participate in an in-person kick-off meeting with the Town staff, the goal of which will be to identify all key stakeholders and to tentatively schedule all requested stakeholder engagement meetings. During this period, the Matrix team will furnish a request for owner/user documentation and information, including, but not limited to, appraisals of existing properties, certificates of occupancy, safety inspection records, warranty information, records indicating the age of material building systems, historical costs of incurred repairs, descriptions of future planned improvements, and previously prepared property physical condition reports, as-built drawings, and GIS information.

To ensure overall project success, we recommend that the Town staff:

- Participate in an in-person kick-off meeting to initiate the project.
- Identify key stakeholders for the Matrix team to engage throughout various stages of the project.
- Furnish relevant information for the Matrix team to understand and analyze existing asset inventory and condition baseline, if available.

Task 2. Space & Programming Needs Assessment

Subtask 2.1. Stakeholder Engagement

Matrix will be conducting interviews with key personnel from each department as a vital component to better understand the Town's challenges and objectives. This personalized approach will allow us to build on valuable insights gathered from the on-site condition assessments. Using the latter as a foundation, interviews will allow stakeholders to discuss in further detail the requirements and aspirations of each department. Ideally, interviews would take

place virtually for scheduling flexibility. Active participation from key personnel will be crucial during these interviews. Firsthand knowledge and perspective will contribute significantly to the development of a Facility Master Plan that aligns seamlessly with the unique requirements of each department.

Subtask 2.2. Space-Use Analysis

Matrix recognizes that the life cycle of a facility includes many iterations of use, repair, and retrofitting. Often the configuration of a facility today does not remotely resemble the original design. These changes aptly reflect the ever-changing climate of innovative services rendered, community needs, and available resources to support. Through these episodes of necessary growth and transformation, certain facility spaces reveal themselves to be ill-suited for their new programs, or at least not optimized for those activities. Through an in-depth review of facility drawings and observations captured during the facility condition assessments, Matrix will conduct an analysis of the current and prospective space use, with a focus on facility size, layout, and storage considerations and services.

Subtask 2.3. Operational Evaluation

Matrix will partner with the Town to identify and develop key performance indicators (KPIs). These KPIs will focus on determining acceptable performance levels for all Town facilities. Example levels of service may be based on life, health, and safety issues; space utilization; or a facility's functionality, efficiency, and sustainability, and they will be tailored specifically to the Town's unique facility portfolio.

Subtask 2.4. Parking Analysis & Forecasting

The Matrix team will inventory the existing parking availability and collect usage data to determine get a proper site picture of day-to-day demand. While analyzing how and when each parking area is utilized, close attention will be paid to peak versus off-peak usage, zone utilization such as areas that support large complexes and geographic surpluses or deficits. Armed with the information from the previous Operational Evaluation, the Matrix team will forecast changes in demand impacted by organizational change (both pursued and proposed) in addition to potential capital improvements such as new construction, expansion, or demolition. This information will be used to identify opportunities for parking optimization, new parking facilities, and alternative solutions (e.g. bicycle parking, public transit, carsharing programs).

Task 3. Facility Condition Assessments

Subtask 3.1. GIS Mapping & Data Management

The complexity inherent in producing a truly comprehensive Facility Master Plan cannot be understated. Matrix's in-house GIS and data management specialists are industry experts in efficiently managing sizable and complex datasets, synthesizing information into customer-friendly graphical models, relevant tools and services, and turnkey data-collection solutions. To ensure that facility condition assessments are conducted as efficiently as possible, chiefly to ensure minimal interruption to Town operations, the Matrix team will customize and use Fulcrum software, which is a multi-user, cloud-based, geotagged mobile data-collection platform capable of capturing the most minute detail of each facility system. This platform makes the data

accessible, exportable, and available for the Town's future uses. Matrix has relevant experience migrating data between asset management software platforms and can pivot as necessary to ensure data transparency.

Subtask 3.2. Inventory & Condition Assessments

Most on-site efforts for this project will take place as part of this task. We will perform in-person visits at all identified facilities to assess their condition, functionality, and utilization. We recommend assigning points of contact from the Town to escort the Matrix team into all facilities, mechanical rooms, and other secured sites. To make the best use of the data collected at these sites, we will customize and use Fulcrum software, as noted above.

Subtask 3.3. Requirements Definition

Before assessing affordability, the Town must first understand the total cost of any necessary capital improvements. The first step in the planning and programming process is to determine which facilities will be retained, expanded, demolished, or relocated. The Matrix team will identify sustainment, repair, expansion, and construction recommendations consistent with the Town's priorities coupled with the findings of the facility condition assessments. This process will be completed for every asset to create an initial requirement pro forma.

Subtask 3.4. Sustainment Cost Estimating

Matrix will identify recommended remedies for physical deficiencies (maintain, repair, or replace) based on sound asset management principles that minimize life-cycle costs and find the sweet spot for capital investment. Anticipated project costs will closely follow the ASTM 2018-15, Sec. 9.3, *Opinions of Costs Attributes*. The requirements for major capital investment opportunities (relocating existing facilities or constructing new ones) will be defined in greater detail using a programming document outlining projected design costs, supporting facilities, contingencies, and a detailed assembly report consistent with AACE International recommended practice No. 56R.08 for Class 5 estimates.

Subtask 3.5. Summary of Findings Reporting

Facility condition reporting is an important aspect of the assessment process, and a standard element outlined in ASTM E2018-15. *Property Condition Assessments: Baseline Property Condition Assessment Process*. This process documents observations and opinions developed during completion of the assessment, specifically identifying existing physical deterioration and/or loss of functionality. Matrix will provide a description of work required to cure deficiencies in the building or its component systems.

Task 4. Facilities Master Planning

Subtask 4.1. New Construction Cost Estimating

Matrix will develop anticipated project costs which will closely follow the ASTM 2018-15, Sec. 9.3, *Opinions of Costs Attributes*. The requirements for major capital investment opportunities (relocating existing facilities or constructing new ones) will be defined in greater detail using a programming document outlining projected design costs, supporting facilities, contingencies, and

a detailed assembly report consistent with AACE International recommended practice No. 56R.08 for Class 5 estimates.

Subtask 4.2. Requirements Prioritization

All needs will be prioritized based on the risk profile to create an unconstrained but comprehensive list of capital improvement needs. Available resources for the given fiscal year will be overlaid on the list to determine what requirements can be funded in that year. Requirements will be moved up or down the prioritized list as required to optimize investments in a particular year, specifically targeting short-term (1-3 years), mid-term (4-6 years), and long-term (7-10 years) requirements. Matrix will collaboratively work with the Town staff for this project to develop consensus around the final capital needs forecast.

Subtask 4.3. Funding Research

A fundamental supporting task required for true facilities master planning involves developing an executable investment strategy. The investment strategy will involve research into existing budgets, cost sharing, and other opportunities to identify potential revenue-generating activities to support the overall capital improvement program. Once available opportunities and budgets are assessed, Matrix will develop a proposed investment strategy that may be considered for implementation.

While the initial investment strategy will focus primarily on asset conditions and the probability that an asset may fail, there may also be non-risk factors that drive investment. For example, building a new facility ahead of other repair projects so that an existing facility can be vacated and sold may make good business sense. While the new facility requires a high front-end capital investment, generating revenue by selling the vacated facility will serve as a useful tool to inject capital into future projects.

Selling existing facilities is one means of generating revenue, but it will likely not be enough to execute all capital improvements that are required, particularly considering the Town's existing backlog. As such, alternative forms of funding should be considered to help expedite the program to the greatest extent possible. Alternative forms of funding may come in the form of grants, energy savings performance contracts, enhanced use leases, and other unique solutions.

Subtask 4.4. Master Plan Development

The entire process detailed above represents a deliberate, repeatable process to manage the facilities owned and operated by the Town. This approach represents the best way to recapitalize the assets so they can be more easily maintained going forward. As previously stated, it is much more cost-effective to keep good facilities good through an intense preventative maintenance and repair program. Focus is aptly placed on improving access to services, bringing the community together, and championing responsible stewardship of public resources. The comprehensive Facility Master Plan will incorporate findings from all previous scope elements.

Subtask 4.5. Final Production

Matrix will adjudicate every element of the Master Plan's core technical content with the Town, with special emphasis on the overarching strategic principles, practical operational implementation, and critical next steps required for success. Once approved by the Town, Matrix

will use its in-house editors and graphical production team to craft a truly polished final product ready for print and wider dissemination supporting both senior leader presentations and future advocacy and partnership efforts.

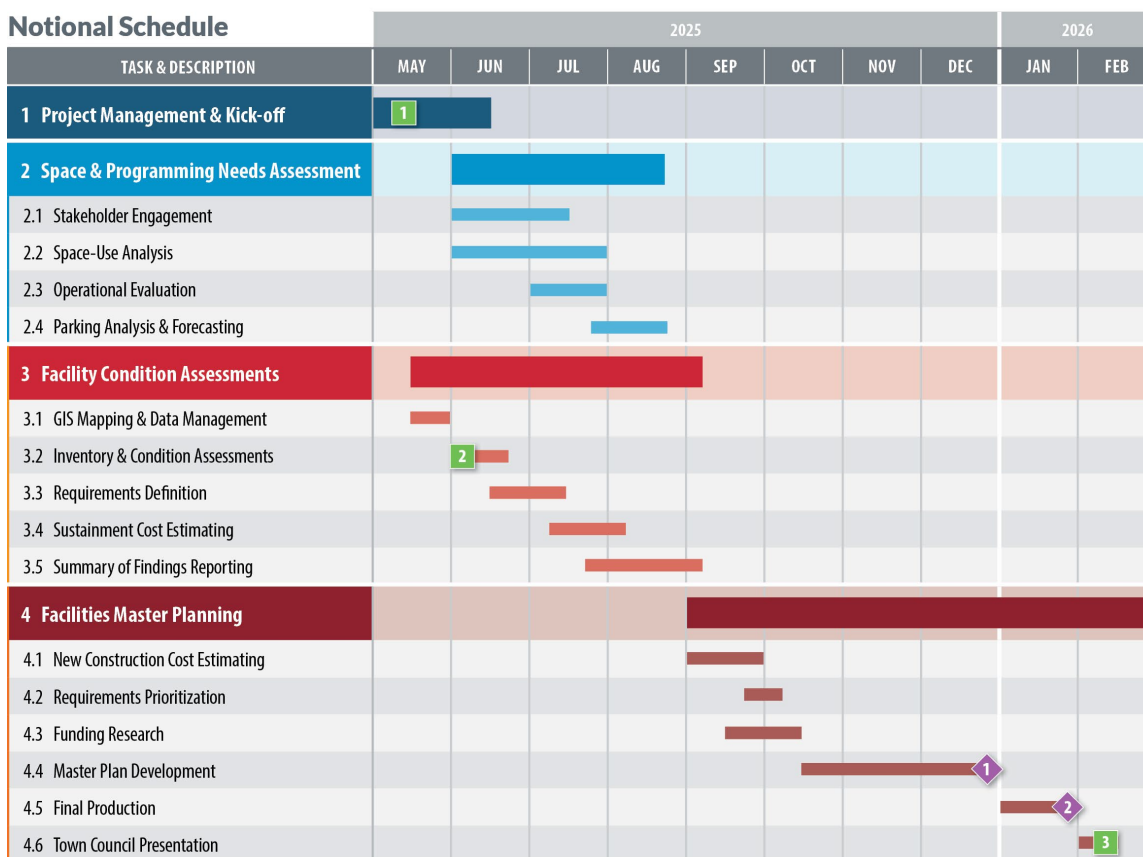
Subtask 4.6. Town Council Presentation

Matrix will present the final plan to the Town's leadership team, in-person. This presentation will include a summary of the methodology and key findings, a list of critical recommendations, and an explanation of the pros and cons associated with each proposed course of action.

Schedule

We're confident that this process, from start to finish, can be completed in 9-12 months depending on the needs and objectives of the Town. A notional schedule is shown below. We look forward to the opportunity to discuss this proposal with the Town of Campe Verde and negotiate a more detailed timeline that meets the needs of this project and the Town.

Matrix designs project schedules to be flexible to the needs of project shifts, as some small changes inevitably occur over the life of a project. This built-in flexibility is often a key to maintaining the dates of key deliverables and meeting the overall project schedule to complete the project on time.



Meetings and Presentations:

- 1 Kick-off Meeting
- 2 Facility Condition Assessments
- 3 Town Council Presentation

Deliverables:

- 1 Draft Facilities Master Plan
- 2 Final Facilities Master Plan

5. PRICE

Matrix will complete the Facilities Master Plan project on time and within the firm fixed-price budget, which includes all direct and indirect costs. With experience conducting a wide range of similar projects, we create budgets that are not so much estimates as they are reflections of our knowledge of what it takes to develop an outstanding product.

Matrix is eager to partner with the Town to find a mutually beneficial solution that meets all of the goals of the RFP. To that end, while the proposed costs accurately reflect the level of effort warranted for comprehensive Master Plan, Matrix is willing to negotiate with the Town to find a cost solution that fits within its budget.

Task	Cost
Task 1. Project Management & Kick-off	\$11,861
Task 2. Space & Programming Needs Assessment	\$28,717
<i>Subtask 2.1. Stakeholder Engagement</i>	\$5,619
<i>Subtask 2.2. Space-Use Analysis</i>	\$9,364
<i>Subtask 2.3. Operational Evaluation</i>	\$7,804
<i>Subtask 2.4. Parking Analysis & Forecasting</i>	\$5,931
Task 3. Facility Condition Assessments	\$44,324
<i>Subtask 3.1. GIS Mapping & Data Management</i>	\$4,682
<i>Subtask 3.2. Inventory & Condition Assessments</i>	\$19,041
<i>Subtask 3.3. Requirements Definition</i>	\$5,619
<i>Subtask 3.4. Sustainment Cost Estimating</i>	\$9,052
<i>Subtask 3.5. Summary of Findings Reporting</i>	\$5,931
Task 4. Facilities Master Planning	\$39,954
<i>Subtask 4.1. New Construction Cost Estimating</i>	\$8,428
<i>Subtask 4.2. Requirements Prioritization</i>	\$5,619
<i>Subtask 4.3. Funding Research</i>	\$4,370
<i>Subtask 4.4. Master Plan Development</i>	\$15,295
<i>Subtask 4.5. Final Production</i>	\$4,370
<i>Subtask 4.6. Town Council Presentation</i>	\$1,873
Total Cost	\$124,856

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

(Proposer to include response here)

We are in receipt of Addendum #1.

CONFLICT OF INTEREST STATEMENT:

If Proposer indicated they have a conflict of interest on the Offer Sheet, Proposer must provide details here.

(Proposer to include response here)

Matrix has no conflicts of interest.

Cover Letter

(Proposer to include response here)

Included as Page 2 of this proposal.

TOWN OF CAMP VERDE, ARIZONA

AUTHORIZED SIGNATURE FORM

Camp Verde Agreement Number: 25-205

Consultant Name: Matrix Design Group, Inc.

WHEREAS, the Town of Camp Verde requires that Consultant execute documents necessary for the prompt and efficient execution of the business related to the AGREEMENT;

NOW, THEREFORE, on behalf of the Consultant, I hereby declare that

Charles D. Perham

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Consultant the following documents:

1. The AGREEMENT
2. The Bond
3. Payrolls
4. Claims
5. CHANGE ORDERS
6. All other papers necessary for the conduct of the corporation's affairs and the execution of the AGREEMENT

The above-named person is granted the authority and duties herein referenced for the duration of the AGREEMENT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Consultant is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Charles D. Perham

Name

Senior Vice President

Title

(Seal of Corporation)

STATE OF Arizona)
) ss.
County of Maricopa)



I, Charles D. Perham of the Matrix Design Group, Inc.
corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the
Board of Directors of said corporation, at a meeting of said Board held on the 30th day of
August, 2022, and that the same is in full force and effect at this time.

DATED March 27, 2025.

Charles D. Perham
(Officer of Corporation)



(Seal of Corporation)

STATE OF Arizona)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 27th day of March,
2025 by Charles D. Perham, appearing before the
undersigned Notary Public, and stated that he executed such instrument on behalf of said
corporation for the purpose and consideration therein expressed.

Notary Public:

My Commission Expires:

December 14, 2027



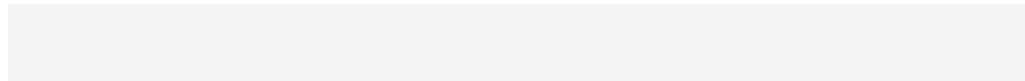
MATRIX DESIGN GROUP (and all affiliated companies)
CORPORATE AUTHORITY TO EXECUTE CONTRACTS

Revised:
8.30.22

CORPORATE OFFICER	CEO	COO	EVP	SVP	VP	AVP
MSA/PSA/Sub-Consulting Agreement/Task Order Agreement/Amendment	> \$10,000,000	Up to, including \$10,000,000	Up to, including \$ 5,000,000	Up to, including \$ 1,000,000	Up to, including \$ 250,000	Only with delegation from VP \$250,000
Design-Build Agreements	> \$10,000,000	Up to, including \$10,000,000	Up to, including \$ 1,000,000	Up to, including \$250,000	Only with delegation from VP \$250,000	

Notes:

1. Delegation of signing authority may be granted one level below authorized level if done so in writing.
2. Before requesting approval and signature of any agreement, a legal and commercial review must be completed.



Attachments and Required Forms

PROPOSAL FORM

Proposal Form: For the proposal opening February 27, 2025 for services.

Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

Agreement Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into an Agreement with the Town of Camp Verde within ten (10) days after the Town's acceptance of this proposal at the listed scheduled price.

Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

The State of Arizona)
)
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

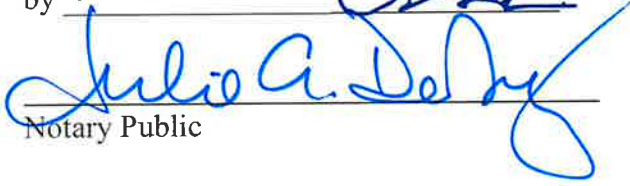
That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the Agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. 1 issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Charles D. Perham
Name

Senior Vice President
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 27th day of March, 2025,
by Charles D. Perham 


Notary Public

December 14, 2027
My Commission Expires:





Town Council

Agenda Information Memorandum

Meeting Date: August 6, 2025

Agenda Item Type:

- | | | |
|--|---|--|
| ☐ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☒ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Town Manager

Staff Resource: Town Manager Miranda Fisher

Agenda Title: Consideration and possible approval of RFP 25-213 for the Town's Development Impact Fee study.

Attached Documents:

- Request for Proposal #25-213

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: Capital Improvement Project
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

For the FY26 budget, the Town Council has allocated \$100,000 for a Development Impact Fee Study.

Background Information:

The Town of Camp Verde is soliciting proposals from qualified consulting firms to prepare a comprehensive Development Impact Fee Study in accordance with Arizona Revised Statutes (A.R.S.) §9-463.05. The study will guide the Town in re-establishing legally defensible development impact fees that proportionally allocate the cost of growth-related infrastructure and services.

The Town is considering the inclusion of impact fees in the following categories: land use, water and wastewater, police, parks, and administration (e.g., library). Consultants should provide a detailed scope of services and associated pricing that reflects these categories.

The selected consultant shall work closely with Town staff, the Town Attorney, and other relevant stakeholders to develop a legally compliant, financially sound, and publicly supported Development Impact Fee Program. The study will result in a comprehensive impact fee schedule tied to projected growth and capital needs, in accordance with A.R.S. §9-463.05. The project shall include, at a minimum, the tasks and deliverables outlined in the Scope of Work.

Connection to the [FY25-FY30 Strategic Plan](#)

This project is closely aligned with the Town's FY25–FY30 Strategic Plan under the Community Infrastructure goal, supporting expanded infrastructure to meet future development and community needs.



Town Council Agenda Information Memorandum

Question(s) before the Council:

- Does the Council have any questions about the Development Impact Fee Study request for proposal?

Proposed Motion:

I move to **APPROVE** publishing RFP #25-213 Development Impact Fee Study.



Request for Proposals (RFP) Town of Camp Verde Development Impact Fee Study RFP #25-213

Work Summary	The Town of Camp Verde is soliciting proposals from qualified consulting firms to prepare a comprehensive Development Impact Fee Study. The study must comply with Arizona Revised Statutes (A.R.S.) §9-463.05 and include development of Land Use Assumptions (LUA), Infrastructure Improvements Plan (IIP), and a Development Fee Report. The selected consultant will support the Town through all legal noticing and adoption processes required for impact fee implementation.
Award Terms	The initial Agreement term will be 2-years and will commence upon execution of the Agreement and issuance of the Notice to Proceed.
Issue Date	Thursday, August 7, 2025
Due Date	Thursday, September 4, 2025; 1:00 PM Local Arizona Time
Inquiries	The deadline for inquiries is August 28, 2025 at 1:00 PM, Local Arizona Time. Questions and/or inquiries must be emailed to Town Manager Miranda Fisher at Miranda.Fisher@campverde.az.gov . Questions submitted after this date and time will not receive a response. The Town of Camp Verde reserves the right to issue RFP amendments after the question and answer period. It is each Proposer's responsibility to check the website www.publicpurchase.com for addenda to this RFP. This Request for Proposals may only be modified by a written Addendum.
Pre-Submittal Meeting	Monday, August 25, 2025; 11:00 AM Local Arizona Time Microsoft Teams meeting Meeting Link Meeting ID: 278 358 887 402 Passcode: ei357Jp3
Submittal Process	Proposals will be emailed to Town Manager Miranda Fisher at Miranda.Fisher@campverde.az.gov on or before 1:00 PM Local Arizona Time September 4, 2025. The proposal shall be in pdf format and all required information must be included. Once your proposal is received you will receive email confirmation from Miranda Fisher.
Document Availability	The Proposal Documents consist of parts: I. Background, II. Scope of Work, III. Proposal Content and Submittal, IV. Evaluation and Award and V. Solicitation Terms and Conditions. Documents can be downloaded at www.PublicPurchase.com or by contacting the Town Hall by emailing Miranda.Fisher@campverde.az.gov or calling (928) 451-3670.
Contact	Town Manager Miranda Fisher, Miranda.Fisher@campverde.az.gov
Equal Opportunity	Camp Verde is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

TABLE OF CONTENTS

Contents

1.0 Background	3
2. Scope of Work	3
3. Proposal Content and Submittal.....	5
3.1. Submittal Checklist.....	5
3.2. Submittal Instructions	6
3.3. Requirements for Proposers	6
4. Evaluation and Award	9
4.1. Evaluation Criteria.....	9
4.2. Selection Process, Award and Protest Procedures	11
5. Solicitation Terms and Conditions.....	13

Supplemental Documents

Consultant Agreement.....	14
Response Workbook	21
Addendum Responses and Acknowledgement	26
Conflict of Interest Statement	26
Reference Forms	27
Attachments and Required Forms	28

1. Background

In 2007, Camp Verde voters authorized the collection of development impact fees to fund infrastructure improvements. These fees were suspended in 2011 following changes to state law that required a new study and updated infrastructure planning. As of 2025, the Town is considering reinstating impact fees and seeks to better understand the associated costs and processes through a professional study.

2. Scope of Work

The Town of Camp Verde is seeking to prepare a comprehensive Development Impact Fee Study in accordance with Arizona Revised Statutes (A.R.S.) §9-463.05. The study will guide the Town in re-establishing development impact fees that proportionally allocate the cost of growth-related infrastructure and services.

The Town is considering the inclusion of impact fees in the following categories: land use, water and wastewater, police, parks, and administration (e.g., library). Consultants should provide a detailed scope of services and associated pricing that reflects these categories.

The selected consultant shall work closely with Town staff, the Town Attorney, and other relevant stakeholders to develop a legally compliant, financially sound, and publicly supported Development Impact Fee Program. The study will result in a comprehensive impact fee schedule tied to projected growth and capital needs, in accordance with A.R.S. §9-463.05. The project shall include, at a minimum, the tasks and deliverables outlined in the Scope of Work.

Task 1: Project Initiation & Management

- **Kickoff Meeting:** Conduct a kickoff meeting with Town leadership and designated staff to review project goals, schedule, data needs, and communication protocols.
- **Work Plan:** Prepare a detailed project work plan and timeline, identifying milestones, stakeholder engagement opportunities, and key deliverables.
- **Status Reporting:** Provide monthly progress reports to the Town Project Manager either in written format or virtual meeting.

Task 2: Data Collection and Review

- **Compile Baseline Data:** Work with Town staff to gather all relevant plans, maps, financial documents, utility master plans, capital improvement plans (CIP), infrastructure inventories, and historical development data.
- **Evaluate Existing Conditions:** Analyze the Town's current infrastructure capacity, service levels, and cost recovery systems for police, parks, administration (e.g., library), transportation, water, wastewater, and land use patterns.

Task 3: Land Use Assumptions (LUA)

- **Population & Employment Projections:** Prepare a 10-year forecast of residential and non-residential development, including population, housing units, jobs, and square

footage.

- **Growth Areas Identification:** Map areas where future growth is anticipated, including densities and intensities.
- **LUA Documentation:** Produce a formal Land Use Assumptions Report that complies with A.R.S. §9-463.05.

Task 4: Infrastructure Improvements Plan (IIP)

- **Identify Service Areas:** Define logical service areas for each facility type (police, parks, water, sewer, etc.).
- **Facility Planning:** Identify new or expanded facilities needed to serve new development over the 10-year period. This should include sizing, timing, and capital cost estimates.
- **Cost Allocation:** Allocate costs to growth-related demand only and ensure proportionality as required by state law.
- **Documentation:** Prepare the IIP per statutory requirements and ready for public review.

Task 5: Development Fee Calculation and Report

- **Fee Calculation Methodology:** Calculate impact fees using methodologies consistent with professional standards and legal defensibility. Include models that accommodate per-unit or per-square-foot calculations based on land use type.
- **Sensitivity Testing:** Conduct optional scenario modeling to test potential fee outcomes under varying growth and cost assumptions.
- **Documentation:** Prepare a Development Fee Report summarizing assumptions, calculations, and justifications for each proposed fee.

Task 6: Public Engagement & Statutory Noticing

- **Noticing Compliance:** Assist the Town in meeting all statutory noticing requirements, including 60-day and 30-day public review periods for LUA/IIP and fee reports.
- **Public Hearings:** Present at a minimum of four public meetings:
 - One for LUA/IIP public hearing
 - One for LUA/IIP adoption
 - One for Development Fee public hearing
 - One for Development Fee adoption
- **Stakeholder Communication:** Help prepare FAQ sheets, website content, and graphics for public outreach.

Task 7: Implementation Guidance

- **Advisory Committee Support or Audit Recommendation:** Assist the Town in forming an advisory committee or outline steps for conducting a biennial audit to comply with A.R.S. §9-463.05(C)(2).
- **Policy Templates:** Provide draft policy templates for fee collection, fund tracking, and annual reporting.
- **Staff Training:** Offer at least one training session for Town staff to explain fee collection methodology and implementation procedures.

3. Proposal Content and Submittal

3.1.Submittal Checklist

As part of the RFP process, all Proposers are to review, complete, and submit the following proposal components and compliance documents **IN ORDER FOR THE PROPOSAL TO BE RESPONSIVE. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.**

Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed. The Town reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process. Proposals **MUST** include the following components and compliance documents listed in the checklist.

1. **COVER LETTER:** Include a one-page cover letter that contains a general statement of the purpose for submission, and the following detailed company information:
 - a. **BUSINESS ORGANIZATION** State the full name and address of your organization, and if applicable, any branch office or other subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation; if a corporation, indicate the state in which you are incorporated. Include email addresses and phone numbers for all key personnel.
 - b. **AUTHORIZED NEGOTIATIONS** Include the names, email addresses and phone numbers of personnel of your organization authorized to negotiate the proposed contract with the Issuing Office.
2. **PROPOSAL NARRATIVE:** Include responses to all components outlined below in a proposal narrative. Proposers shall complete the fillable **“RESPONSE WORKBOOK”** (attached as an appendix to this solicitation) and submit as their proposal. Please supplement your WORKBOOK responses with designs and work samples in a separate attachment. Total RFP submission shall be limited to 50 pages.
3. **COST PROPOSAL:** Complete the cost and staffing proposal found in the fillable **“RESPONSE WORKBOOK.”**

4. **REQUIRED COMPLIANCE DOCUMENTS:** Complete the required compliance forms and documents listed in the checklist below and found in the fillable “**RESPONSE WORKBOOK.**”

All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

PROPOSAL CHECKLIST	
Follow this sequence in presenting a proposal, with the checklist as the Table of Contents. Proposals must be ordered as indicated on this form. All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.	
Page #	
PROPOSAL SUBMITTAL	
The proposal prices offered have been reviewed.	
Proposal Package/Envelope has been identified with proposal number and title.	
The Agreement Time and/or schedules have been included.	
The proposal is submitted by the time specified above	
Any addendums have been included/noted in Offer Section.	
PROPOSAL DOCUMENTS	
One-page Cover Letter (on company letterhead)	Response workbook
Table of Contents/Proposal Checklist	Response workbook
Proposal Narrative- FIRM OVERVIEW	Response workbook
Proposal Narrative- FIRM EXPERIENCE	Response workbook
Proposal Narrative- PROJECT TEAM	Response workbook
Proposal Narrative- PROJECT APPROACH	Response workbook
Proposal Narrative- PRICE:	Response workbook
REQUIRED RFP COMPLIANCE DOCUMENTS	
Addendum Acknowledgement	Response workbook
Authorized Signature Form	Response workbook
Proposal Form (Proposals not signed in this section will not be considered)	Response workbook

3.2.Submittal Instructions

3.2.1 *Format.*

Proposers shall email their proposal to Town Manager Miranda Fisher on or before 1:00pm Local Arizona Time on September 4, 2025.

Any bid received after the time specified will be returned rejected. It is the bidder’s responsibility to assure proposal are received via email by Town Manager (Miranda.Fisher@campverde.az.gov) on or before the specified time. The email must be clearly marked with the bidder’s name and the title “Camp Verde Development Impact Fee Study”.

3.2.2 *No Modifications.*

Modifications shall not be permitted after proposals have been opened except as otherwise provided under applicable law.

3.3.Requirements for Proposers

- 3.3.1. ***Town's Right to Reject Proposals:*** The Town of Camp Verde reserves the right

to reject any and all proposals and to waive technicalities.

- 3.3.2. **Late Proposals:** Late submittals will not be considered under any circumstances. It is the sole responsibility of the Proposer to see that his/her proposal is emailed and received by the proper time and at the proper place.
- 3.3.3. **Proposal Amendment or Withdrawal:** A proposal may be withdrawn any time before the proposal due date and time. A Proposal may not be amended or withdrawn after the proposal due date and time except as otherwise provided by applicable law.
- 3.3.4. **Public Record:** All proposals submitted in response to this solicitation and all evaluation related records shall become property of the Town of Camp Verde and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Town of Camp Verde in proposals submitted, and the information sought to be protected clearly marked as proprietary. The Town of Camp Verde will not ensure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. The Town of Camp Verde will provide 48 hours notice before releasing materials identified by the Proposal as confidential or proprietary in order for the Proposer to apply for a court order blocking the release of the information.
- 3.3.5. **Solicitation Transparency Policy:** Beginning on the date this Solicitation is issued and continuing until either the date a contract is awarded or this Solicitation is withdrawn by the Town of Camp Verde, all persons or entities who respond or intend to respond to this Solicitation, including without limitation their employees, agents, representatives, partners, subconsultants, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "Proposers"), shall only discuss matters associated with this Solicitation with the Procurement Officer designated in this Solicitation and shall not have any direct or indirect contact about this Solicitation with any other Town staff or Town official, including, without limitation, members of the evaluation panel, the Town Manager, the Mayor, or any member of the Camp Verde Town Council. As long as the subject matter of the Solicitation is not discussed, Proposers may continue to conduct business with the Town of Camp Verde.
- 3.3.6. **Persons with Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town of Camp Verde CIP Project Manager, Martin Smith. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 3.3.7. **Proposal Acceptance Period:** All proposals shall remain open for 180 days after the day of the opening of proposals, but the Town of Camp Verde may, at its sole discretion, release any proposal and return the proposal security (as applicable)

prior to that date. No Proposer may withdraw his/her proposal during this period without written permission from the Town of Camp Verde. Should any Proposer refuse to enter into an Agreement, under the terms and conditions of the procurement, the Town of Camp Verde may retain the security (as applicable), not as a penalty, but as liquidated damages.

- 3.3.8. **Clarifications.** The Town of Camp Verde reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the proposal and does not give Proposer an opportunity to revise or modify its proposal.
- 3.3.9. **Waiver and Rejection Rights.** The Town of Camp Verde reserves the right to reject any or all proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.
- 3.3.10. **Solicitation Addendum Acknowledgement.** Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the proposal on the proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the proposal.
- 3.3.11. **Evidence of Intent to be Bound.** The proposal form within the Solicitation shall be submitted with the proposal and shall include a signature by a person authorized to sign the proposal. The signature shall signify the Proposer's intent to be bound by its proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the proposal.
- 3.3.12. **Non-Collusion and Non-Discrimination.** By signing and submitting the proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submittal of its proposal; and the Proposer certifies that it does not discriminate against any employee or applicant for employment based on race, color, age, sex, religious or political affiliation, sexual orientation, gender identity, family status, marital status, national or ethnic origin, or mental or physical disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 3.3.13. **Inquiries**
- 3.3.13.1. **Duty to Examine.** It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any Consultant claim.

- 3.3.13.2. ***No Right to Rely on Verbal Responses.*** A proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

4. Evaluation and Award

4.1. Evaluation Criteria

General Evaluation Standards

The Town of Camp Verde seeks to obtain the services described in the Scope of Work. The Town of Camp Verde will evaluate proposals on the selection criteria set forth below. The Town of Camp Verde will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in the Town's sole judgment may be rejected and not considered.

The Town of Camp Verde reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its proposal rejected.

RFP Evaluation Criteria

FIRM OVERVIEW (10%)

- Office location
- Length of time in business
- Total number of employees and number of local employees
- Names of principals, their disciplines, and Arizona registration.
- Services provided by the firm
- Experience in providing similar services within the last ten (10) years
- Three (3) references
- Email and Phone Contact information for persons(s) submitting the Proposal (preferably the designated project manager who will serve as the firms' primary contact person for the Proposal)

FIRM EXPERIENCE (25%)

Provide a minimum of three (3) relevant examples of other Development Impact Fee Study's your team has completed.

Include brief description of services provided by the project team that directly relate to this contract.

- Project Name
- Location
- Client Name and Phone Number
- Budget
- Completion Date
- Indicate whether the project was completed on schedule and within budget
- Indicate any challenges encountered and subsequent solutions

PROJECT TEAM (25%)

List those individuals who will complete the work for this project. Provide the following information for each team member:

- Team assignment
- General qualifications
- Any project experience directly relevant to this Contract while with this firm
- Indicate workload and certify that no team members will be substituted without prior approval from the Town of Camp Verde.

List any firms that will act as subconsultants to your firm. Provide information regarding prior projects on which the proposed subconsultants have worked with your firm.

PROJECT APPROACH (35%)

The Town recognizes that there are different approaches that can lead to the desired outcomes that have been noted in this RFP. Respondents shall demonstrate the understanding of the Services and the steps they will undertake to accomplish the scope of work. (Note, during contract negotiation, the Town reserves the right to modify the above-mentioned scope of services and tasks/task order based on project approaches that may be recommended by respondents).

Discuss the firm's unique ability, if any, to professionally deliver a Development Impact Fee Study.

In your approach, outline:

- Any modifications you would suggest to the tasks and/or their suggested order.
- Your approach to performing the tasks and include the timeline for each task to be completed.
- Your approach to the study and how/when/plan to engage stakeholders.
- Methods your firm proposes to use to manage the project and communicate with stakeholders.
- Methods your firm proposes to gather input.
- Data the consultant expects the Town of Camp Verde to provide.
- Any risks and strategies to mitigate them.

PRICE (5%)

- Please include a price proposal for this project.
- The Town is not required to accept the lowest bid for this RFP. However, as with any public procurement process, cost will be considered in the overall scoring of all proposals.

4.2. Selection Process, Award, and Protest Procedures

4.2.1. Award

Consultant award shall be made to the offer deemed most advantageous to the Town, based upon the evaluation criteria listed above, and that meets the minimum requirements and criteria set forth in this RFP solicitation.

4.2.2. Evaluation of Competitive Sealed Offers

The Town will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

Best and Final Offer (BAFO):

A BAFO is an option available for negotiations. Each Proposer in the Competitive Range, which is determined in the Town's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

If a Proposer's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The Town will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The Town will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the Town will then perform final scoring and prepare final rankings.

The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the Town based on the evaluation criteria.

The Town reserves the right to make an award to a Proposer whose Offer is the highest rated, best value, and most advantageous to the Town based on the evaluation criteria, without conducting written or oral discussions with any Proposer, without negotiations, and without soliciting BAFOs.

Detailed Evaluation of offers and determination of competitive range:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Proposers' rankings and which Offers are within the Competitive Range, when appropriate.

4.2.3. Offers Not Within Competitive Range

The Town may notify Proposers of Offers that the Town determined are not in the

Competitive Range.

Discussions with Proposers in the Competitive Range:

1. The Town will notify each Proposer whose Offer is in the Competitive Range or make the 'short list' and provide in writing any questions or requests for clarification to the Proposer. Each Proposer so notified may be interviewed by the Town and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Proposers in the competitive range may be required to provide a demonstration of their product.
2. Demonstrations - Proposers in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the Town of Camp Verde. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The Town may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
3. If an Offer in the Competitive Range contains conditions, exceptions, reservations, or understandings to or about any Contract or Solicitation requirement, the Town may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the Town in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the Town may instruct any Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the Town may determine the Offer is nonresponsive, and the Town may revoke its determination that the Offer is in the Competitive Range.
4. To the fullest extent permitted by law, the Town will not provide any information, financial or otherwise, to any Proposer about other Offers received in response to this solicitation. During discussions with Proposers in the Competitive Range, the Town will not give Proposers specific prices or specific financial requirements that Proposers must meet to qualify for further consideration. The Town may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Proposers will not be told of their relative rankings before Contract award.

4.2.4. Disqualification

If the firm, business, or person submitting this proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subconsultant with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the

proposal. The Proposer shall include a letter with its proposal setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Proposers, and participants in such collusion will not be considered in future proposals for the same work.

5. Solicitation Terms and Conditions

GENERAL CONDITIONS

The Agreement time commences upon execution of the Agreement and issuance of the Notice to Proceed. Services shall not commence until issuance of a Notice to Proceed or Purchase Order by the Town of Camp Verde.

Protests: An interested party may protest a solicitation by filing a protest in writing to the purchasing officer not fewer than five (5) days before the closing date and time of the solicitation. An unsuccessful Proposer or Bidder may protest a determination of non-responsiveness or non-responsibility by the Town by filing a protest in writing with the purchasing office not more than five (5) days after issuance of notice of such determination by the Town. An unsuccessful Proposer or Bidder may protest a contract award by filing a protest in writing with the purchasing office not more than five (5) days after issuance of a notice of apparent low responsive and responsible Bidder, or a notice of intent to award. The protest shall include the following information: (1) The name, address, and telephone number of the protester; (2) Identification of the contracting activity and the number of the solicitation; (3) The signature of the protester or its authorized representative; (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) The specific relief requested.

Notwithstanding the foregoing, Proposers may discuss this Solicitation with the Mayor or a member of the Camp Verde Town Council, provided such meetings are scheduled through the Procurement Officer listed on this Solicitation, conducted in person at 473 S. Main Street, Suite 106, Camp Verde, Arizona 86322, and are posted as open meetings by the Town Clerk at least twenty-four (24) hours prior to the scheduled meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **Proposers who violate this policy shall be disqualified from participating in this Solicitation.**



Consultant Agreement
For Professional Services For

Town of Camp Verde
Development Impact Fee Study

Between the

OWNER

Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322
(the "Town")

CONSULTANT

(the "Consultant")

This INDEPENDENT CONSULTANT AGREEMENT ("Agreement") is awarded pursuant to **Project #25-213**.

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, the 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 306 day following the issuance of the Notice To Proceed unless terminated sooner by the parties, pursuant to Section V below.

Section II. Scope of Work

The Consultant shall provide the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated herein.

Section III. Compensation

1. **Compensation.** The Owner agrees to pay the Consultant the fixed price of \$_____ for the performance of the Services.
2. **Fees and Invoice.** The Consultant will invoice the Owner as milestones outlined in Exhibit A are achieved. The Owner will not make any advance payment for Services. The invoices shall be sent to the Owner's representative via email.
3. **Payment.** Payment will be made net thirty (30) days of the Owner's receipt of a correct, itemized invoice from the Consultant.

Section IV. Proprietary Rights

The Consultant hereby irrevocably assigns, transfers, and conveys to the Owner without further consideration all worldwide rights, title, and interest in and to all Works created pursuant to this agreement.

Section V. Termination

1. **For Owner's Convenience.** This Agreement is for the convenience of the Owner and, as such, may be immediately terminated without cause after receipt by the Consultant of written notice by the Owner. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.
2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the event of such termination, payment shall be made by the Owner to the Consultant for the undisputed portion of its fee due as of the termination date.
3. **Due to Work Stoppage.** This Agreement may be terminated by the Owner upon thirty (30) days written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Owner to the Consultant for the undisputed portion of its fee due as of the termination date.
4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The Owner may cancel this Agreement without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Owner or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the Agreement's subject.

5. **Gratuities.** The Owner may, by written notice to the Consultant, cancel this Agreement if it is found by the Owner that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent, or employee of the Owner for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Owner pursuant to this provision, the Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to one hundred fifty percent (150%) of the gratuity.
6. **Fund Appropriation Contingency.** The Consultant understands that the continuation of this Agreement after the close of any given fiscal year of the Owner, which ends on June 30, shall be subject to the budget of the Owner providing for the contract item as expenditure. The Owner cannot assure that the budget item for funding this Agreement will be approved in the future as such assurance would be a legislative and policy determination of the Owner Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by Owner Council, the Owner may terminate this Agreement as of the close of its fiscal year.

Section VI. Successors and Assigns

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

Section VII. Waiver and Severability

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

Section VIII. Whole Agreement

This Agreement, 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 IX. Construction

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

Section X. Insurance Requirements

The Consultant shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current AM Best rating of A- or better. The Owner's Risk Management Division reserves the right to review and make an exception for substitute/alternative coverage. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Owner's option.

Before the Owner signs this Agreement, the Consultant shall furnish the Owner's Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Agreement, at the following address:

Town of Camp Verde
Town Manager
473 S Main Street
Camp Verde, AZ 86322
Telephone: (928) 451-3670

The insurance policies, except Worker's Compensation and Professional Liability, shall be endorsed to name the Town of Camp Verde, its agents, officers, officials, employees, and volunteers as additional insureds with corresponding endorsement relative to the additional insured indemnification and with the following language:

The Town of Camp Verde, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Consultant's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided, or materially changed without thirty (30) days written notice by certified mail to the Town of Camp Verde Risk Manager. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the Town shall not be contributed to it. If any part of this Contract is subcontracted, these insurance requirements also apply to all subconsultants. The following policies are required:

1. **Commercial General Liability** insurance with a limit of not less than one million dollars (\$1,000,000) plus aggregate coverage of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) for each occurrence with respect to the Consultant's owned, hired, and non-owned vehicles.
3. **Worker's Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) disease for each employee.
4. **Professional Liability** insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than one million dollars (\$1,000,000) plus aggregate coverage not less than two million dollars (\$2,000,000) each claim.

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

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 of not less than two (2) years.

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.

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

Failure of Consultant to obtain Certificates or other insurance evidence from other Consultants shall not be deemed a waiver by the Town of Camp Verde.

The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.

Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

Section XI. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Consultant 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. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Subject to the foregoing standard of care, Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty Consultants, manufacturers, suppliers, and the publishers of technical standards

Section XII. 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 "Indemnatee") 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 subconsultants. 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 Consultant 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 XIII. 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 XIV: 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.

Section XV. China

Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this _
_____ day of _____, 2025

APPROVED AS TO FORM:

Town of Camp Verde:

Town Attorney/Date

By: _____
Mayor/Date

ATTEST:

Town Clerk

Consultant:

By: _____

Date: _____



Town of Camp Verde Development Impact Fee Study Response Workbook RFP #25-213

Proposer is to complete this Response Workbook and submit as their response to this RFP.

Proposer Name: (Proposer to include response here)

Proposer Address: (Proposer to include response here)

REQUIRED RESPONSES:

Proposer's answers to the following questions will comprise the Proposer's response to this RFP. It should be noted that all attachments or exhibits prepared by the Town and referenced herein are incorporated by reference into the Proposer's response and shall be included in a final contract with the successful Proposer. Information prepared by the Proposer and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. FIRM OVERVIEW

- Office location
- Length of time in business
- Total number of employees and number of local employees
- Names of principals, their disciplines, and Arizona registration.
- Services provided by the firm
- Experience in providing similar services within the last ten (10) years
- Three (3) references
- Email and Phone Contract information for persons(s) submitting the Proposal (preferably the designated project manager who will serve as the firms' primary contact person for the Proposal)

(Proposer to include response here)

2. FIRM EXPERIENCE

Provide a minimum of three (3) relevant examples of other Development Impact Fee Study's your team has completed.

Include brief description of services provided by the project team that directly relate to this contract.

- Project Name
- Location
- Client Name and Phone Number
- Budget
- Completion Date
- Indicate whether the project was completed on schedule and within budget
- Indicate any challenges encountered and subsequent solutions

(Proposer to include response here)

3. PROJECT TEAM

List those individuals who will complete the work for this project. Provide the following information for each team member:

- Team assignment
- General qualifications
- Any project experience directly relevant to this Contract while with this firm
- Indicate workload and certify that no team members will be substituted without prior approval from the Town of Camp Verde.

List any firms that will act as subconsultants to your firm. Provide information regarding prior projects on which the proposed subconsultants have worked with your firm.

(Proposer to include response here)

4. PROJECT APPROACH

The Town recognizes that there are different approaches that can lead to the desired outcomes that have been noted in this RFP. Respondents shall demonstrate the understanding of the Services and the steps they will undertake to accomplish the scope of work. (Note, during contract negotiation, the Town reserves the right to modify the above-mentioned scope of services and tasks/task order based on project approaches that may be recommended by respondents).

Discuss the firm's unique ability, if any, to professionally deliver a Development Impact Fee Study.

In your approach, outline:

- Any modifications you would suggest to the tasks and/or their suggested order.
- Your approach to performing the tasks and include the timeline for each task to be completed.
- Your approach to the study and how/when/plan to engage stakeholders.
- Methods your firm proposes to use to manage the project and communicate with stakeholders.
- Methods your firm proposes to gather input.
- Data the consultant expects the Town of Camp Verde to provide.
- Any risks and strategies to mitigate them.

(Proposer to include response here)

5. PRICE

- Please include a price proposal for this project.

(Proposer to include response here)

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

(Proposer to include response here)

CONFLICT OF INTEREST STATEMENT:

If Proposer indicated they have a conflict of interest on the Offer Sheet, Proposer must provide details here.

(Proposer to include response here)

One-page Cover Letter (on company letterhead)

(Proposer to include response here)

REFERENCES FORM: List a minimum of three (3) customers on the fillable form below, **excluding the Town of Camp Verde (if applicable)**, for whom your company has provided services of a similar size & scope as described in this Request for Proposal, during the past three (3) years. Include the length of any contracts listed. Proposers may make multiple copies of this document as needed. These references may be used to assess the qualifications of Proposers under consideration for final award. This information may or may not be a determining factor in the award.

Reference 1:

(Enter Company Name)	(Enter Company Address) (Enter Company Street Address) (Enter City, State, Zipcode)
(Enter Contact Name)	(Enter Contact Phone Number)
(Enter Contact Email Address)	(Enter Date of Services)
Provide a brief summary of Services provided: (Describe Services Here:)	

Reference 2:

(Enter Company Name)	(Enter Company Address) (Enter Company Street Address) (Enter City, State, Zipcode)
(Enter Contact Name)	(Enter Contact Phone Number)
(Enter Contact Email Address)	(Enter Date of Services)
Provide a brief summary of Services provided: (Describe Services Here:)	

Reference 3:

(Enter Company Name)	(Enter Company Address) (Enter Company Street Address) (Enter City, State, Zipcode)
(Enter Contact Name)	(Enter Contact Phone Number)
(Enter Contact Email Address)	(Enter Date of Services)
Provide a brief summary of Services provided: (Describe Services Here:)	

Attachments and Required Forms

PROPOSAL FORM

Proposal Form: For the proposal opening August 7, 2025 for services.

Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

Agreement Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into an Agreement with the Town of Camp Verde within ten (10) days after the Town's acceptance of this proposal at the listed scheduled price.

Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

The State of Arizona)
)
Yavapai County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the Agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 2025,
by _____.

Notary Public

My Commission Expires:

TOWN OF CAMP VERDE, ARIZONA

AUTHORIZED SIGNATURE FORM

Camp Verde Agreement Number: 25-213

Consultant Name: _____

WHEREAS, the Town of Camp Verde requires that Consultant execute documents necessary for the prompt and efficient execution of the business related to the AGREEMENT;

NOW, THEREFORE, on behalf of the Consultant, I hereby declare that

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Consultant the following documents:

1. The AGREEMENT
2. The Bond
3. Payrolls
4. Claims
5. CHANGE ORDERS
6. All other papers necessary for the conduct of the corporation's affairs and the execution of the AGREEMENT

The above-named person is granted the authority and duties herein referenced for the duration of the AGREEMENT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Consultant is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Name

Title

(Seal of Corporation)

STATE OF _____)
County of _____) ss.

I, _____ of the _____
corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the
Board of Directors of said corporation, at a meeting of said Board held on the _____ day of
_____, 2025, and that the same is in full force and effect at this time.

DATED _____, 2025.

(Officer of Corporation)

(Seal of Corporation)

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me this _____ day of _____,
2025 by _____, appearing before the
undersigned Notary Public, and stated that he executed such instrument on behalf of said
corporation for the purpose and consideration therein expressed.

Notary Public:

My Commission Expires:

[Page intentionally left blank]

**MEETING DATE:** August 6, 2025**AGENDA ITEM TYPE:**

- | | | |
|--|---|--|
| ☒ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

REQUESTING DEPARTMENT: Municipal Court **STAFF RESOURCE:** Court Administrator Veronica Pineda

AGENDA TITLE: Consideration and possible approval of Resolution 2025-1187, appointing Ron Ramsey, Lynn Riordan, and Mike Shaw as Assistant Magistrates for the Camp Verde Municipal Court for a two-year term.

ATTACHED DOCUMENTS:

- Resolution 2025-1187

ESTIMATED PRESENTATION TIME: N/A **ESTIMATED DISCUSSION TIME:** N/A**REVIEWED BY:**

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

FINANCIAL REVIEW (if applicable):

- | | | | | |
|---|------------------------------|-----------------------------|---|---------------------------------|
| Funding Source / GL Account Number: N/A | | | | |
| Approved in the FY25 Budget? | ☐ Yes | ☐ No | ☒ N/A | ☐ Other: |
| Is this an approved CIP Project? | ☐ Yes | ☐ No | ☒ N/A | ☐ Other: |

BACKGROUND INFORMATION:

In accordance with Chapter 5 – Municipal Court, Section 5-2-4 – Assistant Magistrate of the Camp Verde Town Code, the Town Magistrate may recommend to the Council individuals who are qualified to serve as Assistant Magistrates. Once appointed, these individuals serve under the direction and assignment of the Town Magistrate and are appointed for a specified term, subject to removal by the Council.

Town Magistrate Judge Horton is requesting Council consideration of the appointments of Ron Ramsey, Lynn Riordan, and Mike Shaw as Assistant Magistrates for the Camp Verde Municipal Court. If approved, each would serve a two-year term ending in August 2027.

QUESTION(S) BEFORE THE COUNCIL:

- Does Council have any questions for Staff?

PROPOSED MOTIONS:

I move to APPROVE Resolution 2025-1187, appointing Ron Ramsey, Lynn Riordan, and Mike Shaw as Assistant Magistrates for the Camp Verde Municipal Court.
I move to DENY Resolution 2025-1187.



RESOLUTION NO. 2025-1187

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPOINTING
RON RAMSEY, LYNN RIORDAN AND MIKE SHAW
AS ASSISTANT MAGISTRATES FOR THE
CAMP VERDE MUNICIPAL COURT**

WHEREAS, Chapter 5 – Municipal Court, Section 5-2-4 of the Camp Verde Town Code authorizes the Town Magistrate to recommend individuals to serve as Assistant Magistrates, subject to appointment by the Council; and

WHEREAS, Assistant Magistrates serve under the assignment and direction of the Town Magistrate and are essential to supporting the operations and caseload management of the Camp Verde Municipal Court; and

WHEREAS, the Town Magistrate, Judge Horton, has reviewed the qualifications of Ron Ramsey, Lynn Riordan, and Mike Shaw and recommends their appointment as Assistant Magistrates; and

WHEREAS, each of the individuals proposed has demonstrated the experience, integrity, and judicial temperament required to serve in this capacity; and

WHEREAS, the Mayor and Common Council desire to appoint these individuals to serve two-year terms beginning August 6, 2025 and ending August 6, 2027, subject to removal in accordance with the Town Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA:**

PASSED, AND APPROVED BY A MAJORITY VOTE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, THIS 6 DAY OF AUGUST 2025.

Marie Moore, Mayor

ATTEST:

Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman, PLLC



Town Council

Agenda Information Memorandum

Meeting Date: August 6, 2025

Agenda Item Type:

- | | | |
|--|---|--|
| ☒ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Camp Verde Marshal's Office

Staff Resource: Administrative Commander Darby Martin

Agenda Title: Consideration and possible approval of the purchase and implementation of the Verde Lakes Repeater CIP project in the amount of \$65,418.62.

Attached Documents:

- Quote
- CIP Project Sheet

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: CIP & CVMO Operating Funds
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

\$60,000 was approved under the FY26 CIP. The additional \$5,418.62 will come from the CVMO operating budget; however, if at the end of FY26 there are savings in CIP, it is possible the additional \$5,418.62 could be reallocated to come out of CIP.

Background Information:

The Marshals Office is in need of a simulcast voted radio signal repeater in the Verde Lakes area of Camp Verde; an area with over 2,000 Town residents. This project will link into our current system and provide increased coverage and eliminate dead areas of radio reception. (Simulcast repeaters transmit a signal on the same frequency and at the same time with GPS synchronization.)

The Verde Lakes area has numerous dead zones of reception. This deficiency was exacerbated during the flooding in March of 2023 and has continued to be an issue.

During a call for service in 2024, CVMO deputies could not contact dispatch via radio due to the area and terrain which put the deputies and our community members in danger. The additional repeater will link into our current system and provide increased coverage as well as eliminate a majority of the dead reception areas. Without a new repeater, the Town's Camp Verde Marshal's Office is unable to communicate with dispatch in certain areas of Verde Lakes. This project will directly impact officer safety and enhance communication in times of emergencies and police service.



Town Council Agenda Information Memorandum

Originally the quote for the repeater was \$60,000 but has since increased to \$65,418.62. Further delays in getting this Repeater will only lead to higher costs.

It is important to note that the Verde Lakes repeater was selected as a project for possible Congressionally Directed Spending funds. However, because of the urgency of the need for a repeater in Verde Lakes and the uncertainty of Congressionally Directed Funds, it is recommended that the Town purchase this repeater now. If Congressionally Directed Spending funds come through, those can be used for a repeater on North Highway 260, which is something Town Manager Miranda Fisher has already discussed with staff from Senator Kelly's office.

Connection to the Strategic Plan:

This project supports the Town's Strategic Plan by enhancing critical communication infrastructure in the Verde Lakes area. By improving radio coverage and eliminating dead zones, the new repeater will increase officer safety, ensure faster emergency response times, and strengthen the Town's ability to protect over 2,000 residents in this high-need area.

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

I move to APPROVE the purchase and implementation of the Verde Lakes Repeater CIP project in the amount of \$65,418.62

**Niles Radio Communications**

1602 N. East St.
Flagstaff, AZ 86004
(928)774-4621
<http://www.nilesradio.com>
support@nilesradio.com

QUOTE/ESTIMATE version 2.1

Q 20250319**Invoice : NOT INVOICED****Camp Verde Marshalls Office**

646 S 1st St, Camp Verde

Camp Verde, AZ 86322

Created: 3/14/2025**Completed:****P.O. Num:****Vehicle:****W/O Num:** 20250319**Type:** T&M**Status:** ESTIMATE**Tech/Rep:** John Lindsey**Services Description**

Work Requested: Add P25 CH1 Repeater and Licensed Public Safety grade MW Link to Verde Lakes Location. Requires Site Location Review, some additional hardware may be required. Arizona State Contract - CTR046831 Pricing - MW Equipment Pricing subject to changes due to Engineering and Licensing requirements.

Work Requested By: **Work Completed:**

Picked Up By:

Equipment Serviced Information**Manufacturer:****Placed Into Service on:** 3/14/2025**Model No.:****Serial No.:****Parts / Materials**

Line	QTY	Part Number	Description	Tax	Price	Total
1	1	TB9415D-050T	TB9400 Dual 50Watts Chassis Assembly	☒	\$1,232.10	\$1,232.10
2	1	T01-01103-BAAA	TB9400 Rctr 136-174 MHz	☒	\$2,339.14	\$2,339.14
3	1	T01-01121-BABA	TB94 Linear PA 136-174MHz 50Watts	☒	\$1,293.52	\$1,293.52
4	1	T01-11140-ABAA	PMU TD-440-AC/DC12	☒	\$2,266.62	\$2,266.62
5	1	TBAS050	P25 Common Air Interface (CAI)	☒	\$5,843.78	\$5,843.78
7	1	TBAS071	IP Networking Satellite	☒	\$690.42	\$690.42
8	1	TBAS062	Simulcast Enable (C4FM)	☒	\$4,286.08	\$4,286.08
9	1	TBAS065	P25 Linear Simulcast Modulation (LSM)	☒	\$1,237.28	\$1,237.28
10	1	219-01561-00	Cable cord 2m USA/CAD IEC black	☒	\$0.00	\$0.00
101	1	2402-013	SecureSync GPS Reference	☒	\$7,154.00	\$7,154.00
102	1	8230	GNSS Outdoor Antenna	☒	\$559.58	\$559.58
103	1	8226	GPS Antenna Surge Protector	☒	\$588.00	\$588.00
104	1	240987	ANT150F6-G	☒	\$2,885.70	\$2,885.70
105	1	ASSEMBLY	Antenna Feedline Assembly - LMR 400 w/Lightning and Grounds	☒	\$435.00	\$435.00
106	1	ASSEMBLY	Antenna Mounting Assembly/Hardware	☒	\$645.00	\$645.00
107	2	49874	Telewave Compact Duplexer	☒	\$3,117.57	\$6,235.14
108	8	C000000L033A	Gigabit Surge Suppressor (56V)	☒	\$97.20	\$777.60
109	2	C180082B005	PTP 820S Radio 18GHz TR1560 ChAll Hi/Lo 19259-19710MHz	☒	\$3,500.00	\$7,000.00
110	2	EW-E4PT820S-WW	PTP820S Extended Warranty 4 Additional Years	☒	\$280.00	\$560.00
111	2	N000065L001C	AC Power Injector 56V	☒	\$96.00	\$192.00
112	2	N000065L003A	US Line Cord Fig 8	☒	\$24.50	\$49.00
113	2	N000082L014A	PTP 820 Glands_x5_KIT	☒	\$29.00	\$58.00
114	2	N000082L016A	PTP 820 CAT5E Outdoor 100m drum	☒	\$240.00	\$480.00

115	8	N000082L017A	PTP 820 Grounding Kit for CAT5e F/UTP 8mm cable	☒	\$22.25	\$178.00
116	2	N000082L073A	PTP 820 GBE_Connector_kit	☒	\$23.00	\$46.00
117	2	N000082L116A	PTP 820 GROUND CABLE FOR IDU and ODU	☒	\$15.00	\$30.00
118	2	N180082D033A	PTP 820 2ft ANT SP 18GHz RFU-C TYPE&Std UBR220 - Andrew	☒	\$710.00	\$1,420.00
119	1	FCC	Frequency Coordination	☒	\$1,400.00	\$1,400.00

Quotation / Estimate - Q20250319

Please Sign and Date as an acknowledgement that you accept this proposal	Parts/Materials Total		\$49,881.96	
	Sales Tax	9.1810%	Taxable: \$49,881.96	\$4,579.66
Customer: _____	Installs	0	\$0.00	\$0.00
	Removals	0	\$0.00	\$0.00
Printed: _____	Labor	80	\$120.00	\$9,600.00
	Mileage	280	\$1.40	\$392.00
Date: ____/____/____	Travel	4	\$70.00	\$280.00
	FREIGHT	1	\$685.00	\$685.00
Thank You For Your Business!				

W/O Total \$65,418.62

BASIC TERMS AND CONDITIONS:

- Prices for Materials and Services are Firm for a period of 30 days from the date of this quotation.
- All Quotations are based on the conditions present at the time of quotation.
- State, Local or Other Taxes may apply unless proof of exemption is provided with Purchase Order.
- Delivery ARO for Special Purchase Items is cannot be determined until Order Placement, typically 90 days.
- Applicable Freight Charges may be Pre-Paid and Added - FOB Destination.
- Payment Terms are Net 30 unless otherwise specified, late payment incurs 1-1/2% per month late fees.
- 30% restocking fee applies to all allowed returns in original resaleable packaging, within 3 days of delivery.
- No refunds on Shipping Charges. Special Ordered or Modified Components subject to 75% restocking fee.
- Warranty for Products is Manufacturer Specific, Niles Radio Services Warranty is 1 Year.

TOWN OF CAMP VERDE

FY26 Capital Improvement Project

Project Title: *Simulcast Voted Repeater*

FY26 Impact: \$60,000

5-Yr Project Cost: \$60,000

New Project or Rollover: *New*

Dept/Div: *CVMO*

Contact: *Cmd. D. Martin*

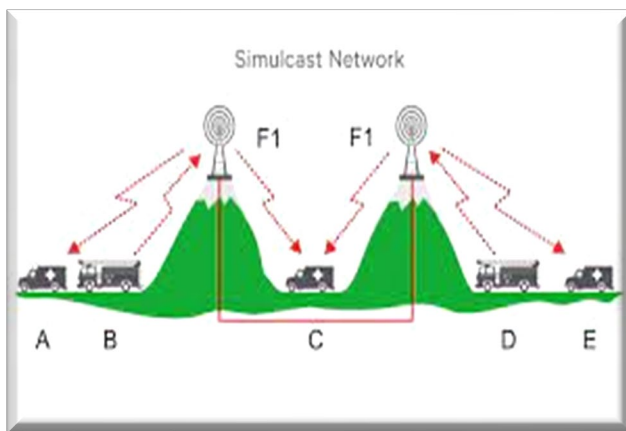
Requested by: *C. Rowley*

Date Completed: *2/12/2024*

Project Summary:

Addition of a Simulcast Voted Repeater in the Verde Lakes area with a licensed microwave.

Location: 646 S 1st Street



Community Impact:

Our current radio system has been identified as being deficient in several areas of Verde Lakes. This was discovered during the flooding we experienced in 2023 and has continued to be an issue. Last year, deputies could not contact dispatch via radio due to the area and terrain, which put the deputies and our community members in danger. The additional repeater would link to our current system and provide increased coverage in the dead areas.

Project Title: *Simulcast Voted Repeater*

Operational Impact:

Impact on Staffing: None. Will be installed by current 3rd party vendor.

Impact on operational costs: None.

Project Budget:

Fiscal	Activity / Segment	Timeline	Cost
FY26	Simulcast Voted Repeater	January 2026	\$ 60,000
			\$
	Total		\$60,000

Estimated Annual Operational Impact – Cost/(Savings):

Starting Year	Category	Cost
		\$
	Total	\$

Project Funding:

Tracking Fund: CIP Fund

Funding Source: Transfer from General Fund

Staff Rating Score:

Need	Cost/ Efficiency	Safety	Strategic Plan	Total Points
4.1	3.5	3.9	1.2	12.7

**Meeting Date:** August 6, 2025**Agenda Item Type:**

- | | | |
|--|---|--|
| ☒ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Town Manager**Staff Resource:** Town Manager Miranda Fisher

Agenda Title: Consideration and possible approval of the Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services between Yavapai County and the Town of Camp Verde.

Attached Documents:

- IGA

Estimated Presentation Time: N/A**Estimated Discussion Time:** N/A**Reviewed By:**

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: N/A
- Approved in the FY26 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☒ No ☐ N/A ☐ Other:

The Town allocated funds to the County for emergency management services each year based on an annual assessment that is tied to population.

Background Information:

The Town of Camp Verde is required under A.R.S. § 26-308 to provide for emergency management within its jurisdiction. This IGA, authorized under A.R.S. §§ 11-951 et seq., enhances the Town's capacity to meet that obligation by partnering with Yavapai County Office of Emergency Management (YCOEM) for coordinated emergency preparedness, mitigation, response, and recovery services.

The IGA outlines responsibilities for both the County and Public Agency (Camp Verde), including provisions for joint coordination, resource sharing, emergency sheltering, continuity of operations planning, and compliance with federal and state emergency management requirements.

Town staff recommend that Council approve the Intergovernmental Agreement with Yavapai County for Regional Emergency Operations Management and Disaster Services and authorize the Mayor to execute the agreement on behalf of the Town.

Connection to the [FY25-FY30 Strategic Plan](#)

This agreement supports the Town's Public Safety and Emergency Preparedness by strengthening regional coordination, expanding access to critical emergency management resources, and enhancing the Town's ability to prepare for and respond to disasters and other large-scale emergencies.



Town Council Agenda Information Memorandum

Question(s) before the Council:

- Does the Council have any questions about the IGA?

Proposed Motion:

I move to **APPROVE** the Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services between Yavapai County and the Town of Camp Verde.

**INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT
AND DISASTER SERVICES BETWEEN
YAVAPAI COUNTY
AND
THE TOWN OF CAMP VERDE**

This Regional Disaster and Emergency Management Services Agreement (“Agreement”) goes into effect on the ____ day of _____, **2025** (the “Effective Date”), by and between Yavapai County, a political subdivision of the State of Arizona (“County”), and the Town of Camp Verde, an Arizona municipal corporation (“Public Agency”).

STATUTORY AUTHORIZATION

County and Public Agency are empowered by A.R.S. §§ 11-951 *et seq.* and A.R.S. § 26-308 to enter into this Agreement.

PURPOSE

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, man-made, or national security causes; and

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans;

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

DEFINITIONS

1. “Public agency” has the same definition as that contained in A.R.S. § 11-951.
2. “Participating Public Agencies” means those public agencies that have active agreements for Disaster and Emergency Management Services with County.
3. “Population” means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10-year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

TERMS OF AGREEMENT

1. **County Obligations.** County shall:

- a. Prepare and maintain one or more County Emergency Operations Plans (“EOP”) in accordance with the Comprehensive Preparedness Guide (CPG) 101, giving due consideration to hazards that affect all areas of the County.
- b. Advise and assist Public Agency in developing, reviewing, updating, publishing, and distributing an EOP created by Public Agency, or in adopting the Yavapai County EOP.
- c. Advise and assist the Public Agency in developing, reviewing, updating, publishing, and distributing Continuity of Operations Plans (COOP). The Public Agency also has the option to utilize BOLDplanning¹ for their COOP needs, should they choose to do so.
- d. Prepare and maintain a Multi-Jurisdictional Hazard Mitigation Plan that is in conformance with Title 44 Code of Federal Regulations Part 201.6 Local Mitigation Plans that is available for adoption by local jurisdictions to maintain access to FEMA funding for mitigation or public assistance.
- e. Prepare and maintain a Community Wildfire Protection Plan that aligns with the requirements set forth in the Healthy Forests Restoration Act of 2003 that is available for adoption by local jurisdictions to maintain access to federal grant dollars.
- f. Prepare and maintain an Integrated Preparedness Plan (IPP) that aligns with the requirements set forth in the Emergency Management Performance Grant (EMPG) Program, which is available for local jurisdictions’ training and exercise needs.
- g. Advise and assist the Public Agency with the disaster and emergency management training of employees designated by the Public Agency.
- h. Provide and maintain a coordinated County-wide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including alert, warning, and communications systems, comprehensive emergency management and planning, and an emergency operations center.
- i. Disseminate emergency alerts through the Integrated Public Alert and Warning System (IPAWS) at the request of the Public Agency when criteria for such alerts are met.
 - (1) Alerts will only be issued by the Yavapai County Office of Emergency Management (YCOEM) when requested by authorized persons by the Agency Having Jurisdiction (AHJ).

¹ BOLDplanning Inc., a division of Prepara, develops online software for EOP, COOP, Business Continuity Planning, and Hazard Mitigation.

- (2) If an external agency requests the issuance of an alert within the AHJ, YCOEM will not issue the alert immediately. Instead, YCOEM will validate the request with the AHJ's point of contact.
- j. Provide and maintain, and issue access to, a comprehensive emergency management software tool to expedite the emergency operations center processes and for sharing information.
- k. Plan for the development and maintenance of an electronic interactive resource database of government-owned and other resources available for use in the event of a disaster.
- l. Provide assistance with local emergency declarations and obtaining federal and state funds available to Public Agency for emergency management and disaster purposes.
- m. Advise and assist Public Agency in the timely preparation of reports and other documentation required by the state or federal governments for emergency management purposes.
- n. Offer coordination assistance to Public Agency for major events or disasters affecting Public Agency.
- o. In its sole discretion, have the option to act as a primary or backup Emergency Operations Center for Public Agency if resources are available.
- p. Assist the Public Agency in designing, developing, delivering, and reporting after-action exercises to evaluate its disaster response capabilities, upon request. For documentation purposes, YCOEM will complete an After-Action Report for any incident involving their personnel.
- q. Activate shelters that are compliant with the Americans with Disabilities Act through the American Red Cross, Animal Disaster Services, and Large Animal Shelter & Emergency Readiness, when requested.
- r. Advise and assist Public Agency with public awareness and education including but not limited to:
 - (1) Develop disaster response pamphlets or handouts that the Public Agency can reproduce and distribute to the public through libraries, community centers, and senior centers within its jurisdiction.
 - (2) Suggest public outreach activities on disaster and emergency-related subjects to schools, civic groups, and similar organizations.
 - (3) Coordinate with Public Agency to assist with public outreach activities such as staffing information booths at fairs, safety days, and similar events, when staffing allows.
- s. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.

- t. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.
- u. In accordance with A.R.S. § 26-308, “Each county and incorporated city and town of the state shall establish and provide for emergency management within its jurisdiction in accordance with state emergency plans and programs.” This Agreement does not satisfy this obligation; therefore, Public Agency is still required to ensure the provision of emergency management within its jurisdiction.
 - (1) YCOEM may advise and assist Public Agency in complying with the provisions of A.R.S. Title 26, Chapter 2 (Emergency Management) and State policies and procedures.

2. **Public Agency Obligations.** Public Agency shall:

- a. Develop or adopt, publish, and distribute an EOP that is complementary to and compatible with the County’s EOP and in accordance with CPG 101.
- b. Develop and conduct emergency management training programs and exercises as needed to comply with the Homeland Security Exercise and Evaluation Program (HSEEP) and the National Incident Management System (NIMS).
- c. Act as, at Public Agency’s discretion, a backup Emergency Operations Center location for the County if such a backup becomes necessary.
- d. Work towards implementing the Arizona Qualification System within its jurisdiction. This effort aims to ensure that local resources are adequately qualified and trained to staff an Incident Management Team (IMT) or Emergency Operations Center effectively. By developing a pool of trained personnel, the Public Agency enhances its ability to respond to emergencies and disasters promptly.
- e. Participate in revisions of the Multi-Jurisdictional Hazard Mitigation Plan and provide accurate and relevant information on local hazards, vulnerabilities, and other necessary information to maintain the plan’s accuracy.
- f. Participate in After-Action Reports and provide feedback from relevant persons participating in the incident.
- g. Identify a central point of contact as the Public Agency’s Emergency Manager, who shall be responsible for coordination with YCOEM.
- h. Engage in proactive information sharing, communication, and coordination efforts and assist with the inclusion of all necessary agencies in the planning, response, and recovery processes.
- i. Collect and provide disaster and emergency management information, such as annual NIMS reporting, when so required by the state or federal government.
- j. Provide evacuation zone shapefiles to YCOEM in the event of an emergency requiring the issuance of an emergency alert.

- k. Provide a list of authorized personnel permitted to request Alert and Warning Notifications to YCOEM and ensure it is kept updated for their jurisdiction.
- l. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:
 - (1) \$0.52 per person per year based on the population of the Public Agency for the regional emergency operations management and disaster services defined in this Agreement.

Year	Base	2020	2021	2022	2023	2024	2025	New Rate
Inflation Increase		1.40%	2.20%	6.50%	3.40%	3.20%	2.20%	
Rate	0.43	0.00602	0.009592	0.028965	0.016136	0.015703	0.011141	
Rate + Inflation Cost		0.43602	0.445612	0.474577	0.490713	0.506416	0.517557	\$0.52

Inflation percentages based on the Consumer Price Index for All Urban Consumers, West Urban, All Items as issued by the U.S. Bureau of Labor Statistics

City/Town	Population
Cottonwood	12029
Prescott	45827
Sedona	9684
Camp Verde	12147
Chino Valley	13020
Clarkdale	4424
Dewey-Humboldt	4326
Jerome	464
Prescott Valley	46785
Yavapai Prescott Indian Tribe	200

Population based on 2020 Census data from Census.Gov

3. **Entire Agreement.** This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided herein, any effective modification must be in writing signed by both parties.
4. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
5. **Disputes.** In the event of any controversy that may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the

parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6. Term; Termination.

- a. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2026, unless sooner terminated as provided herein.
- b. This Agreement may be terminated by either party by giving written notice of such intention to the other party not less than 90 days prior to June 30 of the year during which the notice is given. The effective termination date will be the end of that 90-day notice period.
- c. This agreement shall automatically renew for one additional one-year term unless terminated as provided herein. All terms of the agreement during the renewal period , with the exception of the annual assessment rate , shall be in accordance with the terms set forth in the initial term including any amendments or addenda.

7. Annual Rate Adjustment. Prices applicable to this Agreement may be adjusted annually on July 1, and each year thereafter during the term of this Agreement by an amount equal to the increase in the Consumer Price Index for All Urban Consumers, West Urban, All Items, issued by the U.S. Bureau of Labor Statistics at the time of price adjustment notice.

8. Subject to Appropriation. The parties are obligated only to pay the obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the then-current fiscal year. Obligations under this Agreement are current expenses subject to the “budget law” and unfettered legislative discretion concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the parties shall be relieved of any subsequent obligation under this Agreement. The parties agree that there is no obligation or duty of good faith to budget or appropriate the payment of obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of a party to make any payment pursuant to this Agreement is not a general obligation or indebtedness. The parties hereby waive any and all rights to bring any claim against each other from or relating in any way to the termination of this Agreement pursuant to this section.

9. E-Verify. To the extent provisions of A.R.S. § 41-4401 are applicable, the Parties warrant to each other that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

- a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

- b. A party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
 - c. The provisions of this section must be included in any contract either party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
10. **Indemnification.** To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, their elected officials, appointees, officers, employees, contract employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement that are the result of any act or omission of the party, its officers, employees, contract employees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a party to comply with the terms of this Agreement shall not provide the basis of any third-party action against either party.
11. **Workers' Compensation.** Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each party covered by this Agreement shall be deemed to be an employee of all parties. The primary employer shall be solely liable for payment of workers' compensation benefits.
12. **Property Disposition Clause.** The parties do not anticipate the joint acquisition of property attributable to the exercise of each party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than 30 calendar days from the effective termination date of this Agreement.
13. **Other Responsibilities.** This Agreement does not relieve any public agency of any obligation or responsibility imposed on it by law.
14. **Notice.** Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days' mailing. Notices shall be addressed as follows:

COUNTY: Emergency Manager
 Yavapai County
 Office of Emergency Management
 1100 Commerce Drive
 Prescott, AZ 86305

PUBLIC AGENCY: Town Manager
 Town of Camp Verde
 473 S. Main Street
 Camp Verde, AZ 86322

15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
16. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

(SIGNATURES FOLLOW)

TOWN OF CAMP VERDE

YAVAPAI COUNTY

By: _____
Marie Moore, Mayor
Town of Camp Verde Town Council

By: _____
Mary Mallory, Chair
Yavapai County Board of Supervisors

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Leah Rhodes, Town Clerk
Town of Camp Verde

By: _____
Jayme Rush, Clerk of the Board
Yavapai County

Date: _____

Date: _____

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Trish Stuhan, Town Attorney
Pierce Coleman, PLLC

By: _____
Nicole Weber, Deputy County Attorney
Yavapai County

Date: _____

Date: _____

[Page intentionally left blank]



Meeting Date: August 6, 2025

Agenda Item Type:

- | | | |
|--|---|--|
| ☒ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Town Manager

Staff Resource: Town Manager Miranda Fisher

Agenda Title: Consideration, possible approval, and authorization for the Mayor to sign the National Opioid Direct Settlement for Purdue - CL-1731659.

Attached Documents:

- Purdue opioid settlement documentations
- Additional information can be accessed here: [Purdue/Sacklers Settlements – National Opioids Settlement](#)

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: N/A
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

The amount allocated to the Town through the Pursue Settlement has not yet been finalized, but it is anticipated to follow a similar disbursement model as previous settlements, including Kroger, Johnson & Johnson, and others. As with prior settlements, funds must be used exclusively for opioid remediation efforts, including but not limited to prevention, treatment, and law enforcement support related to the opioid epidemic.

Background Information:

The Town of Camp Verde has the opportunity to participate in the Pursue opioid settlement, a multi-state agreement that resolves litigation against manufacturers and distributors for their role in the opioid crisis. By participating, the Town agrees to the terms of the Settlement Agreement, including the release of all claims against Pursue and its related entities.

The proposed settlement resolves opioid-related claims against Purdue Pharma and the Sackler family through both the bankruptcy estate and a direct settlement with state and local governments. The settlement includes approximately \$6.5 billion in payments from the Sacklers over 15 years, with an initial \$1.5 billion expected in 2026, as well as additional funds from the Purdue estate. The agreement also includes injunctive relief requiring safeguards against opioid misuse and prohibiting certain Sackler family members from participating in the opioid industry.

Arizona is expected to receive a portion of the national settlement funds, with an estimated allocation to



Town Council Agenda Information Memorandum

participating municipalities based on population and impact. Settlement funds are restricted for opioid remediation purposes and must be used in accordance with approved strategies outlined in national and state settlement frameworks.

Town staff recommends participation in the settlement and authorizing the Mayor to complete the required Participation Form by the stated deadline.

Connection to the [FY25-FY30 Strategic Plan](#)

These funds will help strengthen community health and safety, support law enforcement efforts, and enhance the Town's capacity to respond to substance abuse challenges with meaningful, long-term solutions.

Question(s) before the Council:

- Does the Council have any questions for Town staff or the Town Attorney?

Proposed Motion:

I move to **APPROVE** the authorization for the Mayor to sign the National Opioid Direct Settlement for Purdue - CL-1731659.

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Camp Verde town, AZ
Reference Number: CL-1731659

TO LOCAL POLITICAL SUBDIVISIONS:

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

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Arizona, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct 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. In all past national opioids settlements, Arizona has been able to get 100% participation of all 15 counties and 91 cities and towns. Our goal is to again reach 100% participation. The One Arizona Distribution of Opioids Settlement Funds Agreement ("One Arizona Agreement") will apply to the Purdue Direct Settlement meaning that the same restrictions on and reporting of use of funds for Approved Purposes and the same allocation of funds to all 106 local governments will apply. The text of the One Arizona Agreement is located at <https://nationalopioidsettlement.com/wp-content/uploads/2022/04/Final-One-AZ-Distribution-Agreement-Signed.pdf>.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

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

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. **Electronic signature is the most efficient method for returning the *Participation Form*, 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 a manually signed *Participation Form* 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 an executed *Participation Form* using DocuSign, the signed *Participation*

Form 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 Form – [Subdivision Name, Subdivision State] – [Reference ID].

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

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Jane Fallon, Assistant Attorney General, Arizona, Jane.Fallon@azag.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release 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 that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and 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://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement 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 and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. 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 Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her 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 Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. 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 Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, 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 Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release 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 Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



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

Signature: _____

Name: _____

Title: _____

Date: _____



[Page intentionally left blank]



Meeting Date: August 6, 2025

Agenda Item Type:

- ☒ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Manager

Staff Resource: Town Manager Miranda Fisher

Agenda Title: Consideration, possible approval, and authorization for the Mayor to sign the National Opioid Settlement for Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus - RefNum CL-1761479.

Attached Documents:

- Opioid settlement documentations
- Additional information can be accessed here: [National Opioids Settlement](#)

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviewed By:

- ☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable):

- Funding Source / GL Account Number: N/A
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

The amount allocated to the Town through the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus Settlement has not yet been finalized, but it is anticipated to follow a similar disbursement model as previous settlements, including Kroger, Johnson & Johnson, and others. As with prior settlements, funds must be used exclusively for opioid remediation efforts, including but not limited to prevention, treatment, and law enforcement support related to the opioid epidemic.

Background Information:

The Town of Camp Verde has the opportunity to participate in the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus opioid settlement, a multi-state agreement that resolves litigation against manufacturers and distributors for their role in the opioid crisis. By participating, the Town agrees to the terms of the Settlement Agreement, including the release of all claims against Pursue and its related entities.

The proposed Settlements resolve claims brought by states, local political subdivisions, and special districts related to the manufacturers' role in the opioid epidemic. Collectively, the Settlements provide a maximum of approximately \$720 million in cash to participating states and subdivisions, with additional in-kind products offered in lieu of a portion of the cash payments.



Town Council Agenda Information Memorandum

Arizona is expected to receive a portion of the national settlement funds, with an estimated allocation to participating municipalities based on population and impact. Settlement funds are restricted for opioid remediation purposes and must be used in accordance with approved strategies outlined in national and state settlement frameworks. The Town has an opportunity to allocate the funds to the County to aid with Partners Against Narcotic Trafficking (PANT) efforts; however, Marshal Rowley and CVMO have requested that the Town maintain and distribute these funds to support the Town's ongoing efforts to combat opioid use and distribution in the community.

Town staff recommends participation in the settlement and authorizing the Mayor to complete the required Participation Form by the stated deadline.

Connection to the [FY25-FY30 Strategic Plan](#)

These funds will help strengthen community health and safety, support law enforcement efforts, and enhance the Town's capacity to respond to substance abuse challenges with meaningful, long-term solutions.

Question(s) before the Council:

- Does the Council have any questions for Town staff or the Town Attorney?

Proposed Motion:

I move to **APPROVE** the authorization for the Mayor to sign the National Opioid Settlement for Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus - RefNum CL-1761479.

Camp Verde town, AZ
Rubris Reference Number: CL-1761479

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.



Town Council Agenda Information Memorandum

Meeting Date: August 6, 2025

Agenda Item Type:

- | | | |
|---|--|--|
| ☐ Consent Agenda | ☒ Informational Presentation | ☐ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Town Clerk

Staff Resource: Town Clerk Leah Rhodes

Agenda Title: Administration of Oath of Office of Newly Hired Town Employees

Attached Documents: Oaths of Office

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: N/A
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

The newly hired employees will take their Oath of Office at the Town Council Meeting.

TOWN OF CAMP VERDE



*GENERAL OATH OF OFFICE
STATE OF ARIZONA, COUNTY OF YAVAPAI
TOWN OF CAMP VERDE*

I **TYLER DIETEL**, DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND THE CONSTITUTION AND THE LAWS OF THE STATE OF ARIZONA, THAT I WILL BEAR TRUE FAITH AND ALLEGIANCE TO THE SAME AND DEFEND THEM AGAINST ALL ENEMIES, FOREIGN AND DOMESTIC, AND THAT I WILL FAITHFULLY AND IMPARTIALLY DISCHARGE THE DUTIES OF THE OFFICE OF **911 COMMUNICATION SPECIALIST** FOR THE TOWN OF CAMP VERDE, ARIZONA, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

DATE

SIGNATURE

Subscribed and sworn to before me this 6 day August 2025.

Leah Rhodes-Town Clerk
Town of Camp Verde

TOWN OF CAMP VERDE



*GENERAL OATH OF OFFICE
STATE OF ARIZONA, COUNTY OF YAVAPAI
TOWN OF CAMP VERDE*

I, **CLINT NORTON**, DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND THE CONSTITUTION AND THE LAWS OF THE STATE OF ARIZONA, THAT I WILL BEAR TRUE FAITH AND ALLEGIANCE TO THE SAME AND DEFEND THEM AGAINST ALL ENEMIES, FOREIGN AND DOMESTIC, AND THAT I WILL FAITHFULLY AND IMPARTIALLY DISCHARGE THE DUTIES OF THE OFFICE OF **STREETS EQUIPMENT OPERATOR** FOR THE TOWN OF CAMP VERDE, ARIZONA, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

DATE

SIGNATURE

Subscribed and sworn to before me this 6 day August 2025.

Leah Rhodes-Town Clerk
Town of Camp Verde

[Page intentionally left blank]



Town Council Agenda Information Memorandum

Meeting Date: August 6, 2025

Agenda Item Type:

- | | | |
|---|--|--|
| ☐ Consent Agenda | ☒ Informational Presentation | ☐ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Planning & Zoning Commission

Resource: Planning & Zoning Commission Chair Bill Tippet

Agenda Title: Planning & Zoning Commission Quarterly Update

Attached Documents: Q2 2025 Update

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable): N/A

- Funding Source / GL Account Number:
- Approved in the FY25 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Planning & Zoning Commission Chair Bill Tippet will present an update on the Planning & Zoning Commission's activities from April – June 2025.

Connection to the [FY25-FY30 Strategic Plan](#)

Keeping the Town Council and community informed about the work of Boards and Commissions exemplifies Effective Governance.

Question(s) before the Council:

- Does the Council have any questions for Chair Tippet?

TOWN OF CAMP VERDE – PLANNING & ZONING COMMISSION

Q2 2025 Update before Council:

THURSDAY, APRIL 3, 2025, at 6:00 P.M. - Special Session

- Recommended zoning change request from PAD to C-2 for the 17.4 acres owned by Tom Boggess of Verde 17, LLC (Mariposa RV Resort). 5-0 unanimous approval.
- Recommended issuance of Use Permit 20240465M with conditions for the Mariposa RV Resort on the previous parcel mentioned. 5-0 unanimous approval.
- Recommended for approval of Ordinance 2025-A502 which provided for the repeal of conflicting ordinances that allow for RV Park Use Permits in residential zoning districts. 5-0 unanimous approval.

THURSDAY, APRIL 10, 2025, at 6:00 P.M. - Canceled

THURSDAY, APRIL 24, 2025, at 6:00 P.M. – Regular Session

- Discussion and review of Draft Article III – Zoning Procedures of the comprehensive Planning and Zoning Ordinance update
 - Strike section H regarding temporary use permits for RV's which will be potentially addressed elsewhere.
 - Several clarifying questions and comments.
 - Proofreading and more targeted changes to be decided in the final draft.

THURSDAY, MAY 8, 2025, at 6:00 P.M. – Regular Session

- Discussion and review of The Use Table to be included in Article IV – Zoning Districts of the comprehensive Planning and Zoning Ordinance update.
 - Several clarifying questions and comments.
- First staff presentation of Draft Character Area Maps and Goals/Strategies for the General Plan Update.
- Staff presentation of the updated Town Council of CV FY25-30 Strategic Plan and the FY26 Action Plan. The commission greatly appreciates being updated and provided additional insight into the sentiments and conclusions made while the council goes through this process.

THURSDAY, MAY 22, 2025, at 6:00 P.M. – Canceled

THURSDAY, JUNE 12, 2025, at 6:00 P.M. – Canceled

THURSDAY, JUNE 26, 2025, at 6:00 P.M. – Regular Session

- Swearing in of the new Planning and Zoning Commissioner Monte Pierce.
- Commission seat vacated by the appointment of Patricia Seybold to Town Council leaving another seat open.
- Discussion and review of a portion of Draft Article 4 – Zoning Districts of the Comprehensive Planning and Zoning Ordinance update.
 - Staff and the legal counsel engaged the commission in an informative and engaging conversation regarding the commission's discretionary powers.

- Staff presentation of General Plan Draft Elements: Economic Development, Housing, and Cost of Development.

Your staff continues to provide excellent guidance and meeting preparation. A most recent development to note is that both TAG and the P&Z commission have a clearer view of the road ahead regarding the general plan and comprehensive code update. Everyone agrees that the broader issues settled on and decided by the voters via the general plan will best inform and direct the finalization of the comprehensive code update. From the chairman's perspective this has allowed staff to better prioritize/coordinate and allows sufficient time to better prepare both for thoroughness and success.

And as always thank you for your support, recommendations and leadership.

[Page intentionally left blank]