



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, MARCH 18, 2026 at 6:00 P.M.
ZOOM MEETING LINK:
<https://us02web.zoom.us/j/82535233621?pwd=xHeCTjYhT1EKfJawhXQNZh87sLvmzu.1>
one Tap Mobile: 1-253-215-8782 or 1-346-248-7799
Meeting ID: 825 3523 3621
Passcode: 780906**

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) **Set Next Meeting, Date and Time:**
 - 1) Work Session – March 25, 2026 at 5:00 p.m.
 - 2) Regular Session – April 1, 2026 at 6:00 p.m.
 - 3) Work Session – April 8, 2026 at 5:00 p.m.
 - 4) Regular Session – April 15, 2026 at 5:00 p.m.
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(I))

Arizona law prohibits any Town resource, including staff time, equipment, and anything of value to influence an election. This prohibition applies to Call to the Public at the Council meeting. You may discuss a Town issue but do not "advocate" for a specific candidate or ballot measure. Additionally, soliciting petition signatures or campaign contributions or distributing campaign materials is prohibited on Town property. The Town appreciates your efforts to help the Town comply with state law and avoid using taxpayer monies to influence an election.

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.
- **Proclamation declaring March 2026 as American Red Cross Month.** Staff Resource: Town Clerk Leah Rhodes. Pg. 5
8. **Discussion, consideration and possible approval of a wired telecommunications license and right-of-way use agreement between the Town of Camp Verde and Wecom LLC.** Staff Resource: Town Manager Miranda Fisher. Pg. 7
9. **Public Hearing:** Discussion, consideration, and possible approval of Resolution 2026-1208 authorizing staff to submit an application for Community Development Block Grant (CDBG) funds for construction of sidewalk improvements on 7th Street between Head Street and General Crook Trail. Staff Resource: CIP Manager Martin Smith. Pg. 49
- Staff Comments
Open Public Hearing
Close Public Hearing
Council Discussion
10. **Discussion, consideration, and possible award of Bid No. 25-226, Sports Complex Irrigation Improvements to Pronghorn Services, LLC in the amount of \$701,448.75.** Staff Resource: CIP Manager Martin Smith. Pg. 55
11. **Discussion, consideration, and possible award of Bid No. 25-227, Sports Complex Walkway and ADA Parking Improvements, to Tierra Verde Builders in the amount of \$609,855.24.** Staff Resource: CIP Manager Martin Smith. Pg. 77
12. **Discussion, consideration and possible approval authorizing the Mayor to sign Letters of Support for the Town of Camp Verde's submission of six projects for the Northern Arizona Council of Governments 2027 Regional Priority Projects List Call for Projects.** Staff Resource: CIP Manager Martin Smith and Public Works Director Ken Krebbs. Pg. 115

13. **Discussion, consideration, and possible approval of Resolution 2026-2012 expressing the Town's support and commitment to issue a GAP loan, development fee waiver, and employment center documentation, contingent upon the award of Low-Income Housing Tax Credit funding, for the development of workforce housing serving households with annual gross incomes at or below 60% of Area Median Income, by Woda Cooper Development, Inc. in partnership with Montezuma Terrace Limited Partnership, and will be located at 360 North Homestead Parkway (APN 403-23-016B).** Staff Resource: Development Services Director Christian Green and Special Initiatives Manager Cliff Bryson. Pg. 145

14. **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 March 12, 2026 at 6:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Leah Rhodes

Leah Rhodes, Town Clerk

[Page intentionally left blank]



Meeting Date: March 18, 2026

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: Proclamation declaring the month of March 2026 as Red Cross Month.

Attached Documents: Proclamation

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:

In March, we celebrate American Red Cross Month by honoring our neighbors who make its humanitarian mission possible in the Town of Camp Verde. Every day, their acts of kindness change lives, bringing relief, comfort and hope when help can't wait. Additionally, this compassionate spirit runs deep in our community, just as it has for 145 years through the American Red Cross. These collective efforts are a powerful reminder that the strength of our community lies in our shared commitment to one another. As we mark Red Cross Month, let's celebrate our heroes and resolve to continue lifting each other up, so no one faces an emergency alone.

Question(s) before the Council:

- Does Council have any questions for staff?



Town of Camp Verde Proclamation

WHEREAS, during the month of March we recognize and celebrate American Red Cross Month, honoring the individuals in the Town of Camp Verde whose compassion and service make the organization's humanitarian mission possible, providing relief, comfort, and hope to those in need and reflecting the spirit of generosity that has defined the American Red Cross for more than 145 years; and

WHEREAS, today, those who serve with the Central Arizona Red Cross light the way during emergencies whether it's delivering shelter, food and comfort after disasters; providing a safe, lifesaving blood supply for patients facing conditions like cancer treatments, childbirth complications and traumatic injuries; assisting military members, veterans and their families with 24/7 global support; or empowering individuals with skills like first aid and CPR that save lives; and

WHEREAS, these collective efforts are a powerful reminder that the strength of our community lies in our shared commitment to one another; and

WHEREAS, as we mark Red Cross Month, let's celebrate our local heroes and resolve to continue lifting each other up, so no one faces an emergency alone.

NOW THEREFORE, I, Marie Moore, Mayor, of Camp Verde, on behalf of the Town Council and the residents of Camp Verde and Arizona, do hereby proclaim March 2026 as:

“American Red Cross Month”

I encourage all citizens of the Town of Camp Verde, Arizona to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed by the Seal of the Town of Camp Verde on this 18 day of March, 2026.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk

**Meeting Date:** March 18, 2026**Agenda Item Type:**

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

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

Agenda Title: Discussion, consideration and possible approval of a wired telecommunications license and right-of-way use agreement between the Town of Camp Verde and Wecom LLC.

Attached Documents:

- Camp Verde Wired Telecommunications License and ROW Use Agreement

Estimated Presentation Time: 5 minutes**Estimated Discussion Time:** 10 minutes**Reviewed By:**

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

Financial Review (if applicable):

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

Background Information:

The Town of Camp Verde has been approached by Wecom LLC, a Kingman, AZ based telecommunications company, seeking authorization to utilize the Town's public rights-of-way to install and operate fiber-optic telecommunications facilities. The purpose of this request is to enable Wecom to provide broadband and related wired communication services within the Town of Camp Verde.

Under Arizona law and federal telecommunications statutes, municipalities retain the authority to regulate and manage the use of their public rights-of-way, and to grant non-exclusive licenses to providers of telecommunications services. This authority is derived from A.R.S. §§ 9-581 through 9-583 and 47 U.S.C. § 253, which affirm local control over right-of-way management and allow the Town to require fair, reasonable, and non-discriminatory compensation for use of public property.

The proposed Wired Telecommunications License and Right-of-Way Use Agreement outlines the terms and conditions under which Wecom LLC may construct, operate, and maintain its fiber-optic infrastructure within Town-controlled rights-of-way. This Agreement also ensures that such use remains consistent with Town Code



Town Council Agenda Information Memorandum

requirements, public safety standards, and local permitting and inspection processes.

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

This action supports the FY25–30 Strategic Plan by enabling improved internet access and telecommunications reliability for local businesses and residents.

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

Move to **APPROVE** the Wired Telecommunications License and Right-of-Way Use Agreement between the Town of Camp Verde and Wecom LLC.

OR

Move to **APPROVE** the Wired Telecommunications License and Right-of-Way Use Agreement between the Town of Camp Verde and Wecom LLC **with the following amendments...**

OR

Move to **DENY** the Wired Telecommunications License and Right-of-Way Use Agreement between the Town of Camp Verde and Wecom LLC.

**WIRED TELECOMMUNICATIONS LICENSE
AND
RIGHT-OF-WAY USE AGREEMENT**

This Wired Telecommunications License ("License") and Right-of-Way Use Agreement ("Agreement") is effective as of this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Camp Verde, an Arizona municipal corporation ("Town") and Wecom LLC ("Licensee").

RECITALS

WHEREAS, Licensee has approached the Town for a telecommunications license and permission to use public right-of-way to enable it to provide services in the Town subject to the requirements of this License and Agreement; and

WHEREAS, Town is authorized to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend, and terminate licenses for and otherwise regulate the installation, operation, and maintenance of telecommunications facilities within the Town's boundaries pursuant to the Town's police powers, Camp Verde Town Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to A.R.S. §§ 9-581, 9-582, and 9-583), and other governmental powers and authority, which provide Town authority over public right-of-way; and

WHEREAS, Town desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the public right-of-way, while granting Licensee a License to install, operate, maintain, and repair its telecommunications facilities (i.e., cable containing bundles of multiple optical fibers) within the right-of-way; and

WHEREAS Licensee desires a wired telecommunications license and agrees to provide and maintain accurate maps showing the location of its facilities in the Town's right-of-way and other reasonable mapping requirements the Town may establish from time to time to ensure accurate information regarding the location of such facilities;

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this License and Agreement, and for other good and valuable consideration, the Town hereby grants to Licensee a License pursuant to the terms and conditions set forth herein.

AGREEMENT

SECTION 1. Definitions

ACC means the Arizona Corporation Commission.

A.R.S. means Arizona Revised Statutes.

Backbone means a high-speed network that interconnects smaller, independent networks and is the through-portion of a transmission network (not the spurs that branch off).

Call means the operations required to set up or establish, maintain, and terminate or release a connection through a telephone network in support of a communication between two or more stations. A call comprises a sequence of events that begins when an end user at an originating station initiates a call request to a switch that may work in conjunction with other switches to establish a connection to an end user at a destination station, and concludes when one party (user) terminates the connection.

Claim(s) means and includes losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees incurred through all appeals.

Coarse Wavelength Division Multiplexing ("CWDM") is a variation of WDM that carries four to eight wavelengths per fiber or more that is designed for short- to medium-haul networks (regional and metropolitan areas).

Commercial Mobile Radio Services means two-way voice commercial mobile radio service as defined by the FCC in 47 CFR 20.3.

Common Carrier means a private company offering interstate or foreign communication by wire or radio or the interstate or foreign transmission of energy to the general public on a non-discriminatory basis.

Conduit means a pipe of either metal, ceramic or plastic that protects buried cables.

Conduit System means any combination of Ducts, Conduits, Manholes, and handholes joined to form an integrated whole.

Contractor means any person, firm, partnership, corporation, association or other organization, or a combination of any of them, that performs services or provides goods relating to this Agreement. Contractor shall include any subcontractor hired and/or used for the performance of services or provision of goods relating to this Agreement.

Dark Fiber means fiber optic strands that are not connected to transmission equipment.

Dense Wavelength Division Multiplex ("DWDM") is a variation of WDM but with much higher bandwidth and density. Using DWDM, up to 80 or more separate wavelengths or channels of data can be multiplexed on a single optical fiber. Each channel carries a time division multiplexed (TDM) signal. Since each channel can carry up to 2.5 Gbps, up to 200 billion bits per second can be delivered by the optical fiber simultaneously.

Duct means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires and other Facilities.

Equipment means any tangible asset used to install, repair, or maintain Facilities in any ROW.

Facilities means the plant, equipment, and property used in the provision of communication and telecommunication services and not owned by the Town, including, but not limited to, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances placed in, on, or under Public Highways.

FCC means the Federal Communications Commission.

Fiber-Optic Network is a communication system consisting of an optical transmitter to convert an electrical signal into an optical signal to send into the optical fiber, a cable containing bundles of multiple optical fibers that are routed through underground conduits and buildings, multiple kinds of amplifiers, and an optical receiver to recover the signal as an electrical signal.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications.

Inner-Duct means a pathway created by subdividing a Duct into smaller channels.

Intrastate Call means a call in a conventional circuit-switched network that originates and terminates in a single state.

Interstate Call means a call in a conventional circuit-switched network that originates in one state and terminates in a different state (or country).

Interstate Telecommunications Services Provider means a Telecommunications Corporation that places underground or above ground Facilities in the Public Highway for interstate telecommunications services.

Interstate Traffic means a communication or transmission that originates in any state, territory, possession of the United States, or the District of Columbia and terminates in another state, territory, possession, or the District of Columbia.

Manhole means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating and maintaining cable and fiber in a Conduit.

Multichannel Video System includes:

- A. A “cable system,” as the term is defined in Title VI of the Federal Communications Act of 1934, providing service within the Town;
- B. An “Open Video System,” as the term is defined in Title VI of the Federal Communications Act of 1934, 47 U.S.C. § 573 and implementing regulations (47 CFR § 76.1500), providing service within the Town;
- C. Any other system providing Multichannel Video Programming Services within the Town, where the service is transmitted in whole or in part via wires or lines that are in or cross any ROW within the Town. The preceding sentence shall apply whether the provider owns, leases or otherwise obtains the right to use the wires or lines, including wires or lines of a telecommunications provider used pursuant to tariff or otherwise for that purpose;
- D. Any other system providing Multichannel Video Programming Services within the Town where a license or similar permission or approval from the Town is required under applicable law.

For purposes of this License “Multichannel Video Programming Services” means multiple channels of video programming where some or all of the video programming is generally considered comparable to programming provided by a television broadcast station or by a direct to home satellite service. Multichannel Video Programming Services specifically includes but is not limited to "cable service" as the term is used in Title VI of the Federal Communications Act of 1934.

Parties shall collectively mean the Town and Licensee.

Point of Presence (POP) means a telecommunications facility where network equipment is located to be used to connect customers to a network Backbone.

Provider means a Telecommunications Corporation that constructs, installs, operates of maintains telecommunications Facilities in the Town Public Highways.

Public Emergency means any condition which, in the opinion of Town officials, poses an immediate threat to the lives or property of the citizens of Camp Verde or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc.

Public Highway means all the roads, streets and alleys and all other public rights-of-way and public easements of the Town.

Public Service Corporation means a corporation engaged in furnishing gas, oil, or electricity for light, fuel, or power; or in furnishing water for irrigation, fire protection, or other public

purposes; or in furnishing, for profit, hot or cold air or steam for heating or cooling purposes; or engaged in collecting, transporting, treating, purifying and disposing of sewage through a system, for profit; or in transmitting messages or furnishing public telecommunication services, and all corporations other than municipal, operating as common carriers. However, a message transmitting company is only a public service corporation if it is a common carrier.

Public Utility Easement means an easement or other real property right that is granted, dedicated, reserved or otherwise conveyed for the use of utility facilities, regardless of the language used in creating such right, and regardless of the inclusion of other authorized uses.

Right-of-way ("ROW") means an area of land, which by deed, conveyance, agreement, easement, dedication, usage or process of law, is reserved or dedicated to the Town for public purposes, including, but not limited to, street, highway, alley, public utility, pedestrian walkway, bikeway, or drainage.

Service Lateral means an underground facility that is used to transmit, distribute, or furnish communications from a common source to an end-use customer.

Telecommunications means the transmission, between or among points specified by the user or information of the user's choosing, without change in the form or content of the information as sent and received. **However, the term does not include commercial mobile radio services, pay phone services, interstate services, cable services, information services, or the leasing of dark fiber for transmission purposes.**

Telecommunications Corporation means any Public Service Corporation to the extent that it provides telecommunications services in this state.

Telecommunications Services means the offering of telecommunications for a fee directly to the public, or to such users as to be effectively available directly to the public, regardless of the facilities used.

Wavelength Division Multiplexer ("WDM") means a device that combines optical signals from multiple different single-wavelength end devices onto a single fiber. WDM carries two to four wavelengths per fiber.

SECTION 2. Permission to Use Right-of-Way

2.1 Grant of License. Subject to the provisions of this Agreement, the Camp Verde Town Code, and Arizona and federal law, Town grants to Licensee permission through a telecommunication license to use the designated "Use Area" portions of the ROW subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all terms and conditions of this Agreement.

2.1.1 Use Areas Defined. The Use Areas are the portion of ROW within the Town's corporate boundaries as shown on Exhibit A attached hereto and incorporated herein by reference. The ROW is limited to the public street and alley rights-of-way and public utility easements that are owned by Town from time to time

comprising Town's Public Utility Easement network. The land comprising the ROW will decrease, increase, and otherwise change over time due to abandonments, dedications, annexations, de-annexations, and other events that affect the amount of land included in Town's public utility ROW network inventory. This Agreement does not allow Licensee to use ROW that is abandoned, condemned, removed from the Town's corporate boundaries, or is otherwise no longer part of the Town's public utility easement network. It is the obligation of the Licensee to, from time to time, confirm that the Use Area is Town ROW.

- 2.1.2 Non-Use Areas. Licensee shall not use or occupy any area other than as permitted pursuant to this Agreement. The Facilities shall be confined to the Use Areas. The Use Areas do not include any third-party areas. Licensee agrees that its use of the third-party areas is dependent upon third party permission, which permission is outside of the control of the Town.

2.2 Conditions of Grant; Permitted Uses. Licensee's use and occupation of the ROW shall in all respects conform to all and each of the following provisions:

- 2.2.1 Permitted Uses. Licensee shall use the portions of the ROW solely for the uses allowed under this License and Agreement and shall conduct no other activity at or from those designated portions of the ROW where it has permission to be. The permitted uses are limited to the following:

2.2.1.1 Constructing, maintaining, repairing, and operating the Facilities as described in this Agreement.

2.2.1.2 To the extent that any Fiber Optic Networks within the route within the Town carry intrastate and/or interstate Calls as referenced by A.R.S. §§ 9-582 and 9-583, the Town hereby grants Licensee a revocable and nonexclusive Telecommunications License ("Nonexclusive License") to run concurrently with the term of this Agreement. The permission granted herein shall be limited to the Fiber Optic Network routes identified in the map submitted to the Town as part of Licensee's application and to future expansions or extensions that are done by Licensee in accordance with Section 12.

2.2.1.3 Such additional related uses for which Town may give consent from time to time. Such additional uses may only be conducted following Town's giving to Licensee notice of such consent. Town may terminate or impose conditions and limitations on such consent from time to time in Town's sole and absolute discretion.

2.3 Prohibited Uses. All other uses of the ROW are prohibited. Licensee may not allow third parties to use the Facilities for any use that Licensee itself does not have the authority under this License and Agreement to use the Facilities for. The Telecommunications License granted by this Agreement does not allow Licensee to provide one-way transmissions by anyone directly

to customers or any other type of video programming or other programming or transmission that may be subject to a cable television or video services system license or franchise. This License does not allow a Multichannel Video System and/or the providing of Multichannel Video Programming Services and the Parties agree that a separate agreement would be needed in order to have such a system or to provide such services.

2.4 Facilities Limited. The authority to install and construct any Conduit System and/or Fiber Optic Networks on Town property granted herein authorizes Licensee only to install such fiber as is necessary to construct and operate the infrastructure described in this Agreement in order to provide the authorized services and does not authorize Licensee to install or construct any Facilities not expressly provided for in this Agreement. Future expansions may be approved by a site license, if determined appropriate by the Town Engineer in his discretion, however, the terms and conditions of this Agreement shall apply to any such expansion area and Licensee shall provide to the Town an updated Exhibit A depicting the area by map. Any expansion requesting payment-in-kind of any nature in lieu of any part of the right-of-way use fee shall require Council approval and amendment of this Agreement to specify the terms of payment.

2.5 Empty Conduit. To the extent that Licensee occupies the ROW with solely empty Conduit and/or leased Dark Fiber and/or uses ROW to provide services other than telecommunication services as defined by A.R.S. § 9-581, such use and/or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits and laws.

2.6 Compliance with Applicable Law. Licensee shall comply, in all material respects, with all applicable laws as amended from time to time, including but not limited to, the Camp Verde Town Code and Arizona and federal law in the exercise and performance of its rights and obligations under this Agreement.

SECTION 3. Non-Exclusive Rights/Priority Rights

3.1 Non-Exclusive Grant. This grant is not exclusive, and nothing herein contained shall be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm or corporation, or to deny to or lessen the powers and privileges granted to the Town under the Constitution and laws of the State of Arizona.

3.2 Subject to Town's Use or Occupancy. Any and all rights granted to Licensee shall be subject to the prior and continuing right of Town to use the ROW exclusively or concurrently, with any other person or persons, and to manage Town's owned facilities. Any and all rights to occupy the ROW granted to Licensee shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this License shall be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights.

3.3 Subject to Others' Use or Occupancy. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of any ROW shall be subordinate to: A) any prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity; B)

any prior lawful occupancy or use thereof by any other person; C) and to any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with property rights established independently of this Agreement.

3.4 Rights Reserved to Town. There is hereby reserved to Town every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance and Licensee by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the Town in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of Town.

3.5 Town's Modification Rights. Nothing in this Agreement shall be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining its Facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the Town, to remove, relocate or abandon in place Licensee's Facilities in order to accommodate the reasonable activities of the Town. The Town shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of its Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of Town facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations and do not result due to the Town's gross negligence or willful misconduct.

SECTION 4. Notice of Other Users

4.1 Third Party Contracts. Licensee may enter into contracts with unrelated third parties ("Users") in the ordinary course of Licensee's business for use of the Conduit Systems and/or Fiber Optic Networks within the portions of the ROW subject to this Agreement. Such contracts ("User Contracts") shall be subject to all requirements and provisions of this Agreement and the following:

- 4.1.1 No person shall transmit voice, video, or data over the Fiber Optic Networks or otherwise use the Conduit System(s) except under a User Contract with Licensee.
- 4.1.2 Such Users shall not perform any construction, maintenance, repair or other work of any kinds in the ROW related to the Fiber Optic Networks or Conduit System(s) and the identity of such Users must be disclosed to the Town upon request but such information will be considered Confidential and Proprietary under Section 31. All User Contracts shall prohibit such Users from performing any construction, maintenance, repair, or other work of any description in the ROW related to the Fiber Optic Networks or Conduit System(s), unless such Users have an agreement with the Town.
- 4.1.3 In the event the User Contract provide for the User to construct, install, operate or maintain any portion of the Fiber Optic Networks or Conduit System(s) within the route in the ROW, no such arrangement shall proceed until the User enters into an Agreement with the Town for use of the Town's ROW.

4.2 Responsible for Third Party Users. Licensee shall cause to comply with this Agreement all persons using the ROW through or under Licensee or this Agreement. Licensee is responsible for any violations of this Agreement by persons using the ROW through or under Licensee or this Agreement.

SECTION 5. Description of the Services and Routes

Licensee currently uses its Fiber Optic Network to provide the following services: Provider of Internet based service for the general use of residential and commercial customers.

SECTION 6. Regulatory Conditions Relating to Right-of-Way Usage

For purposes of this Agreement, whenever work is done in the ROW relating to any of the Facilities, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all of its Contractors and that the obligations of Sections 6 and 7 are imposed on both Licensee and any of its Contractors, who will be considered Licensee's agents and for whom Licensee will be responsible. Licensee will ensure that Licensee and its agents comply with ROW use requirements as follows:

6.1 Registration. Licensee agrees to register with the Town by completing an application or renewal form and paying the applicable application fee.

6.2 Notice of Changes. Licensee shall file a proposed amendment to the registration before it makes any change that would render the registration information incomplete or inaccurate. A change of Licensee's name or address must be filed at least 10 days prior to the date the change becomes effective; a change in the telephone number must be filed 10 days before the change becomes effective.

6.3 Facilities Construction. Licensee is completely responsible for ensuring that its Facilities are constructed, installed, operated and/or maintained in accordance with the Camp Verde Town Code and established practices with respect to such ROW and easements such as the proper permits being applied for prior to commencing any work and that the terms and conditions of such permits are strictly followed.

6.4 Plan Approval. Licensee's use of the ROW and easements under the control of the Town shall be according to plans approved by the Town Engineer, provided that such approval shall not be unreasonably withheld or delayed.

6.5 Interference Minimized. The Facilities to be constructed, installed, operated maintained, upgraded, and removed hereunder, shall be so located or relocated as to interfere as little as possible with traffic or other authorized uses within said ROW and easements. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, and paving, as well as the location or relocation of said Facilities shall be subject to regulation by the Town Engineer.

6.6 Town's Reserved Powers. Licensee and its agents shall be subject to the Town's exercise of such police, regulatory, and other powers as it now has or may later obtain. Town shall have

continuing jurisdiction and supervision over any Facilities located within or on ROW. Daily administrative, supervisory, and enforcement responsibilities shall be delegated and entrusted to the Town Manager or designee to interpret, administer, and enforce the provisions of this License and Agreement.

SECTION 7. Plan Approval, Permits, and Inspection

7.1 Required Approvals. No Facilities shall be installed, constructed, located on, or attached to any property within the Town until Licensee has applied for and received approval for permits from the Town Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions and negligence of its Contractor(s) who are involved in the installation, construction, maintenance, repair, location, relocation and any other activity involving Licensee's Facilities subject to this License and Agreement. Additionally, Licensee and its Contractor(s) shall comply with all other provisions of the Camp Verde Town Code, regarding streets and sidewalks, and other applicable Town and/or county regulations, as applicable. All rights hereunder are granted under the express condition that the Town shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare to the same extent that such restrictions and limitations are applied to all non-governmental users of the ROW.

7.2 Permits; Licenses. Licensee shall submit the applicable permit application(s) together with the details, plans, and specifications for Town review and approval, and pay all applicable application, review and inspection fees prior to any and all construction work performed pursuant to the rights granted under this Agreement. Licensee and/or its Contractor(s) shall abide by all stipulations of all licenses and permits issued. If Licensee desires to change the location of any portion of the Conduit System(s) and/or Fiber Optic Network(s), including any related Facilities or Equipment, from that set forth in the initial Permit Application, Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction.

7.3 Multiple Permit Policy. The Town may issue reasonable policy guidelines to all licensees/users to establish procedures for determining how to control issuance of engineering permits to multiple licensees/users for the same one-mile segments of their Facilities. Licensee agrees to cooperate with the Town in establishing such policy and comply with the procedures established by the Town Engineer or designee to coordinate the issuance of multiple engineering permits in the same one-mile segments.

7.4 Approval; Denial. Town will approve or deny such applications based on the availability of space at the location sought by Licensee, safety, and other considerations in accordance with the Town's Code, applicable ROW construction regulations, and other applicable law. The Town agrees to work in good faith with Licensee to approve any requested permit as promptly as possible and agrees to approve any application for a permit (or provide a detailed explanation of the reason(s) for a rejected application) within fourteen (14) days of Licensee's submission of such application. Licensee and/or its Contractor(s) agree to comply with the terms of Town-issued licenses and permits.

7.5 Construction Standards. Any new Conduit or other Facilities placed in the ROW will be constructed using industry standard construction techniques, including microtrenching, aerial

attachment, directional boring, standard trenching, and vibratory plowing. The Licensee shall prioritize construction methods that minimize impacts to Town roadways and associated infrastructure, meaning that Licensee shall attempt to deploy its fiber network using aerial construction or vibratory plowing whenever reasonable, with microtrenching being the third priority of construction methodology (with Town approval, as set forth below). Other material placed in the ground may include concrete manholes and fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs and shall be installed in an organized fashion approved by the Town. Construction shall be in full compliance with Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG"), any Town supplements to MAG, and the Town of Camp Verde encroachment and other permit regulations, as may be applicable.

7.6 System Component Changes. If Licensee desires to change the components of any of the Fiber Optic Network and such would require Licensee to obtain a permit, written approval of such change must be obtained from the Town Engineer.

7.7 Specifications. The Town shall have the right to inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it shall find necessary to meet Town standards and the MAG Uniform Standard Specifications and Details for Public Works Construction to ensure compliance with the terms of this License and other pertinent provisions of law.

7.8 New System Installation. Any new Conduit system(s) and/or Fiber Optic Network(s) shall be installed as agreed upon by Licensee and the Town. If portions of this project will take place on the major arterial streets in Town, Licensee and Town will work to minimize the inconvenience to the citizens of Town and others who use those major arterial streets impacted by the project by developing segments of the project to be completed in sequence.

7.9 Minimal Interference with Town Uses. Any Conduit systems and/or Fiber Optic Network(s) to be constructed, installed, operated, and maintained under this Agreement shall be located or relocated so as to not unreasonably interfere with traffic, existing utilities, existing or future fire, emergency, or other Equipment, methodology, or technology (i.e., voice or other data carrying receiving of transmitting equipment), or other authorized uses over, under, or through said streets and public ways. If such unreasonable interference should occur, Licensee shall immediately discontinue using the Equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to alter or eliminate such interference to the satisfaction of Town. Any such corrective measures shall be made at no cost to Town.

7.10 [Reserved.]

7.11 Facility Location Street Opening. Although the precise placement and location of any additional Facilities shall be determined by the Town through the applicable permitting process, and while the Town and Licensee shall work together in good faith to evaluate reasonable alternatives, including consideration of the relative cost of construction methods to the Licensee, the Town shall retain final authority over the approved location and construction methodology.

The Town has expressed its preference that Facilities be installed outside paved roadway areas whenever feasible and reasonable. Arterial streets shall not be bored unless approved by the Town Engineer or designee in their reasonable discretion. If a street opening in new or resurfaced pavement cannot be avoided, Town Ordinance 2024-A497 restricting trenching shall apply; provided, however, that the Town will consider in good faith any reasonable request for a waiver to allow microtrenching where necessary for the Licensee's network build, with final approval remaining in the Town's discretion. The Ordinance includes specific provisions governing trenching within restricted asphalt areas, and the Licensee and its contractor shall strictly adhere to all applicable paving and restoration requirements set forth therein. Upon completion of installation, the Licensee shall restore all disturbed property, improvements, and landscaping to a condition substantially comparable to that existing prior to construction, in compliance with applicable Town standards, and shall do so diligently and within a reasonably prompt timeframe.

7.12 Representative. Licensee shall also provide and identify a representative, such as a project manager, who shall be the contact person for the Town during any construction periods.

7.13 Neighbor Notification. Prior to the start of any construction work, Licensee shall provide written notice to the businesses and/or residences adjacent to the work being done. If an emergency requires activity without such written notice, Licensee shall use reasonable best efforts to provide timely actual notice to the owners or other persons having lawful control of the adjoining property.

7.14 Opening or Alteration. Whenever Licensee or its Contractors shall cause any opening or alteration to be made for any purpose in any public streets, or public places, the opening or alteration shall be completed and restored with due diligence within seven (7) business days, or such time as allowed by the Town Engineer. Licensee shall upon the completion of the opening or alteration, restore the property, improvements, or landscaping disturbed to a condition substantially comparable to the condition before the opening or alteration and in compliance with any Town standards, as applicable, and the restoration shall be performed with due diligence within a reasonably prompt time.

7.15 Traffic Control

All traffic shall be regulated in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) standards and applicable Town policies and regulations, with a plan for such traffic control provided to the Town for review and approval. Licensee shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well-qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazard and accidents. Licensee shall have full responsibility and liability for traffic control for work performed by Licensee or their Contractors. Town will make no payment for traffic control. In the event Licensee or its Contractor(s) damage any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, it shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal

experience which is approved by the Town. Any damage caused by Licensee or its Contractor(s) or subcontractors that are repaired by the Town will be billed to Licensee at two times the cost. For the avoidance of doubt, Licensee shall have the ability to self-perform any required traffic control.

7.16 Clean Up. Licensee and/or its Contractor(s) shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and keep the work site of the work and ROW in a safe, neat and clean condition.

7.17 Safety. Licensee and Licensee's Contractor(s) shall be solely and completely responsible for the conditions of any job site where the infrastructure is being placed, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

7.18 Blue Stake. Licensee and its Contractor(s) shall comply with A.R.S. §§ 40-360.21 through 40-360.32.

SECTION 8. Hazardous Substances

8.1 Applicable Law. Licensee's and its Contractor(s)' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste, or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, *et. seq.*, the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, *et. seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et. seq.* or the Toxic Substances Control Act, 15 U.S.C. § 2601, *et. seq.* or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances").

8.2 Toxic Substance Restrictions. Licensee and/or its Contractor(s) shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

8.2.1 Vehicle Use. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery are permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery.

8.2.2 Batteries. Electric backup batteries.

8.3 Disposal. Licensee and/or its Contractor(s) shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by Town.

8.4 Use Restriction. Licensee and/or its Contractor(s) shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

8.5 Town Held Harmless. In addition to and without limitation of any other indemnities or obligations, Licensee shall pay, indemnify, defend and hold Town harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW used that is attributable to or directly caused by Licensee, its Contractor(s) or anyone using the ROW under this Agreement.

8.6 Notice to Town. Licensee and/or its Contractor(s) shall immediately notify Town of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's Contractors and/or any other persons using the ROW under this Agreement did not do any of the following: (A) Participate in the Toxic Substance coming to the ROW; (B) Fail to immediately report the Toxic Substance to Town; (C) Participate in spreading or otherwise disturbing the Toxic Substance; or (D) Exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

8.7 Acknowledgement of Potential Toxic Substances. Licensee understands the hazards presented to persons, property, and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

8.8 Notice of Violation. Within twenty-four (24) hours after any violation by Licensee and/or by its Contractor(s) of this Agreement pertaining to Toxic Substances, Licensee shall give Town notice reporting such violation.

SECTION 9. On-Call Assistance

Licensee shall be available to staff employees of any Town department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Facilities. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints.

SECTION 10. Mapping Requirement

10.1 As-Built Drawings. Licensee shall maintain As-Built Drawings of its Facilities located within the ROW and furnish a copy both electronically (or in a mapping format compatible with

the current Town electronic mapping format as specified by the Town) and in hard copy form on an annual basis or upon reasonable request by the Town. Licensee shall create and maintain maps of any of its Conduit System and/or Fiber Optic Network routes, new routes, and any above ground Equipment located in the ROW and precise and verifiable horizontal and vertical location information and will make this information available to the Town. Licensee will also provide surface-location marking of any of Licensee's Facilities that are located underground within any public ROW within 10 business days of installation. The information provided by Licensee under this section shall be accurate to the best of Licensee's knowledge. Licensee shall make every reasonable effort to provide accurate and useful information. Licensee shall be permitted to remove any information from the drawings provided hereunder that is not required for the Town's purposes or is otherwise confidential to Licensee.

10.2 Failure to Provide Updates. If complete updates are not provided in a compatible format, Licensee shall pay the actual, reasonable costs the Town incurs to update the Town's electronic mapping format due to the location or relocation of Licensee's Facilities.

10.3 Incorrect Format Records. In the event Licensee fails to supply records in the Town specified format and there is a cost to the Town in converting Licensee provided files, Licensee will be responsible for the conversion costs and will pay such costs within 30 days of the date of the bill from the Town invoicing the amount due.

10.4 Confidentiality. The files and drawings provided by Licensee to the Town shall be considered confidential and subject to the restrictions in Section 31 below and disclosed as a public record only to the extent required by A.R.S. § 39-126.01.

SECTION 11. Relocation

11.1 Relocation Costs. Licensee shall relocate at no expense to the Town any Facilities or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose and Town project whenever directed to do so by Town. However, to the extent that the Town receives grant funds from any third parties or government entities for a project that requires the relocation of Facilities owned, operated, and/or maintained by Licensee, the Town shall allocate such funds to the relocation of Licensee's Facilities, if such allowance is permitted by such grant funds. If more than one licensee is required to relocate for the same project, and is eligible for reimbursement, any such funds shall be distributed on a pro rata basis based on the total relocation costs of each of the licensees eligible for such reimbursement. Licensee shall not hold the Town liable for failure to request or file a claim for any funds for the relocation of the Licensee's Facilities. Such relocations shall be accomplished in accordance with the directions from Town and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits.

Within 90 days after service of notice by the Town, Licensee shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the 90-day period, Licensee shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the

sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the Town. Town agrees to cooperate with Licensee to identify alternate locations where available within the ROW.

11.2 Relocation Permits. Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating or reconstructing any portion of its Conduit System(s) or Fiber Optic Network(s) on public property or ROW. Notwithstanding the foregoing, Town understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities. Licensee will maintain any annual permits required by the Town for such maintenance and emergency repairs. Licensee will notify Town before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

11.3 Town Self-Help. If the Town needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the Town, it shall be entitled to seek payment for such relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 25.

11.4 Consent. Except as otherwise provided herein, Town shall not, without the prior written approval of Licensee, intentionally alter, remove, relocate, or otherwise interfere with any portion of Licensee's Facilities unless otherwise allowed by this Agreement. Any written approval required shall be promptly reviewed and processed by Licensee and shall not be unreasonably withheld.

SECTION 12. Expansion or Extension of the Current Use Area

12.1 Approval Required. Any further expansion and/or extension of Licensee's Fiber Optic Network and or empty Conduit placement shall require written approval from Town, which may be approved by a site license approved by the Town Engineer so long as any expansion requesting payment-in-kind of any nature in lieu of any part of the right-of-way use fee shall require Council approval and amendment of this Agreement to specify the terms of payment.

12.2 Expansions Governed by this Agreement. Licensee agrees that such further expansions and/or extensions shall be at all times governed by the terms and conditions of this Agreement.

12.3 Information Required. Requests for expansions and/or extensions should identify the route, number of conduits, size of conduits, fiber count, and intended use.

SECTION 13. Damage to Public Property

13.1 Duty to Restore Damage. In addition to any indemnity obligation under this License and Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is required or permitted under this Agreement, and such installation, removal or relocation damages or disturbs the surface or subsurface of any ROW or public property or the public improvement located thereon, therein, or thereunder, however such damage or disturbance was caused, Licensee, at its sole cost and expense, shall promptly restore

the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Town Engineer. If Licensee does not repair the damage or disturbance as just described, then Town shall have the option, upon 10 days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the proposed costs to be incurred or the actual costs incurred by the Town at Town's standard rates.

13.2 Emergency Restoration. Notwithstanding the notice provision above, in the event of a Public Emergency, the Town shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Town Engineer. The Town shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any severed Town-owned Conduit and/or fiber must be completely repaired or replaced to the nearest splice point. If the Town needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs, relocation and/or removal costs from Licensee and may draw upon a bond and/or letter of credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 13.3 below.

13.3 Payment Deadline. Upon the receipt of a demand for payment by Town, Licensee shall, within 30 days, reimburse Town for any costs.

SECTION 14. Public Emergency Disruption by Town

Town shall have the right, because of a Public Emergency, to sever, disrupt, remove, tear out, dig-up, or otherwise damage and/or destroy Facilities of Licensee without any prior notice if the action is deemed necessary by the Town Manager, Town Marshal, Town Engineer, or Public Works Director. In such event, neither the Town nor any agent, contractor, or employee of the Town shall be liable to Licensee, its Contractors or its customers or their parties for any harm so caused to them or the Facilities, unless such damages are caused by Town's gross negligence or willful misconduct. When practical and if possible, Town will consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical damage to and disruption of operation of the Fiber Optic Networks. Town shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of its Facilities damaged pursuant to any such action taken by Town.

SECTION 15. Public Safety/Hazards

If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the Town, to other improvements or activities within or outside of the route area(s), or to Town's ability to safely and conveniently operate the ROW or perform Town's utility, public safety and/or other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard at no expense to Town to remove any such hazard or impediment. If the

Licensee's response is delayed or the work cannot be completed within a reasonably practicable time, the Town may take action to remove any immediate hazard or impediment to the public.

SECTION 16. Contractors

The specific independent Contractors and/or subcontractors identified and used by Licensee for the construction activities to expand and extend Licensee's Facilities and Service Area will need to be approved by the Town Engineer or designee prior to issuance of construction permit. Approval shall not be unreasonably withheld, delayed, conditioned, or denied. Any Contractors performing construction work within the ROW or public easements shall comply with licensing requirements of the Arizona General Contractors. Licensee represents and warrants all independent Contractors maintain coverages the same as all the requirements stated herein for Licensee.

SECTION 17. Legal Workers

If, and to the extent A.R.S. § 41-4401 is applicable to this Agreement, Licensee shall comply with laws regarding workers as follows:

17.1 Warranty of Compliance. Licensee warrants to Town that Licensee and all of its Contractors will comply with federal immigration laws and regulations that relate to their employees and that there is compliance with the E-Verify Program under A.R.S. § 23-214.

17.2 Breach of Warranty. A breach of the foregoing warranty by Licensee shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

17.3 Inspection of Records. Town retains the legal right to inspect records to ensure compliance with the warrant given above.

17.4 Warranty of Violations. Licensee shall indemnify, defend, and hold Town harmless for, from, and against all losses and liabilities arising from any and all violations of the warranty given above.

SECTION 18. Effective Date and Validity of Agreement

18.1 [RESERVED]

18.2 Representation and Validity of Agreement. Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the Agreement. Licensee acknowledges and accepts the right and authority of Town to execute this Agreement and to enforce the terms herein.

SECTION 19. Term of Agreement

The original term of this License and Agreement shall terminate 11:59 p.m. on the date prior to the date that is the twentieth (20th) annual anniversary of the Effective Date of this Agreement, unless sooner terminated as set forth in this Agreement.

SECTION 20. Modification, Renewal, Extension

20.1 Renewal Process. At the end of the original Term, this License and Agreement shall be automatically renewed for successive additional terms of five (5) years each (each, an "Extension Term"), so long as Licensee has complied with the License and Agreement's terms and conditions and is not currently in default hereunder. Such Extension Term would expire at 11:59 p.m. on the fifth (5th) anniversary of the beginning date of the then-current Extension Term (same day and month as the original Term's anniversary date) if Licensee provides written notice of non-extension to the Town at least ninety (90) days prior to the expiration of the Term or then-current Extension Term, as applicable.

20.2 Renewal Fee. The Town's renewal fee shall be paid at the time of the submission of the application.

20.3 Agreement Changes. Town shall have the right to renegotiate any of the terms that may be required by applicable federal, state or local law or regulations. Licensee understands that the Town may adopt future code amendments and/or fee schedules relating to Facilities located within the ROW, which may replace in its entirety the current fees and other costs imposed under this Agreement. Licensee acknowledges the right of the Town to adopt and implement such lawful code amendments and/or fee schedules.

20.4 Holdover Term. If Licensee's Facilities remain in the ROW, and Licensee continues to use such Facilities beyond the expiration of the license term and pay the annual fees, the License shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days beyond the expiration of the term or until the date of the first Town Council meeting scheduled immediately after the expiration of the term, and no permits will be issued to Licensee by the Town until a new License has been approved by the Town Council.

20.5 Expiration of Holdover Term. Failure by Licensee to have a valid License and Agreement to use the ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the Town to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the Town prior to the expiration of the License and Agreement, the Town may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of the Agreement.

SECTION 21. Payments

21.1 No Rights Waived. By entering into this Agreement, neither party waives any current or future rights reserved under the Telecommunications Act of 1996, including but not limited to,

those rights set forth in Section 253(c), reserving the Town's right to manage the public ROW and to require fair, non-discriminatory and reasonable compensation for use of the public ROW.

21.2 Payments to Town. Licensee shall be solely responsible for payment to Town as follows:

21.2.1 Application Fee. Licensee shall pay Town an application fee in the amount of two thousand five hundred dollars (\$2,500.00) for the administrative costs involved in the issuance of this License, which shall be due after execution of this Agreement at the time of the submittal of the application.

21.2.2 Transaction Privilege Tax. Licensee will owe transaction privilege tax on any qualifying services under the Camp Verde Town Code.

21.2.3 ROW Usage Fee for Provision of Interstate Telecommunications Services. A Fiber Optic Network in the ROW that carries interstate traffic between and among Licensee's interstate points of presence exclusive of the Fiber Optic Network used by the local network and the portion of the interstate network that carries intrastate calls is subject to an annual fee based on the number of linear feet of trench in the ROW. The annual fee is \$2.10 per linear foot of trench in the ROW, which may be adjusted annually based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index-All Urban Consumers, West Region for All Items (CPI). If there is no increase in the CPI, the fee shall remain what it was for the prior year. The total annual fee shall be paid in four equal quarterly installments, due on the first day of each calendar quarter.

21.2.4 Compensation for Use of ROW. Licensee agrees to pay an annual fee for the portion of the ROW used by Licensee for Dark Fiber or Conduit leasing to Users, empty Conduit occupation of the ROW, and any other uses other than those conforming to the definition of Telecommunication Services as defined in A.R.S. § 9-581. Unless a different calculation for fair and reasonable compensation is agreed to by the Town, the fee will be calculated at the same linear foot rate as in Section 21.2.3 above.

21.2.4.1 Licensee warrants and represents that at the time of the execution of this Agreement, it is not leasing Dark Fiber or Conduit to third party Users within the ROW. In the future, should Licensee lease any of its Dark Fiber or Conduits to a third-party User, Licensee shall immediately notify the Town of the location and footage of such leased Dark Fiber or Conduit route(s) and pay a pro-rated linear foot fee that is due for the length of such route(s), unless a different calculation for fair and reasonable compensation is agreed to by the Town.

21.2.4.2 Alternative Compensation for use of ROW. The annual fee payment set forth in Subsection 21.2.3 above, shall be reduced in the event the Parties agree to an in-kind payment arrangement, which may include

Conduit and/or fiber, and shall be less than or equal to and offset against the linear foot charge, as agreed to by the parties. The terms of any such alternative compensation shall be set forth below in Section 22, which may be amended from time to time along with Exhibit A to this Agreement, if Licensee expands its areas in the Town.

21.3 Annual Payments. For any annual payment(s) owed, Licensee shall make such payment(s) to the Town within 30 business days of the Effective date of this Agreement and by the anniversary of such Effective Date thereof for the duration of the term, except as expressly stated otherwise in this Agreement.

21.4 Arrearage. As of the date of this Agreement, the Town agrees that Licensee has no outstanding amounts owed to the Town and will begin this Agreement in good standing.

21.5 Permit Fees. Licensee shall pay all applicable plan review and construction permit fees to place Facilities in the ROW, which includes charges for encroachment permit applications, issuance, inspection, testing, plan review and any other fees adopted by Town and applicable to persons doing work and/or encroaching in the Town's ROW pursuant to Camp Verde Town Code.

21.6 Damage Fees. Licensee shall pay any reasonable costs associated with any damage caused to the ROW or public property.

21.7 Pro-rated Fees. Within thirty (30) days after the issuance of a permit for the installation of additional footage of Conduit(s), if such installation subjects Licensee to an annual fee pursuant to Section 21.2.3 or Section 21.2.4 above (if applicable), Licensee will pay a pro-rated portion of the annual fee, as adjusted, per linear foot for that section of its expanded route. The prorated annual fee shall be determined by multiplying the annual footage fee, as adjusted, for the year of payment, by a fraction, the numerator of which is the number of full months between the month installation and the next following anniversary date of this Agreement and the denominator of which is 12. In the event, Licensee cancels or returns a permit and does not construct or install Facilities, which had been approved by such a permit, the footage fees previously paid for ROW or public property used or occupied by Licensee shall be applied as a credit toward any annual fee or refunded to Licensee by Town.

21.8 Checks. Any checks should be sent to the Town at Town of Camp Verde Finance Department, 600 S 1st Street, Camp Verde, AZ 86322, or as otherwise directed by the Town.

21.9 Interest. Licensee agrees that if it fails to pay any amounts owed to the Town by the time prescribed for payment, Licensee shall pay interest on the amounts owed, at the rate of one percent (1%) per month. If the dispute is later resolved in favor of the Town, Licensee will owe the interest on the amount determined to be owed.

SECTION 22. [Reserved]

SECTION 23. Taxes

Licensee shall pay any applicable Town, county, and state transaction privilege and use tax. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to Section 21. Licensee consents to the disclosure of information reported on Licensee's transaction privilege tax returns by authorizing the Town's tax collector to release information to the Town Manager or designee.

SECTION 24. Performance Bond

24.1 Bond Requirements. Prior to receiving any permit to construct, install, maintain or perform any work on public property that requires a permit from the Town pursuant to applicable Town codes, Licensee shall cause to be filed and maintain until either completion of the construction or termination of this Agreement as determined by Licensee, a faithful performance bond in favor of Town in the sum of Three Hundred Thousand Dollars (\$300,000) to guarantee that Licensee shall observe, fulfill and perform each and every term of this Agreement. In case of any breach of any condition of this Agreement, any amount of the sum in the bond, up to the whole thereof, may be forfeited to compensate Town for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. Upon material default that remains uncured (after written notice) for greater than 30 days, the Town shall have the full power to draw upon the performance bond to cure such material default. No draws on the performance bond shall be made without the prior written approval of the Town Manager and 30 days prior written notice of intent to draw to Licensee.

24.2 Withdrawal. If Licensee fails, within 10 business days of a notice of intent to draw on the performance bond, to either (a) dispute the notice in writing; (b) pay Town any taxes or fees due and unpaid; (c) repay to Town, within such 10 business days of such notice, any damages, costs or expenses which Town shall be compelled to pay by reason of any act or default of Licensee in connection with this Agreement; or (d) within 30 days of such notice of failure by Licensee to dispute the notice in writing, or comply with any provision of this Agreement which Town reasonably determines can be remedied by a draw on the performance bond, Town may immediately draw the amount thereof. Upon such draw, Town shall notify Licensee of the amounts and date thereof.

24.3 Restoration of Bond. Within 20 days after notice to Licensee that any amount has been drawn by Town on the performance bond, Licensee shall restore the performance bond to the original available amount (\$300,000.00).

24.4 Erroneous Withdrawal. Any funds that Town erroneously or wrongfully draws on the performance bond shall be returned to Licensee or its surety, within 30 business days of such a determination. If the Licensee believes any funds have been erroneously or wrongfully drawn from the performance bond, the Licensee shall provide written notice to the Town and allow the Town an opportunity to resolve the issue in good faith.

24.5 Bond Release. If Licensee has completed the above construction and wants the bond released, the Town will need to inspect and approve the construction prior to such release.

However, a performance bond will be required for each subsequent or additional construction project and/or work on public property.

24.6 Rights Reserved. The rights reserved to Town, with respect to the performance bond, are in addition to all other rights of Town whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to performance bond shall affect any other right Town may have.

SECTION 25. [Reserved]

SECTION 26. Insurance

26.1 Minimum Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain for the mutual benefit of the Town and Licensee, general public liability insurance against claims for bodily injury, death or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Licensee or its officers, agents, representatives, employees or servants during all times that this License and Agreement is in effect. Insurance limits are inclusive of umbrella coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.

26.2 General Requirements. Licensee's insurance, the types and amounts required in this section, shall be from companies possessing a current A.M. Best, Inc. rating of A-V, or better and legally authorized to do business in the State of Arizona.

26.2.1 All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of Town, constitute a material breach of this Agreement and may result in termination of this Agreement.

26.2.2 The insurance coverage, except workers' compensation, required by this Agreement, shall name Town, its agents, representatives, directors, officials, and employees, as additional insureds, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self-insured retention and/or insurance coverage carried by Town, or its employees shall not contribute to the coverages provided by Licensee. This provision and the naming of the Town as an additional insured shall not be construed as giving rise to responsibility or liability of the Town for applicable deductible amounts under such policy(ies).

26.2.3 The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Licensee 's acts, errors, mistakes, omissions, work or service.

26.2.4 The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed

by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. Self-insured retentions of up to One Million Dollars (\$1,000,000) shall be accepted.

26.2.5 All policies shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Town ten (10) days prior to a written notice for non-payment of premiums.

26.2.6 Licensee shall be responsible for ensuring that the Town is notified within the above noted time period of the occurrence of any reduction in the insurance coverage amounts, cancellation or expiration of any of the policies as required by this License and Agreement.

26.2.7 Licensee shall include all Contractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for Contractors shall be subject to all the requirements stated herein for Licensee.

26.2.8 Town reserves the right to periodically review said insurance limits to ensure coverage based on market and risk requirements throughout the effective term of this Agreement.

26.3 Proof of Insurance-Certificates of Insurance.

26.3.1 Prior to or upon execution of this Agreement, Licensee shall furnish to Town Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the Town's Risk Management Division approval of such Certificates. Such certificate(s) shall include the endorsement listing the Town as an Additional Insured pursuant to Section 26.2.2 and shall be attached as Exhibit B to this Agreement.

26.3.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town prior to the expiration date.

26.3.3 All Certificates of Insurance shall identify the required policies in effect on behalf of Licensee, their policy period(s), and limits of liability. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the Agreement documents. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to the Town.

26.3.4. Town reserves the right to request, within 10 business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Town shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of Town's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

26.4 Required Coverage.

26.4.1 Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by a consultant or Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts Licensee may be legally liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG 00 01 10 01 and CG 20 37 07 04 or equivalent thereof, including, but not limited to, severability of interest and waiver of subrogation clauses.

26.4.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees;

26.4.3 Claims for damages insured by usual personal and advertising injury liability coverage;

26.4.4 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

26.4.5 Claims involving contractual liability insurance applicable to Licensee's obligations under the Indemnification Agreement.

26.5 Commercial General Liability – Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written for not less than Five Million Dollars (\$5,000,000) limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of Five Million Dollars (\$5,000,000) per occurrence and an aggregate of Six Million Dollars (\$6,000,000) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc.'s (ISO) Additional Insured, Form B, CG 20 10 10 01 and CG 20 37 07 04, and shall include coverage for Licensee's completed operations and products.

26.6 Worker's Compensation and Employer's Liability. Licensee shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee's employees engaged in the performance of the work or services; 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 coverage for each employee, and One Million Dollars (\$1,000,000) disease policy limit. In case any work is subcontracted, Licensee

will require the Contractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Licensee.

26.7 Automobile Liability. If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence, together with a Five Million (\$5,000,000) umbrella overlaying that coverage, with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Coverage shall be at least as broad as coverage Symbol 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 0001 0306, or any replacements thereof).

SECTION 27. Indemnity

27.1 Generally. Licensee acknowledges that it has liability for any and all of its Facilities installed in the public ROW and for its use of the ROW and for its exercise of its rights under this License and Agreement directly or through its Contractor(s), except to the extent of intentional acts or gross negligence on the part of the Town. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the Town, or its officials, boards, commissions, agents or employees, individually and collectively, from and against any and all Claims as defined in Section 1 arising out of or alleged to have resulted from or materially related to the acts, errors, mistakes, omissions of Licensee, its employees, agents, or any tier of Contractors or any other person for whose acts, errors, mistakes, or omissions Licensee may be legally liable and from any Claims or amounts arising or recovered under workers compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agent, employees or representatives to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this paragraph shall survive termination of this Agreement. This indemnification applies even if the party seeking damages makes a claim against the Town or brings a claim against the Town based on vicarious liability or non-delegable duty.

27.2 Defense Costs. Licensee further agrees to indemnify and hold harmless the Town, its officers and its employees from and against all costs, damages, and expenses incurred by the Town, its officers and its employees in the defense of any litigation brought by third parties challenging the right of the Town to enter into this Agreement with Licensee under Town or other applicable law.

27.3 Tender of Defense. In the event that any notice of claim is served, or litigation is commenced, Town shall tender the defense of the litigation to Licensee, who shall immediately defend the litigation. Licensee shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Licensee (and, where such terms directly obligate or affect Town, acceptable to Town). Licensee agrees to keep the Camp Verde Town Attorney informed of the status and progress of all litigation involving the Town that has been tendered to Licensee or its insurance carrier.

27.3.1 Notice. The Parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the Town and provide copies of all

relevant accident reports, incident reports, statements or other documents relevant to or which may lead to relevant materials or information, in the possession of the other party, its employees, agents, subcontractors, and/or others, promptly upon request.

27.3.2 Relevant Information. Both Parties agree to make their employees, agents, and Contractors available to the other party to gather any relevant information relating to an incident in which claims, demands, or lawsuits arise from.

27.4 Construction of Interpretation. It is the purpose of this section to provide maximum indemnification to Town under the terms and conditions expressed and, in the event of a dispute, this section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the Town by Licensee against any and all Claims. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose only from Town's sole gross negligence or intentional acts. Only in this event may Licensee then commence an action against Town for damages related to that portion judicially determined to be Town's fault.

27.5 Survival. The provisions of Section 27 shall be and remain a binding right and obligation of the Town and Licensee. It is the intent of Licensee and the Town upon the Effective Date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the Town and their respective successors and assigns, if any. Any failure by Licensee to indemnify the Town as required under this Section 27 shall be considered a material breach of this License and Agreement. Notwithstanding anything to the contrary herein, Licensee shall not be obligated to indemnify the Town on any provision of this Agreement that is later determined to be invalid.

27.6 Insurance No Limit. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section 27.

27.7 Reformation. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

SECTION 28. Limitation of Liability

28.1 Limitation. The Town and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Networks or the provision of services, or for any damages arising out of or materially related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the Town its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

28.2 No Liability for Agreement Enforcement. Licensee also agrees that it shall have no recourse whatsoever against the Town or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the Town because of the enforcement of this License and Agreement.

28.3 Assumption of Risk. Licensee shall assume the risk of, and hereby relinquishes any claim against the Town in connection with any final, non-appealable determination by a court of competent jurisdiction that the Town lacked the current statutory authority under Arizona law to issue this License.

SECTION 29. Transferability of License and Agreement

29.1 Personal License. This License is personal to Licensee.

29.2 Transfer to Related Entity. Notwithstanding the foregoing, Licensee may transfer or assign this Agreement to any affiliate entity under common corporate control, or to the surviving entity in the event of a merger or acquisition of Licensee without Town's prior consent. Licensee shall however give notice to the Town of any such transfer or assignment.

29.3 Transfer to Unrelated Entity. Any transfer or assignment for reasons other than provided for in Section 29.2 above shall require the Town's prior consent, which shall not be unreasonably withheld, conditioned, or delayed provided that Licensee agrees that it will provide reasonable documentation about the proposed transfer or assignment.

29.4 Transfer Conditions. In making a determination as to whether to approve a transfer or assignment, the Town may consider the following:

29.4.1 The same information required on an original application for the License.

29.4.2 Whether Licensee is in compliance with its License and Camp Verde Town Code and if not, the proposed transferee's commitment to cure such noncompliance.

29.4.3 Whether the proposed transfer or assignment would result in an evasion of other applicable provisions of law or impair lawful contracts.

29.4.4 The effect of the transfer or assignment on the Town's interests.

29.5 Acceptance by Assignee. No application for a transfer of a license shall be granted unless the proposed transferee or assignee agrees in writing that it will abide by and accept all terms of the License and the Camp Verde Town Code and that it will assume all obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of Licensee under the Camp Verde Town Code and this License for all purposes, including renewal.

29.6 Approval not Waiver. Approval of the Town of a transfer or assignment of this License does not constitute a waiver or release of any of the rights of the Town, whether arising before or after the date of the transfer or assignment.

29.7 Transfer Remedies. When consent is required, any transfer without Town's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this License and Agreement. Town may, in its sole discretion and in addition to all other lawful remedies available to Town under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of Town under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive Town's consent.

29.8 Transfer Fee. Licensee shall pay to Town in advance a nonrefundable fee for legal, administrative and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer, whether or not Town grants such request, in an amount approved by Town in its fee schedule.

SECTION 30. No Third-Party Beneficiaries

No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. Town shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance) required to be carried by Licensee, or otherwise as a result of the existence of this Agreement.

SECTION 31. Records

31.1 Recordkeeping. During the entire term of this License and Agreement, Licensee shall keep records and provide information to Town regarding the following:

31.1.1 The status of the construction, repair, location or relocation of Licensee's Facilities.

31.1.2 Information relating to any Fiber Optic Networks on portions of the route that are not exempt from a fee imposed for occupation of the ROW.

31.1.3 Information relating to this License and Agreement and/or to Town's or Licensee's rights or obligations under this License and/or Agreement.

31.2 Record Form. Licensee shall make available to Town the requested reports or records in the formats in which they are customarily prepared by Licensee.

31.3 Inspection. If necessary for the Town to determine Licensee's compliance with the terms of this License and Agreement or other applicable law, Licensee shall provide relevant documentation as requested by the Town and respond to questions in a format and time period to be decided by the Parties based on the nature of the request. Licensee shall also require its employees, agents, and accountants to give their cooperation and assistance in connection with Town's access to such records.

31.3.1 Such documentation can include information on the type of services Licensee is offering its customers (but not necessarily information disclosing any particular service being provided to a specific customer) and/or the financial information used in calculating any payments or taxes due to the Town under this Agreement. If Licensee determines that in order to respond to Town's request for documentation, it must reasonably provide Proprietary Information, Licensee shall so mark such documentation as "Confidential."

31.3.2 Proprietary Information disclosed by Licensee to the Town, or its constituent departments shall be regarded as Proprietary as to third parties. If the Town receives a request to disclose such information, the Town shall notify Licensee of such request and allow Licensee a reasonable opportunity to defend its information from disclosure.

31.3.3 Information that is already in the public domain shall not be considered Proprietary Information. If public domain information is included with Proprietary Information on the same document, the Town shall only disclose those portions within the public domain.

31.3.4 Notwithstanding any provision in this License, Licensee acknowledges and understands that the Town is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. § 39-121 *et seq*).

31.4 Reports. Upon request and subject to any necessary confidentiality requirements, Licensee shall provide to Town copies of any communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

SECTION 32. Penalties for Violation of Terms

32.1 Cumulative Remedies. Town may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other Town permits and authorizations until Licensee complies with the terms of the License, Agreement or the applicable law. Such remedies are cumulative and may be pursued in the alternative.

32.2 No Special Damages. Neither party will be liable under this Agreement for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy.

SECTION 33.RESERVED .

SECTION 34. Revocation/Termination

34.1 Early Termination. The License granted hereunder may be revoked and/or the Agreement terminated prior to its date of expiration by the Town for the following reasons:

- 34.1.1 Licensee fails to comply with the material terms and conditions of the Agreement or applicable law, including, but not limited to, failing to maintain any insurance, security fund, letter of credit, and/or a performance bond.
 - 34.1.2 Licensee fails to make payments in the amounts and at the time specified in this Agreement after a final determination that the payments were owed.
 - 34.1.3 Licensee ceases doing business in the Town.
 - 34.1.4 Licensee fails to provide current, accurate as-built plans and maps showing the location of all Facilities installed or constructed in the Town.
 - 34.1.5 Licensee is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the Town, threaten the financial viability of Licensee as a going concern, or if there is any similar action that affects Licensee's capability to perform its obligations under this License and/or Agreement.
 - 34.1.6 Licensee fails to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.
 - 34.1.7 A court has issued an injunction that in any way prevents or restrains Licensee's use of any portion of the ROW and remaining in force for a period of at least 30 consecutive days.
- 34.2 Cure Period. Before terminating the Agreement under Sections 34.1.1, 34.1.2, 34.1.4, and 34.1.6, the Town Manager or a designee, shall give prior written notice to Licensee of the defect in performance and give Licensee 60 days within which to cure the defect in performance.
- 34.3 Cure Period Waived for Misconduct. The Town need not provide a 60-day cure period prior to termination if the Town finds that the defect in performance under the Agreement is due to intentional misconduct, is a violation of criminal law, or is a part of a pattern of repeated and persistent violations where Licensee has already had notice and opportunity to cure.
- 34.4 Manager Authority. The Town Manager has the authority to exercise any right of Town to terminate, subject to Licensee's right to notice and cure where provided, this License and/or Agreement.
- 34.5 Hearing Prior to Revocation of License. Prior to the revocation or refusal to renew the License, the Town will hold a hearing if requested by Licensee.
- 34.6 Termination by Mutual Agreement. This License and/or Agreement may be terminated prior to its date of expiration by Licensee by providing the Town with 90 days written notice and only upon making arrangements satisfactory with the Town Engineer to remove all Licensee's Facilities from public property and the ROW, unless the Town Engineer agrees in writing to

allow Licensee to abandon part or all of its Facilities in place. If the Town Engineer agrees to allow Licensee to abandon its Facilities in place, the ownership of such Facilities, including everything permitted by Town to be abandoned in place, shall transfer to Town and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within 30 days of such allowance of abandonment.

34.7 Equipment Removal. Notwithstanding anything in Section 34.6 above, upon termination of this Agreement, Licensee shall remove all of its optical repeaters, DWDM and CWDM multiplexers, antennae, fiber optic cables, wires, and related equipment within ninety (90) days.

SECTION 35. Non-use/Abandonment of the Facilities

35.1 Removal on Abandonment. An "Abandoned Facility" will mean a Facility no longer in service or physically disconnected from a portion of the operating Facility or from any other Facility that is in use or still carries service. If Licensee ceases to provide services or abandons use of any of its Facilities, upon cancellation or termination of the Agreement, Licensee shall notify the Town and may, subject to the Town's approval, permanently abandon the Facilities in place. In such event, the Town, at its option, may acquire ownership of the Facilities. In lieu of permanent abandonment, the Town may require Licensee, to the reasonable satisfaction of the Town and without cost or expense to the Town, to promptly remove the Facilities and to restore the public property and ROW to a reasonable condition under the supervision of the Town.

35.2 Town Property. Upon permanent abandonment, if the Town does not require removal, Licensee shall submit to the Town a proposal and instruments for transferring ownership to the Town. Any such Facilities, which are not removed as required by the Town within ninety (90) days of either such date of termination or cancellation or of the date the Town issued a permit authorizing removal, whichever is later, automatically shall become the property of the Town. Licensee will notify the Arizona Blue Stake Center to record the Facilities that have been abandoned.

35.3 Title to Property. Title to any and all personal property installed by Licensee upon the ROW that is not removed during the period set forth in Section 35.2 shall automatically vest in Town.

35.4 On-going Use. Nothing in Section 35.1 shall be deemed to require Licensee to remove Facilities that the Licensee uses for the provision of services other than Telecommunications Services or Interstate Telecommunications Services, so long as such use of Facilities for the provisions of the ongoing other services is authorized by the Town.

SECTION 36. Cancellation for Conflict of Interest

This Agreement is governed by A.R.S. § 38-511, which is incorporated herein by reference.

SECTION 37. Gratuities

Town may, by written notice, terminate this Agreement, in whole or in part, if Town determines that employment or a gratuity was offered or made by Licensee or a representative of Licensee to

any officer or employee of Town for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about Agreement performance. Town, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by Licensee.

SECTION 38. Condemnation

38.1 Generally. The following shall govern any condemnation of any part of or interest in the area used and/or occupied by Licensee and any conveyance to Town or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

38.1.1 Termination for Condemnation. This Agreement shall terminate as to the portion taken on the date that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession.

38.1.2 Power to Condemn. Licensee acknowledges that Town and others from time to time may sue and exercise its power to condemn the area used by Licensee or any interest therein or rights thereto.

38.1.2.1 Town reserves the right of condemnation or eminent domain over the area used and/or occupied by Licensee. Town does not warrant that it will not condemn the area(s) used and/or occupied by Licensee during the term of this Agreement, but Town does not presently have intentions to condemn such area(s).

38.1.2.2 Town also reserves the right through its powers of eminent domain to acquire all or any portion of the Facilities owned by Licensee in accordance with the applicable conditions set forth in the Arizona Revised Statutes. However, under no circumstances shall any valuation be made for any right or privilege granted by this Agreement should the Town acquire the property of Licensee.

SECTION 39. Notice

39.1 All notices shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, or by facsimile or email transmission showing a valid delivery receipt if a hard copy of the same is followed by delivery through the U.S. mail or by private delivery systems, addressed as follows:

TOWN OF CAMP VERDE:

Town of Camp Verde
Attn: Town Manager
473 South Main Street, Suite 102
Camp Verde, Arizona 86322

With copy to:

Pierce Coleman PLLC
Attention: Trish Stuhan, Esq.
Town Attorney
17851 N. 85th St Suite 175
Scottsdale, Arizona 85255

LICENSEE:

Wecom LLC
Attn: Legal Notices
2332 Kingman Ave
Kingman, Arizona 86401

With copy to:

Wecom LLC
Attn: CEO
2332 Kingman Ave
Kingman, Arizona 86401

39.2 Notices shall be deemed sufficiently given and served if delivered personally or by email transmission, the first (1st) business day after deposit if sent by private delivery systems and the fifth (5) business day after deposit in U.S. Mail.

39.3 Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the Town within ten (10) business days of any change in address.

SECTION 40. Governing Law

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement shall be instituted only in Yavapai County, Arizona.

SECTION 41. Partial Invalidity

If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable or preempted.

SECTION 42. No Warranty

42.1 As to License. The issuance of a license, permit or other authorization by the Town is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

42.2 As to ROW. LICENSEE ACKNOWLEDGES AND AGREES THAT TOWN DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY TOWN ROW.

SECTION 43. Non-Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 44. Remedies Not Exclusive

The remedies set forth in this License and Agreement are not exclusive. Election of one remedy does not preclude the use of other remedies.

SECTION 45. Force Majeure

With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

SECTION 46. Dispute Resolution

In the event of a dispute between the Parties regarding a provision of this Agreement, a Party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the Parties shall meet in good faith to attempt to resolve the dispute, and may use mediation to facilitate such resolution, with any costs of mediation to be shared equally by the Parties. If the dispute is not resolved within a reasonable time, the disputing Parties shall be free to use other remedies such as litigation to resolve the dispute.

SECTION 47. Exhibits

All Exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and shall be deemed a part of this Agreement.

SECTION 48. Survival of Liability

All obligations of Licensee and Town hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

SECTION 49. Complete Agreement

This Agreement, including any Exhibits, are incorporated into this Agreement and all of which constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral.

SECTION 50. Modification or Amendment

This Agreement cannot be modified or amended except in writing signed by both Parties.

SECTION 51. Incorporation of Recitals

The recitals set forth above are hereby incorporated into this Agreement by this reference as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

Town of Camp Verde, Arizona,
an Arizona municipal corporation

Licensee: Wecom LLC,
a Delaware limited liability company

By _____
Mayor

By _____
Paul Fleming, CEO

ATTEST:

ATTEST:

Town Clerk

Name: _____
Title: _____

APPROVED AS TO FORM

Town Attorney

EXHIBIT A

Map of Use Areas

The map contained within this Exhibit is considered confidential and proprietary. The map will be kept on file in the appropriate Town office and will be release publicly only pursuant to Section 31 of this Agreement.

Exhibit B

Insurance Certificate

[See following page(s).]

[Page intentionally left blank]



Meeting Date: March 18, 2026

Agenda Item Type:

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

Requesting Department: Public Works

Staff Resource: Martin Smith, CIP Project Manager

Agenda Title: **Public Hearing** - Discussion, Consideration, and Possible Approval of Resolution 2026-1208 authorizing staff to submit an application for Community Development Block Grant (CDBG) funds for construction of sidewalk improvements on 7th Street between Head Street and General Crook Trail.

Attached Documents:

- Resolution No. 2026-1208
- Notice of Public Hearing

Estimated Presentation Time: 5 min.

Estimated Discussion Time: 15 min.

Reviewed By:

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

Financial Review (if applicable):

- Funding Source / GL Account Number: 09-480-20-804000
- Approved in the FY26 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

Background Information:

The Town of Camp Verde is currently scheduled to be eligible to receive Community Development Block Grant funding from the U.S. Department of Housing and Urban Development. These funds support community development activities that primarily benefit low and moderate income residents, including affordable housing, public infrastructure, and essential public services.

The purpose of the Community Development Block Grant program is to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include housing rehabilitation, construction of public facilities such as community centers and parks, infrastructure improvements including streets and water and sewer systems, economic development initiatives, and certain public services. Generally, at least seventy percent of the funding must benefit low and moderate income persons. Larger entitlement communities receive funding directly from the federal government, while states distribute funding to smaller and rural communities such as Camp Verde. Local governments establish project priorities through a consolidated planning process.

On February 17, 2026 Staff hosted the first public meeting at the Camp Verde Public Library to obtain public input on the use of the CDBG funds. NACOG was present at the public hearing to assist with



Town Council Agenda Information Memorandum

required formalities. No members of the public came to share their input. This left Town Staff with the opportunity to direct select a suitable project for the deployment of the CDBG funds.

In prior years, the Town has utilized Community Development Block Grant funds for sidewalk improvements. In 2023, the Town was awarded \$406,016 to construct sidewalks along Seventh Street between Hollamon Street and Head Street. Staff recommends that the next round of funding be used to continue sidewalk construction along Seventh Street between Head Street and General Crook Trail. Design plans for this segment are complete and the project is ready for construction.

Due to the regulatory requirements associated with Community Development Block Grant funding, Staff proposes to contract with the Northern Arizona Council of Governments to assist with grant administration and compliance. This will ensure that all required federal documentation is incorporated into the bid and contract documents and that all closeout procedures are properly completed at the conclusion of construction. The cost of these services will be paid from the grant award.

Applications for CDBG funding are due to NACOG by June 5, 2026.

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

Move to **APPROVE** Resolution 2026-1208, allowing staff to submit an application for Community Development Block Grant (CDBG) funds for construction of sidewalk improvements on 7th Street between Head Street and General Crook Trail.

OR

Move to **DENY** Resolution 2026-1208.



RESOLUTION 2026-1208

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Town of Camp Verde is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant (CDBG) Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within the application will address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations: and

WHEREAS, the CDBG Program requires that all local leveraged funds/resources be committed in the form of a resolution by the governing body and that such a commitment contain an opinion by applicant's legal counsel that the leveraged funds represent a binding commitment, legally enforceable under State laws.

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

Section 1. Mayor and Common Council of the Town of Camp Verde authorize application to be made to the State of Arizona, Department of Housing for CDBG funds, and authorize the Mayor or Vice Mayor to sign application(s) and or contract or grant documents for receipt and use of these funds for the 7th Street Sidewalk Improvements, and authorize the Mayor or Vice Mayor to take all actions necessary to implement and complete the activities submitted in said application(s).

Section 2. Town staff will ensure that the application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health.

Section 3. The Town of Camp Verde will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the(these) application(s).

Passed and adopted at a regular session of the Common Council of the Town of Camp Verde this 18th day of March, 2026.

Marie Moore, Mayor

ATTEST:

Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman, PLLC

Town of Camp Verde, Arizona
Public Hearing Regarding Use of CDBG Funds

The Town of Camp Verde is expected to receive approximately \$320,000.00 in FY26 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives, two potential projects have been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the regular Town Council meeting at 6:00 p.m. on March 18, 2026 at the Town of Camp Verde Council Chambers to discuss the potential projects. It is expected that the Town Council will select the final project at this hearing and adopt applicable resolutions. The potential CDBG projects are named and described as follows:

1. 7th Street Sidewalk Improvements: \$320,000 for new curb, gutter and sidewalk on 7th Street between Head Street and General Crook Trail. The proposed sidewalk improvements along 7th Street between Head Street and General Crook Trail will provide critical pedestrian infrastructure in an area currently lacking safe walking facilities.
2. Verde Lakes Sidewalk Project: \$650,000 for new curb, gutter, and sidewalk on Verde Lakes Drive between Highway 260 and Dawn Drive. The proposed sidewalk improvements along Verde Lakes Drive between Highway 260 and Dawn Drive will provide critical pedestrian infrastructure in an area currently lacking safe walking facilities.

To review project proposals, file grievances, or learn more about the CDBG program contact the following:

Martin Smith, CIP Project Manager
Town of Camp Verde
395 S. Main Street
Camp Verde, Arizona 86322
Telephone: (928) 554-0822
martin.smith@campverde.az.gov

Persons with disabilities who require special accommodations may contact Martin Smith at the above location at least 48 hours before the hearing.

[Page intentionally left blank]



Town Council

Agenda Information Memorandum

Meeting Date: March 18, 2026

Agenda Item Type:

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

Requesting Department: Public Works

Staff Resource: Martin Smith, CIP Project Manager

Agenda Title: Discussion, Consideration, and Possible Award of Bid No. 25-226, Sports Complex Irrigation Improvements to Pronghorn Services, LLC in the amount of \$701,448.75.

Attached Documents:

- Results of Bids
- Project Agreement

Estimated Presentation Time: 5 min.

Estimated Discussion Time: 10 min.

Reviewed By:

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

Financial Review (if applicable):

- Funding Source / GL Account Number: 04-800-20-804024
- Approved in the FY26 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

Background Information:

The Town's Wastewater Treatment Facility converts raw sewage into reclaimed water. Currently, this reclaimed water is conveyed to a storage pond located southeast of the treatment plant. Irrigation demands at the Camp Verde Sports Complex create the primary need for this water. At present, water is pumped from the storage pond through a temporary above-ground pipeline to a connection point with the existing underground reclaimed water line that serves the Sports Complex irrigation system.

The purpose of this project is to improve the reclaimed water conveyance and storage system in order to increase overall capacity, improve operational efficiency, and provide a more permanent and reliable irrigation supply to the Sports Complex.

Because this effort represents a large and multi-phased project, it has been presented to Council in smaller components. Certain elements were required to be completed before subsequent phases could proceed. Below is a summary of prior Council actions related to this project:

- July 17, 2024 - Awarded purchase of canopy materials from Bunger Steel – \$22,290.00; Awarded purchase of pipe and fittings from Core & Main – \$113,354.03; Awarded purchase and installation of pond liner to Western Liner – \$34,300.00; Awarded purchase of pump materials from Pump Man – \$259,233.64; Around this time, the irrigation system design was revised by the Town Engineer to improve efficiency and reduce overall project costs.



Town Council Agenda Information Memorandum

- February 5, 2025 - Awarded bid to Connolly Electric for installation of electrical improvements for the lift station and irrigation system – not to exceed \$120,000
- March 5, 2025 - Awarded purchase of irrigation pump building from Bungler Steel – \$42,399.00; Awarded purchase of irrigation supplies from Ferguson Waterworks – \$79,375.73
- May 21, 2025 - Awarded bid to Connolly Electric for installation of irrigation electrical improvements – \$76,700 (Returned to Council due to cost increases associated with additional conduit and wiring required by APS.)
- June 18, 2025 - Awarded bid to Ligon Excavation for installation of the Pump Building Slab Project – \$50,208.00
- September 24, 2025 - Awarded purchase of new irrigation pond liner from Western Liner – \$89,906.29

The current request represents the final major construction component necessary to complete the irrigation supply improvements to the Sports Complex. This contract includes:

- Excavation of a new 3.3 million-gallon reclaimed water storage pond
- Installation of underground piping to convey water from the pond to the new pump building
- Installation of piping from the pump building to the existing reclaimed water supply line serving the park
- Construction of a retaining wall immediately east of the pump building
- Electrical and communication improvements required to make the system fully operational

Upon completion of these improvements, staff will initiate filling of the new pond and proceed with startup and commissioning of the new irrigation pump system.

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

This project complies with the “Community Infrastructure” area of the strategic plan.

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

Move to **APPROVE** the award of Bid No. 25-226, Sports Complex Irrigation Improvements, to Pronghorn Services, LLC in the amount of \$701,448.75.



Town of Camp Verde

Gateway to the Verde Valley

♦ 395 S. Main Street ♦ Camp Verde, AZ 86322 ♦
♦ Telephone: 928.554.0872 ♦ www.campverde.az.gov ♦

Contractor	Addm 1	Addm 2	BT Dated 2/24/2026?	Bid Amount
Pronghorn Services	Y	Y	NO	701,448.75
EARTH RESOURCES	Y	Y	NO	867,828.75
MCDONALD BROTHERS	Y	Y	YES	863,701.30
LIGAN EXCAVATION	Y	Y	YES	834,663.41

In Attendance:

Martin Smith - Town of Camp Verde

Jerry Reed / Pronghorn Services
Amanda Tator - Earth Resources Corp
Brian Luff - Town of Camp Verde

25-226 SPORTS COMPLEX IRRIGATION IMPROVEMENTS PROJECT
AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of March, 2026, by and between the **Town of Camp Verde**, Yavapai County, State of Arizona (herein called the “**Town**”) acting herein by the **Mayor, Marie Moore**, and Common Council, party of the first part, and **Pronghorn Services, LLC** (herein called the “**Contractor**”) party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the **Contractor** to render construction services (**Work**) for the Sports Complex Irrigation Improvements Project, located at the Camp Verde Sports Complex within the Town of Camp Verde, Arizona 86322.

1. Work

The **Contractor** shall complete all **Work** as specified in these bid documents and set forth in the Plan Set, Specifications and Agreement General Provisions attached, or incorporated in this Agreement. The **Contractor** shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement with regards to the performance of the **Work** and the Agreement. This A Works shall be accomplished in the agreed upon time per the Notice to Proceed per these Agreement Documents.

2. Access to Information

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the **Work** outlined in the Plan Set, Specifications and General Provisions have been furnished to the **Contractor** by the **Town** and its agencies. The **Contractor** hereby acknowledges receipt of the same. The **Town** and its agencies will cooperate with the **Contractor** in every way possible to facilitate the performance of the **Work** described herein with regards to any and all information required.

3. Project Manager - Administration

The **Town** has designated the Public Works Department and Town CIP Project Manager, as Project Administrator and Manager for this Project and Agreement. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

4. Agreement Time

Contract time for this project shall be **60 calendar days** to Final Completion. The Town of Camp Verde Project Manager shall contact the successful Contractor/Bidder once the project is formally awarded by the Town of Camp Verde Council and Mayor. The Project Manager will schedule a pre-construction meeting with the Contractor and Public Works staff. Prior to this meeting, the Contractor shall provide the Town of Camp Verde with performance and payment bonds for the total project as well as a detailed Project Work Schedule. At the pre-construction meeting the Town of Camp Verde Project Manager shall provide the Contractor/Bidder with a formal Notice to Proceed with the project starting dates, term of project, and project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Public Works Department. This will serve to establish a clear understanding of the project start date and completion date for liquidated damages should the Agreement completion date be exceeded by the Contractor due to inadequate performance.

5. **Compensation**

The maximum amount of compensation and reimbursement to be paid to the **Contractor** for the completion of the **Work** as specified in this Agreement shall not exceed that amount given by the **Contractor** in their formal bid; which has been voted on by the Town of Camp Verde Council followed by their acknowledgement and acceptance by issuing the **Contractor** a formal **Notice of Award** for this Project. Any adjustments to Compensation for change orders or changes made to the **Work** by the **Town** shall be handled under an additional written Agreement between the **Town** and the **Contractor** and follow the Town of Camp Verde Financial Operations Guide and may be subject to approval/disapproval by the Town of Camp Verde Council.

6. **Termination of Agreement**

- a. If, for any reason, the **Contractor** shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the **Contractor** shall violate any of the covenants, agreements, or stipulations of this Agreement, the TOWN shall thereupon have the right to terminate the Agreement by giving written notice to the **Contractor** of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements as well as all materials or equipment acquired or stored by the **Contractor** under this Agreement shall, at the option of the TOWN, become the TOWN's property and the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the **Contractor** shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the Agreement by the **Contractor**, and the TOWN may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the TOWN from the **Contractor** is determined.

- b. The TOWN may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the **Contractor**. If the Agreement is terminated by the TOWN as provided herein, the **Contractor** will be paid for the time expended and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the **Contractor**, all conditions relative to termination given within this Part 6 shall apply.
- c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

7. **Miscellaneous Provisions**

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.

- c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- d. This Agreement represents the entire understanding of the TOWN and **Contractor** as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to this Agreement. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

In order to induce the TOWN to enter into this Agreement, **Contractor** makes the following representation:

- a. The **Contractor** has familiarized himself/herself with the nature and extent of the Agreement documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. The **Contractor** has given the Project Manager a written notice of all conflicts, errors, or discrepancies discovered in the Agreement documents and the written resolution thereof by the Project Manager is acceptable to the **Contractor**.
- c. The **Contractor** has examined and carefully studied the Agreement documents and other related data identified in the bidding documents.
- d. The Contractor is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

9. Insurance/Bonding

The **Contractor** shall procure and maintain, at **Contractor's** sole expense, until completion of the Agreement, coverages as specified in the Agreement General Provisions within this Bidder Packet.

Certificate(s) of Insurance naming the Town of Camp Verde as Additional Insured verifying the minimum coverage's specified in the Agreement General Provisions within this Bidder Packet shall be delivered to the Town just prior to issuance of the Notice to Proceed. A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for this Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

10. Indemnity

The **Contractor** 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, and employees (hereinafter referred to as "Indemnities") 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 **Contractor** or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such **Contractor** to conform to any federal, state or local law, statute, ordinance, rule,

regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the Indemnatee, be indemnified by **Contractor** from and against any and all claims. It is agreed that **Contractor** 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 **Contractor** 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 **Contractor** for the TOWN.

11. Agreement Documents

All items and documents contained in, included with, or attached to a bid for this work are a part of the Agreement Documents. In the event of conflicts between or among these documents, the documents shall be interpreted in the following order: The Agreement, the Agreement Special Provisions, the Agreement General Provisions, the Plan Set, Project Specifications and Special Notes, the Bid Schedule and Bid Totals, and last the Invitation for Bids; with each specific item or document serving as the most important for its own specific purposes.

AGREEMENT GENERAL PROVISIONS

Project Description

The Contractor shall provide the necessary labor, materials (not otherwise specified as supplied by the Town), equipment, fixtures, licenses, insurance, bonds, permits, and services required to complete the "Sports Complex Irrigation Improvements Project", which is the excavation of a new 3.3 million gallon reclaimed water retention pond, installation of a new retaining wall, and installation of underground infrastructure to connect the new retention pond with the existing irrigation system at the Camp Verde Sports Complex, Camp Verde, Arizona, in accordance with the Plans, Specifications, and Agreement documents.

The Contractor and its Subcontractor(s) will be required to:

- Have a current State of Arizona contractor's license for the work being performed under this Agreement
- Have or obtain a Town of Camp Verde Business License - this applies to all Contractors and Subcontractors
- Abide by all Agreements/Agreement Documents
- Provide adequate personnel, time, and equipment to assure completion of the work in a timely manner that coincides with the Project needs and agreed upon schedules.
- Hold the Town of Camp Verde harmless for his or her failure to comply with any parts of this agreement and all safety, health, insurance, and other requirements on the part of themselves, their employees, or subcontractors.

General

- a. The Contractor shall obtain all necessary permits, insurance, bonds and licenses, as required for the Project. The Town of Camp Verde will waive all Permit Fee's. All work to be performed under the Agreement shall be authorized by the Public Works Department.
- b. Contractor shall assign a competent and qualified superintendent who shall represent the Contractor on site at all times Work is being done, even at times the Work is being done solely by subcontractors. This Project superintendent shall be able to adequately communicate with the Town Project Manager and Public Works Staff.
- c. Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Agreement, in whole or in part, without the prior written approval from the Town of Camp Verde. No

such written approval shall relieve the Contractor of any obligations of this Agreement, and any transferee shall be considered an agent of the Contractor and bound to perform in accordance with these Agreement Documents.

- d. All work shall be conducted in a workmanlike, professional manner according to standard industry practices and as required by these Agreement documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques and procedures, and for coordinating all portions of the Work under this Agreement, unless the Agreement Documents, Plans, or specifications give specific instruction concerning these matters.
- e. The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors on the Project. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.
- f. The Contractor shall provide adequate personnel, time, and equipment to assure completion of the Work in a timely manner that coincides with the Project needs and agreed upon schedules.

Personnel

- a. The Contractor represents that he/she has, or will secure at his own expense, all qualified personnel required in performing the services or Work under these Agreement Documents.
- b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Town of Camp Verde. Any work or services subcontracted hereunder shall be only allowed under a written agreement between the Contractor and the Town of Camp Verde or by a qualified Subcontractor included on the Subcontractor List within this Agreement. Any Subcontractor performing Work on this Project shall be subject to each and every provision of this Agreement.
- d. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, marital status, age, or disability under section 504 of the ADA.
- e. The Contractor agrees where possible through a "good faith effort" to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this Project and, where a contract is awarded, to ensure that minority/women/disadvantaged-owned business enterprises have the opportunity to participate in the performance of work under this Agreement.
- f. The Contractor is solely responsible for any criminal or unlawful acts by his personnel or Subcontractors and their personnel while on the Project or Project grounds.

Work Site Safety

- a. Contractor shall take all necessary precautions for the safety of all personnel on the job site and shall comply with the Agreement Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of persons lawfully on the site of the Work, including both workers and the public against any hazards created by the construction. The contractor shall furnish adequate facilities, as required, for the Town of Camp Verde's representative, agents and invitees to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. As required, access to the site and surrounding area for fire and emergency equipment will be maintained at all times. The Contractor is responsible for assuring that all safety requirements per the Occupational Safety and Health Administration (OSHA) are met throughout the duration of the Project.

- b. Contractor is responsible to maintain continuous and adequate protection of the Work and adjoining TOWN property during the course of construction and to mitigate any adverse impacts or anticipated adverse impacts to the Project and adjacent property brought about by activities, equipment, labor, utilities and materials on the site including those caused by authorized changes, which may affect cost, schedule or quality. In the event the Contractor damages any property, the Contractor shall at once notify the Town of Camp Verde, provide all pertinent facts relating to such property damage and make arrangements for a remedy acceptable to the Town of Camp Verde or adequate restitution.
- c. In an emergency affecting the safety of life, the Work, property, or of any adjoining property, the Contractor, without special instruction or authorization from the Town of Camp Verde's Representative or Agent, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Town of Camp Verde's Agent or Representative.
- d. Contractor shall confine equipment, storage of materials and operation of Work to the limits directed by Town of Camp Verde's Representative or Agent and shall follow the Town of Camp Verde's instruction regarding use of the Project premises.
- e. Contractor shall be responsible for the security of equipment and materials on the jobsite and shall do their utmost to prevent damage to all during construction. The Contractor shall be responsible for the adequate replacement or repair of any damages items, equipment, and materials on the jobsite for the duration of the Project.
- f. All demolition/removal included in this agreement shall be in accordance with all laws, rules and regulations in regards to safety, insurance, and local ordinances. Items removed shall be disposed of or salvaged in the manner denoted on the construction plans.
- g. Automotive vehicles and other mechanized equipment are to be locked and/or disabled when parked and unattended to prevent unauthorized use. The Town of Camp Verde shall not accept any liability or responsibility in any damage which may be sustained by any vehicle, machinery, or equipment; or injury to any employee, agent, representative or guest of the Contractor, regardless of cause.

Subcontractors

- a. All subcontractors shall be subject to the approval of the Town of Camp Verde. The Contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and of those persons either directly or indirectly employed by those subcontractors, to the same extent as the Contractor's own personnel. The fact that the subcontractor is approved by the Town of Camp Verde shall not affect the Contractor's responsibility in this regard.
- b. The Contractor shall bind every subcontractor to all terms and conditions contained in these Agreement Documents applicable to the Work. The subcontractor assumes all the obligations and responsibilities that the Contractor assumes toward the performance of the subcontractor's portion of the Work.
- c. Nothing contained in these Agreement Documents shall be construed to create any contract between the Town of Camp Verde and the subcontractor.
- d. Subcontractors shall obtain current Town of Camp Verde Business License.

Site Protection/Restoration

- a. The Contractor shall be responsible for verifying and maintaining existing site conditions. Site cleanliness and the Stormwater Pollution Prevention Plan (SWPPP) and its Best Management Practices and Reporting is to be maintained at a level satisfactory to the Town of Camp Verde and in compliance with the Plans and Specifications on a daily basis. Any costs for site clean-up or SWPPP maintenance and repair incurred by the Town of Camp Verde due to the Contractor not performing these tasks on a daily basis, shall be charged to the Contractor.

- b. The Contractor shall protect from damage all existing improvements, utilities, vegetation, etc., and shall repair damage resulting from failure to comply with requirements of this Agreement or the failure to exercise reasonable care in the performance of the Work, at no cost to the Owner.
- c. Littering of the site shall not be permitted. All waste materials shall be promptly disposed of in a proper manner and removed from the site by the Contractor. At the end of each day, the Contractor shall clean areas where Work is taking place so that no accumulation of any debris occurs. Any hazardous waste caused by or resulting from the Work shall be disposed of in compliance with all applicable laws and regulations.
- d. Upon completion of the Project the Contractor is to remove any Contractor's tools, construction equipment, machinery, etc. and leave the site free of debris, dirt and aggregate piles, waste materials and litter.
- e. Contractor shall obtain the Town of Camp Verde's written consent prior to bringing onto the Work site any environmental pollutants or hazardous substances, or hazardous materials. The Contractor, at all times, shall:
 - I. Properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state and local laws and regulations; and
 - II. Be responsible for any/all spills, releases, discharges, or leaks of or from environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
 - III. Promptly clean up, without cost to the Town of Camp Verde, such spills, releases, discharges, or leaks to the Town of Camp Verde's satisfaction and in compliance with all federal, state and local laws and regulations;
- f. As part of the Final Completion notice, the Contractor shall notify the TOWN that all environmental pollution caused by the Contractor, or those under his supervision, has been disposed of in accordance with all applicable rules, regulations, laws and statutes of all agencies having jurisdiction over such environmental pollution.
- g. The Contractor shall immediately notify the Town of Camp Verde of any hazardous substance(s) which the Contractor causes, discovers or encounters during performance of the Work required by this Agreement. The Contractor shall immediately cease working in the area of the Project where a hazardous substance(s) has been caused or discovered. The Contractor shall then notify the Town of Camp Verde of the hazardous substance(s). Upon being notified by the Contractor of the presence of hazardous substance(s) on the Project site, the Town of Camp Verde shall arrange for proper removal, remediation and/or disposal of such hazardous substance(s). Items caused by the Contractor shall be the financial responsibility of the Contractor once remediated by the Town of Camp Verde.

Administration of the Agreement

- a. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall have access to the Work at all times.
- b. A. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will act on behalf of the Town of Camp Verde to provide administration of this Agreement during construction and through the two-year Warranty period of the Work. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff may rely on his Designee(s) to perform these tasks.
- c. The Contractor shall keep one copy of the complete Agreement Documents on site throughout the Project, including the Plans, Specifications, Change Orders and Addenda, in good order and marked

“current” recording all field changes and selections made during construction, and provide access to these documents to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee(s).

- d. The Town of Camp Verde Public Works Department, Town Project Manager, and/or his designee(s) will visit the site at intervals appropriate to the stage of completion of the Work to be informed of the progress and quality of the Work completed and to determine if the Work performed is in accordance with these Agreement Documents. The Town of Camp Verde will neither have control over or charge of, nor be responsible for the construction means, method, techniques, sequence or procedures in connection with performance of the Work except where applicable.
- e. Communications from the Contractor seeking information about the plans, specifications, submittals required by this Agreement, materials testing, measurement of Work for payment, schedule and schedule changes, progress of the Work, correction of defective Work, punch lists or similar technical matters shall be directed to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee as directed. These type of communications by or with subcontractors and material suppliers shall be through the Contractor.
- f. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will review and certify the amounts due the Contractor and certify the Contractor’s Request for Payment on a monthly basis.
- g. The intent of these Agreement Documents is to provide for the construction and completion of this Project in every detail of the Work described. Defective Work shall be corrected at the Contractor’s expense. Work done and materials furnished shall be subject to inspection and/or observation and testing by the Public Works Department, Town Project Manager or his designee(s) to determine if they conform to these Agreement Documents. Contractor shall remove, replace or repair all Work that has been deemed non-conforming by the Public Works Department and/or any Work damaged during the performance of any remediation. Inspection of the Work by the Public Works Department or his designee(s) does not relieve the Contractor of responsibility for the Work being in conformance with these Agreement Documents or further inspection.
- h. The Public Works Department or his designee(s) shall have the right under this Agreement to stop Work or order the suspension of any activity where in their judgment, the Contractor or persons for whom the Contractor is responsible are in violation of the terms of this Agreement or conduct themselves in a manner that is deemed by the Public Works Department or his designee(s) to be hazardous to any persons, the Project, or any property.
- i. The Contractor shall perform no portion of the Work for which these Agreement Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective required submittal has been approved by the Public Works Department.

Payment

- a. A monthly estimate of work completed and total monthly cost of materials delivered to the work site shall be made by the Contractor to the Town of Camp Verde for pay request at the end of each Project month.
- b. Payment will be made to the Contractor only once the Public Works Department reviews the monthly pay request made by that Contractor and deems the work progress and delivered materials are as presented in the pay request and that required/necessary items are certified.

- c. The Public Works Department will issue a written finding setting forth any items not approved for payment within a specific pay request with reason(s) for the non-approval.
- d. The Town of Camp Verde shall retain 10% of the amount of each payment request as a guarantee for complete performance of this Agreement. When the Agreement is 50% complete in pay request amounts, the Contractor may request the Public Works Department to approve a one-time payment of one-half (50%) of the amount previously retained. Thereafter, only 5% shall be retained from any future payment requests providing the Contractor is making satisfactory progress. These remaining retention funds shall be paid to the Contractor within sixty days after the filing of the notice of completion of the Agreement.
- e. If the Contractor is required to submit certifications of payroll, use of American Iron & Steel, etc. for periodic payment requests, these certifications shall accompany that specific pay request or the payment for that request will not be approved by the Public Works Department and the payment will be withheld until such time that these required certifications are received. Once these required certifications are received, the payments will await the next Town of Camp Verde accounts payable cycle and will be paid at that time.

Compliance with Federal and State Laws

The Contractor shall comply with the following applicable requirements of federal and state civil rights statutes or rules and regulations when performing the Work within this Agreement:

- a. The Civil Rights Act of 1964, Title VI and 1968, Title VIII
- b. The Americans with Disabilities Act of 1990
- c. The Immigration and Reform and Control Act of 1986
- d. The Drug-Free Workplace Act of 1989
- e. A.R.S. § 34-301, as amended, "Employment of Aliens on Public Works Prohibited"
- f. A.R.S. § 34-302, as amended, "Residence Requirement for Employees".
- g. A.R.S. §41-4401
- h. A.R.S. §23214(A)
- i. All Federal Immigration laws and regulations that relate to their employees

A breach of these Agreement provisions concerning violation of federal labor standards and/or any non-compliance by the Contractor shall constitute a material breach of this Agreement and can be grounds for termination of this Agreement and can result in sanctions, penalties and liquidated damages, and/or debarment of the Contractor. The Town of Camp Verde retains the legal right to inspect the documentation of any of the Contractor's or any Subcontractor's employees who works on this Project to ensure that the Contractor or any Subcontractor is complying with the terms of this Agreement. The Contractor agrees to assist the Town of Camp Verde in regard to any such documentation requests and inspections.

Reports and Information

The Contractor, at such times as the Town of Camp Verde may require, shall furnish the TOWN such periodic reports or other items as it may request or require pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred being the Contractor's responsibility in connection therewith, and any other matter covered by this Agreement. These reports or items may consist of Certified Payroll Reports, manufacturer certifications, shop drawings, as-built plans, monthly payment requests, etc., as required by these provisions and this Agreement.

Records Maintenance and Retention

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Work under this Agreement and such other records as may be deemed necessary by the Town of Camp Verde to assure proper accounting for all of the Project funds. These records will be retained for two years (the term of the required warranty) after the expiration of this Agreement unless permission to destroy them is granted by the Town of Camp Verde.

Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Town of Camp Verde.

Copyright

No reports, plans, shop drawings, as-built drawings, wiring schematics, operations and maintenance information and manuals, or other documents produced in whole or in part under this Agreement having to do with any portion of the Work shall be the subject of an application for copyright by or on behalf of the Contractor. The Town of Camp Verde shall be the sole owner of all of these documents and shall be provided with them prior to the Final Project Approval.

Interest of Members of the Town of Camp Verde Governing Body and Employees

No member of the governing body of the Town of Camp Verde and no other officer, employee, or agent of the Town of Camp Verde who exercises any functions or responsibilities in connection with the operation of the Town of Camp Verde in whole or part, shall have any personal financial interest, direct, or indirect, in this Agreement. The Contractor shall take appropriate steps to assure that this conflict of interests does not occur.

Agreement Period / Liquidated Damages

- a. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Public Works Department before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Public Works Department, the pre-construction meeting shall then be scheduled. The Project Work Schedule must illustrate Work by significant Project components, subcontractors, and any long lead items or time-consuming portions of the Work. The primary purposes of the Project Work Schedule are to: demonstrate that the Contractor has a reasonably achievable plan to complete the Work; permit the Town of Camp Verde to schedule other items around and after the Work completion; and to permit the Town of Camp Verde to schedule testing, inspections, observations and reviews.
- b. The Contractor shall update the Project Work Schedule to reflect any delays or changes and review these changes in regular meetings with the Public Works Department and Public Works Staff.
- c. The Town of Camp Verde or Public Works Department may grant requests for extensions of time within this Agreement if delays of the Work are unavoidable such as: inclement weather for extended periods of time affecting the completion of work, unforeseen problems with ordering of equipment or Project supplies, unforeseen tragedies which may occur due to accidents, etc., delays caused by the Town of Camp Verde, etc. The Town of Camp Verde also reserves the right to deny requests for extensions of time within this Agreement for items that may have been prevented by adequate exercise of care, planning, prudence, foresight and diligence in performance of the Work by the Contractor or Subcontractors.

- d. Contractor shall at all times carry on the Work diligently, without delay and remain punctual to the agreed upon Project Work Schedule to fulfill all the requirements in this Agreement. The Contractor shall commence Work on the site as instructed on the Notice to Proceed, unless directed otherwise by the Public Works Department. The construction period shall be per the agreed upon Project Work Schedule. The Town of Camp Verde will suffer financial loss if the Work is not completed within the time agreed upon. Accordingly, the Town of Camp Verde and the Contractor agree that as liquidated damages for delay, the Contractor and the Contractor's Surety, shall be liable for and shall pay the Town of Camp Verde liquidated damages in the amount of \$1,000 for each calendar day that expires after the time specified for final/substantial completion within the agreed upon Project Work Schedule until the work is substantially complete and ready for payment.

Changes in the Work

- a. Changes in Plans, quantities, or details of the Work are inherent in the nature of construction. Within the general scope of this Agreement, the Town of Camp Verde may require changes during construction including but not limited to:
 - I. Modification of Specifications and design
 - II. Increase or decrease in quantities
 - III. Increase or decrease in the amount of Work
 - IV. Addition or elimination of any Work item in total or part
 - V. Acceleration or delay in performance of Work
- b. Any necessary adjustment of the Agreement time, plans, quantities, or details of construction as a result of a Change Order must be agreed upon by the parties prior to the start of the Change Order Work.
- c. If any Change Order causes an increase or decrease in the Contractor's cost or time to complete the Work, the Contractor must submit a written request setting forth the changes, and shall include all time and cost impacts. The Contractor shall provide this information within 15 days after their receipt of the Change Order as ordered by the Town or their request for a Change Order to the Town. The request shall include claims of subcontractors, suppliers or manufacturers with full support for the additional time and/or costs.
- d. Change Orders shall be compensated or deductions made on the basis of the actual, reasonable and allowable costs for overhead, profit, and all direct costs of labor, equipment, and material furnished on the Work and as agreed upon in the Change Order Request(s).

Warranty of Work

Neither the final certificate of payment nor any provision of the Agreement Documents shall relieve the Contractor from responsibility for Defective Work, and the Contractor shall warrant against and correct all Defects that appear in the Work within a period of **two years** from the date of the written notice of completion by the Town of Camp Verde.

Within this Warranty period, the Town of Camp Verde shall provide the Contractor notice of any defects with reasonable once noticed. The Contractor shall perform warranty work correcting the defects within a reasonable agreed upon time after the Town of Camp Verde's notice, in no case shall this period of time exceed the amount of time agreed upon.

This provision does not negate guarantees or warranties for periods longer than two years including without limitation such guarantees or warranties required for specific installations, materials, processes, equipment or fixtures.

Licenses, Bonds, and Insurance

The Contractor shall include their Arizona Registrar of Contractors License Number as requested on the attached forms within this bidder packet. Prior to the issuance of the Notice to Proceed, the Contractor shall supply the Town of Camp Verde with all Arizona registrar of Contractors License Numbers for all Subcontractors working on this Project. The Contractor and all Subcontractors must have or obtain a current Town of Camp Verde Business License prior to commencement of this Project.

Bonds

A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for the Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

Insurance

The Contractor is responsible for obtaining Certificates of Insurance and corresponding endorsement(s) establishing that the Contractor and all subcontractors have complied with insurance requirements as stated below. Copies of General Contractor's Certificate(s) of Insurance and corresponding endorsement(s) shall be forwarded to the Risk Manager via the Public Works Department. Insurance Carrier(s) shall be lawfully authorized to do business in the State of Arizona and possess an "A-" or better A.M. Best rating. The Contractor shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, Attn: Risk Manager, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322.

General Liability: Insurance provided hereunder shall protect the CONTRACTOR, subcontractor, subordinate contractor and the TOWN from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this Agreement.

The CONTRACTOR shall have general liability coverage on a *per Project basis, per-occurrence, and in comprehensive form*.

At a minimum, the CONTRACTOR shall provide general liability and excess General Liability coverage in the following amounts:

\$1,000,000 per occurrence/\$2,000,000 Aggregate with a corresponding endorsement naming the Town of Camp Verde as the additional insured.

Automobile: Shall be in the amount of \$1,000,000 with a corresponding endorsement naming the Town of Camp Verde as the additional insured

Workers' Compensation Insurance (Statutory): CONTRACTOR, subcontractor and any/all subordinate subcontractors, shall furnish to the Town with satisfactory proof that he or she has, for the period covered under the Agreement, full Workers' Compensation coverage for all persons whom the contractor may employ directly, or through subcontractors, in carrying out the work contemplated under the Agreement, and shall hold the Town free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors. Coverage Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000.

Builder's Risk Provided by Contractor

Unless otherwise provided, within the General Liability coverage the Contractor shall procure and maintain Builder's Risk Insurance including a Right to Occupy Endorsement in the amount of 100% of the completed Contract Value (replacement cost basis) of the work being performed, as well as, subsequent modifications for the entire Project at the site and coverage for a repeat for all phases of construction should the building be destroyed during construction; with an endorsement naming the Town of Camp Verde as the additional insured. If material suppliers are not insureds under the builders' risk policy, contingent business interruption coverage should be obtained which will cover any loss to a key supplier's facility.

On a **replacement cost basis, any voluntary deductibles shall not exceed \$5,000,** such Builder's Risk Insurance shall be maintained, unless otherwise provided in the Agreement Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Town has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk Insurance shall include interests of the Town, the General Contractor, subcontractors and sub-tier contractors in the Project.

Builder's Risk Coverage shall be on a **Special Covered Cause of Loss Form** and shall include theft, vandalism, malicious mischief, collapse, foundations, construction forms, false-work, debris removal including demolition, increased cost of construction, interruption coverage for soft costs (contractors and owners), not specifically involved in repairing the damaged property (e.g. traditional business expenses and expediting expense, advertising and promotional expenses, commissions or fees for the renegotiation of leases, architect's fees for recreating building design, expenses for additional insurance premiums for the necessary property and liability coverage to be in force for the additional time it will take to finish the Project, interest on construction loans, taxes, and rental of construction equipment, storage, increases in labor wages, and building materials), flood and earthquake, all below (water and sewer mains/underground pipes, excavations) and above ground structures (site preparation, temporary structures, scaffolding).

Additionally, insured property shall include portions of the work located away from the site, but intended for use at the site (e.g. contractors' tools and equipment, or materials which will not ultimately become part of the structure) and shall also cover portions of the work in transit.

If the Town is damaged by failure of Contractor to maintain insurance as required in this section, then the Contractor shall bear all reasonable costs properly attributable to that failure. The policy shall, specifically, permit partial or beneficial occupancy, at or prior to, substantial completion or final acceptance of the entire work. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use and the Town's Building Official has issued a Certificate of Occupancy (COO). Town and Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse or reduction of insurance.

At any time during the Agreement, the Contractor fails to maintain Builder's Risk Insurance required by the Agreement and with all of the coverages in the amount described above, the Contractor shall so inform the Town as stated in writing prior to commencement of the work.

If the Town is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying Town, then the Contractor shall bear all reasonable costs properly attributable thereto.

Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered.

All deductibles will be assumed by the Contractor. Losses in excess of the deductible insured under the Builder's Risk shall be adjusted in conjunction with the Town.

Any insurance payments/proceeds shall be made payable to the Town subject to requirements of any applicable mortgage clause.

The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-tier contractors in similar manner.

With the execution of this Agreement, **prior to the Notice to Proceed** being issued, Contractor shall furnish to the TOWN any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated.

Contractor shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term 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 Contractor to obtain Certificates or other insurance evidence from other Sub-CONTRACTORS shall not be deemed a waiver by the Town of Camp Verde.

The Contractor'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.

Assign ability

The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town of Camp Verde thereto: Provided, however, that claims for money by the CONTRACTOR from the Town of Camp Verde under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town of Camp Verde.

DEFINITION OF TERMS:

In the Agreement Documents, the following terms shall be as defined below:

ADDENDUM (ADDENDA) means a change, clarification or addition to the Solicitation documents issued by the TOWN to prospective bidders or proposers prior to the time set for the submission of Offers. An Addendum may also reset the time for the submission of offers.

AGREEMENT, also referred to as Contract, shall mean collectively all of the Agreement Documents included in the Table of Contents within the Bidder Packet or included as formal attachments throughout the bidding process.

AGREEMENT/CONTRACT TIME means the number of Calendar Days, Work Days or Business Days allowed by the Agreement for the performance of the Work and as defined in this specific Agreement. When not otherwise described Contract Time is the number of Calendar Days to elapse between the commencement date given on the formal Notice to Proceed and the date set for Final Completion of the Contract.

AGREEMENT DOCUMENTS means the Solicitation Document and addenda thereto, the Town of Camp Verde Agreement, General Conditions, General Provisions, Special Provisions, the accepted Offer or Proposal, Plans, Specifications, amendments, Notice of Award, Notice to Proceed, all other attachments, and any approved Change Orders.

AGREEMENT PRICE means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

ALTERNATES are distinct packages of Work that form a discrete subpart of the solicitation that are in addition to or in lieu of Work described in the base bid or proposal and which the Owner may, at the Owner's sole discretion, elect to have performed at the price bid or proposed. Alternates may or may not be used to determine the successful bid or proposal. Alternates to be performed may be selected prior to Contract award, at the time of award or after award.

ARCHITECT/ENGINEER, also known as Consultant, means the licensed Design Professional appointed by the TOWN to act in that capacity (Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer).

BUSINESS DAY(S) means every day except Saturday, Sunday, and legal holidays recognized by the TOWN. Unless otherwise specified, a Business day commences at 7:00 am local time and concludes at 5:00 pm local time.

CALENDAR DAY means a period of twenty-four hours commencing immediately after 12:00 am local time and extending until 12:00 pm of the same day. No days are excluded. No adjustment is allowed for the length of the day.

CHANGE ORDER means a written order prepared by the Contractor and submitted to the TOWN for approval requiring a change in the Work within the general scope of the Agreement Documents. The Change Order will quantify any additional costs and /or Agreement time adjustments related to the Change Order. The Change Order shall be signed by the Public Works Department or Authorized Representative, and Contractor.

CONSTRUCTION means the act of performing the Work on the Site of Work.

CONTRACTOR means any legally recognized entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract to perform services or do a job. Contractor also means the Person awarded the Contract for the Work contemplated.

DEFECT OR DEFECTIVE means not meeting the prescribed professional standard for appearance, quality, function, or performance.

DELAY means an occurrence or an obstacle to performance of the Work that impedes the accomplishment of Work according to the approved schedule at the time that it arises.

DESIGN DOCUMENTS means the documents included in the Agreement that describe or illustrate the technical requirements for the Work to be done.

DESIGN PROFESSIONAL Includes, but is not limited to Architects, Engineers, Landscape Architects, Professional Land Surveyors and Geotechnical professionals and licensed consultants or their designees providing service to any of them. The Owner's Design Professional is the person or entity who signs or seals the Design Documents that have been readied for construction or the Construction Plans. The Town's Engineer or his designee may also serve as a Project Design Professional.

DIRECT COSTS means, unless otherwise provided in the Agreement Documents, the cost of:

- Materials, including sales tax
- Cost of Delivery
- Cost of Labor, including social security, unemployment insurance, and workers compensation insurance
- General Overhead
- Project Specific Liability Insurance
- Bond Premiums
- Rental Cost of Equipment and machinery required for execution of the work
- Additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION means the final completion of all Work requirements under this Agreement to the satisfaction of the Public Works Department in a manner that would allow closure of this Contract/Agreement including the release of the final payment and all retainage.

LIQUIDATED DAMAGES means an amount, stipulated in the Contract, which the parties believe to be a reasonable estimation of the damages which will occur in the event of a breach of this Contract/Agreement, such as an overrun on the allocated time for completion of the Work, inadequate performance or completion of the Work, the use of inadequate or wrong materials, or other Work performance deficiencies that prove unsatisfactory to the Public Works Department.

NON-CONFORMANCE REPORT(S) means a report or reports issued by the Town of Camp Verde that determines, through the Town of Camp Verde's observation, measurement, or testing, that the Work, all or in part, do not conform to the requirements of this Agreement and may result in the suspension of the Work together and/or additional costs to the Contractor related to remediation or removal of all or part of the Work.

NON-CONFORMING WORK means Work, or portions of the Work that do not conform to the requirements of this Agreement. Non-Conforming Work may result in the suspension of work, remediation or removal of the Non-Conforming Work, or adjustment of this Agreement and compensation to the Contractor, with or without impact on Agreement/Contract Time.

NOTICE means a formal written document required by law or by contract to advise the recipient of an occurrence or condition, to claim a right provided by law or by contract, to waive a right provided by law or by contract, to start the running of a period of time or to stop the running of a period of time. Notice must be in the form required by law or by contract and must be delivered to the person or the address specified within the time allowed. The responsibility for the delivery of Notice rests with the party giving notice. The Notice described in this paragraph shall be delivered, in writing, either in person, email, or US mail, at the address provided for the party receiving Notice in the Agreement, during Business Hours on a Business Day. Unless otherwise specified, a Notice that is correctly addressed and placed in the US Mail with correct postage shall be deemed to have been "given" when placed in the custody of the US Postal Service as shown by a postmark applied by the Postal Service.

NOTICE TO PROCEED means the official written notice from the Town of Camp Verde stating that the Contractor is to proceed with the Work defined in this Agreement. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including this Agreement, performance bond and payment bonds, and certificates of insurance, have been fully executed and submitted to Town of Camp Verde in a suitable form.

OWNER means the Town of Camp Verde for this Agreement.

OWNER'S AGENT means the individual designated by the Town of Camp Verde (Owner) to provide Project management services (usually the Public Works Department and/or his designee).

OWNER'S AUTHORIZED REPRESENTATIVE(S) means individual(s) that are identified in writing by the Town of Camp Verde (Owner) to act on behalf of the Owner to provide some form of Project management services for this Project. Owner may elect, by written notice to the Contractor, to delegate certain Project management duties to more than one party, including without limitation, professional services providers such as Architects or Engineers.

PLAN SET means the drawings, shop drawings, plan additions, etc. and all notes which show the locations, types, dimensions, and details of the Work to be done under this Agreement, including any and all Addenda.

PUNCH LIST means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of this Agreement/Contract.

RECORD DOCUMENT(S) means a document intended to be held for a duration longer than the Agreement Period, which pertains to Work done or to things purchased or installed, including these Agreement Documents, the As-Built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier/manufacturer warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, and certificate(s) of occupancy.

SITE OF WORK means the physical location(s) where the Work takes place as defined by this Agreement. It includes designated real property owned or controlled by the Town of Camp Verde where construction takes place including storage sites, waste areas, fabrication areas and component assembly sites as designated by the Town of Camp Verde.

SOLICITATION DOCUMENT means an Invitation to Bid or Invitation for Bids.

SPECIFICATION(S) means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR(S) means a Person/Contractor having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTITUTIONS means items proposed and accepted by the Town of Camp Verde as alternatives to those called for by the Agreement Documents that in function, performance,

reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Town of Camp Verde or their Authorized Representative.

WORK means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual Work item or all Work items in this Agreement and the carrying out of duties and obligations imposed by the Agreement Documents.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

For the Town of Camp Verde

Approved as to Form:

Trish Stuhan, Town Attorney

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk

For the Contractor:

Contractor's Representative: Signature

Contractor's Representative: Name/Title

**Meeting Date:** March 18, 2026**Agenda Item Type:**

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

Requesting Department: Public Works**Staff Resource:** Martin Smith, CIP Project Manager**Agenda Title:** Discussion, Consideration, and Possible Award of Bid No. 25-227, Sports Complex Walkway and ADA Parking Improvements, to Tierra Verde Builders in the amount of \$609,855.24.**Attached Documents:**

- Results of Bids
- Contractor Bids
- Project Agreement

Estimated Presentation Time: 5 min.**Estimated Discussion Time:** 10 min.**Reviewed By:**

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

Financial Review (if applicable):

- Funding Source / GL Account Number: 04-800-20-804026
- Approved in the FY26 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

Background Information:

Following completion of the Sports Complex Concession and Restroom Building, the Town will proceed with installation of the associated concrete walkway and ADA compliant parking improvements. This work includes placement of concrete within the existing curbing from the parking lot to the promenade, surrounding the concession building, and extending east to a point between the baseball fields.

The project also includes installation of new concrete curb, sidewalk, and an ADA compliant parking slab. The area between the new concrete walkway and the south baseball field will be finished with decorative granite landscaping.

These improvements will provide the necessary ADA accommodations to ensure safe and accessible access for visitors to this portion of the complex.

Comment about the Bid Process

Bids for this project were originally scheduled to be received on Monday, March 2, 2026, at 1:00 p.m. Several hours prior to the deadline, a contractor submitted a question through Public Purchase that raised an issue which could have affected the overall cost of the project. Although questions submitted after the close of the formal inquiry period are typically not addressed, this inquiry was relevant and



Town Council Agenda Information Memorandum

highlighted a matter that had not previously been considered. Accordingly, additional information was provided to all plan holders.

Due to the timing of this clarification and its potential impact on pricing, several contractors requested an extension of the bid deadline to allow adequate time to incorporate the new information into their proposals. In the interest of fairness and to promote full and open competition, the bid due date was extended to Tuesday, March 3, 2026, at 10:00 a.m.

On the morning of March 3, an urgent matter involving another project required immediate attention and necessitated a meeting scheduled at 10:00 a.m., which conflicted with the planned public bid opening. As the individual most familiar with the technical details of the solicitation, the bid requirements, and the formal opening procedures, CIP Manager Martin Smith determined that it was prudent to delay the opening until he could be present to properly conduct it. All bids were received by Public Works staff prior to the 10:00 a.m. deadline, time and date stamped and secured unopened in a controlled location. This ensured that the integrity of the procurement process was preserved.

At approximately 10:40 a.m., immediately following the conclusion of the conflicting meeting, the bid opening was conducted at the Public Works Facility. Although the contractors who had been present earlier had departed, the opening was witnessed by Marisa Carrera, Administrative Assistant; Bruce Connolly, Town Engineer; and Ken Krebs, Public Works Director. Each bid was opened individually, reviewed for required documentation, and the contractor's name and bid amount were read aloud and recorded. The bids were then tabulated for the official record. The presence of multiple staff members provided transparency and oversight during the process.

While the opening did not occur precisely at the advertised time, the delay was limited in duration, all bids remained secure and unopened until the formal opening, and no vendor was afforded any advantage. In addition, CIP Manager Martin Smith consulted with Town Manager Miranda Fisher and the Town Attorney to review the circumstances and determine an appropriate course of action. Following that discussion, it was concluded that the matter constituted a procedural irregularity rather than a material defect in the procurement process. The integrity, competitiveness, and fairness of the solicitation were not compromised.

Moving forward, CIP Manager Smith will ensure that bid openings occur in strict compliance with the Town's financial operations guidelines and established procurement procedures to avoid similar concerns.

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

This project complies with the "Community Infrastructure" area of the strategic plan.

Question(s) before the Council:

- Does Council have any questions for staff?



Town Council Agenda Information Memorandum

Proposed Motion:

Move to **APPROVE** the award of Bid No. 25-227, Sports Complex Walkway and ADA Parking Improvements, to Tierra Verde Builders in the amount of \$609,855.24.



25-227 Sports Complex Walkway & ADA Parking Improvements Project

Bid Opening: March 3, 2026 at 10:00 AM

Contractor	Addendum Form	Current Bid Tab	Bid Amount
Combs Construction	Y	Y	\$992,980.63
McDonald Bros. Construction	Y	Y	\$647,016.66
Earth Resources Corporation	Y	Y	\$763,428.75
Tierra Verde Builders	Y	Y	\$609,855.24
Ligon Excavation	Y	Y	\$709,723.91
Richmond Construction	Y	Y	\$878,718.90
Red Stag Construction	Y	Y	\$742,059.03
DBA Construction	-	-	(Withdrew bid prior to opening)



Town of Camp Verde
Gateway to the Verde Valley
♦ 395 S. Main Street ♦ Camp Verde, AZ 86322 ♦
♦ Telephone: 928.554.0872 ♦ www.campverde.az.gov ♦

Contractor	Addendum Form	Bid Amount

In Attendance:

Martin Smith - Town of Camp Verde

Marisa Canara - Town of Camp Verde

Bruce Connors - Town of Camp Verde

Sen Kreber - TOCV



Bid 25-227, Sports Complex Walkway and ADA Parking Improvements - Itemized Bid Tab

No.	Description	Unit	Quantity	Cost	Total
1	Mobilization	LS	1	\$ 10,504.00	\$ 10,504.00
2	Construction Survey	LS	1	\$ 8,600.00	\$ 8,600.00
3	Quality Control / Testing	LS	1	\$ 10,450.00	\$ 10,450.00
4	Construction fencing	LS	1	\$ 2,000.00	\$ 2,000.00
5	Excavate subgrade to a depth of 9" below top of existing curb.	SY	4,960	\$ 5.04	\$ 24,998.40
6	Install 6" SDR35 PVC sleeve. Cap each end.	LF	83	\$ 23.01	\$ 1,909.83
7	Install flag pole and base. TOCV to supply flag pole.	EA	1	\$ 1,800.00	\$ 1,800.00
8	Install fixed bollard. TOCV to supply bollard.	EA	27	\$ 363.29	\$ 9,808.83
9	Install removable bollard. TOCV to supply bollard.	EA	5	\$ 484.39	\$ 2,421.95
10	Install 4" ABC compacted to 100% MDD.	SY	4,960	\$ 13.20	\$ 65,472.00
11	Install 5" thick concrete slab, 4,000 psi concrete min.	SY	4,960	\$ 57.22	\$ 283,811.20
12	Adjust sewer cleanout to finished grade.	EA	3	\$ 121.10	\$ 363.30
13	Install expansion joint material around concession building and dugouts.	LF	352	\$ 4.24	\$ 1,492.48
14	Install 4" steel landscape edging along existing fence line.	LF	337	\$ 10.78	\$ 3,632.86
15	Install Pavestone Rockwall 2" x 4.25" x 9" concrete wall cap, or approved equal, in front of existing gate.	LF	21	\$ 115.33	\$ 2,421.93
16	Install 1" screened Sedona Red decorative granite, min. 2" thick over geotextile fabric.	SY	1,371	\$ 14.93	\$ 20,469.03
17	Adjust existing electric box to finished grade.	EA	6	\$ 484.39	\$ 2,906.34
18	Adjust existing water valve box to finished grade per MAG Std. Det. 391-1, Type B.	EA	1	\$ 847.68	\$ 847.68
19	Install cast iron valve box and lid marked "Sewer" over existing cleanout. Adjust to finished grade.	EA	1	\$ 605.49	\$ 605.49
20	Install #2 meter box over double cleanout. Adjust to finished grade.	EA	1	\$ 1,598.49	\$ 1,598.49
21	Saw cut and remove existing curb.	LF	5	\$ 18.16	\$ 90.80
22	Install Type A vertical curb per MAG Std. Det. 222.	LF	145	\$ 32.70	\$ 4,741.50
23	Install curb termination per MAG Std. Det. 222.	EA	1	\$ 605.49	\$ 605.49
24	Install 6" thick concrete slab per detail on approved plans.	SY	181	\$ 76.29	\$ 13,808.49
25	Install 5.5' wide concrete sidewalk per MAG Std. Det. 230.	SF	650	\$ 6.65	\$ 4,322.50
26	Install 4" white painted stripe	LF	355	\$ 1.21	\$ 429.55
27	Install ADA parking symbol.	EA	6	\$ 302.74	\$ 1,816.44
28	Install sign base, post, and sign.	EA	6	\$ 363.29	\$ 2,179.74
29	Backfill and compact with native material behind proposed sidewalk to daylight to existing grade, 4:1 slope min.	LS	1	\$ 605.49	\$ 605.49
30	Install 6' long concrete wheel stops.	EA	6	\$ 339.07	\$ 2,034.42
31	Relocate existing concrete blocks to stockpile location in park.	EA	14	\$ 81.14	\$ 1,135.96
				Subtotal:	\$ 487,884.19
				25% Owner Allowance:	\$ 121,971.05
				TOTAL:	\$ 609,855.24

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov


Signature of Company Official
Managing Member

Title

Tierra Verde Builders

Company Name

400 Finnie Flat Rd Suite 1-C

Address

Camp Verde, AZ 86322

City/State/Zip

3/3/2026

Date Signed

928-567-2477

Phone Number

Fax Number

bbassous@tierraverdebuilders.com

Email Address



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Bid 25-227, Sports Complex Walkway and ADA Parking Improvements - Itemized Bid Tab

No.	Description	Unit	Quantity	Cost	Total
1	Mobilization	LS	1	\$ 1,303.63	\$ 1,303.63
2	Construction Survey	LS	1	\$ 2,234.79	\$ 2,234.79
3	Quality Control / Testing	LS	1	\$ 5,090.36	\$ 5,090.36
4	Construction fencing	LS	1	\$ 9,559.94	\$ 9,559.94
5	Excavate subgrade to a depth of 9" below top of existing curb.	SY	4,960	\$ 3.43	\$ 17,012.80
6	Install 6" SDR35 PVC sleeve. Cap each end.	LF	83	\$ 38.74	\$ 3,215.42
7	Install flag pole and base. TOCV to supply flag pole.	EA	1	\$ 1,261.41	\$ 1,261.41
8	Install fixed bollard. TOCV to supply bollard.	EA	27	\$ 248.08	\$ 6,698.16
9	Install removable bollard. TOCV to supply bollard.	EA	5	\$ 254.52	\$ 1,272.60
10	Install 4" ABC compacted to 100% MDD.	SY	4,960	\$ 9.22	\$ 45,731.20
11	Install 5" thick concrete slab, 4,000 psi concrete min.	SY	4,960	\$ 67.85	\$ 336,536.00
12	Adjust sewer cleanout to finished grade.	EA	3	\$ 294.66	\$ 883.98
13	Install expansion joint material around concession building and dugouts.	LF	352	\$ 4.35	\$ 1,531.20
14	Install 4" steel landscape edging along existing fence line.	LF	337	\$ 14.66	\$ 4,940.42
15	Install Pavestone Rockwall 2" x 4.25" x 9" concrete wall cap, or approved equal, in front of existing gate.	LF	21	\$ 65.62	\$ 1,378.02
16	Install 1" screened Sedona Red decorative granite, min. 2" thick over geotextile fabric.	SY	1,371	\$ 12.44	\$ 17,055.24
17	Adjust existing electric box to finished grade.	EA	6	\$ 598.43	\$ 3,590.58
18	Adjust existing water valve box to finished grade per MAG Std. Det. 391-1, Type B.	EA	1	\$ 598.43	\$ 598.43
19	Install cast iron valve box and lid marked "Sewer" over existing cleanout. Adjust to finished grade.	EA	1	\$ 640.64	\$ 640.64
20	Install #2 meter box over double cleanout. Adjust to finished grade.	EA	1	\$ 665.47	\$ 665.47
21	Saw cut and remove existing curb.	LF	5	\$ 113.23	\$ 566.15
22	Install Type A vertical curb per MAG Std. Det. 222.	LF	145	\$ 50.19	\$ 7,277.55
23	Install curb termination per MAG Std. Det. 222.	EA	1	\$ 217.89	\$ 217.89
24	Install 6" thick concrete slab per detail on approved plans.	SY	181	\$ 158.80	\$ 28,742.80
25	Install 5.5' wide concrete sidewalk per MAG Std. Det. 230.	SF	650	\$ 13.92	\$ 9,048.00
26	Install 4" white painted stripe	LF	355	\$ 2.13	\$ 756.15
27	Install ADA parking symbol.	EA	6	\$ 109.67	\$ 658.02
28	Install sign base, post, and sign.	EA	6	\$ 658.02	\$ 3,948.12
29	Backfill and compact with native material behind proposed sidewalk to daylight to existing grade, 4:1 slope min.	LS	1	\$ 2,065.94	\$ 2,065.94
30	Install 6' long concrete wheel stops.	EA	6	\$ 253.90	\$ 1,523.40
31	Relocate existing concrete blocks to stockpile location in park.	EA	14	\$ 114.93	\$ 1,609.02
				Subtotal:	\$ 517,613.33
				25% Owner Allowance:	\$ 129,403.33
				TOTAL:	\$ 647,016.66

Notes:

- All costs provided shall include all applicable taxes, fees, overhead, profit, etc.



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Signature of Company Official

Vice President

Title

McDonald Bros Construction Inc.

Company Name

1535 S Quarterhorse Lane

Address

Camp Verde, Arizona 86322

City/State/Zip

3/2/2026

Date Signed

(928) 567-3539

Phone Number

(928) 567-6171

Fax Number

McDonald@McDonaldBrosAZ.com

Email Address



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Bid 25-227, Sports Complex Walkway and ADA Parking Improvements - Itemized Bid Tab

No.	Description	Unit	Quantity	Cost	Total
1	Mobilization	LS	1	\$ 5,400.00	\$ 5,400.00
2	Construction Survey	LS	1	\$ 2,165.02	\$ 2,165.02
3	Quality Control / Testing	LS	1	\$ 12,027.91	\$ 12,027.91
4	Construction fencing	LS	1	\$ 1,200.00	\$ 1,200.00
5	Excavate subgrade to a depth of 9" below top of existing curb.	SY	4,960	\$ 4.10	\$ 20,336.00
6	Install 6" SDR35 PVC sleeve. Cap each end.	LF	83	\$ 39.85	\$ 3,307.55
7	Install flag pole and base. TOCV to supply flag pole.	EA	1	\$ 2,579.99	\$ 2,579.99
8	Install fixed bollard. TOCV to supply bollard.	EA	27	\$ 160.06	\$ 4,321.62
9	Install removable bollard. TOCV to supply bollard.	EA	5	\$ 346.76	\$ 1,733.80
10	Install 4" ABC compacted to 100% MDD.	SY	4,960	\$ 10.96	\$ 54,361.60
11	Install 5" thick concrete slab, 4,000 psi concrete min.	SY	4,960	\$ 75.78	\$ 375,868.80
12	Adjust sewer cleanout to finished grade.	EA	3	\$ 284.66	\$ 853.98
13	Install expansion joint material around concession building and dugouts.	LF	352	\$ 12.03	\$ 4,234.56
14	Install 4" steel landscape edging along existing fence line.	LF	337	\$ 12.88	\$ 4,340.56
15	Install Pavestone Rockwall 2" x 4.25" x 9" concrete wall cap, or approved equal, in front of existing gate.	LF	21	\$ 45.82	\$ 962.22
16	Install 1" screened Sedona Red decorative granite, min. 2" thick over geotextile fabric.	SY	1,371	\$ 12.77	\$ 17,507.67
17	Adjust existing electric box to finished grade.	EA	6	\$ 332.77	\$ 1,996.62
18	Adjust existing water valve box to finished grade per MAG Std. Det. 391-1, Type B.	EA	1	\$ 541.26	\$ 541.26
19	Install cast iron valve box and lid marked "Sewer" over existing cleanout. Adjust to finished grade.	EA	1	\$ 637.48	\$ 637.48
20	Install #2 meter box over double cleanout. Adjust to finished grade.	EA	1	\$ 757.76	\$ 757.76
21	Saw cut and remove existing curb.	LF	5	\$ 81.79	\$ 408.95
22	Install Type A vertical curb per MAG Std. Det. 222.	LF	145	\$ 44.71	\$ 6,482.95
23	Install curb termination per MAG Std. Det. 222.	EA	1	\$ 420.98	\$ 420.98
24	Install 6" thick concrete slab per detail on approved plans.	SY	181	\$ 164.73	\$ 29,816.13
25	Install 5.5' wide concrete sidewalk per MAG Std. Det. 230.	SF	650	\$ 12.70	\$ 8,255.00
26	Install 4" white painted stripe	LF	355	\$ 2.55	\$ 905.25
27	Install ADA parking symbol.	EA	6	\$ 144.33	\$ 865.98
28	Install sign base, post, and sign.	EA	6	\$ 248.58	\$ 1,491.48
29	Backfill and compact with native material behind proposed sidewalk to daylight to existing grade, 4:1 slope min.	LS	1	\$ 2,104.89	\$ 2,104.89
30	Install 6' long concrete wheel stops.	EA	6	\$ 139.12	\$ 834.72
31	Relocate existing concrete blocks to stockpile location in park.	EA	14	\$ 75.60	\$ 1,058.40
				Subtotal:	\$ 567,779.13
				25% Owner Allowance:	\$ 141,944.78
				TOTAL:	\$ 709,723.91



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.

M. J. Lion

Signature of Company Official

3/2/2026

Date Signed

President

Title

Ligon Excavation, Inc.

Company Name

(928) 300-2126

Phone Number

636 S. McCracken Lane

Address

NA

Fax Number

Camp Verde AZ 86322

City/State/Zip

Office@LigonEx.com

Email Address



Bid 25-227, Sports Complex Walkway and ADA Parking Improvements - Itemized Bid Tab

No.	Description	Unit	Quantity	Cost	Total
1	Mobilization	LS	1		\$ 2,500.00
2	Construction Survey	LS	1		\$ 2,160.00
3	Quality Control / Testing	LS	1		\$ 5,265.00
4	Construction fencing	LS	1		\$ 10,244.32
5	Excavate subgrade to a depth of 9" below top of existing curb.	SY	4,960		\$ 41,387.58
6	Install 6" SDR35 PVC sleeve. Cap each end.	LF	83		\$ 2,427.75
7	Install flag pole and base. TOCV to supply flag pole.	EA	1		\$ 4,500.00
8	Install fixed bollard. TOCV to supply bollard.	EA	27		\$ 13,500.00
9	Install removable bollard. TOCV to supply bollard.	EA	5		\$ 2,500.00
10	Install 4" ABC compacted to 100% MDD.	SY	4,960		\$ 61,284.53
11	Install 5" thick concrete slab, 4,000 psi concrete min.	SY	4,960		\$ 357,136.00
12	Adjust sewer cleanout to finished grade.	EA	3		\$ 255.00
13	Install expansion joint material around concession building and dugouts.	LF	352		\$ 2,816.00
14	Install 4" steel landscape edging along existing fence line.	LF	337		\$ 12,960.00
15	Install Pavestone Rockwall 2" x 4.25" x 9" concrete wall cap, or approved equal, in front of existing gate.	LF	21		\$ 715.63
16	Install 1" screened Sedona Red decorative granite, min. 2" thick over geotextile fabric.	SY	1,371		\$ 21,838.05
17	Adjust existing electric box to finished grade.	EA	6		\$ 5,411.25
18	Adjust existing water valve box to finished grade per MAG Std. Det. 391-1, Type B.	EA	1		\$ 180.00
19	Install cast iron valve box and lid marked "Sewer" over existing cleanout. Adjust to finished grade.	EA	1		\$ 287.50
20	Install #2 meter box over double cleanout. Adjust to finished grade.	EA	1		\$ 250.00
21	Saw cut and remove existing curb.	LF	5		\$ 375.00
22	Install Type A vertical curb per MAG Std. Det. 222.	LF	145		\$ 5,075.00
23	Install curb termination per MAG Std. Det. 222.	EA	1		\$ 5,500.00
24	Install 6" thick concrete slab per detail on approved plans.	SY	181		\$ 14,580.00
25	Install 5.5' wide concrete sidewalk per MAG Std. Det. 230.	SF	650		\$ 5,200.00
26	Install 4" white painted stripe	LF	355		\$ 4,133.61
27	Install ADA parking symbol.	EA	6		\$ 3,600.00
28	Install sign base, post, and sign.	EA	6		\$ 1,053.00
29	Backfill and compact with native material behind proposed sidewalk to daylight to existing grade, 4:1 slope min.	LS	1		\$ 4,212.00
30	Install 6' long concrete wheel stops.	EA	6		\$ 1,800.00
31	Relocate existing concrete blocks to stockpile location in park.	EA	14		\$ 500.00
				Subtotal:	\$ 593,647.22
				25% Owner Allowance:	\$ 148,411.81
				TOTAL:	\$ 742,059.03

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov


Signature of Company Official

owner

Title

Red Stag Construction, LLC

Company Name

PO Box 31

Address

Camp Verde, AZ 86322

City/State/Zip

3/2/2026

Date Signed

928-301-6909

Phone Number

Fax Number

redstagconstruction@gmail.com

Email Address



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Bid 25-227, Sports Complex Walkway and ADA Parking Improvements - Itemized Bid Tab

No.	Description	Unit	Quantity	Cost	Total
1	Mobilization	LS	1	\$ 18,215.00	\$ 18,215.00
2	Construction Survey	LS	1	\$ 5,664.00	\$ 5,664.00
3	Quality Control / Testing	LS	1	\$ 6,206.00	\$ 6,206.00
4	Construction fencing	LS	1	\$ 500.00	\$ 500.00
5	Excavate subgrade to a depth of 9" below top of existing curb.	SY	4,960	\$ 3.20	\$ 15,872.00
6	Install 6" SDR35 PVC sleeve. Cap each end.	LF	83	\$ 45.00	\$ 3,735.00
7	Install flag pole and base. TOCV to supply flag pole.	EA	1	\$ 3,110.00	\$ 3,110.00
8	Install fixed bollard. TOCV to supply bollard.	EA	27	\$ 871.00	\$ 23,517.00
9	Install removable bollard. TOCV to supply bollard.	EA	5	\$ 1,078.00	\$ 5,390.00
10	Install 4" ABC compacted to 100% MDD.	SY	4,960	\$ 10.25	\$ 50,840.00
11	Install 5" thick concrete slab, 4,000 psi concrete min.	SY	4,960	\$ 76.75	\$ 380,680.00
12	Adjust sewer cleanout to finished grade.	EA	3	\$ 786.00	\$ 2,358.00
13	Install expansion joint material around concession building and dugouts.	LF	352	\$ 10.00	\$ 3,520.00
14	Install 4" steel landscape edging along existing fence line.	LF	337	\$ 56.00	\$ 18,872.00
15	Install Pavestone Rockwall 2" x 4.25" x 9" concrete wall cap, or approved equal, in front of existing gate.	LF	21	\$ 52.00	\$ 1,092.00
16	Install 1" screened Sedona Red decorative granite, min. 2" thick over geotextile fabric.	SY	1,371	\$ 15.00	\$ 20,565.00
17	Adjust existing electric box to finished grade.	EA	6	\$ 865.00	\$ 5,190.00
18	Adjust existing water valve box to finished grade per MAG Std. Det. 391-1, Type B.	EA	1	\$ 750.00	\$ 750.00
19	Install cast iron valve box and lid marked "Sewer" over existing cleanout. Adjust to finished grade.	EA	1	\$ 976.00	\$ 976.00
20	Install #2 meter box over double cleanout. Adjust to finished grade.	EA	1	\$ 1,770.00	\$ 1,770.00
21	Saw cut and remove existing curb.	LF	5	\$ 94.00	\$ 470.00
22	Install Type A vertical curb per MAG Std. Det. 222.	LF	145	\$ 24.00	\$ 3,480.00
23	Install curb termination per MAG Std. Det. 222.	EA	1	\$ 523.00	\$ 523.00
24	Install 6" thick concrete slab per detail on approved plans.	SY	181	\$ 133.00	\$ 24,073.00
25	Install 5.5' wide concrete sidewalk per MAG Std. Det. 230.	SF	650	\$ 8.10	\$ 5,265.00
26	Install 4" white painted stripe	LF	355	\$ 1.50	\$ 532.50
27	Install ADA parking symbol.	EA	6	\$ 128.00	\$ 768.00
28	Install sign base, post, and sign.	EA	6	\$ 694.00	\$ 4,164.00
29	Backfill and compact with native material behind proposed sidewalk to daylight to existing grade, 4:1 slope min.	LS	1	\$ 851.50	\$ 851.50
30	Install 6' long concrete wheel stops.	EA	6	\$ 208.00	\$ 1,248.00
31	Relocate existing concrete blocks to stockpile location in park.	EA	14	\$ 39.00	\$ 546.00
				Subtotal:	\$ 610,743.00
				25% Owner Allowance:	\$ 152,685.75
				TOTAL:	\$ 763,428.75

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.

Revised: 3/02/2026



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

3.2.2026

Date Signed

Signature of Company Official

President

Title

Earth Resources Corp

Company Name

928 775 2795

Phone Number

300 WATKINS LANE

Address

928 268 3487

Fax Number

Jewett AZ 86327

City/State/Zip

wynd@earthresources.com

Email Address



Bid 25-227, Sports Complex Walkway and ADA Parking Improvements - Itemized Bid Tab

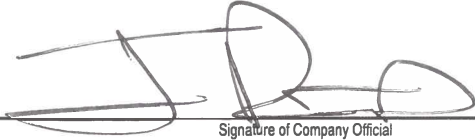
No.	Description	Unit	Quantity	Cost	Total
1	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00
2	Construction Survey	LS	1	\$ 22,764.72	\$ 22,764.72
3	Quality Control / Testing	LS	1	\$ 6,000.00	\$ 6,000.00
4	Construction Fencing	LS	1	\$ 4,750.00	\$ 4,750.00
5	Excavate subgrade to a depth of 9" below top of existing curb.	SY	4,960	\$ 11.79	\$ 58,478.40
6	Install 6" SDR35 PVC sleeve. Cap each end.	LF	83	\$ 20.93	\$ 1,737.19
7	Install flag pole and base. TOCV to supply flag pole.	EA	1	\$ 3,500.00	\$ 3,500.00
8	Install fixed bollard. TOCV to supply bollard.	EA	27	\$ 461.34	\$ 12,456.18
9	Install removable bollard. TOCV to supply bollard.	EA	5	\$ 461.34	\$ 2,306.70
10	Install 4" ABC compacted to 100% MDD.	SY	4,960	\$ 11.55	\$ 57,288.00
11	Install 5" thick concrete slab, 4,000 psi concrete min.	SY	4,960	\$ 79.98	\$ 396,700.80
12	Adjust sewer cleanout to finished grade.	EA	3	\$ 296.86	\$ 890.58
13	Install expansion joint material around concession building and dugouts.	LF	352	\$ 4.58	\$ 1,612.16
14	Install 8" galvanized steel landscape edging along existing fence line.	LF	337	\$ 13.29	\$ 4,478.73
15	Install Pavestone Rockwall 2" x 4.25" x 9" concrete wall cap, or approved equal, in front of existing gate.	LF	21	\$ 70.07	\$ 1,471.47
16	Install 1" screened Sedona Red decorative granite, min. 2" thick over geotextile fabric.	SY	1,371	\$ 20.04	\$ 27,474.84
17	Adjust existing electric box to finished grade.	EA	6	\$ 296.86	\$ 1,781.16
18	Adjust existing water valve box to finished grade per MAG Std. Det. 391-1, Type B.	EA	1	\$ 296.86	\$ 296.86
19	Install cast iron valve box and lid marked "Sewer" over existing cleanout. Adjust to finished grade.	EA	1	\$ 790.59	\$ 790.59
20	Install #2 meter box over double cleanout. Adjust to finished grade.	EA	1	\$ 790.59	\$ 790.59
21	Saw cut and remove existing curb.	LF	5	\$ 52.92	\$ 264.60
22	Install Type A vertical curb per MAG Std. Det. 222.	LF	145	\$ 72.76	\$ 10,550.20
23	Install curb termination per MAG Std. Det. 222.	EA	1	\$ 181.37	\$ 181.37
24	Install 6" thick concrete slab per detail on approved plans.	SY	181	\$ 134.09	\$ 24,270.29
25	Install 5.5' wide concrete sidewalk per MAG Std. Det. 230.	SF	650	\$ 8.91	\$ 5,791.50
26	Install 4" white painted stripe	LF	355	\$ 3.30	\$ 1,171.50
27	Install ADA parking symbol.	EA	6	\$ 164.85	\$ 989.10
28	Install sign base, post, and sign.	EA	6	\$ 726.36	\$ 4,358.16
29	Backfill and compact with native material behind proposed sidewalk to daylight to existing grade, 4:1 slope min.	LS	1	\$ 2,042.25	\$ 2,042.25
30	Install 6' long concrete wheel stops.	EA	6	\$ 395.29	\$ 2,371.74
31	Relocate existing concrete blocks to stockpile location in park.	EA	14	\$ 743.96	\$ 10,415.44
				Subtotal:	\$ 702,975.12
				25% Owner Allowance:	\$ 175,743.78
				TOTAL:	\$ 878,718.90

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov



Signature of Company Official

2/28/2026
Date Signed

President

Title

RCI Property Enterprises, LLC. dba Richmond Construction & Infrastructure

Company Name

540-314-5447

Phone Number

4022 E Broadway Road, Suite 114

Address

N/A

Fax Number

Phoenix, AZ 85040

City/State/Zip

jon@rcibuilt.com

Email Address



Bid 25-227, Sports Complex Walkway and ADA Parking Improvements - Itemized Bid Tab

No.	Description	Unit	Quantity	Cost	Total
1	Mobilization	LS	1	\$ 79,000.00	\$ 79,000.00
2	Construction Survey	LS	1	\$ 20,000.00	\$ 20,000.00
3	Quality Control / Testing	LS	1	\$ 20,000.00	\$ 20,000.00
4	Construction fencing	LS	1	\$ 10,000.00	\$ 10,000.00
5	Excavate subgrade to a depth of 9" below top of existing curb.	SY	4,960	\$ 9.00	\$ 44,640.00
6	Install 6" SDR35 PVC sleeve. Cap each end.	LF	83	\$ 30.00	\$ 2,490.00
7	Install flag pole and base. TOCV to supply flag pole.	EA	1	\$ 3,150.00	\$ 3,150.00
8	Install fixed bollard. TOCV to supply bollard.	EA	27	\$ 450.00	\$ 12,150.00
9	Install removable bollard. TOCV to supply bollard.	EA	5	\$ 450.00	\$ 2,250.00
10	Install 4" ABC compacted to 100% MDD.	SY	4,960	\$ 12.00	\$ 59,520.00
11	Install 5" thick concrete slab, 4,000 psi concrete min.	SY	4,960	\$ 80.00	\$ 396,800.00
12	Adjust sewer cleanout to finished grade.	EA	3	\$ 550.00	\$ 1,650.00
13	Install expansion joint material around concession building and dugouts.	LF	352	\$ 4.50	\$ 1,584.00
14	Install 4" steel landscape edging along existing fence line.	LF	337	\$ 20.00	\$ 6,740.00
15	Install Pavestone Rockwall 2" x 4.25" x 9" concrete wall cap, or approved equal, in front of existing gate.	LF	21	\$ 60.00	\$ 1,260.00
16	Install 1" screened Sedona Red decorative granite, min. 2" thick over geotextile fabric.	SY	1,371	\$ 33.00	\$ 45,243.00
17	Adjust existing electric box to finished grade.	EA	6	\$ 800.00	\$ 4,800.00
18	Adjust existing water valve box to finished grade per MAG Std. Det. 391-1, Type B.	EA	1	\$ 800.00	\$ 800.00
19	Install cast iron valve box and lid marked "Sewer" over existing cleanout. Adjust to finished grade.	EA	1	\$ 1,100.00	\$ 1,100.00
20	Install #2 meter box over double cleanout. Adjust to finished grade.	EA	1	\$ 1,100.00	\$ 1,100.00
21	Saw cut and remove existing curb.	LF	5	\$ 32.00	\$ 160.00
22	Install Type A vertical curb per MAG Std. Det. 222.	LF	145	\$ 78.00	\$ 11,310.00
23	Install curb termination per MAG Std. Det. 222.	EA	1	\$ 350.00	\$ 350.00
24	Install 6" thick concrete slab per detail on approved plans.	SY	181	\$ 150.00	\$ 27,150.00
25	Install 5.5' wide concrete sidewalk per MAG Std. Det. 230.	SF	650	\$ 10.50	\$ 6,825.00
26	Install 4" white painted stripe	LF	355	\$ 1.50	\$ 532.50
27	Install ADA parking symbol.	EA	6	\$ 180.00	\$ 1,080.00
28	Install sign base, post, and sign.	EA	6	\$ 500.00	\$ 3,000.00
29	Backfill and compact with native material behind proposed sidewalk to daylight to existing grade, 4:1 slope min.	LS	1	\$ 25,000.00	\$ 25,000.00
30	Install 6' long concrete wheel stops.	EA	6	\$ 200.00	\$ 1,200.00
31	Relocate existing concrete blocks to stockpile location in park.	EA	14	\$ 250.00	\$ 3,500.00
				Subtotal:	\$ 794,384.50
				25% Owner Allowance:	\$ 198,596.13
				TOTAL:	\$ 992,980.63



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

Notes:

1. All costs provided shall include all applicable taxes, fees, overhead, profit, etc.

Signature of Company Official

3/2/2026

Date Signed

MEMBER

Title

Combs Construction Company LLC

Company Name

602-237-4029

Phone Number

PO BOX 10789

Address

602-237-4182

Fax Number

GLENDALE, AZ 85318

City/State/Zip

mike@combsaz.com

Email Address

25-227 SPORTS COMPLEX WALKWAY & ADA PARKING IMPROVEMENTS PROJECT
AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of March, 2026, by and between the **Town of Camp Verde**, Yavapai County, State of Arizona (herein called the “**Town**”) acting herein by the **Mayor, Marie Moore**, and Common Council, party of the first part, and **Tierra Verde Builders** (herein called the “**Contractor**”) party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the **Contractor** to render construction services (**Work**) for the Sports Complex Walkway and ADA Parking Improvements Project, located at the Camp Verde Sports Complex within the Town of Camp Verde, Arizona 86322.

1. Work

The **Contractor** shall complete all **Work** as specified in these bid documents and set forth in the Plan Set, Specifications and Agreement General Provisions attached, or incorporated in this Agreement. The **Contractor** shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement with regards to the performance of the **Work** and the Agreement. This Work shall be accomplished in the agreed upon time per the Notice to Proceed per these Agreement Documents.

2. Access to Information

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the **Work** outlined in the Plan Set, Specifications and General Provisions have been furnished to the **Contractor** by the **Town** and its agencies. The **Contractor** hereby acknowledges receipt of the same. The **Town** and its agencies will cooperate with the **Contractor** in every way possible to facilitate the performance of the **Work** described herein with regards to any and all information required.

3. Project Manager - Administration

The **Town** has designated the Public Works Department and Town CIP Project Manager, as Project Administrator and Manager for this Project and Agreement. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

4. Agreement Time

Contract time for this project shall be **60 calendar days** to Final Completion. The Town of Camp Verde Project Manager shall contact the successful Contractor/Bidder once the project is formally awarded by the Town of Camp Verde Council and Mayor. The Project Manager will schedule a pre-construction meeting with the Contractor and Public Works staff. Prior to this meeting, the Contractor shall provide the Town of Camp Verde with performance and payment bonds for the total project as well as a detailed Project Work Schedule. At the pre-construction meeting the Town of Camp Verde Project Manager shall provide the Contractor/Bidder with a formal Notice to Proceed with the project starting dates, term of project, and project completion dates. The Notice to Proceed shall be signed by both the Contractor/Bidder and the Public Works Department. This will serve to establish a clear understanding of the project start date and completion date for liquidated damages should the Agreement completion date be exceeded by the Contractor due to inadequate performance.

5. **Compensation**

The maximum amount of compensation and reimbursement to be paid to the **Contractor** for the completion of the **Work** as specified in this Agreement shall not exceed that amount given by the **Contractor** in their formal bid; which has been voted on by the Town of Camp Verde Council followed by their acknowledgement and acceptance by issuing the **Contractor** a formal **Notice of Award** for this Project. Any adjustments to Compensation for change orders or changes made to the **Work** by the **Town** shall be handled under an additional written Agreement between the **Town** and the **Contractor** and follow the Town of Camp Verde Financial Operations Guide and may be subject to approval/disapproval by the Town of Camp Verde Council.

6. **Termination of Agreement**

- a. If, for any reason, the **Contractor** shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the **Contractor** shall violate any of the covenants, agreements, or stipulations of this Agreement, the TOWN shall thereupon have the right to terminate the Agreement by giving written notice to the **Contractor** of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements as well as all materials or equipment acquired or stored by the **Contractor** under this Agreement shall, at the option of the TOWN, become the TOWN's property and the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the **Contractor** shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the Agreement by the **Contractor**, and the TOWN may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the TOWN from the **Contractor** is determined.

- b. The TOWN may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the **Contractor**. If the Agreement is terminated by the TOWN as provided herein, the **Contractor** will be paid for the time expended and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the **Contractor**, all conditions relative to termination given within this Part 6 shall apply.
- c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

7. **Miscellaneous Provisions**

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.

- c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- d. This Agreement represents the entire understanding of the TOWN and **Contractor** as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to this Agreement. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

In order to induce the TOWN to enter into this Agreement, **Contractor** makes the following representation:

- a. The **Contractor** has familiarized himself/herself with the nature and extent of the Agreement documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. The **Contractor** has given the Project Manager a written notice of all conflicts, errors, or discrepancies discovered in the Agreement documents and the written resolution thereof by the Project Manager is acceptable to the **Contractor**.
- c. The **Contractor** has examined and carefully studied the Agreement documents and other related data identified in the bidding documents.
- d. The Contractor is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

9. Insurance/Bonding

The **Contractor** shall procure and maintain, at **Contractor's** sole expense, until completion of the Agreement, coverages as specified in the Agreement General Provisions within this Bidder Packet.

Certificate(s) of Insurance naming the Town of Camp Verde as Additional Insured verifying the minimum coverage's specified in the Agreement General Provisions within this Bidder Packet shall be delivered to the Town just prior to issuance of the Notice to Proceed. A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for this Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

10. Indemnity

The **Contractor** 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, and employees (hereinafter referred to as "Indemnities") 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 **Contractor** or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such **Contractor** to conform to any federal, state or local law, statute, ordinance, rule,

regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the Indemnatee, be indemnified by **Contractor** from and against any and all claims. It is agreed that **Contractor** 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 **Contractor** 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 **Contractor** for the TOWN.

11. Agreement Documents

All items and documents contained in, included with, or attached to a bid for this work are a part of the Agreement Documents. In the event of conflicts between or among these documents, the documents shall be interpreted in the following order: The Agreement, the Agreement Special Provisions, the Agreement General Provisions, the Plan Set, Project Specifications and Special Notes, the Bid Schedule and Bid Totals, and last the Invitation for Bids; with each specific item or document serving as the most important for its own specific purposes.

AGREEMENT GENERAL PROVISIONS

Project Description

The Contractor shall provide the necessary labor, materials (not otherwise specified as supplied by the Town), equipment, fixtures, licenses, insurance, bonds, permits, and services required to complete the "Sports Complex Irrigation Improvements Project", which is the excavation of a new 3.3 million gallon reclaimed water retention pond, installation of a new retaining wall, and installation of underground infrastructure to connect the new retention pond with the existing irrigation system at the Camp Verde Sports Complex, Camp Verde, Arizona, in accordance with the Plans, Specifications, and Agreement documents.

The Contractor and its Subcontractor(s) will be required to:

- Have a current State of Arizona contractor's license for the work being performed under this Agreement
- Have or obtain a Town of Camp Verde Business License - this applies to all Contractors and Subcontractors
- Abide by all Agreements/Agreement Documents
- Provide adequate personnel, time, and equipment to assure completion of the work in a timely manner that coincides with the Project needs and agreed upon schedules.
- Hold the Town of Camp Verde harmless for his or her failure to comply with any parts of this agreement and all safety, health, insurance, and other requirements on the part of themselves, their employees, or subcontractors.

General

- a. The Contractor shall obtain all necessary permits, insurance, bonds and licenses, as required for the Project. The Town of Camp Verde will waive all Permit Fee's. All work to be performed under the Agreement shall be authorized by the Public Works Department.
- b. Contractor shall assign a competent and qualified superintendent who shall represent the Contractor on site at all times Work is being done, even at times the Work is being done solely by subcontractors. This Project superintendent shall be able to adequately communicate with the Town Project Manager and Public Works Staff.
- c. Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Agreement, in whole or in part, without the prior written approval from the Town of Camp Verde. No

such written approval shall relieve the Contractor of any obligations of this Agreement, and any transferee shall be considered an agent of the Contractor and bound to perform in accordance with these Agreement Documents.

- d. All work shall be conducted in a workmanlike, professional manner according to standard industry practices and as required by these Agreement documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques and procedures, and for coordinating all portions of the Work under this Agreement, unless the Agreement Documents, Plans, or specifications give specific instruction concerning these matters.
- e. The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors on the Project. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.
- f. The Contractor shall provide adequate personnel, time, and equipment to assure completion of the Work in a timely manner that coincides with the Project needs and agreed upon schedules.

Personnel

- a. The Contractor represents that he/she has, or will secure at his own expense, all qualified personnel required in performing the services or Work under these Agreement Documents.
- b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Town of Camp Verde. Any work or services subcontracted hereunder shall be only allowed under a written agreement between the Contractor and the Town of Camp Verde or by a qualified Subcontractor included on the Subcontractor List within this Agreement. Any Subcontractor performing Work on this Project shall be subject to each and every provision of this Agreement.
- d. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, marital status, age, or disability under section 504 of the ADA.
- e. The Contractor agrees where possible through a "good faith effort" to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this Project and, where a contract is awarded, to ensure that minority/women/disadvantaged-owned business enterprises have the opportunity to participate in the performance of work under this Agreement.
- f. The Contractor is solely responsible for any criminal or unlawful acts by his personnel or Subcontractors and their personnel while on the Project or Project grounds.

Work Site Safety

- a. Contractor shall take all necessary precautions for the safety of all personnel on the job site and shall comply with the Agreement Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of persons lawfully on the site of the Work, including both workers and the public against any hazards created by the construction. The contractor shall furnish adequate facilities, as required, for the Town of Camp Verde's representative, agents and invitees to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. As required, access to the site and surrounding area for fire and emergency equipment will be maintained at all times. The Contractor is responsible for assuring that all safety requirements per the Occupational Safety and Health Administration (OSHA) are met throughout the duration of the Project.

- b. Contractor is responsible to maintain continuous and adequate protection of the Work and adjoining TOWN property during the course of construction and to mitigate any adverse impacts or anticipated adverse impacts to the Project and adjacent property brought about by activities, equipment, labor, utilities and materials on the site including those caused by authorized changes, which may affect cost, schedule or quality. In the event the Contractor damages any property, the Contractor shall at once notify the Town of Camp Verde, provide all pertinent facts relating to such property damage and make arrangements for a remedy acceptable to the Town of Camp Verde or adequate restitution.
- c. In an emergency affecting the safety of life, the Work, property, or of any adjoining property, the Contractor, without special instruction or authorization from the Town of Camp Verde's Representative or Agent, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Town of Camp Verde's Agent or Representative.
- d. Contractor shall confine equipment, storage of materials and operation of Work to the limits directed by Town of Camp Verde's Representative or Agent and shall follow the Town of Camp Verde's instruction regarding use of the Project premises.
- e. Contractor shall be responsible for the security of equipment and materials on the jobsite and shall do their utmost to prevent damage to all during construction. The Contractor shall be responsible for the adequate replacement or repair of any damages items, equipment, and materials on the jobsite for the duration of the Project.
- f. All demolition/removal included in this agreement shall be in accordance with all laws, rules and regulations in regards to safety, insurance, and local ordinances. Items removed shall be disposed of or salvaged in the manner denoted on the construction plans.
- g. Automotive vehicles and other mechanized equipment are to be locked and/or disabled when parked and unattended to prevent unauthorized use. The Town of Camp Verde shall not accept any liability or responsibility in any damage which may be sustained by any vehicle, machinery, or equipment; or injury to any employee, agent, representative or guest of the Contractor, regardless of cause.

Subcontractors

- a. All subcontractors shall be subject to the approval of the Town of Camp Verde. The Contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and of those persons either directly or indirectly employed by those subcontractors, to the same extent as the Contractor's own personnel. The fact that the subcontractor is approved by the Town of Camp Verde shall not affect the Contractor's responsibility in this regard.
- b. The Contractor shall bind every subcontractor to all terms and conditions contained in these Agreement Documents applicable to the Work. The subcontractor assumes all the obligations and responsibilities that the Contractor assumes toward the performance of the subcontractor's portion of the Work.
- c. Nothing contained in these Agreement Documents shall be construed to create any contract between the Town of Camp Verde and the subcontractor.
- d. Subcontractors shall obtain current Town of Camp Verde Business License.

Site Protection/Restoration

- a. The Contractor shall be responsible for verifying and maintaining existing site conditions. Site cleanliness and the Stormwater Pollution Prevention Plan (SWPPP) and its Best Management Practices and Reporting is to be maintained at a level satisfactory to the Town of Camp Verde and in compliance with the Plans and Specifications on a daily basis. Any costs for site clean-up or SWPPP maintenance and repair incurred by the Town of Camp Verde due to the Contractor not performing these tasks on a daily basis, shall be charged to the Contractor.

- b. The Contractor shall protect from damage all existing improvements, utilities, vegetation, etc., and shall repair damage resulting from failure to comply with requirements of this Agreement or the failure to exercise reasonable care in the performance of the Work, at no cost to the Owner.
- c. Littering of the site shall not be permitted. All waste materials shall be promptly disposed of in a proper manner and removed from the site by the Contractor. At the end of each day, the Contractor shall clean areas where Work is taking place so that no accumulation of any debris occurs. Any hazardous waste caused by or resulting from the Work shall be disposed of in compliance with all applicable laws and regulations.
- d. Upon completion of the Project the Contractor is to remove any Contractor's tools, construction equipment, machinery, etc. and leave the site free of debris, dirt and aggregate piles, waste materials and litter.
- e. Contractor shall obtain the Town of Camp Verde's written consent prior to bringing onto the Work site any environmental pollutants or hazardous substances, or hazardous materials. The Contractor, at all times, shall:
 - I. Properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state and local laws and regulations; and
 - II. Be responsible for any/all spills, releases, discharges, or leaks of or from environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
 - III. Promptly clean up, without cost to the Town of Camp Verde, such spills, releases, discharges, or leaks to the Town of Camp Verde's satisfaction and in compliance with all federal, state and local laws and regulations;
- f. As part of the Final Completion notice, the Contractor shall notify the TOWN that all environmental pollution caused by the Contractor, or those under his supervision, has been disposed of in accordance with all applicable rules, regulations, laws and statutes of all agencies having jurisdiction over such environmental pollution.
- g. The Contractor shall immediately notify the Town of Camp Verde of any hazardous substance(s) which the Contractor causes, discovers or encounters during performance of the Work required by this Agreement. The Contractor shall immediately cease working in the area of the Project where a hazardous substance(s) has been caused or discovered. The Contractor shall then notify the Town of Camp Verde of the hazardous substance(s). Upon being notified by the Contractor of the presence of hazardous substance(s) on the Project site, the Town of Camp Verde shall arrange for proper removal, remediation and/or disposal of such hazardous substance(s). Items caused by the Contractor shall be the financial responsibility of the Contractor once remediated by the Town of Camp Verde.

Administration of the Agreement

- a. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff shall have access to the Work at all times.
- b. A. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will act on behalf of the Town of Camp Verde to provide administration of this Agreement during construction and through the two-year Warranty period of the Work. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff may rely on his Designee(s) to perform these tasks.
- c. The Contractor shall keep one copy of the complete Agreement Documents on site throughout the Project, including the Plans, Specifications, Change Orders and Addenda, in good order and marked

“current” recording all field changes and selections made during construction, and provide access to these documents to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee(s).

- d. The Town of Camp Verde Public Works Department, Town Project Manager, and/or his designee(s) will visit the site at intervals appropriate to the stage of completion of the Work to be informed of the progress and quality of the Work completed and to determine if the Work performed is in accordance with these Agreement Documents. The Town of Camp Verde will neither have control over or charge of, nor be responsible for the construction means, method, techniques, sequence or procedures in connection with performance of the Work except where applicable.
- e. Communications from the Contractor seeking information about the plans, specifications, submittals required by this Agreement, materials testing, measurement of Work for payment, schedule and schedule changes, progress of the Work, correction of defective Work, punch lists or similar technical matters shall be directed to the Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff or his designee as directed. These type of communications by or with subcontractors and material suppliers shall be through the Contractor.
- f. The Town of Camp Verde Project Manager and the Town of Camp Verde Public Works Staff will review and certify the amounts due the Contractor and certify the Contractor’s Request for Payment on a monthly basis.
- g. The intent of these Agreement Documents is to provide for the construction and completion of this Project in every detail of the Work described. Defective Work shall be corrected at the Contractor’s expense. Work done and materials furnished shall be subject to inspection and/or observation and testing by the Public Works Department, Town Project Manager or his designee(s) to determine if they conform to these Agreement Documents. Contractor shall remove, replace or repair all Work that has been deemed non-conforming by the Public Works Department and/or any Work damaged during the performance of any remediation. Inspection of the Work by the Public Works Department or his designee(s) does not relieve the Contractor of responsibility for the Work being in conformance with these Agreement Documents or further inspection.
- h. The Public Works Department or his designee(s) shall have the right under this Agreement to stop Work or order the suspension of any activity where in their judgment, the Contractor or persons for whom the Contractor is responsible are in violation of the terms of this Agreement or conduct themselves in a manner that is deemed by the Public Works Department or his designee(s) to be hazardous to any persons, the Project, or any property.
- i. The Contractor shall perform no portion of the Work for which these Agreement Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective required submittal has been approved by the Public Works Department.

Payment

- a. A monthly estimate of work completed and total monthly cost of materials delivered to the work site shall be made by the Contractor to the Town of Camp Verde for pay request at the end of each Project month.
- b. Payment will be made to the Contractor only once the Public Works Department reviews the monthly pay request made by that Contractor and deems the work progress and delivered materials are as presented in the pay request and that required/necessary items are certified.

- c. The Public Works Department will issue a written finding setting forth any items not approved for payment within a specific pay request with reason(s) for the non-approval.
- d. The Town of Camp Verde shall retain 10% of the amount of each payment request as a guarantee for complete performance of this Agreement. When the Agreement is 50% complete in pay request amounts, the Contractor may request the Public Works Department to approve a one-time payment of one-half (50%) of the amount previously retained. Thereafter, only 5% shall be retained from any future payment requests providing the Contractor is making satisfactory progress. These remaining retention funds shall be paid to the Contractor within sixty days after the filing of the notice of completion of the Agreement.
- e. If the Contractor is required to submit certifications of payroll, use of American Iron & Steel, etc. for periodic payment requests, these certifications shall accompany that specific pay request or the payment for that request will not be approved by the Public Works Department and the payment will be withheld until such time that these required certifications are received. Once these required certifications are received, the payments will await the next Town of Camp Verde accounts payable cycle and will be paid at that time.

Compliance with Federal and State Laws

The Contractor shall comply with the following applicable requirements of federal and state civil rights statutes or rules and regulations when performing the Work within this Agreement:

- a. The Civil Rights Act of 1964, Title VI and 1968, Title VIII
- b. The Americans with Disabilities Act of 1990
- c. The Immigration and Reform and Control Act of 1986
- d. The Drug-Free Workplace Act of 1989
- e. A.R.S. § 34-301, as amended, "Employment of Aliens on Public Works Prohibited"
- f. A.R.S. § 34-302, as amended, "Residence Requirement for Employees".
- g. A.R.S. §41-4401
- h. A.R.S. §23214(A)
- i. All Federal Immigration laws and regulations that relate to their employees

A breach of these Agreement provisions concerning violation of federal labor standards and/or any non-compliance by the Contractor shall constitute a material breach of this Agreement and can be grounds for termination of this Agreement and can result in sanctions, penalties and liquidated damages, and/or debarment of the Contractor. The Town of Camp Verde retains the legal right to inspect the documentation of any of the Contractor's or any Subcontractor's employees who works on this Project to ensure that the Contractor or any Subcontractor is complying with the terms of this Agreement. The Contractor agrees to assist the Town of Camp Verde in regard to any such documentation requests and inspections.

Reports and Information

The Contractor, at such times as the Town of Camp Verde may require, shall furnish the TOWN such periodic reports or other items as it may request or require pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred being the Contractor's responsibility in connection therewith, and any other matter covered by this Agreement. These reports or items may consist of Certified Payroll Reports, manufacturer certifications, shop drawings, as-built plans, monthly payment requests, etc., as required by these provisions and this Agreement.

Records Maintenance and Retention

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Work under this Agreement and such other records as may be deemed necessary by the Town of Camp Verde to assure proper accounting for all of the Project funds. These records will be retained for two years (the term of the required warranty) after the expiration of this Agreement unless permission to destroy them is granted by the Town of Camp Verde.

Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Town of Camp Verde.

Copyright

No reports, plans, shop drawings, as-built drawings, wiring schematics, operations and maintenance information and manuals, or other documents produced in whole or in part under this Agreement having to do with any portion of the Work shall be the subject of an application for copyright by or on behalf of the Contractor. The Town of Camp Verde shall be the sole owner of all of these documents and shall be provided with them prior to the Final Project Approval.

Interest of Members of the Town of Camp Verde Governing Body and Employees

No member of the governing body of the Town of Camp Verde and no other officer, employee, or agent of the Town of Camp Verde who exercises any functions or responsibilities in connection with the operation of the Town of Camp Verde in whole or part, shall have any personal financial interest, direct, or indirect, in this Agreement. The Contractor shall take appropriate steps to assure that this conflict of interests does not occur.

Agreement Period / Liquidated Damages

- a. The Contractor shall provide a detailed Project Work Schedule for review and acceptance by the Public Works Department before the pre-construction meeting. Once the Project Work Schedule has been reviewed, changed if necessary, and agreed upon by both the Contractor and the Public Works Department, the pre-construction meeting shall then be scheduled. The Project Work Schedule must illustrate Work by significant Project components, subcontractors, and any long lead items or time-consuming portions of the Work. The primary purposes of the Project Work Schedule are to: demonstrate that the Contractor has a reasonably achievable plan to complete the Work; permit the Town of Camp Verde to schedule other items around and after the Work completion; and to permit the Town of Camp Verde to schedule testing, inspections, observations and reviews.
- b. The Contractor shall update the Project Work Schedule to reflect any delays or changes and review these changes in regular meetings with the Public Works Department and Public Works Staff.
- c. The Town of Camp Verde or Public Works Department may grant requests for extensions of time within this Agreement if delays of the Work are unavoidable such as: inclement weather for extended periods of time affecting the completion of work, unforeseen problems with ordering of equipment or Project supplies, unforeseen tragedies which may occur due to accidents, etc., delays caused by the Town of Camp Verde, etc. The Town of Camp Verde also reserves the right to deny requests for extensions of time within this Agreement for items that may have been prevented by adequate exercise of care, planning, prudence, foresight and diligence in performance of the Work by the Contractor or Subcontractors.

- d. Contractor shall at all times carry on the Work diligently, without delay and remain punctual to the agreed upon Project Work Schedule to fulfill all the requirements in this Agreement. The Contractor shall commence Work on the site as instructed on the Notice to Proceed, unless directed otherwise by the Public Works Department. The construction period shall be per the agreed upon Project Work Schedule. The Town of Camp Verde will suffer financial loss if the Work is not completed within the time agreed upon. Accordingly, the Town of Camp Verde and the Contractor agree that as liquidated damages for delay, the Contractor and the Contractor's Surety, shall be liable for and shall pay the Town of Camp Verde liquidated damages in the amount of \$1,000 for each calendar day that expires after the time specified for final/substantial completion within the agreed upon Project Work Schedule until the work is substantially complete and ready for payment.

Changes in the Work

- a. Changes in Plans, quantities, or details of the Work are inherent in the nature of construction. Within the general scope of this Agreement, the Town of Camp Verde may require changes during construction including but not limited to:
 - I. Modification of Specifications and design
 - II. Increase or decrease in quantities
 - III. Increase or decrease in the amount of Work
 - IV. Addition or elimination of any Work item in total or part
 - V. Acceleration or delay in performance of Work
- b. Any necessary adjustment of the Agreement time, plans, quantities, or details of construction as a result of a Change Order must be agreed upon by the parties prior to the start of the Change Order Work.
- c. If any Change Order causes an increase or decrease in the Contractor's cost or time to complete the Work, the Contractor must submit a written request setting forth the changes, and shall include all time and cost impacts. The Contractor shall provide this information within 15 days after their receipt of the Change Order as ordered by the Town or their request for a Change Order to the Town. The request shall include claims of subcontractors, suppliers or manufacturers with full support for the additional time and/or costs.
- d. Change Orders shall be compensated or deductions made on the basis of the actual, reasonable and allowable costs for overhead, profit, and all direct costs of labor, equipment, and material furnished on the Work and as agreed upon in the Change Order Request(s).

Warranty of Work

Neither the final certificate of payment nor any provision of the Agreement Documents shall relieve the Contractor from responsibility for Defective Work, and the Contractor shall warrant against and correct all Defects that appear in the Work within a period of **two years** from the date of the written notice of completion by the Town of Camp Verde.

Within this Warranty period, the Town of Camp Verde shall provide the Contractor notice of any defects with reasonable once noticed. The Contractor shall perform warranty work correcting the defects within a reasonable agreed upon time after the Town of Camp Verde's notice, in no case shall this period of time exceed the amount of time agreed upon.

This provision does not negate guarantees or warranties for periods longer than two years including without limitation such guarantees or warranties required for specific installations, materials, processes, equipment or fixtures.

Licenses, Bonds, and Insurance

The Contractor shall include their Arizona Registrar of Contractors License Number as requested on the attached forms within this bidder packet. Prior to the issuance of the Notice to Proceed, the Contractor shall supply the Town of Camp Verde with all Arizona registrar of Contractors License Numbers for all Subcontractors working on this Project. The Contractor and all Subcontractors must have or obtain a current Town of Camp Verde Business License prior to commencement of this Project.

Bonds

A Performance and Payment Bond with a Corporate Surety, each in the amount of 100% of the Agreement price shall be required for the Project. Performance and Payment Bonds must be executed and approved and submitted to the Town of Camp Verde at the Pre-Construction and Scheduling Meeting in exchange for the formal Notice to Proceed. The Notice to Proceed will not be issued without the submission of these bonds.

Insurance

The Contractor is responsible for obtaining Certificates of Insurance and corresponding endorsement(s) establishing that the Contractor and all subcontractors have complied with insurance requirements as stated below. Copies of General Contractor's Certificate(s) of Insurance and corresponding endorsement(s) shall be forwarded to the Risk Manager via the Public Works Department. Insurance Carrier(s) shall be lawfully authorized to do business in the State of Arizona and possess an "A-" or better A.M. Best rating. The Contractor shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, Attn: Risk Manager, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322.

General Liability: Insurance provided hereunder shall protect the CONTRACTOR, subcontractor, subordinate contractor and the TOWN from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this Agreement.

The CONTRACTOR shall have general liability coverage on a *per Project basis, per-occurrence, and in comprehensive form*.

At a minimum, the CONTRACTOR shall provide general liability and excess General Liability coverage in the following amounts:

\$1,000,000 per occurrence/\$2,000,000 Aggregate with a corresponding endorsement naming the Town of Camp Verde as the additional insured.

Automobile: Shall be in the amount of \$1,000,000 with a corresponding endorsement naming the Town of Camp Verde as the additional insured

Workers' Compensation Insurance (Statutory): CONTRACTOR, subcontractor and any/all subordinate subcontractors, shall furnish to the Town with satisfactory proof that he or she has, for the period covered under the Agreement, full Workers' Compensation coverage for all persons whom the contractor may employ directly, or through subcontractors, in carrying out the work contemplated under the Agreement, and shall hold the Town free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors. Coverage Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000.

Builder's Risk Provided by Contractor

Unless otherwise provided, within the General Liability coverage the Contractor shall procure and maintain Builder's Risk Insurance including a Right to Occupy Endorsement in the amount of 100% of the completed Contract Value (replacement cost basis) of the work being performed, as well as, subsequent modifications for the entire Project at the site and coverage for a repeat for all phases of construction should the building be destroyed during construction; with an endorsement naming the Town of Camp Verde as the additional insured. If material suppliers are not insureds under the builders' risk policy, contingent business interruption coverage should be obtained which will cover any loss to a key supplier's facility.

On a **replacement cost basis, any voluntary deductibles shall not exceed \$5,000,** such Builder's Risk Insurance shall be maintained, unless otherwise provided in the Agreement Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Town has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk Insurance shall include interests of the Town, the General Contractor, subcontractors and sub-tier contractors in the Project.

Builder's Risk Coverage shall be on a **Special Covered Cause of Loss Form** and shall include theft, vandalism, malicious mischief, collapse, foundations, construction forms, false-work, debris removal including demolition, increased cost of construction, interruption coverage for soft costs (contractors and owners), not specifically involved in repairing the damaged property (e.g. traditional business expenses and expediting expense, advertising and promotional expenses, commissions or fees for the renegotiation of leases, architect's fees for recreating building design, expenses for additional insurance premiums for the necessary property and liability coverage to be in force for the additional time it will take to finish the Project, interest on construction loans, taxes, and rental of construction equipment, storage, increases in labor wages, and building materials), flood and earthquake, all below (water and sewer mains/underground pipes, excavations) and above ground structures (site preparation, temporary structures, scaffolding).

Additionally, insured property shall include portions of the work located away from the site, but intended for use at the site (e.g. contractors' tools and equipment, or materials which will not ultimately become part of the structure) and shall also cover portions of the work in transit.

If the Town is damaged by failure of Contractor to maintain insurance as required in this section, then the Contractor shall bear all reasonable costs properly attributable to that failure. The policy shall, specifically, permit partial or beneficial occupancy, at or prior to, substantial completion or final acceptance of the entire work. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use and the Town's Building Official has issued a Certificate of Occupancy (COO). Town and Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse or reduction of insurance.

At any time during the Agreement, the Contractor fails to maintain Builder's Risk Insurance required by the Agreement and with all of the coverages in the amount described above, the Contractor shall so inform the Town as stated in writing prior to commencement of the work.

If the Town is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying Town, then the Contractor shall bear all reasonable costs properly attributable thereto.

Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered.

All deductibles will be assumed by the Contractor. Losses in excess of the deductible insured under the Builder's Risk shall be adjusted in conjunction with the Town.

Any insurance payments/proceeds shall be made payable to the Town subject to requirements of any applicable mortgage clause.

The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-tier contractors in similar manner.

With the execution of this Agreement, **prior to the Notice to Proceed** being issued, Contractor shall furnish to the TOWN any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated.

Contractor shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term 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 Contractor to obtain Certificates or other insurance evidence from other Sub-CONTRACTORS shall not be deemed a waiver by the Town of Camp Verde.

The Contractor'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.

Assign ability

The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town of Camp Verde thereto: Provided, however, that claims for money by the CONTRACTOR from the Town of Camp Verde under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town of Camp Verde.

DEFINITION OF TERMS:

In the Agreement Documents, the following terms shall be as defined below:

ADDENDUM (ADDENDA) means a change, clarification or addition to the Solicitation documents issued by the TOWN to prospective bidders or proposers prior to the time set for the submission of Offers. An Addendum may also reset the time for the submission of offers.

AGREEMENT, also referred to as Contract, shall mean collectively all of the Agreement Documents included in the Table of Contents within the Bidder Packet or included as formal attachments throughout the bidding process.

AGREEMENT/CONTRACT TIME means the number of Calendar Days, Work Days or Business Days allowed by the Agreement for the performance of the Work and as defined in this specific Agreement. When not otherwise described Contract Time is the number of Calendar Days to elapse between the commencement date given on the formal Notice to Proceed and the date set for Final Completion of the Contract.

AGREEMENT DOCUMENTS means the Solicitation Document and addenda thereto, the Town of Camp Verde Agreement, General Conditions, General Provisions, Special Provisions, the accepted Offer or Proposal, Plans, Specifications, amendments, Notice of Award, Notice to Proceed, all other attachments, and any approved Change Orders.

AGREEMENT PRICE means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

ALTERNATES are distinct packages of Work that form a discrete subpart of the solicitation that are in addition to or in lieu of Work described in the base bid or proposal and which the Owner may, at the Owner's sole discretion, elect to have performed at the price bid or proposed. Alternates may or may not be used to determine the successful bid or proposal. Alternates to be performed may be selected prior to Contract award, at the time of award or after award.

ARCHITECT/ENGINEER, also known as Consultant, means the licensed Design Professional appointed by the TOWN to act in that capacity (Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer).

BUSINESS DAY(S) means every day except Saturday, Sunday, and legal holidays recognized by the TOWN. Unless otherwise specified, a Business day commences at 7:00 am local time and concludes at 5:00 pm local time.

CALENDAR DAY means a period of twenty-four hours commencing immediately after 12:00 am local time and extending until 12:00 pm of the same day. No days are excluded. No adjustment is allowed for the length of the day.

CHANGE ORDER means a written order prepared by the Contractor and submitted to the TOWN for approval requiring a change in the Work within the general scope of the Agreement Documents. The Change Order will quantify any additional costs and /or Agreement time adjustments related to the Change Order. The Change Order shall be signed by the Public Works Department or Authorized Representative, and Contractor.

CONSTRUCTION means the act of performing the Work on the Site of Work.

CONTRACTOR means any legally recognized entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract to perform services or do a job. Contractor also means the Person awarded the Contract for the Work contemplated.

DEFECT OR DEFECTIVE means not meeting the prescribed professional standard for appearance, quality, function, or performance.

DELAY means an occurrence or an obstacle to performance of the Work that impedes the accomplishment of Work according to the approved schedule at the time that it arises.

DESIGN DOCUMENTS means the documents included in the Agreement that describe or illustrate the technical requirements for the Work to be done.

DESIGN PROFESSIONAL Includes, but is not limited to Architects, Engineers, Landscape Architects, Professional Land Surveyors and Geotechnical professionals and licensed consultants or their designees providing service to any of them. The Owner's Design Professional is the person or entity who signs or seals the Design Documents that have been readied for construction or the Construction Plans. The Town's Engineer or his designee may also serve as a Project Design Professional.

DIRECT COSTS means, unless otherwise provided in the Agreement Documents, the cost of:

- Materials, including sales tax
- Cost of Delivery
- Cost of Labor, including social security, unemployment insurance, and workers compensation insurance
- General Overhead
- Project Specific Liability Insurance
- Bond Premiums
- Rental Cost of Equipment and machinery required for execution of the work
- Additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION means the final completion of all Work requirements under this Agreement to the satisfaction of the Public Works Department in a manner that would allow closure of this Contract/Agreement including the release of the final payment and all retainage.

LIQUIDATED DAMAGES means an amount, stipulated in the Contract, which the parties believe to be a reasonable estimation of the damages which will occur in the event of a breach of this Contract/Agreement, such as an overrun on the allocated time for completion of the Work, inadequate performance or completion of the Work, the use of inadequate or wrong materials, or other Work performance deficiencies that prove unsatisfactory to the Public Works Department.

NON-CONFORMANCE REPORT(S) means a report or reports issued by the Town of Camp Verde that determines, through the Town of Camp Verde's observation, measurement, or testing, that the Work, all or in part, do not conform to the requirements of this Agreement and may result in the suspension of the Work together and/or additional costs to the Contractor related to remediation or removal of all or part of the Work.

NON-CONFORMING WORK means Work, or portions of the Work that do not conform to the requirements of this Agreement. Non-Conforming Work may result in the suspension of work, remediation or removal of the Non-Conforming Work, or adjustment of this Agreement and compensation to the Contractor, with or without impact on Agreement/Contract Time.

NOTICE means a formal written document required by law or by contract to advise the recipient of an occurrence or condition, to claim a right provided by law or by contract, to waive a right provided by law or by contract, to start the running of a period of time or to stop the running of a period of time. Notice must be in the form required by law or by contract and must be delivered to the person or the address specified within the time allowed. The responsibility for the delivery of Notice rests with the party giving notice. The Notice described in this paragraph shall be delivered, in writing, either in person, email, or US mail, at the address provided for the party receiving Notice in the Agreement, during Business Hours on a Business Day. Unless otherwise specified, a Notice that is correctly addressed and placed in the US Mail with correct postage shall be deemed to have been "given" when placed in the custody of the US Postal Service as shown by a postmark applied by the Postal Service.

NOTICE TO PROCEED means the official written notice from the Town of Camp Verde stating that the Contractor is to proceed with the Work defined in this Agreement. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including this Agreement, performance bond and payment bonds, and certificates of insurance, have been fully executed and submitted to Town of Camp Verde in a suitable form.

OWNER means the Town of Camp Verde for this Agreement.

OWNER'S AGENT means the individual designated by the Town of Camp Verde (Owner) to provide Project management services (usually the Public Works Department and/or his designee).

OWNER'S AUTHORIZED REPRESENTATIVE(S) means individual(s) that are identified in writing by the Town of Camp Verde (Owner) to act on behalf of the Owner to provide some form of Project management services for this Project. Owner may elect, by written notice to the Contractor, to delegate certain Project management duties to more than one party, including without limitation, professional services providers such as Architects or Engineers.

PLAN SET means the drawings, shop drawings, plan additions, etc. and all notes which show the locations, types, dimensions, and details of the Work to be done under this Agreement, including any and all Addenda.

PUNCH LIST means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of this Agreement/Contract.

RECORD DOCUMENT(S) means a document intended to be held for a duration longer than the Agreement Period, which pertains to Work done or to things purchased or installed, including these Agreement Documents, the As-Built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier/manufacturer warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, and certificate(s) of occupancy.

SITE OF WORK means the physical location(s) where the Work takes place as defined by this Agreement. It includes designated real property owned or controlled by the Town of Camp Verde where construction takes place including storage sites, waste areas, fabrication areas and component assembly sites as designated by the Town of Camp Verde.

SOLICITATION DOCUMENT means an Invitation to Bid or Invitation for Bids.

SPECIFICATION(S) means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR(S) means a Person/Contractor having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTITUTIONS means items proposed and accepted by the Town of Camp Verde as alternatives to those called for by the Agreement Documents that in function, performance,

reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Town of Camp Verde or their Authorized Representative.

WORK means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual Work item or all Work items in this Agreement and the carrying out of duties and obligations imposed by the Agreement Documents.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

For the Town of Camp Verde

Approved as to Form:

Trish Stuhan, Town Attorney

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk

For the Contractor:

Contractor's Representative: Signature

Contractor's Representative: Name/Title

**Meeting Date:** March 18, 2026**Agenda Item Type:**

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

Requesting Department: Public Works**Staff Resource:** Martin Smith, CIP Project Manager & Ken Krebbs, Public Works Director

Agenda Title: Discussion, consideration and possible approval authorizing the Mayor to sign Letters of Support for the Town of Camp Verde's submission of six projects for the Northern Arizona Council of Governments 2027 Regional Priority Projects List Call for Projects.

Attached Documents:

- NACOG Call for Projects
- CIP Sheets for the 6 Projects

Estimated Presentation Time: 5 min.**Estimated Discussion Time:** 15 min.**Reviewed By:**

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

Financial Review (if applicable):

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

Background Information:

The Northern Arizona Council of Governments (NACOG) has released its Call for Projects for the 2027 Regional Priority Projects List. The Regional Priority Projects List serves as a coordinated regional advocacy tool used by NACOG and its member communities to communicate transportation infrastructure needs to the Arizona State Legislature.

Historically, transportation infrastructure across Northern Arizona has experienced long term funding shortfalls. Local jurisdictions are responsible for maintaining extensive roadway networks but often lack sufficient funding sources to adequately maintain, rehabilitate, or expand those systems. The Regional Priority Projects List allows communities within the NACOG region to collectively demonstrate the scale of transportation needs and to advocate for state level funding to address those needs.

Projects submitted through this process are compiled into a regional list of priority roadway infrastructure projects. NACOG staff use the list to educate state legislators about the transportation needs in their districts and to advocate for one-time funding through the state budget process. The list is also provided to potential funding partners and state agencies as a ranked set of regional transportation priorities.



Town Council Agenda Information Memorandum

The Regional Priority Projects List has also been used to develop the Rural Transportation Advocacy Council funding proposal that is introduced to the Arizona State Legislature as a statewide rural transportation funding bill. Through this process, legislators may champion individual projects within their districts and advocate for their inclusion in the state budget.

The Town of Camp Verde intends to submit several transportation infrastructure projects for consideration in the 2027 Regional Priority Projects List. These projects address a range of needs including roadway reconstruction, multimodal transportation improvements, safety improvements, drainage infrastructure, and structural roadway repairs.

Overview of the Regional Priority Projects List Process

For the 2027 cycle, NACOG will utilize a two-phase application process.

During the first phase, jurisdictions submit a short pre application describing the proposed project and providing supporting documentation such as cost estimates, project maps, and a letter of support from the governing body. NACOG staff will review and score the pre-applications based on project readiness, applicant preparedness to advocate for the project, and the quality of the project cost estimate.

Projects receiving the highest scores will advance to the second phase of the process. During the second phase jurisdictions will submit a detailed application describing the project, its benefits, and its alignment with local and regional transportation goals.

Projects are then evaluated using several criteria including local funding leverage, demand and project need, economic and social benefits, safety improvements, multimodal transportation benefits, and overall project readiness.

Following the evaluation process, projects are placed into one of three tiers.

- Tier one represents the highest ranked projects in the NACOG region and typically includes two to three projects from each legislative district. These projects are considered the most competitive and receive the highest level of advocacy from NACOG staff and regional partners.
- Tier two includes additional projects that fall within the total funding amount proposed in the Rural Transportation Advocacy Council legislation. Projects in this tier are also considered priority projects and may receive legislative consideration for funding.
- Tier three includes all remaining projects submitted through the process. While these projects may not be included in the primary funding proposal, they remain part of the Regional Priority Projects List and help demonstrate the broader transportation infrastructure needs across the region.

For the 2027 funding cycle, the Rural Transportation Advocacy Council proposal is anticipated to include approximately eighty-one million dollars in roadway projects across the NACOG region.



Town Council

Agenda Information Memorandum

Benefits to the Town of Camp Verde

Participation in the Regional Priority Projects List process provides several benefits to the Town of Camp Verde.

First, the process allows the Town to formally communicate its most significant transportation infrastructure needs to state legislators and regional partners. By placing projects on the Regional Priority Projects List, the Town increases the visibility of these needs and improves the likelihood that they may be considered for future state funding opportunities.

Second, the Regional Priority Projects List provides an organized and coordinated regional advocacy effort. NACOG staff work directly with state legislators to explain the importance of the listed projects and to encourage legislative support. This advocacy often includes meetings with legislators, project briefings, and site visits.

Third, inclusion on the Regional Priority Projects List can strengthen future grant applications. Many state and federal funding programs look favorably upon projects that have already been identified as regional priorities.

Finally, the process allows the Town to highlight the significant transportation infrastructure investments required to maintain and improve its roadway system. Even projects that do not receive immediate funding remain part of the regional inventory of infrastructure needs and may become competitive for future funding opportunities.

In 2024, the Town of Camp Verde submitted the Montezuma Castle Highway Multimodal Improvements Project and the Main Street Improvements Project for the region's priority project list. Both projects scored well; however, the Montezuma Castle Highway project performed better, coming in second behind Sedona's SR89a/Forest-Ranger Roundabout Project.

Proposed Projects for Submission

The Town is proposing to submit up to six transportation infrastructure projects for consideration in the 2027 Regional Priority Projects List.

Montezuma Castle Highway Multimodal Improvements Project

The Montezuma Castle Highway Multimodal Improvements Project proposes corridor improvements along Montezuma Castle Highway between Black Bridge and Apache Trail, with additional pavement improvements extending toward the Cliff Castle Casino area.

The project will install curb and gutter, sidewalks, and bicycle lanes while rehabilitating aging asphalt pavement along the corridor. These improvements will create a safer transportation corridor for pedestrians and bicyclists traveling between residential areas, the Camp Verde Unified School District campus, local businesses, and downtown Camp Verde.



Town Council Agenda Information Memorandum

Currently this section of roadway lacks continuous pedestrian and bicycle infrastructure, and the pavement requires increasing levels of maintenance. The proposed improvements will provide dedicated space for pedestrians and cyclists while improving the overall roadway conditions.

Design for this project is approximately ninety percent complete, and the Town anticipates completing final design in the near future. Once design is finalized, the project will be ready to proceed to construction.

Finnie Flat Road and Montezuma Castle Highway Improvements Project

The Finnie Flat Road and Montezuma Castle Highway Improvements Project proposes significant roadway and intersection improvements along Finnie Flat Road and Montezuma Castle Highway between Arizona State Route 260 and Black Bridge.

A key component of this project is the reconstruction of the existing tri-intersection formed by Finnie Flat Road, Montezuma Castle Highway, and Main Street. The current intersection configuration creates confusing traffic movements and operational inefficiencies. The project will realign the intersection to create a standard four-way intersection aligned with Arnold Street and controlled by a new traffic signal.

Additional improvements will include installation of curb and gutter, sidewalks, bicycle lanes, crosswalks, signage, and drainage improvements along the corridor. These improvements will enhance traffic safety, improve pedestrian and bicycle mobility, and modernize the roadway corridor.

Design for the project is approximately ninety five percent complete, and the Town previously secured funding through the Arizona SMART program to complete the design. Once funding is secured, the project will be ready to move directly into construction.

Main Street Reconstruction Project

The Main Street Reconstruction Project proposes a full reconstruction of Main Street between Arizona State Route 260 and the intersection with Finnie Flat Road and Montezuma Castle Highway.

This project will replace aging underground infrastructure including water main, sewer main, storm drain, and reclaimed water main located beneath the roadway. After the underground infrastructure is replaced, the project will reconstruct the roadway and install new curb and gutter, sidewalks, and pavement.

These improvements are necessary to address aging utilities and to ensure that the corridor meets current infrastructure and accessibility standards. Replacing the underground utilities at the same time as the roadway reconstruction will minimize future disruptions and provide long-term reliability for this important corridor.

Design for the project has been completed, and the project is ready to proceed to construction once funding becomes available.



Town Council

Agenda Information Memorandum

Verde Lakes Drive Low Water Crossing Project

The Verde Lakes Drive Low Water Crossing Project addresses recurring flooding along Verde Lakes Drive where the roadway crosses West Clear Creek.

During measurable rain events and seasonal snowmelt originating from higher elevations near Flagstaff, flows in West Clear Creek increase significantly and overtop Verde Lakes Drive. When this occurs, the roadway becomes impassable and sustains repeated damage from floodwaters.

This roadway serves as an important means of ingress and egress for residents of the Verde Lakes Estates subdivision and neighboring residential areas. Repeated flooding events have created ongoing maintenance issues and pose a risk of roadway closure during storm events.

The proposed project will raise the roadway elevation to allow installation of a properly sized drainage structure capable of conveying increased seasonal flows beneath the roadway. Because flood events frequently alter the flow path of West Clear Creek, the project will also include realignment of the creek channel and stabilization of the creek banks to ensure that the waterway remains aligned with the new drainage structures. Bank stabilization and channel armoring will help maintain a consistent flow path and protect the roadway from future erosion and flood damage.

These improvements will provide a more reliable crossing, reduce roadway damage from flooding, and help ensure consistent access for residents during storm events and seasonal runoff conditions.

Salt Mine Road Drainage and Shoulder Repair Project

The Salt Mine Road Drainage and Shoulder Repair Project proposes improvements to address recurring flooding and roadway edge deterioration along Salt Mine Road.

Salt Mine Road serves as the sole means of access for several residential areas. During heavy storm events one section of the roadway is prone to flooding, which can temporarily cut off access for residents and emergency services.

The project will evaluate and construct drainage improvements to prevent roadway overtopping during storm events. In addition, the project will restore deteriorating pavement edges along the roadway by installing thickened edge asphalt and improving the gravel shoulders. These improvements will stabilize the roadway, restore the full travel lane width, and improve overall roadway safety.

The Town is currently working with an engineering consultant to develop construction plans to address the flooding issues along this corridor.

Park Verde Road Irrigation Crossing Project

The Park Verde Road Irrigation Crossing Project addresses a structural roadway issue where Park Verde Road crosses an irrigation canal.

At this location erosion from the irrigation canal has caused the roadway to settle and become unstable. The existing structure beneath the roadway will need to be removed and replaced to prevent further roadway damage.



Town Council Agenda Information Memorandum

The proposed project will remove the existing structure, stabilize the roadway subgrade, and install a new culvert structure to convey irrigation water beneath the roadway. Following installation of the new structure the roadway will be reconstructed.

This section of Park Verde Road provides access to approximately sixteen residences and represents the only means of ingress and egress for those properties. Repairing the crossing will ensure continued safe access for residents and emergency services.

The Town has completed a topographic survey of the area and is currently working with an engineering consultant to prepare construction documents for the project.

Recommendation

Staff recommends that the Town Council authorize the submission of these six projects to the Northern Arizona Council of Governments for consideration in the 2027 Regional Priority Projects List.

Submitting these projects will allow the Town of Camp Verde to highlight its most significant transportation infrastructure needs and position these projects for potential state funding opportunities through the regional advocacy process.

Even if individual projects are not selected for immediate funding, inclusion on the Regional Priority Projects List helps communicate the scope of infrastructure needs in the community and supports ongoing efforts to secure transportation funding for rural communities across northern Arizona.

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

This project complies with the Community Infrastructure section described in the Strategic Plan.

Question(s) before the Council:

- Does Council have any questions for staff?
- Does Council support submitting these 6 projects as Camp Verde's priority projects?

Proposed Motion:

Move to **APPROVE** staff to submit this list of projects for the Northern Arizona Council of Government's 2027 Regional Priority Projects List Call for Projects as presented.

OR

Move to **APPROVE** staff submitting **the following list of projects** for the Northern Arizona Council of Government's 2027 Regional Priority Projects List Call for Projects....



Chris Fetzer
Executive Director

March 2, 2026

NACOG Member Agencies

Re: **NACOG Call for Projects – Regional Priority Projects List**

Dear NACOG-Region Local Public Agencies,

Northern Arizona Council of Governments (NACOG) is pleased to announce the release of its Call for Projects for the [2027 Regional Priority Projects List](#), or RPPL. The RPPL is a list of priority roadway infrastructure projects in the NACOG region, which demonstrates just a fraction of the overall maintenance and roadway expenses that local communities face. NACOG uses the RPPL as its primary tool for educating state legislators about the need for roadway infrastructure funding in Northern Arizona. The RPPL also provides potential funders with a ranked list of prioritized projects that are based on established technical criteria to support their decision-making when it comes to project selection for one-time funding.

Arizona’s roadway infrastructure has experienced decades of underinvestment, and the impacts of deteriorated pavement and unpaved roads are felt most at the local level. While increasing permanent state revenue sources for transportation, including the fuel tax or an alternative fuel vehicle fee, would ensure greater funding stability, these funding options are not being seriously considered in the state legislature. As we look to the next state fiscal year, leadership at the COG and MPO level across the state, as well as local elected officials, have repeated their call to address roadway infrastructure needs by preserving existing funding and pressing for special project funding in the state budget.

The Regional Priority Projects List is the best way to demonstrate the overwhelming pavement preservation, modernization, and expansion needs across northern Arizona. The RPPL will include both a list of the most essential roadway projects in the region and a gross amount of transportation funding needs based on the applications received. NACOG will continue its education efforts with state legislators by setting up virtual and in-person meetings with local elected officials and staff to go over projects in their district, answer questions, and invite them to tour the region with NACOG staff as we discuss regional transportation needs. These meetings ensure that legislators have a strong understanding of some of the most critical

roadway infrastructure priorities in their district and surrounding communities and reinforce the importance of maintaining existing transportation funding sources, including the [Highway User Revenue Fund \(HURF\)](#) and the state gas tax.

RPPL To Have Three Tiers in 2027

Over the past few years, NACOG has learned that legislators tend to pick only one or two projects in their region to champion during the state budget process and therefore a smaller number of projects should be considered the “highest priority” in the region for them to focus their efforts. At the same time, NACOG’s educational outreach about the funding constraints faced by local communities could benefit from more data and a longer list of regional needs. With these factors in mind, NACOG is proposing the following modified approach to the development of the RPPL.

NACOG will create a three-tiered RPPL for 2027 to help legislators understand both the highest ranked projects in the NACOG region and the overall roadway infrastructure needs that communities face. The three tiers will group projects as follows:

Tier 1: Tier 1 will be comprised of two to three projects from each Legislative District (LD) and reflect the highest ranked projects in the region. Up to five projects may be selected for LD 6 given its geographic size.

Tier 2: This tier includes all projects in Tier 1, plus the remaining ranked projects up to NACOG’s total allocation available in the RTAC bill, \$81.1 million. These projects will be included in the RTAC bill that is submitted to the state legislature.

Tier 3: All remaining projects, including those that did not make it out of the Pre-Application phase, will be placed in Tier 3. Tier 3 projects will be included in the RPPL binders that NACOG provides to all northern Arizona legislators.

Two-Phase Application Process

The Call for Projects process will start with a simple, two-page Pre-Application that jurisdictions and tribes will complete; this is the Pre-Application Phase. NACOG seeks broad participation from jurisdictions and tribes in this phase and encourages them to submit multiple project applications. The goal is to collect a comprehensive list of roadway infrastructure needs from across the region.

During the Application Phase, NACOG will ask selected jurisdictions and tribes to complete a formal, detailed Application for their projects, like prior RPPL applications.

The NACOG Planning Team will review and score the Pre-Application and Application materials based on established criteria (see below). Then, NACOG will assemble an outside committee to rank the Applications. Once the applications are scored and ranked, they will be placed in either Tier 1 or Tier 2 based on their ranking and projects cost (see below for details on the tier selection.)

At the conclusion of the application and evaluation process, projects will have been placed in one of the three tiers - Tiers 1, 2, or 3. NACOG's 2027 RPPL will be comprised of all three tiers, be posted on NACOG's website and be shared with northern Arizona legislators as part of the NACOG legislative binder. NACOG will work with the jurisdictions and tribes with projects in Tiers 1 and 2 to develop fact sheets for their projects.

1) Pre-Application Phase - New in 2026

During the Pre-Application Phase, jurisdictions and tribes are invited to complete a two-page RPPL Pre-Application Form. Jurisdictions and tribes are encouraged to submit multiple projects for consideration; a separate form will be completed for each project. By collecting as many Pre-Application Forms as possible, the NACOG Planning Team will be able to demonstrate the broader regional need for infrastructure funding to state legislators. In addition to the application, jurisdictions and tribes will be asked to submit a cost estimate (if available), a map of the project location and a letter of support from the applicant's governing body.

NACOG's Regional Planning Team will review and score each Pre-Application Form using the following criteria. Please consult the attached Pre-Application Scoring Criteria Table for more details.

- 1) Project Readiness (10 points): Legislators tend to favor shovel-ready projects. Project Readiness questions assess how quickly the applicant can begin work on the project once awarded funding and provides an opportunity for the applicant to describe the work that they have completed so far on the project. [Two questions]
- 2) Applicant Preparedness to Engage in Advocacy (10 points): Advocating at the state legislature requires time and energy on the part of elected officials and staff, as well as flexibility in terms of project scope based on funding availability. State legislators sometimes request a smaller project cost, typically under \$3 million, if the state revenues are low and the budget for the year is tight. [Two questions]

- 3) Quality of the Cost Estimate (10 points): Describe how your cost estimate was prepared (ex. In-house public works staff, in-house engineer, contract engineering firm, etc.) and the data that the cost estimate is based on (ex. historic maintenance expenses, ADOT Estimated Engineering Construction Cost [E2C2]). Consider using ADOT 's AZ SMART Cost Estimate Tool if other cost estimate not available. Additional resources can be found on ADOT's Project Initiation webpage. [Two questions]

As part of the Pre-Application, applicants must submit the following documents, if available, as a single PDF: cost estimate, map of the project location, and a letter of support from the applicant's governing body.

NACOG will rank all Pre-Application Forms based on their 30-point scores. The highest scoring projects, up to the total funding available in the RTAC bill, will advance to the Application Phase. The selected projects will move on to the Application Phase to be considered for Tiers 1 and 2. Projects that are not selected for the Application Phase will be placed in Tier 3.

All projects received through the Pre-Application process will be included in the comprehensive list of roadway needs for the region and added to the Regional Priority Projects List. Projects that do not move forward from the Pre-Application to the Application Phase will be placed in Tier 3. Projects in Tier 3 will be listed alphabetically by jurisdiction/tribe and then by dollar amount per jurisdiction/tribe. Tier 3 will likely include the greatest number of projects and helps to demonstrate the overall unmet transportation funding needs in the NACOG region.

2) Application Phase

Jurisdictions and tribes with projects that are selected to move forward to the Application Phase will be asked to complete a second, more extensive form that serves as the Application. In addition to the Application, jurisdictions and tribes will be asked to submit a project cost estimate (if it has changed since the Pre-Application Submittal) and draft text for the Project Fact Sheet of approximately 350 words. The draft text should provide a project overview, including the "need for the project", how it aligns with local and regional goals, and description of the local match source. See previous RPPL fact sheets on our [website](#) for more information.

Applications will be scored using the criteria below. The Application Scoring Criteria Table includes detailed scoring criteria that explain how points will be assigned within each category.

RPPL Application Scoring Criteria and Weighting

- 1) Local leveraging – 20%
- 2) Demand and project need – 20%
- 3) Economic and social benefits – 20%
- 4) Safety benefits – 10%
- 5) Multi-modal benefits 10%
- 6a) Project readiness (for design/construction projects) – 20%
- OR
- 6b) Support for the project (for planning projects) – 20%

Application Scoring and Ranking Process

The NACOG Planning Team will review all applications for accuracy and completeness and will follow up with applicants as needed for additional information. The Planning Team will also score all applications and select the top 12 to 15 projects to provide to the Ranking Committee. NACOG will assemble a Ranking Committee, made up of individuals within the state who have extensive experience working with Arizona State Legislators or transportation funding. The Ranking Committee will make recommendations to NACOG on the projects that would be most attractive to state legislators to champion for one-time funding; these projects will form Tier 1 of the RPPL.

Tier 1 will be comprised of two to three projects from each Legislative District (LD) and reflect the highest ranked projects in the region. Up to five projects may be selected for LD 6 given its geographic size. The ranked list will be provided to NACOG's Transportation Technical Subcommittee (TSC) and Regional Council for their final approval. NACOG will submit the approved list to Rural Transportation Advocacy Council (RTAC) for inclusion in their rural roadway priorities bill.

As described above, Tier 1 will reflect the highest priority roadway projects for state legislators to consider. The NACOG Planning Team will spend additional time educating legislators about these highest priorities. The Planning Team will seek to arrange phone calls and in-person meetings with their legislators. The meetings will provide the jurisdictions with additional time to advocate for their project(s) and invite legislators to visit the project sites and gain a better understanding of the project.

Tier 2 will have a total project value of \$81.1 million and include projects from Tier 1. The \$81.1 million will be broken out by sub-region to distribute the potential funding proportionally by

population across the four sub-regions of Apache, Coconino, Navajo and Yavapai counties. “Sub-Region” is defined as all NACOG members (county, municipal, tribal) within the county geography.

SUB-REGION ¹	POPULATION	FUNDING ALLOCATION
Apache	71,518	\$20,025,870
Coconino ²	50,404	\$14,113,705
Navajo	107,449	\$30,086,967
Yavapai ³	60,177	\$16,850,258
TOTAL	289,548	\$81,076,800

(1) - Sub-Region is defined as all NACOG members (county, municipal, tribal) within the county geography.

(2) - The Coconino Sub-Region population reflects the total Coconino County population minus the estimated Flagstaff MPO population.

(3) - The Yavapai Sub-Region population reflects the total Yavapai County population minus the estimated Yavapai Plan MPO population.

NACOG staff may also recommend projects of appropriate budget amounts from both the [ADOT Corridor Profile Studies](#) completed in July 2022 and the ADOT Planning to Programming (P2P) list compiled in 2025 to supplement sub-regional projects received in the Call for Projects. The Corridor Profile and P2P projects have been previously scored as part of their own prioritization process, which will simplify their scoring.

Funding Background:

When state legislators used earmarks in 2021 as a way to actively fund infrastructure projects in the FY 2022 budget, the RTAC Advisory Committee, consisting of the Greater AZ COG/MPO directors, responded by proposing a new, compromise approach in preparation for the 2022 legislative session. The committee agreed to develop a list of regional priorities consisting of the top projects put forward by all COGs & MPOs in Greater AZ. The list comprised of projects for Greater AZ was introduced to the state legislators as a single piece of legislation for the 2022 session, commonly known as the RTAC bill. In this way, legislators would still be advocating for specific projects (e.g., earmarks), but they would be part of the state’s rural regional priorities as determined by Greater AZ’s transportation planning organizations. While the projects from NACOG’s 2021 Priority Projects List did not make it into the final budget, the statewide advocacy efforts for rural transportation funding significantly contributed to the unprecedented set-aside for transportation projects in the FY 2023 budget, with \$41.3 million in roadway projects funded in the NACOG region. Due to limited funding and resources, NACOG

has shifted its focus from solely advocating for priority projects, to also including information on the total amount of unmet transportation infrastructure needs in the region to reinforce the importance of maintaining current levels of state funding for transportation.

Funding Amount for RPPL Planning

RTAC anticipates using the same funding amount for the 2027 RTAC bill, which means NACOG will need to provide \$81,076,800 in roadway projects to RTAC in the fall of 2026 for inclusion in the RTAC bill. The total funding amount for projects in Tiers 1 and 2 combined will be the \$81.1 million. Tier 3 projects will not be included in the amount that is submitted to RTAC; however, Tiers 1, 2, and 3 will be submitted to the legislators to help them understand the significant need for transportation funding in our area.

Supporting Documents

Applicants should submit supporting documents for both their Pre-Application and Application Forms to planning@nacog.org. The subject line of the email must begin with the wording- “2027 RPPL” followed by the jurisdiction or tribe name and the project title. All attachments should also be labeled with the applicant’s name and project name. This will allow NACOG staff to appropriately track attachments.

Pre-Application Document Requirements

- Priority Project Pre-Application Form
- Cost Estimate {if available}
- Map of Project Location {see attached sample map}
- Letter of Support from applicant’s governing body

Application Document Requirements

- 2027 Application {will be provided to applicants during Phase 2 of the process}
- Cost Estimate {only if it has changed from what was submitted with Pre-Application}
- Project Fact Sheet Draft Text (approximately 350 words in length)

Optional Additional Application Documents

- Project Schedule
- Pavement/Bridge rating reports
- Letters of support
- Governing Body’s resolution in support of the project
- Previous grant application(s), or summaries thereof
- Planning studies that describe or include the proposed project

2027 RPPL Call for Projects Webinar:

NACOG will host a webinar to review the 2027 RPPL Call for Projects and answer any questions on March 4, 2026. Here are the details about attending the meeting:

March 4, 2026 10:00 AM Arizona

Join Zoom Meeting

<https://us02web.zoom.us/j/84340956908?pwd=3nuaPBYnuyDJ1z5dEgTCL0bGi6iaUp.1>

Meeting ID: 843 4095 6908

Passcode: 865213

One tap mobile

+16699009128,,84340956908#,,,,*865213# US (San Jose)

+17193594580,,84340956908#,,,,*865213# US

Join instructions

https://us02web.zoom.us/join/84340956908?signature=VUpySQvCsoZfOz_q29LB_MA01r3sKQngq75gB_l-rEA

Following the meeting, additional questions can be submitted to Joseph Jarvis at jjarvis@nacog.org which may be added to the posted FAQ, available [here](#).

Due Date and Timeline:

Agencies must submit one Priority Project Pre-Application Form(s) for each project by **5:00 PM** of **Friday, April 3, 2026**. Late applications will not be considered.

If invited to submit a formal Application, agencies must submit their applications by **5:00 PM** of **Friday, May 29, 2026**, which includes completing the online application and submitting backup documents as a single PDF via email to NACOG with the project name as the subject line. The application is available on the [2027 RRPL homepage](#).

Call for Projects Timeline

Date	Activity/Milestone
Mon., March 2, 2026	Call for Projects is emailed to the TSC membership
Wed., March 4, 2026	Webinar to Review the Call for Projects
Fri., April 3, 2026 (5 weeks)	Due Date for submitting Priority Project Pre-Application Form(s)
April 6 - 17, 2026	Planning Team reviews of Pre-Applications
Mon., April 20, 2026	Jurisdictions invited to submit an Application(s) for specific Projects
Fri., May 29, 2026 (6 weeks)	Due date for Applications
June 1-26, 2026	Planning Team review and technical scoring of Applications
June 29 – July 17, 2026	Scoring Committee evaluation and ranking of Applications
July 20 – 31, 2026	Scoring Committee and Planning Team finalize the recommended RPPL
August 5, 2026	Draft RPPL presented to TSC
August 27, 2026	Draft RPPL presented to Regional Council for their consideration
September 2026	Approved RPPL list submitted to RTAC

Application Resources

The following links are intended to provide additional information about this Project Prioritization Process, previous studies that identified potential projects, and best practices for estimating project cost and developing project design.

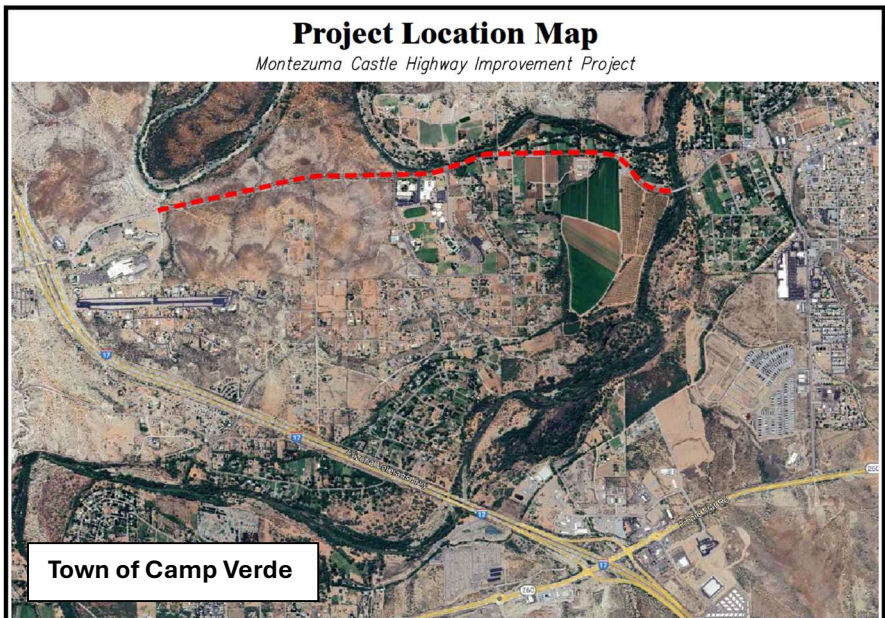
- [NACOG 2026 RPPL](#)
- [ADOT Cost Estimate form: <https://azdot.gov/sites/default/files/2019/06/adot-cost-estimate-form.xls>](#)
- [Estimated Engineering Construction Costs \(E2C2\): <https://apps.azdot.gov/e2c2/HistoricalPrice.aspx>](#)
- [HSIP Construction Pricing Examples: <https://azdot.gov/sites/default/files/media/2020/03/HSIP-Construction-Pricing-Examples.pdf>](#)
- [ADOT Functional Classification Map: <https://experience.arcgis.com/experience/004a3b98c8c04c48a38184929977c360/page/Overview/>](#)
- [NACOG Regional Transportation Safety Plan: <https://nacog.org/wp-content/uploads/2024/01/NACOG-RTSP-and-Appendix.pdf>](#)
- [FHWA Proven Safety Countermeasures: <http://safety.fhwa.dot.gov/provencountermeasures>](#)
- [FHWA Pedestrian Countermeasures and Design: \[https://safety.fhwa.dot.gov/ped_bike/step/docs/STEP_Guide_for_Improving_Ped_Safety_at_Unsig_Loc_3-2018_07_17-508compliant.pdf\]\(https://safety.fhwa.dot.gov/ped_bike/step/docs/STEP_Guide_for_Improving_Ped_Safety_at_Unsig_Loc_3-2018_07_17-508compliant.pdf\)](#)
- [FHWA Bike Lane Countermeasures and Design:](#)

https://safety.fhwa.dot.gov/ped_bike/tools_solve/docs/fhwasa18077.pdf

- Local First Arizona is available to assist LPAs with preparing their grant application
<https://localfirstaz.com/economic-resource-center>

2027 Call for Projects – RPPL

Sample Maps



TOWN OF CAMP VERDE

FY27 Capital Improvement Project

Project Title: *Montezuma Castle Highway Curb, Gutter & Sidewalk Imprv's*

FY27 Impact: \$5,000,000

5-Yr Project Cost: \$7,700,000

New Project or Rollover: *Rollover*

Dept/Div: *Public Works*

Contact: *M. Smith*

Requested by: *M. Smith*

Date Completed: *1/20/2026*

Project Summary:

Installation of curb & gutter and sidewalk between Black Bridge and Apache Trail; installation of bike lanes from Black Bridge to Cliff Castle Casino, complete mill and replacement of roadway asphalt.

Location: Montezuma Castle Highway between Black Bridge and Cliff Castle Casino.



Community Impact:

The proposed improvements for the Finnie Flat / Montezuma Castle Highway Improvements project terminates at the Black Bridge. This project extends those improvements to Cliff Castle Casino. With this project we will enhance the roadway with multimodal facilities, making it safer for pedestrians, bicyclists, and motorists to travel this roadway. Concrete curb & gutter and sidewalk will be installed between Black Bridge and Apache Trail making it safer for pedestrians to access the schools and adjacent town amenities. Bike lanes will be installed from Black Bridge to the casino, and the aging asphalt will be replaced, providing a smooth, safe surface for traffic.

Project Title: *Montezuma Castle Highway Curb, Gutter & Sidewalk Imprv's*

Operational Impact:

Impact on Staffing: Normal staff operations will have minimal impact.

Impact on operational costs: Will reduce the need for street maintenance for several years.

Project Budget:

Fiscal	Activity / Segment	Timeline	Cost
FY27	Design		\$0
FY27	Construction		\$5,000,000
FY28	Construction		\$2,700,000
	Total		\$7,700,000

Estimated Annual Operational Impact – Cost/(Savings):

Starting Year	Category	Cost
	Total	\$ 0

Project Funding:

Tracking Fund: Grant Fund

Funding Source: NACOG Regional Priority Project Grant

Staff Rating Score:

Need	Cost/ Efficiency	Safety	Strategic Plan	Total Points
4.0	2.1	3.8	1.5	11.4

TOWN OF CAMP VERDE

FY27 Capital Improvement Project

Project Title: *Finnie Flat Rd. & Montezuma Castle Highway Road Improv's*

FY27 Impact: \$365,000

5-Yr Project Cost: \$25,365,000

New Project or Rollover: *Rollover*

Dept/Div: *Public Works*

Contact: *M. Smith*

Requested by: *M. Smith*

Date Completed: *1/20/2026*

Project Summary:

Design and construct improvements on Finnie Flat Road and Montezuma Castle Highway between Highway 260 and the Black Bridge.

Location: Finnie Flat Rd. & Montezuma Castle Highway from Highway 260 to Black Bridge



Community Impact:

Due to growth of the town, it is necessary to improve both Finnie Flat Road and Montezuma Castle Highway to meet current and future traffic loads while providing multimodal accommodations for bicycles and pedestrians. These improvements will address current traffic congestion and increase safety for all roadway users. These improvements, along with the wayfinding and place marketing project, will also help to drive economic development within the project corridor.

Project Title: *Finnie Flat Rd. & Montezuma Castle Highway Road Improv's*

Operational Impact:

Impact on Staffing: Normal operations – no long-term impact anticipated.

Impact on operational costs: Normal Street maintenance for sweeping, annual re-striping, etc.

Project Budget:

Fiscal	Activity / Segment	Timeline	Cost
FY27	ADOT Project Development Fees (Design)		*\$10,000
FY27	ADOT Project Development Fees (Above SMART Grant)		\$180,000
FY27	Utility Potholing / Verification		\$175,000
FY28	Construction**		\$15,000,000
FY29	Construction**		\$10,000,000
	Total		\$25,365,000

*Design funded with AZ SMART grant. These costs reflect anticipated overruns exceeding the limits of the grant.

**Construction anticipated to be funded with RAISE and SMART grants

Estimated Annual Operational Impact – Cost/(Savings):

Starting Year	Category	Cost
FY30	Annual re-striping	\$ 1,500
FY31	Annual re-striping	\$ 1,750
FY32	Annual re-striping	\$ 2,000
FY33	Annual re-striping	\$ 2,250
	Total	\$ 7,500

Project Funding:

Tracking Fund: Grants Fund

Funding Source: Design/Planning funding from SMART grant with overages funded from General Fund allocation. Construction funding from a BUILD Grant.

Staff Rating Score:

Need	Cost/ Efficiency	Safety	Strategic Plan	Total Points
1.9	1.4	1.9	1.9	7.1

TOWN OF CAMP VERDE

FY27 Capital Improvement Project

Project Title: *Main Street Reconstruction*

FY27 Impact: \$0

5-Yr Project Cost: \$25,000,000

New Project or Rollover: *Rollover*

Dept/Div: *Public Works*

Contact: *M. Smith*

Requested by: *M. Smith*

Date Completed: *1/20/2026*

Project Summary:

Install new utility infrastructure & reconstruct roadway.

Location: Main Street, Turner Street to Highway 260



Community Impact:

This project will install new underground infrastructure and reconstruct the roadway. The existing underground utilities are aging and in need of replacement. The street reconstruction will resolve several known drainage concerns. At completion of this project, the community and businesses located through this corridor will benefit from more reliable utility service and new roadway.

Project Title: *Main Street Reconstruction*

Operational Impact:

Impact on Staffing: Reduced staff demand for utility leak repair.

Impact on operational costs: No anticipated impact.

Project Budget:

Fiscal	Activity / Segment	Timeline	Cost
FY28	Construction	Undetermined	\$15,000,000
FY29	Construction	Undetermined	\$10,000,000
	Total		\$25,000,000

Estimated Annual Operational Impact – Cost/(Savings):

Starting Year	Category	Cost
	No anticipated impact.	
	Total	\$ 0

Project Funding:

Tracking Fund: Grants Fund

Funding Source: BUILD Grant Submitted

Staff Rating Score:

Need	Cost/ Efficiency	Safety	Strategic Plan	Total Points
3.5	3.8	3.4	4.4	15.0

TOWN OF CAMP VERDE

FY27 Capital Improvement Project

Project Title: *Verde Lakes Flood Control Planning*

FY27 Impact: \$450,000

5-Yr Project Cost: \$1,950,000

New Project or Rollover: *Rollover*

Dept/Div: *Utilities/ Stormwater*

Contact: *Lisa Vaughan*

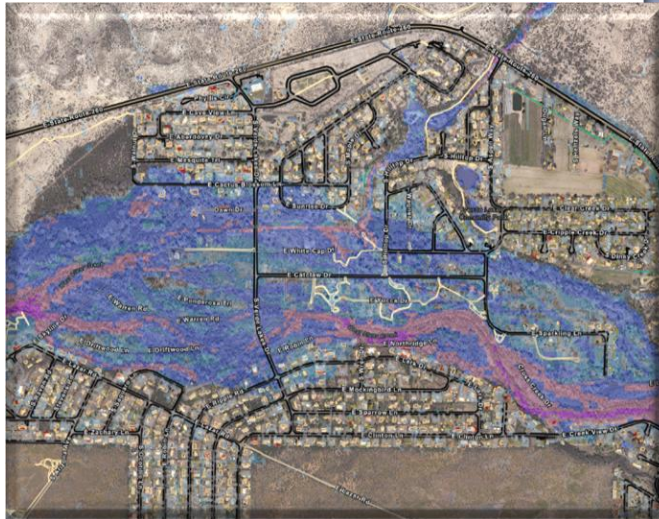
Requested by: *Lisa Vaughan*

Date Completed: *2/14/26*

Project Summary:

Study and design to improve Verde Lakes Drive Roadway and culvert crossing. Flood Mitigation design for West Clear Creek area.

Location: Verde Lakes Drive at West Clear Creek



Community Impact:

The section of Verde Lakes Drive has been washed out and reconstructed several times over the past few decades due to flooding across West Clear Creek. The project will also mitigate flooding for the West Clear Creek area.

Project Title: *Verde Lakes Flood Control Plannning*

Operational Impact:

Impact on Staffing: Staff will still maintain the road and future crossing.

Impact on operational costs: Yearly maintenance once the road is reconstructed.

Project Budget:

Fiscal	Activity / Segment	Timeline	Cost
FY27	Project Design		\$ 450,000
FY28	Construction		\$ 1,500,000
	Total		\$ 1,950,000

Estimated Annual Operational Impact – Cost/(Savings):

Starting Year	Category	Cost
	Total	\$ 0

Project Funding:

Tracking Fund: Federal or Non-Federal Grant Fund

Funding Source: FEMA Grant, Yavapai Flood Control District Funded, Nature Conservancy Funding.

Staff Rating Score:

Need	Cost/ Efficiency	Safety	Strategic Plan	Total Points

TOWN OF CAMP VERDE

FY27 Capital Improvement Project

Project Title: *Salt Mine Road Shoulder & Drainage Improvements*

FY27 Impact: \$25,000

5-Yr Project Cost: \$425,000

New Project or Rollover: *Rollover*

Dept/Div: *Public Works*

Contact: *M. Smith*

Requested by: *M. Smith*

Date Completed: *1/20/2025*

Project Summary:

Drainage correction and asphalt shoulder repair.

Location: Salt Mine Road



Community Impact:

Salt Mine Road is experiencing significant shoulder erosion of the asphalt. There are many locations where the existing asphalt has broken off, leaving a void that is encroaching into the travel lane and is creating a potentially hazardous situation. To prevent further decay of the roadway the shoulder needs to be restored. There is also an area of Salt Mine Road where drainage across and adjacent to the roadway is a problem. This project will seek to correct both issues.

Staff will be applying for a Rural and Tribal Assistance Pilot Program grant with no local match required for design services.

Project Title: *Salt Mine Road Shoulder & Drainage Improvements*

Operational Impact:

Impact on Staffing: Will reduce staff time required to perform frequent patching.

Impact on operational costs: Will reduce the need for street maintenance for several years.

Project Budget:

Fiscal	Activity / Segment	Timeline	Cost
FY27	Design		\$25,000
FY28	Construction		\$400,000
	Total		\$425,000

Note: Yearly estimates are subject to change due to fluctuations in the materials markets.

Estimated Annual Operational Impact – Cost/(Savings):

Starting Year	Category	Cost
	Total	\$ 0

Project Funding:

Tracking Fund: CIP Fund

Funding Source: Operating Transfer from the General Fund.

Staff Rating Score:

Need	Cost/ Efficiency	Safety	Strategic Plan	Total Points
2.9	3.0	2.5	1.1	9.5

TOWN OF CAMP VERDE

FY27 Capital Improvement Project

Project Title: *Park Verde Road Irrigation Crossing*

FY27 Impact: \$400,000

5-Yr Project Cost: \$400,000

New Project or Rollover: *Rollover*

Dept/Div: *Public Works*

Contact: *M. Smith*

Requested by: *M. Smith*

Date Completed: *1/20/2026*

Project Summary:

Replace the existing irrigation ditch crossing on Park Verde Road

Location: 1880 W Park Verde Rd.



Community Impact:

Park Verde Road serves as a single ingress/egress for residents of Park Verde Estates. The existing irrigation ditch is undercutting the support structure of the roadway, causing noticeable sinking of the roadway. Failure of the roadway at this crossing will eliminate the only means of access for at least 16 properties beyond the crossing.

Project Title: *Park Verde Road Irrigation Crossing*

Operational Impact:

Impact on Staffing: No anticipated impact.

Impact on operational costs: No anticipated impact.

Project Budget:

Fiscal	Activity / Segment	Timeline	Cost
FY27	Survey & Plan Preparation		\$ 50,000
FY27	Construction		\$ 350,000
	Total		\$ 400,000

Estimated Annual Operational Impact – Cost/(Savings):

Starting Year	Category	Cost
FY27	No anticipated impact	
	Total	\$ 0

Project Funding:

Tracking Fund: CIP Fund

Funding Source: Operating Transfer from the General Fund.

Staff Rating Score:

Need	Cost/ Efficiency	Safety	Strategic Plan	Total Points
4.0	3.0	3.8	1.3	12.1

[Page intentionally left blank]

**Meeting Date:** March 18, 2026**Agenda Item Type:**

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

Requesting Department: Development Services**Staff Resource:** Development Services Director Christian Green &
Special Initiatives Manager Cliff Bryson

Agenda Title: Discussion, consideration, and possible approval of Resolution 2026-2012 expressing the Town's support and commitment to issue a GAP loan, development fee waiver, and employment center documentation, contingent upon the award of Low-Income Housing Tax Credit funding, for the development of workforce housing serving households with annual gross incomes at or below 60% of Area Median Income, by Woda Cooper Development, Inc. in partnership with Montezuma Terrace Limited Partnership, and will be located at 360 North Homestead Parkway (APN 403-23-016B).

Attached Documents:

- Resolution 2026-1212
- Town Staff Presentation
- Woda Cooper Development Presentation
- Site Plan & Renderings
- Draft Commitment Letter
- Draft Fee Waiver Letter
- Draft Employment Center Letter
- Community Revitalization Plan Certification
- Draft Gap Loan Deed of Trust
- Draft Gap Loan Promissory Note
- Draft Land Use Restrictive Agreement
- Letter of Support from VVCDO

Estimated Presentation Time: 20 minutes**Estimated Discussion Time:** 30 minutes**Reviewed By:**

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

Financial Review (if applicable):

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

Background Information:

In January of 2026 representatives from Woda Cooper Development met with Town Staff to review a multi-family development to be located at 360 North Homestead Parkway. The Woda Cooper proposes



Town Council Agenda Information Memorandum

the development of an 80-unit, three-story building designed to serve households earning between 30% and 60% of Area Median Income (AMI). The development will feature a mix of one-, two-, and three-bedroom units to accommodate a variety of household sizes and needs. The building will be designed for cost efficiency and long-term sustainability, incorporating durable materials suited to the local climate, energy-efficient systems, and accessibility features compliant with ADA standards.

Low-Income Housing Tax Credit (LIHTC) Application and Local Government Support

The proposed Montezuma Terrace development is being submitted for funding through the 9% Low-Income Housing Tax Credit (LIHTC) program, administered by the Arizona Department of Housing (ADOH). The LIHTC program is the primary federal financing tool used to develop affordable housing and is highly competitive. As part of the application process, developers must demonstrate financial feasibility, proximity to employment centers, and meaningful support from the local jurisdiction in which the project will be located.

To support the LIHTC application, Woda Cooper Development has requested participation from the Town of Camp Verde through a combination of municipal gap financing, a development fee waiver, and documentation demonstrating proximity to a qualifying employment center. These elements are commonly required under the ADOH Qualified Allocation Plan (QAP) to strengthen the competitiveness of affordable housing applications, particularly in Rural / Balance of State areas.

Municipal GAP Loan Commitment

The Town of Camp Verde has reviewed the request and determined that the proposed development could be considered for funding through a loan program if budgeted accordingly in FY27. The developer has requested \$150,000 in gap financing to support the project's financing structure.

The proposed loan would include the following general terms:

- **Loan Amount:** \$150,000
- **Loan Term:** Twenty (20) years
- **Interest Rate:** The lesser of 2% per annum or the Long-Term Applicable Federal Rate (AFR) for the month of December of each year of the loan
- **Annual Payment:** Beginning on the payment due date and continuing annually until the maturity date, the development shall pay the greater of:
 - \$1,000 annually, or
 - 2% of the surplus cash flow generated by the property

If not sooner paid, the entire remaining principal balance, together with all accrued and unpaid interest, would become due at the end of the twenty-year term.

This commitment is conditioned upon the project receiving a 2026 reservation of 9% Section 42 Low-Income Housing Tax Credits from the Arizona Department of Housing. The loan would also require execution of standard financing documents including a Deed of Trust, Promissory Note, Declaration of Covenants, Conditions, and Restrictions, and any necessary Subordination Agreements.

Funding for the project would be structured as a 2027 commitment, and the Town's participation remains contingent upon completion of all required documentation, compliance with applicable federal,



Town Council Agenda Information Memorandum

county, and Town regulations, completion of environmental review requirements, and final Town Council approval of the loan documents prior to closing.

Development Fee Waiver

The Town of Camp Verde has the authority to waive certain development-related fees for qualifying projects under the new Fee Waiver Policy. In partnership with Woda Cooper Development, Inc., the applicant is seeking support with the project through a commitment to waive up to \$50,000 in Town development-related fees.

The fee waiver may include, but is not limited to:

- Development impact fees
- Utility connection fees
- Plan review fees
- Permit fees
- Other development-related fees customarily assessed in connection with the project

This commitment is intended to support the project's LIHTC application with the Arizona Department of Housing by demonstrating local government financial participation in support of affordable housing development in Camp Verde.

The specific fees eligible for waiver and the timing of such waivers will be determined in accordance with applicable Town procedures. Any fees that are not eligible for waiver under Town regulations, or that exceed the \$50,000 commitment, will remain the responsibility of Woda Cooper Development, Inc. This commitment is also contingent upon the project receiving a 2026 reservation of Section 42 9% Low-Income Housing Tax Credits from ADOH.

Employment Center Documentation

Under the ADOH Qualified Allocation Plan, LIHTC projects may receive scoring points when located near qualifying employment centers.

To support this requirement, the Town would submit the attached letter to the Arizona Department of Housing confirming that the proposed project site located at 360 North Homestead Parkway is within approximately 1.1 miles of Urgent Care at Northern Arizona Healthcare, located at 1298 Finnie Flat Road.

Confirmation provided by Northern Arizona Healthcare confirms that the facility employs at least 50 year-round, full-time employees, which satisfies the minimum employment threshold for the Employment Center amenity category for Rural / Balance of State developments under the ADOH Qualified Allocation Plan.

Question(s) before the Council:

- Does Council have any questions for staff?
- Does Council have any questions for Woda Copper Development, Inc.?



Town Council Agenda Information Memorandum

Proposed Motion:

I move to APPROVE Resolution 2026-2012 expressing the Town's support and commitment to issue a GAP loan, development fee waiver, and employment center documentation, contingent upon the award of Low-Income Housing Tax Credit funding, for the development of workforce housing serving households with annual gross incomes at or below 60% of Area Median Income, by Woda Cooper Development, Inc. in partnership with Montezuma Terrace Limited Partnership, and will be located at 360 North Homestead Parkway (APN 403-23-016B).

OR

I move to DENY Resolution 2026-1212.



RESOLUTION NO. 2026-2012

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, EXPRESSING SUPPORT FOR THE DEVELOPMENT OF MONTEZUMA TERRACE, AN AFFORDABLE WORKFORCE HOUSING PROJECT; AUTHORIZING A COMMITMENT FOR A GAP LOAN, DEVELOPMENT FEE WAIVER, AND EMPLOYMENT CENTER DOCUMENTATION IN SUPPORT OF AN APPLICATION FOR LOW-INCOME HOUSING TAX CREDITS THROUGH THE ARIZONA DEPARTMENT OF HOUSING; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Town of Camp Verde ("Town") recognizes the growing need for quality workforce housing opportunities for residents and employees within the community; and

WHEREAS, Woda Cooper Development, Inc., in partnership with Montezuma Terrace Limited Partnership (collectively, the "Developer"), has proposed the development of Montezuma Terrace, an approximately 80-unit multi-family affordable housing community to be located at 360 North Homestead Parkway, Camp Verde, Arizona (APN 403-23-016B); and

WHEREAS, the proposed development is intended to provide housing opportunities for households with annual gross incomes at or below sixty percent (60%) of Area Median Income (AMI); and

WHEREAS, the Developer intends to apply to the Arizona Department of Housing ("ADOH") for a reservation of 9% Low-Income Housing Tax Credits ("LIHTC") pursuant to Section 42 of the Internal Revenue Code, which is a competitive federal program designed to encourage the development of affordable housing; and

WHEREAS, the Arizona Department of Housing Qualified Allocation Plan ("QAP") encourages local government participation and support in order to strengthen LIHTC applications for developments located in Rural / Balance of State areas; and

WHEREAS, the Developer has requested participation from the Town in the form of a municipal GAP loan commitment, a waiver of certain development-related fees, and documentation supporting the project's proximity to a qualifying employment center in order to strengthen its LIHTC application; and

WHEREAS, the Town has determined that the proposed development may be eligible to receive assistance through the Town's GAP Loan Program, subject to the terms and conditions described herein; and

WHEREAS, the Town Council finds that supporting the development of workforce housing is in the best interests of the community and consistent with the Town's goals of promoting economic stability, workforce retention, and housing availability for residents of Camp Verde.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, AS FOLLOWS:

SECTION 1. The Town Council hereby expresses its support for the development of the Montezuma Terrace affordable housing project, proposed by Woda Cooper Development, Inc. in partnership with Montezuma Terrace Limited Partnership, to be located at 360 North Homestead Parkway (APN 403-23-016B).

SECTION 2. The Town Council authorizes a commitment to issue a GAP loan in the amount of One Hundred Fifty Thousand Dollars (\$150,000) to support the development, subject to the following general terms and conditions:

- Loan term not to exceed twenty (20) years;
- Interest rate equal to the lesser of two percent (2%) per annum or the Long-Term Applicable Federal Rate (AFR) for the month of December of each year of the loan;
- Annual payment beginning on the payment due date and continuing annually thereafter until maturity equal to the greater of:
 - One Thousand Dollars (\$1,000); or
 - Two percent (2%) of the surplus cash flow generated by the property;
- If not sooner paid, the remaining principal balance and all accrued interest shall be due and payable at the end of the twenty-year term.

This loan commitment is contingent upon the project receiving a reservation of 9% Low-Income Housing Tax Credits from the Arizona Department of Housing and shall be subject to completion of underwriting, execution of a Deed of Trust, Promissory Note, Declaration of Covenants, Conditions, and Restrictions, Subordination Agreements, and other documents deemed necessary by the Town. Final loan documents shall be subject to Town Council approval prior to closing.

SECTION 3. The Town Council authorizes the waiver of up to Fifty Thousand Dollars (\$50,000) in Town development-related fees associated with the project. Such fees may include, but are not limited to:

- Development impact fees
- Utility connection fees
- Plan review fees
- Permit fees
- Other development-related fees customarily assessed in connection with the project.

The specific fees eligible for waiver and the timing of such waivers shall be determined in accordance with applicable Town ordinances, resolutions, policies, and administrative procedures. Any fees not eligible for waiver or exceeding the \$50,000 commitment shall remain the responsibility of the Developer.

SECTION 4. The Town is authorized to submit documentation to the Arizona Department of Housing confirming that the proposed development site is located within approximately 1.1 miles of Urgent Care at Northern Arizona Healthcare, located at 1298 Finnie Flat Road, Camp Verde, Arizona, which employs at least fifty (50) year-round, full-time employees according to documentation provided by Northern Arizona Healthcare officials.

SECTION 5. The commitments described in this Resolution are expressly contingent upon the Developer receiving a 2026 reservation of Section 42 9% Low-Income Housing Tax Credits from the Arizona Department of Housing, completion of all required due diligence and underwriting, and compliance with all applicable federal, state, and Town regulations and policies.

PASSED, AND APPROVED BY A MAJORITY VOTE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, THIS ____ DAY OF _____, 20__.

Marie Moore, Mayor

ATTEST:

Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman, PLLC

Montezuma Terrace Development Project

The Project

80 Unit Multifamily Development serving Low Income Residents

- Amenities: playground, benches, grill station; grills prohibited on patios/balconies for safety/aesthetics.
- On-site management and a dedicated maintenance person planned; single-phase ~80 units supports full-time staffing.
- Property has existing water and sewer connections; area water line to be looped with neighboring tanks; need elevation/drainage review; stormwater and stream/trench crossing to neighbor's property; archaeology considerations may apply.

The Project

Target Population, Affordability and Unit Mix

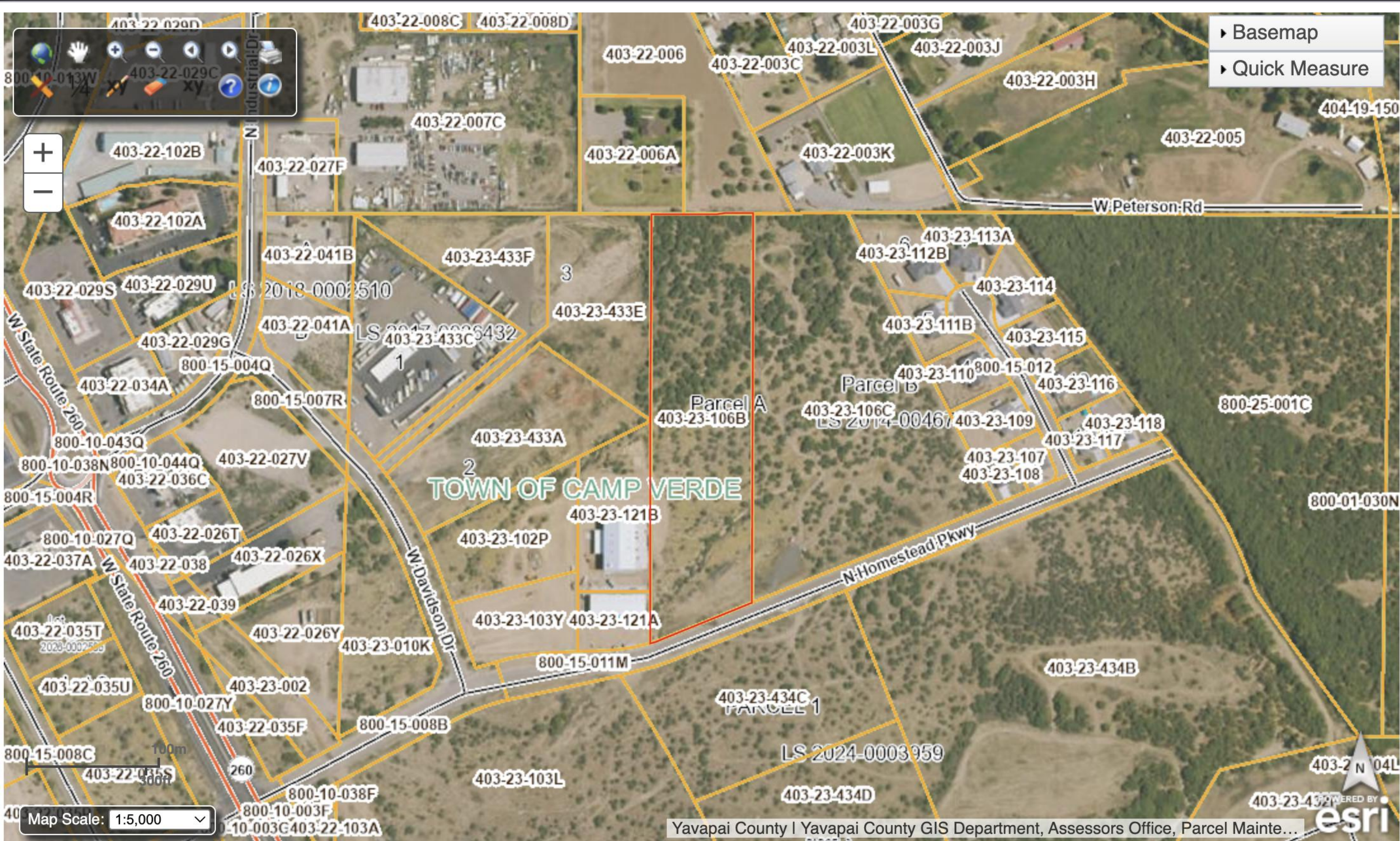
- Project intends to serve families, single parents, seniors, and veteran singles.
- Proposed affordability: 30% of units at 30% AMI (Area Median Income); the remainder at 60% AMI.
Example ranges:
 - 30% AMI roughly \$19,020 (single) to \$27,180 (household of four);
 - 60% AMI roughly \$38,000 (single) to \$54,000 (household of four).
 - Program can go up to 80% AMI, but focus is 30–60% due to market need.
- Unit mix (80 units):
 - 26 one-bedroom (32%)
 - 33 two-bedroom (41%)
 - 21 three-bedroom (26%)



The Project

Timeline and Development Process

- LIHTC application filing targeted for April; awards expected by June 30.
- Site under contract; acquisition contingent on environmental review (including archaeological considerations).
- Anticipated construction start: Q1 2027; duration ~14 months; initial leasing around Q2 2028.



Layers
Search
Results
Print

Ownership Information
Camp Verde Investors LLC
1916 S Gilbert Rd Ste 5
Mesa, AZ 85204-6811

Recorded Documents & Sales (2)

Date	Book/Page	Type	Cost
1/5/2022	2022-0000802	Special Warranty Deed	\$0
7/29/2021	2021-0054354	Special Warranty Deed	\$544,472

Parcel

Physical Address
N/A

Check Digit
0

Assessor Acres
6.25

Subdivision
N/A

Map Type
N/A

Local Zoning
Town Of Camp Verde
R1L-70
C2

Area

Site Plan

BUILDING INFORMATION

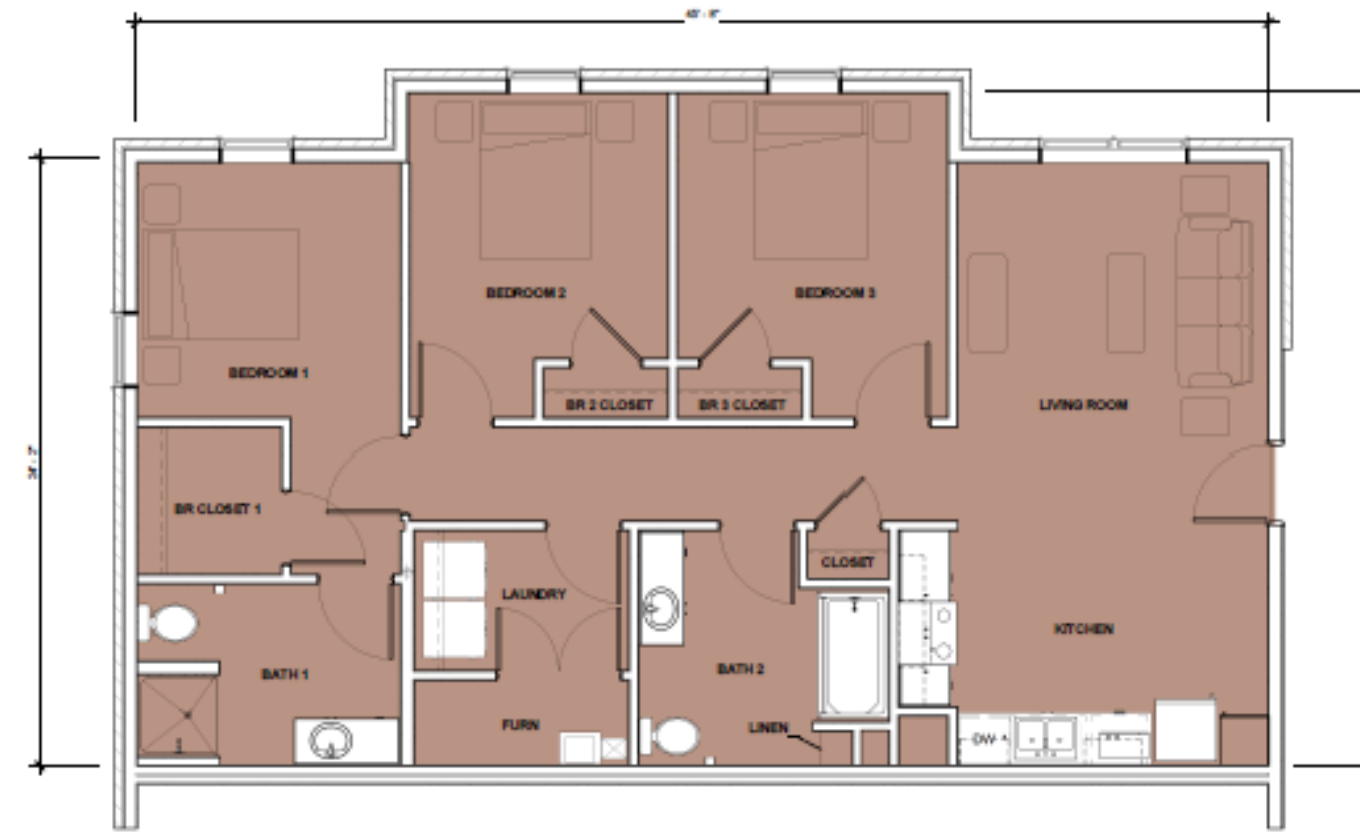
UNIT MIX		
BUILDING 1		
1.	12 - 1BD/1BA	
2.	12 - 2BD/1BA	
3.	12 - 3BD/2BA	
4.	36 - TOTAL UNITS	
BUILDING 2		
1.	14 - 1BD/1BA	
2.	21 - 2BD/1BA	
3.	09 - 3BD/2BA	
4.	44 - TOTAL UNITS	
TOTAL		
1.	26 - 1BD/1BA (32.5%)	
2.	33 - 2BD/1BA (41.25%)	
3.	09 - 3BD/2BA (26.25%)	

ZONING INFORMATION

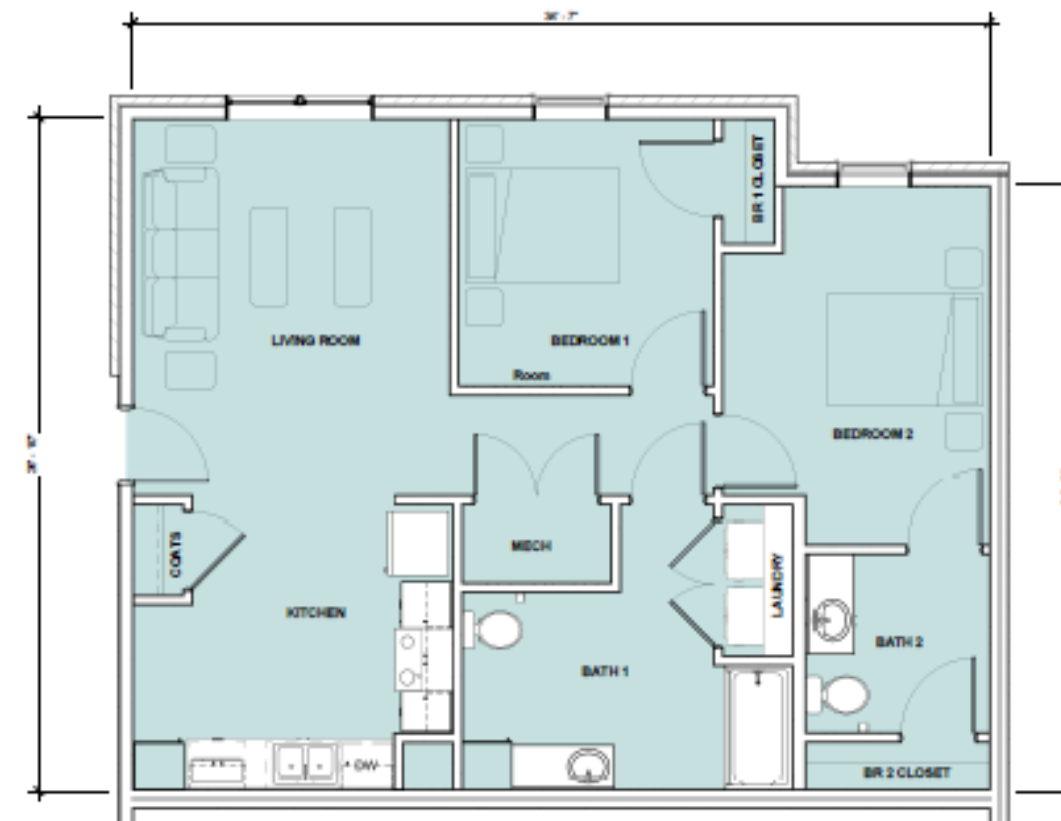
ZONING: C-2 (GENERAL COMMERCIAL)
 YAVAPAI COUNTY PARCEL ID: 403-23-106B
 ACREAGE: 6.25
 SETBACKS:
 • FRONT: 10 FT
 • SIDE: 10 FT
 • REAR: 20 FT
 HEIGHT:
 • MAXIMUM: 40 FT
 • PROVIDED: 32 FT



Floor Plans



3BR / 2BA - ENLARGED UNIT PLAN



2BR / 1.5BA - ENLARGED UNIT PLAN



1BR / 1BA - ENLARGED UNIT PLAN

Findings and Analysis

- Camp Verde is not alone in attempting to address the affordability crisis. Camp Verde is heavily reliant on Sales Tax as its primary funding source. Jobs most frequently associated with Sales Tax-based economies are heavily based in the retail industry and the sale of goods. These jobs are not paid as well as service-based occupations. This project provides apartment-style housing for residents who wish to live and work in Camp Verde and helps fill a current void in the town's housing model.
- The current mix of 80 apartment's includes the following:
 - 26 – One Bedrooms (32%)
 - 33 – Two Bedrooms (41%)
 - 21 – Three Bedroom (26%)
- The mix supports smaller households, single parents, seniors, and veteran singles.

The Request

Proposed Motion

- I move to approve support for the Montezuma Terrace Multi-Family project with a commitment to issue a loan in the amount of \$150,000 for a period not to exceed 20 years, with an agreement to waive \$50,000 of Town development fees.
- The Town will submit a letter of support to the Arizona Department of Housing (ADOH) stating the proposed new low-income housing project is within 1.1+/- miles of Urgent Care at Northern Arizona Healthcare, which employs at least 50 employees per Northern Arizona Healthcare officials' documentation.



THANK YOU

[SELECTCAMPVERDE.COM](https://selectcampverde.com)

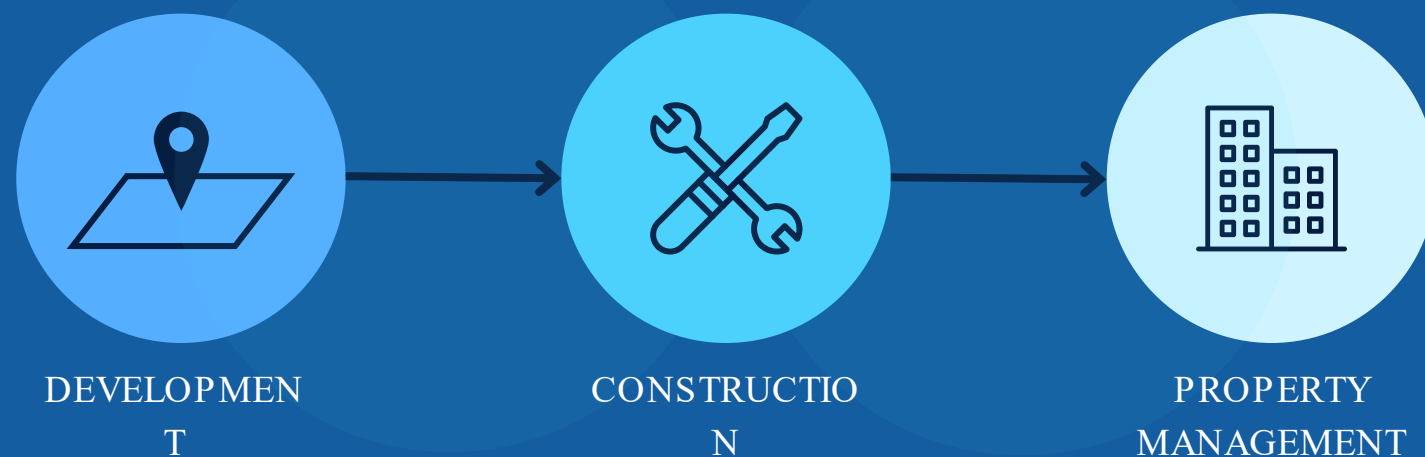
MONTEZUMA TERRACE

Town of Camp Verde



WODA COOPER COMPANIES

- Founded in 1990
- Vertically integrated employee -owned company
- 365+ communities
- 18 states
- Over 120 Green Certifications including 10 Platinum Certifications
- Committed to long -term ownership



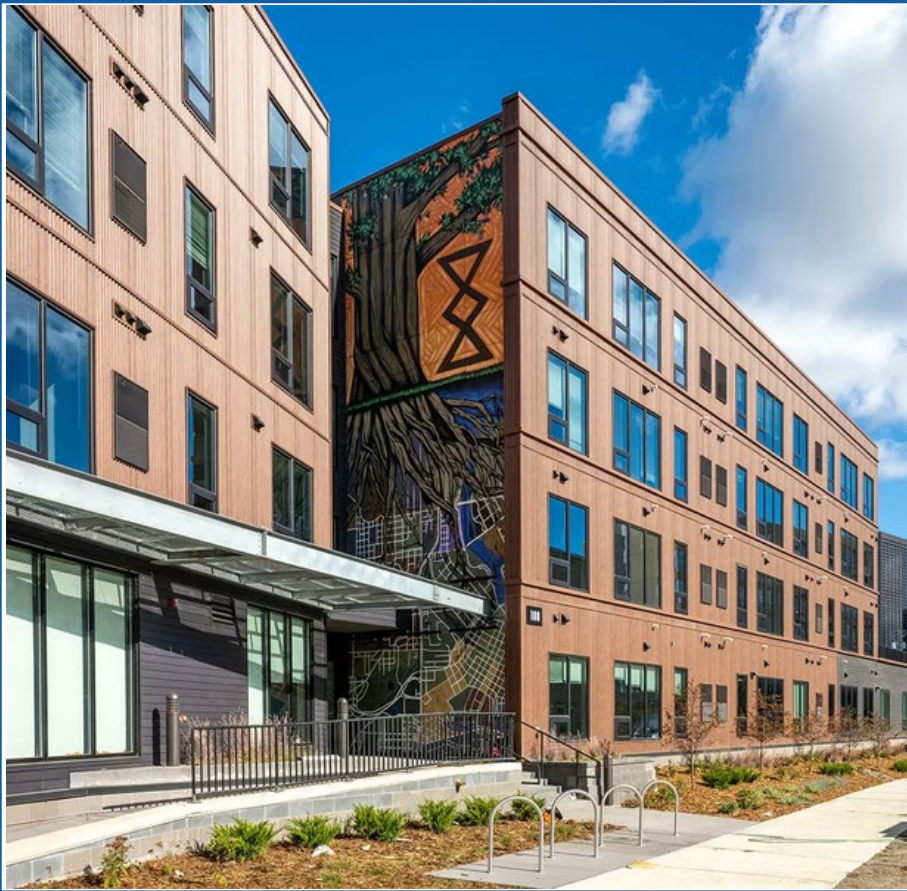
AWARD WINNING PROJECTS



THE DORIS
WHEELING, WV



SILVER
LAKES
MADISON, GA



SHELBY
COMMONS
MINNEAPOLIS, MN

AFFORDABILITY GAP IN CAMP VERDE



The average Camp Verde household earns \$58,383, meaning affordable housing should cost no more than \$1,460/month—yet many available rentals exceed this threshold.



As of 2024–2026 data from Zillow, average rents run from \$1,600–\$1,674/month, even higher for larger units.

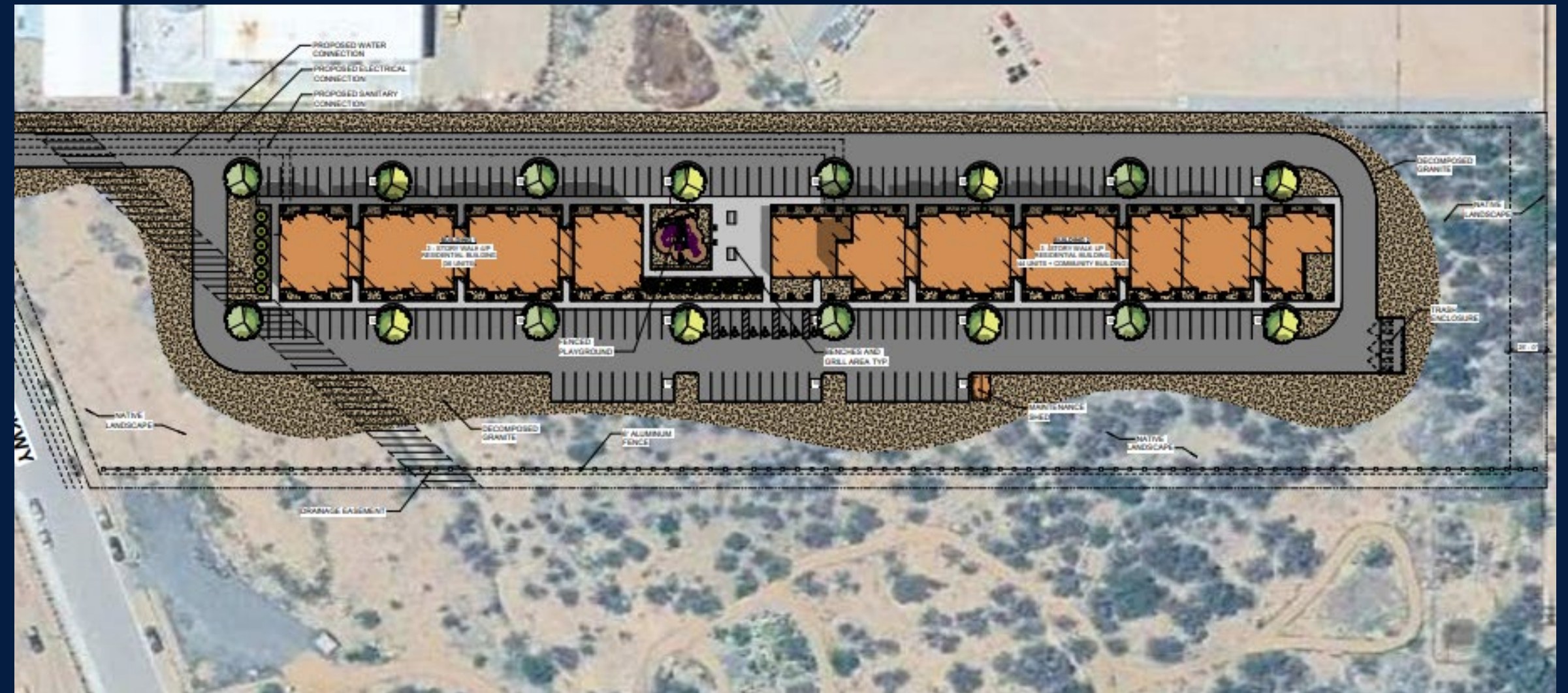


Camp Verde’s population is rising (12,608 in 2024), and local leadership stresses the shortage of both affordable and “missing middle” housing, especially for essential workers.

MONTEZUMA TERRACE

357 NORTH HOMESTEAD PARKWAY, CAMP VERDE, AZ

- 80 units
 - 26 one-bedroom
 - 33 two-bedroom
 - 21 three-bedroom
- Two 3-story buildings
- Amenities
 - Playground
 - Community room
 - Fitness center



MONTEZUMA TERRACE

357 NORTH HOMESTEAD PARKWAY, CAMP VERDE, AZ



AN ENERGY EFFICIENT COMMUNITY

NGBS Silver

Third -party verified sustainability under the ANSI-approved National Green Building Standard (NGBS), ensuring credible, independently validated performance.

Our Commitments at Union Park Lofts:

- Incorporating energy-efficient systems and design strategies to reduce building energy use.
- Using efficient plumbing fixtures and design features to reduce overall water consumption.
- Ensuring healthier indoor environments with enhanced ventilation, reduced pollutants, and thoughtful design choices.
- Establishing long-term sustainability practices for building operation, ensuring performance continues beyond construction.
- Reduced utility cost for residents.



TENANT SELECTION PROCESS

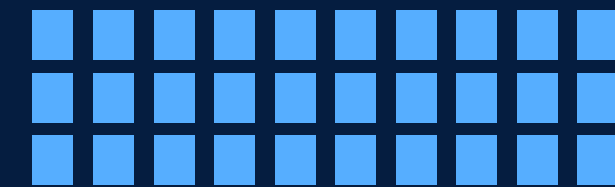
- **Goal:** Attract tenants who will be good neighbors and long -term residents
- Background Check
 - Criminal history
- Credit Committee
 - Credit history
 - Landlord heferences
 - Appeal process
- **Result:** Gives potential residents who have experienced unforeseen circumstances an opportunity to live in high -quality, attainable apartments, while screening out potential trouble tenants.

Credit Risk	Result
Apartment Debt >\$500 within 36 mo.	Reject – Committee Review Required
Negative Rental History (Write-offs/Collections)	Reject – Committee Review Required
Civil Judgements > \$2,500	Reject – Committee Review Required

COMPETITIVE PROCESS

- **Highly competitive funding**
 - Arizona only gets a limited amount of 9% tax credits each year
- **Projects are scored on a state scoring system**
 - Developer experience, project feasibility, local community support, etc.
- **Who are LIHTC properties for?**
 - People who work but can't afford rising rents (retail workers, service workers, teachers)
 - Households earning below 60% Area Median Income
 - All household types (singles, couples, families, seniors, and people with disabilities)

30 applications are submitted to Arizona Department of Housing



10 applications are awarded Section 42 Tax Credits



3 of those awards are designated for rural projects



REQUEST FOR CAMP VERDE

- \$150,000 Below -Market Loan (City -supported soft financing)
- \$50,000 in Local Fee Waivers (waivable impact, building, and/or permit fees)

These commitments directly improve Arizona Department of Housing scoring for local financial participation.

5. BELOW MARKET LOANS AND LOCAL SUPPORT

Maximum of twenty-five (25) points.

LOCAL GAP FINANCING

Loans committed from any of the following sources will receive ten (10) points.

- Community Development Block Grant;
- HOME Investment Partnership (from a non-ADOH source);
- Native American Housing Assistance and Self Determination Act;
- Established Tribal or local government housing programs;
- Public Housing Authority resources;
- Federal Home Loan Bank Affordable Housing Program;
- Other sources from governmental agencies.

Minimum loan amounts required:

- \$500,000 per project for projects located in Metro area
- \$100,000 per project for projects located in Rural/Balance of State and Tribal

For scoring purposes, ADOH:

- may disregard a source affiliated with a Principal (excluding tribes and public housing authorities);
- will reduce the amount from a local government by the cost of any land to be sold to the ownership entity by that local government.

LOCAL FEE WAIVERS

ADOH will award five (5) points for projects in which the local government commits in writing to waive what would have been impact, utility, or other fees totaling at least:

- \$100,000 per project for projects located in Metro;
- \$50,000 per project for projects located in Rural/Balance of State and Tribal.

THANK YOU

Connect with us.

OMER SARIG
(216)316-7224
OSARIG@WODAGROUP.COM

ANDREW SPEICHER
(614)725-6807
ASPEICHER@WODAGROUP.COM



BUILDING INFORMATION

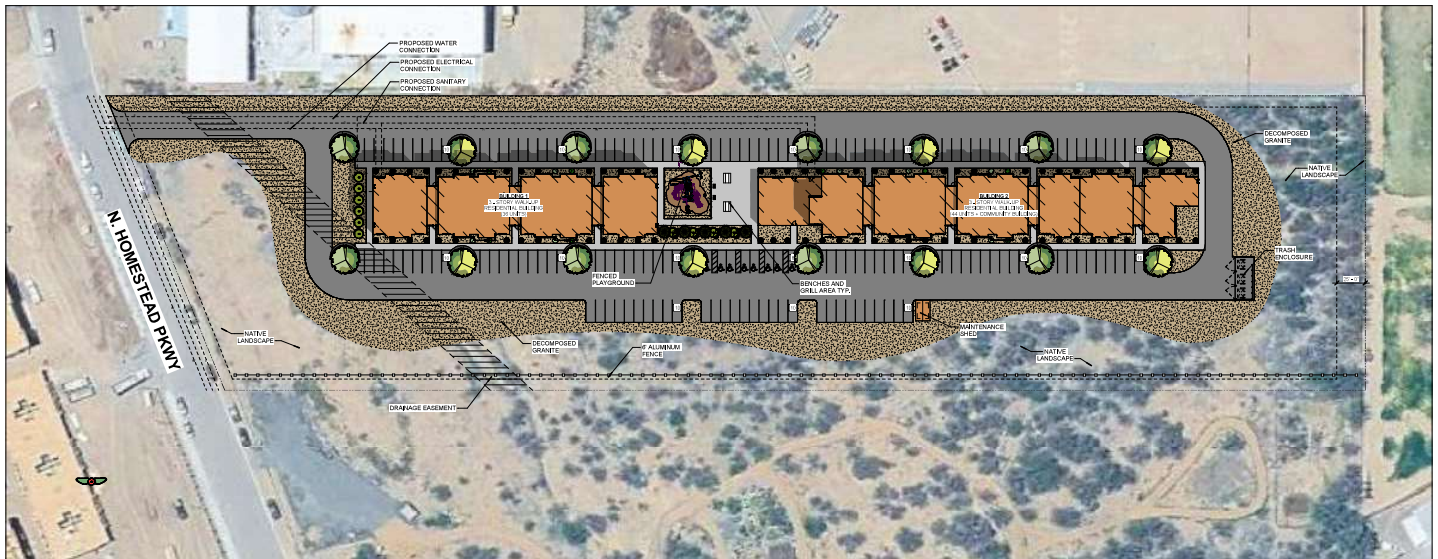
UNIT MIX	
BUILDING 1	
1. 12 • 1BD/1BA	
2. 12 • 2BD/1BA	
3. 12 • 3BD/2BA	
4. 36 • TOTAL UNITS	
BUILDING 2	
1. 14 • 1BD/1BA	
2. 21 • 2BD/1BA	
3. 09 • 3BD/2BA	
4. 44 • TOTAL UNITS	
TOTAL	
1. 26 • 1BD/1BA (32.5%)	
2. 33 • 2BD/1BA (41.25%)	
3. 21 • 3BD/2BA (26.25%)	
4. 80 • TOTAL (100.00%)	

ZONING INFORMATION

ZONING: C-2 (GENERAL COMMERCIAL)
YAVAPAI COUNTY PARCEL ID: 403-23-106B
ACREAGE: 6.25
SETBACKS:
• FRONT: 10 FT
• SIDE: 10 FT
• REAR: 20 FT
HEIGHT:
• MAXIMUM: 40 FT
• PROVIDED: 32 FT

PARKING CALCULATIONS

PER ZONING:
RESIDENTIAL APARTMENTS,
2.0 SPACE / UNIT
REQUIRED:
80 UNITS X 2.00 = 160 SPACES
PROVIDED: 168 SPACES





RENDERINGS | PR-9

MONTEZUMA TERRACE

357 NORTH HOMESTEAD PARKWAY / CAMP VERDE / AZ / 86322

FEBRUARY 27, 2026

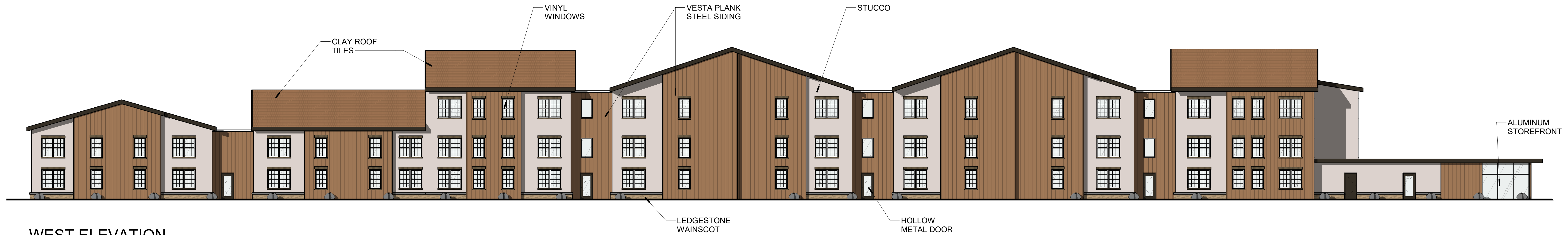


RENDERINGS | PR-8

MONTEZUMA TERRACE

357 NORTH HOMESTEAD PARKWAY / CAMP VERDE / AZ / 86322

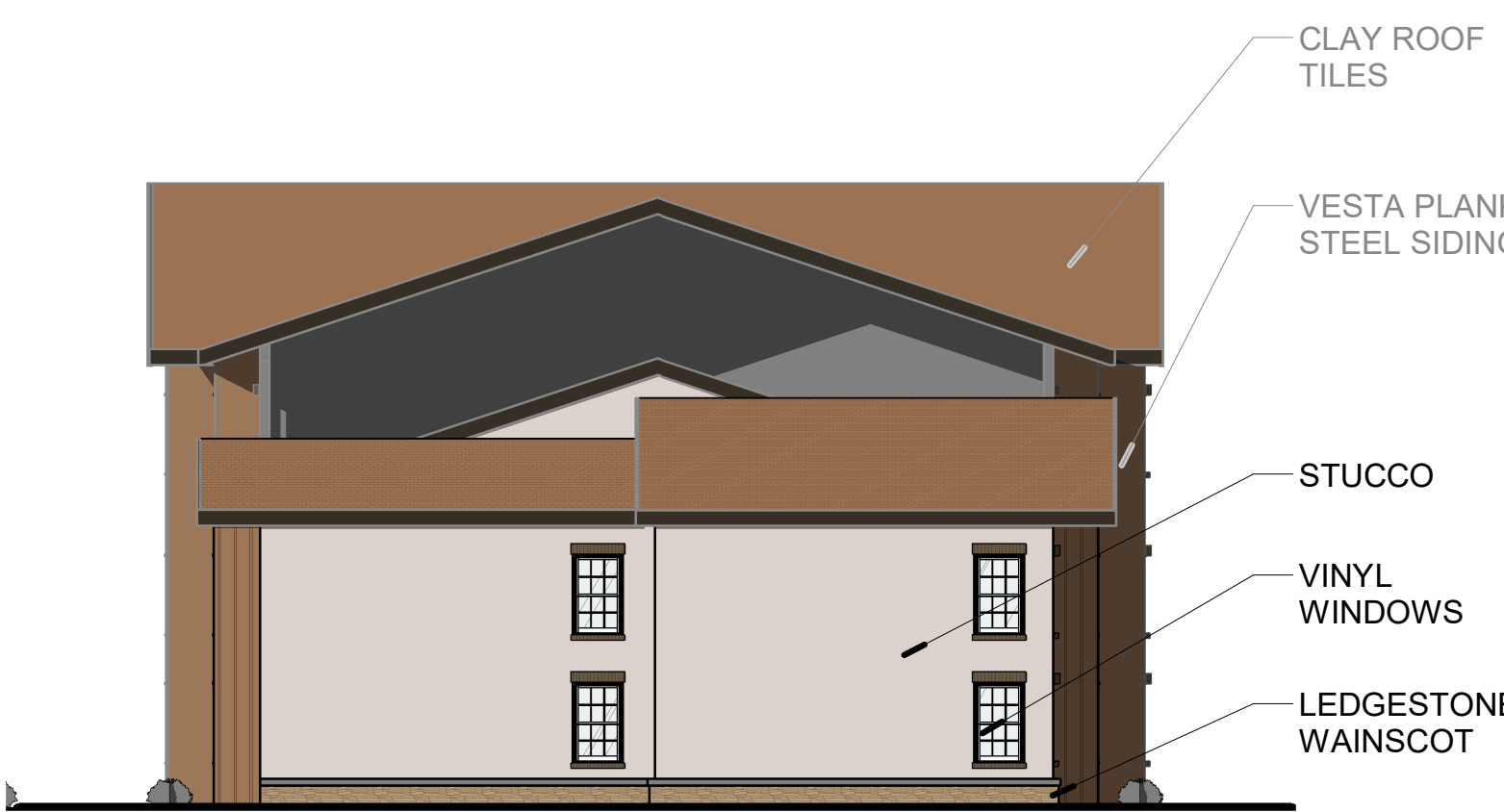
FEBRUARY 27, 2026



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



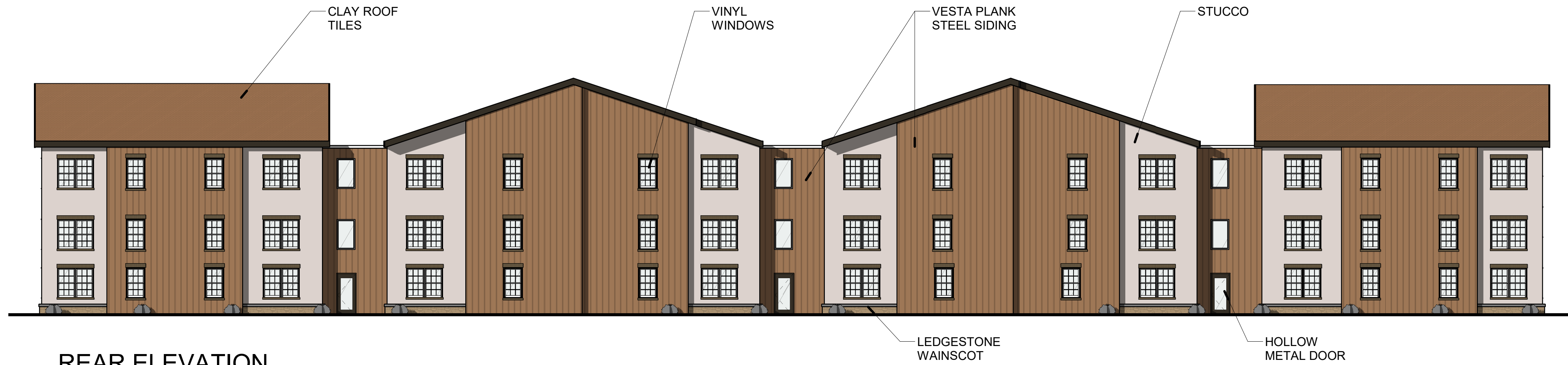
EAST ELEVATION

BLDG B EXTERIOR ELEVATIONS | PR-7

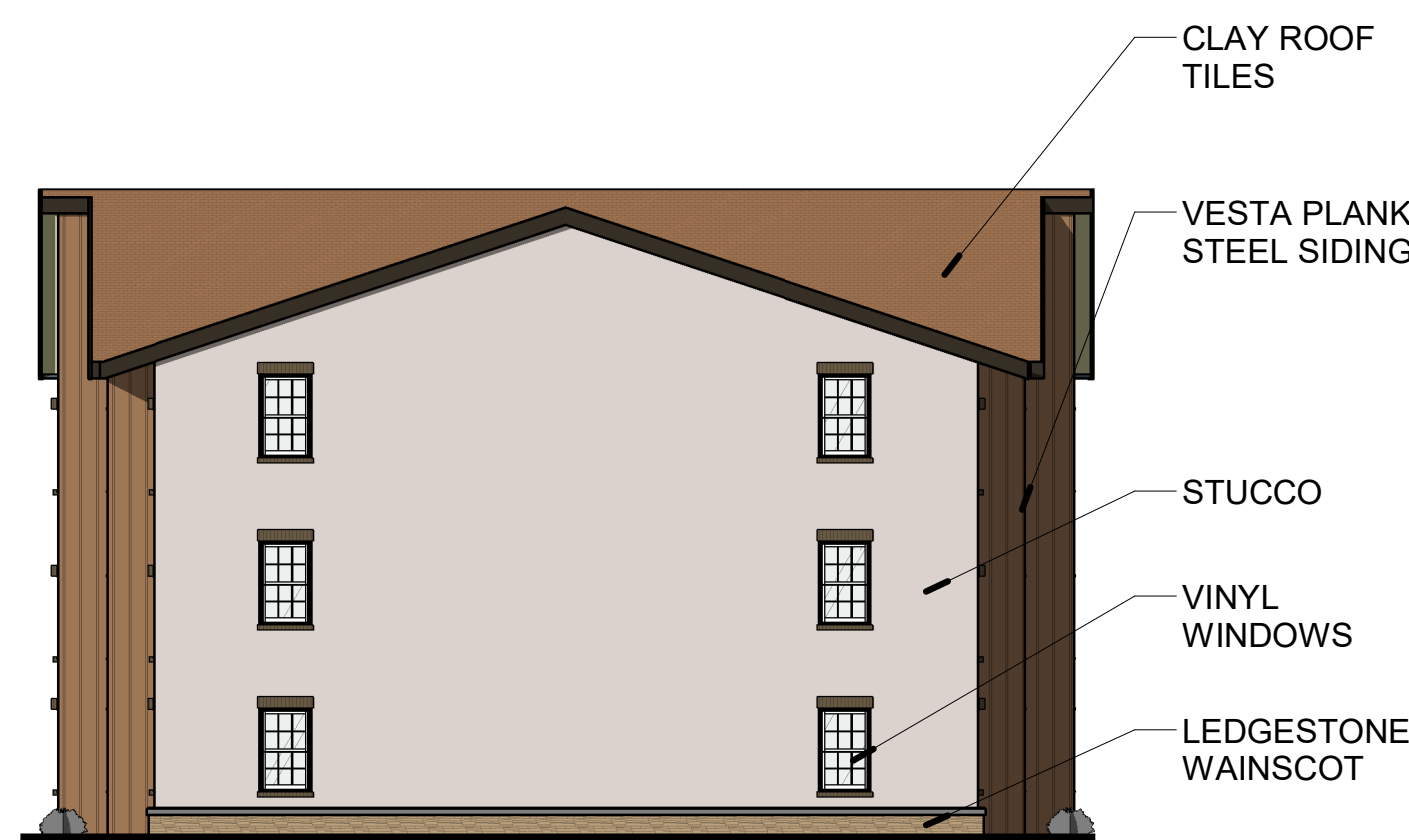
MONTEZUMA TERRACE

357 NORTH HOMESTEAD PARKWAY / CAMP VERDE / AZ / 86322

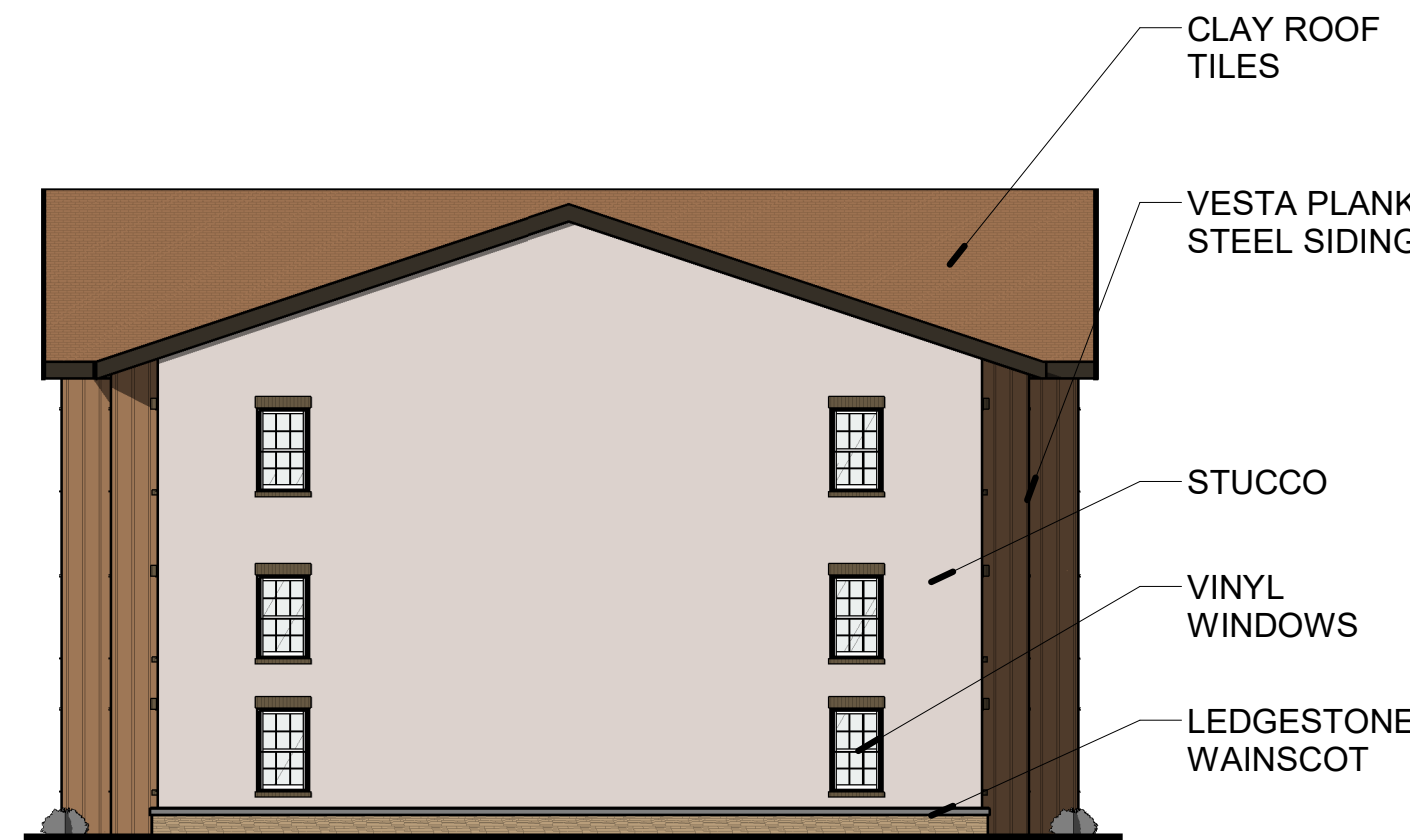
FEBRUARY 27, 2026



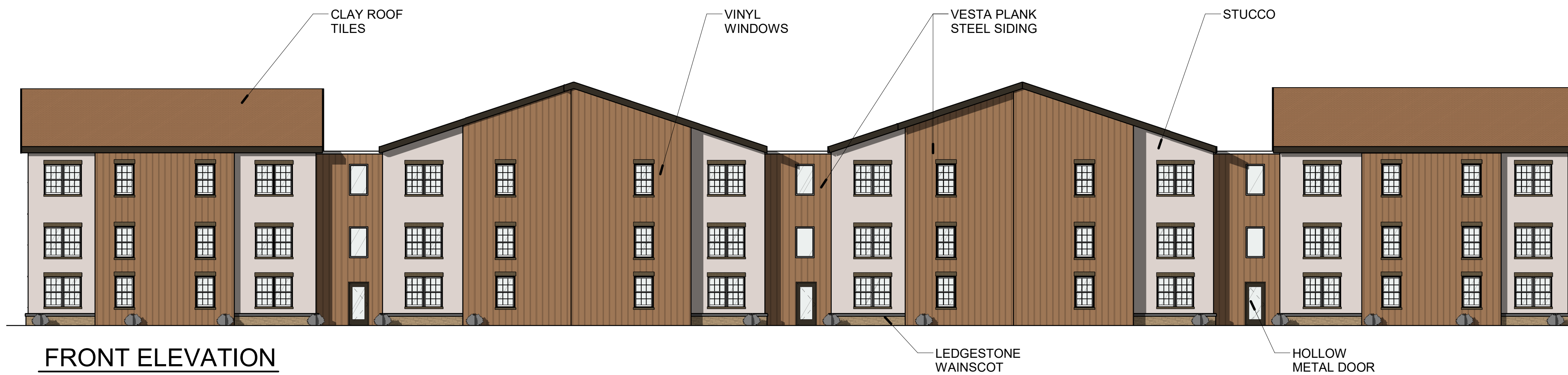
REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



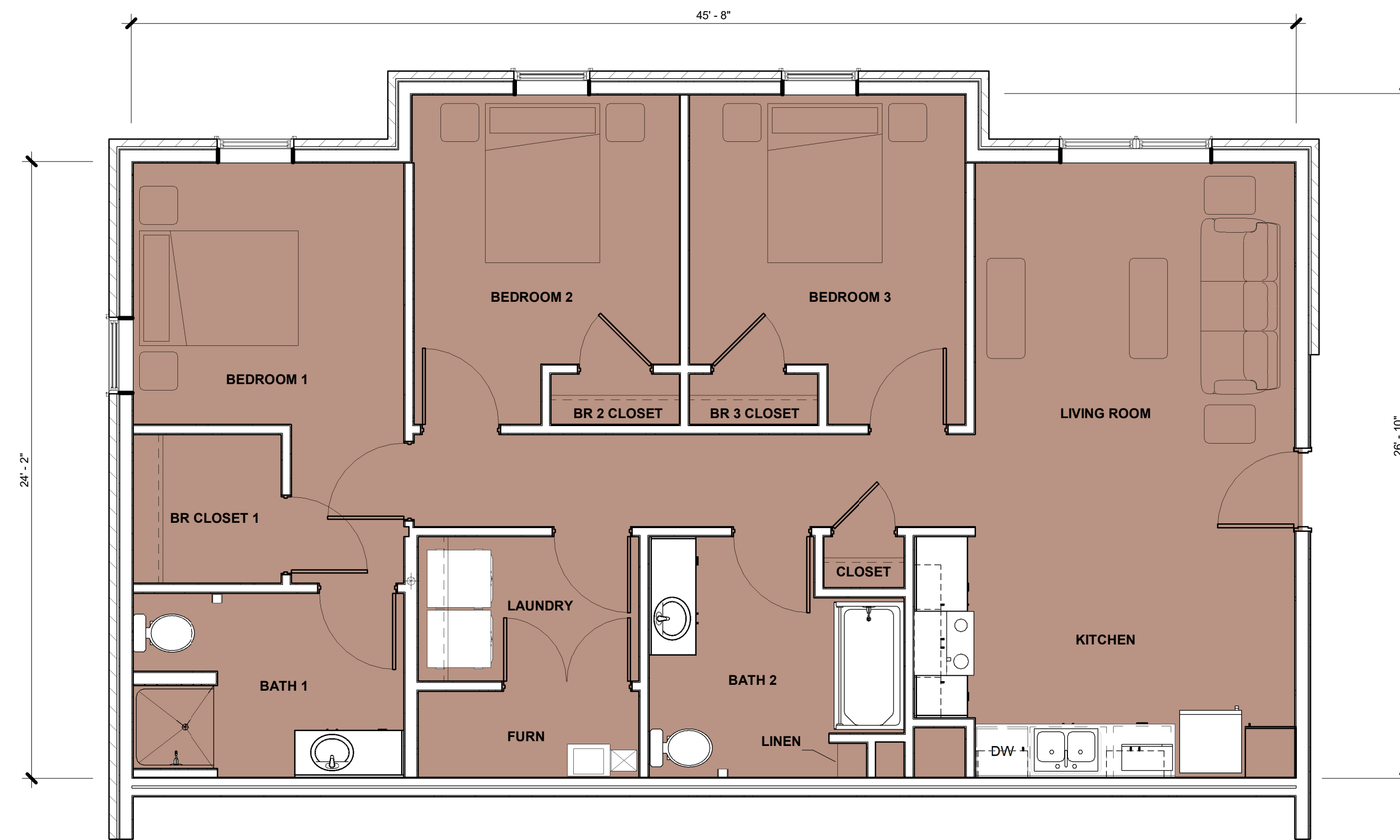
FRONT ELEVATION

BLDG A EXTERIOR ELEVATIONS | PR-6

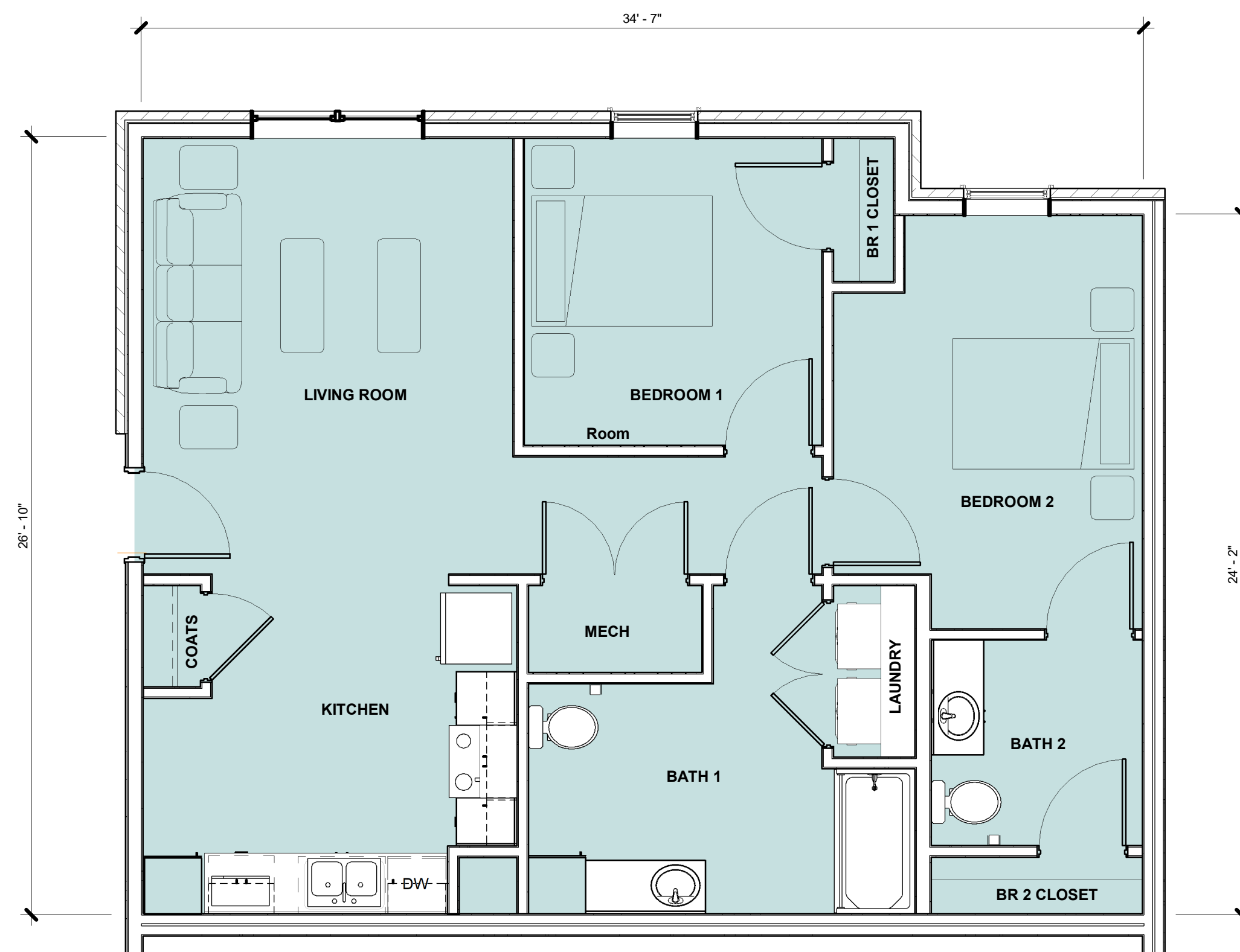
MONTEZUMA TERRACE

357 NORTH HOMESTEAD PARKWAY / CAMP VERDE / AZ / 86322

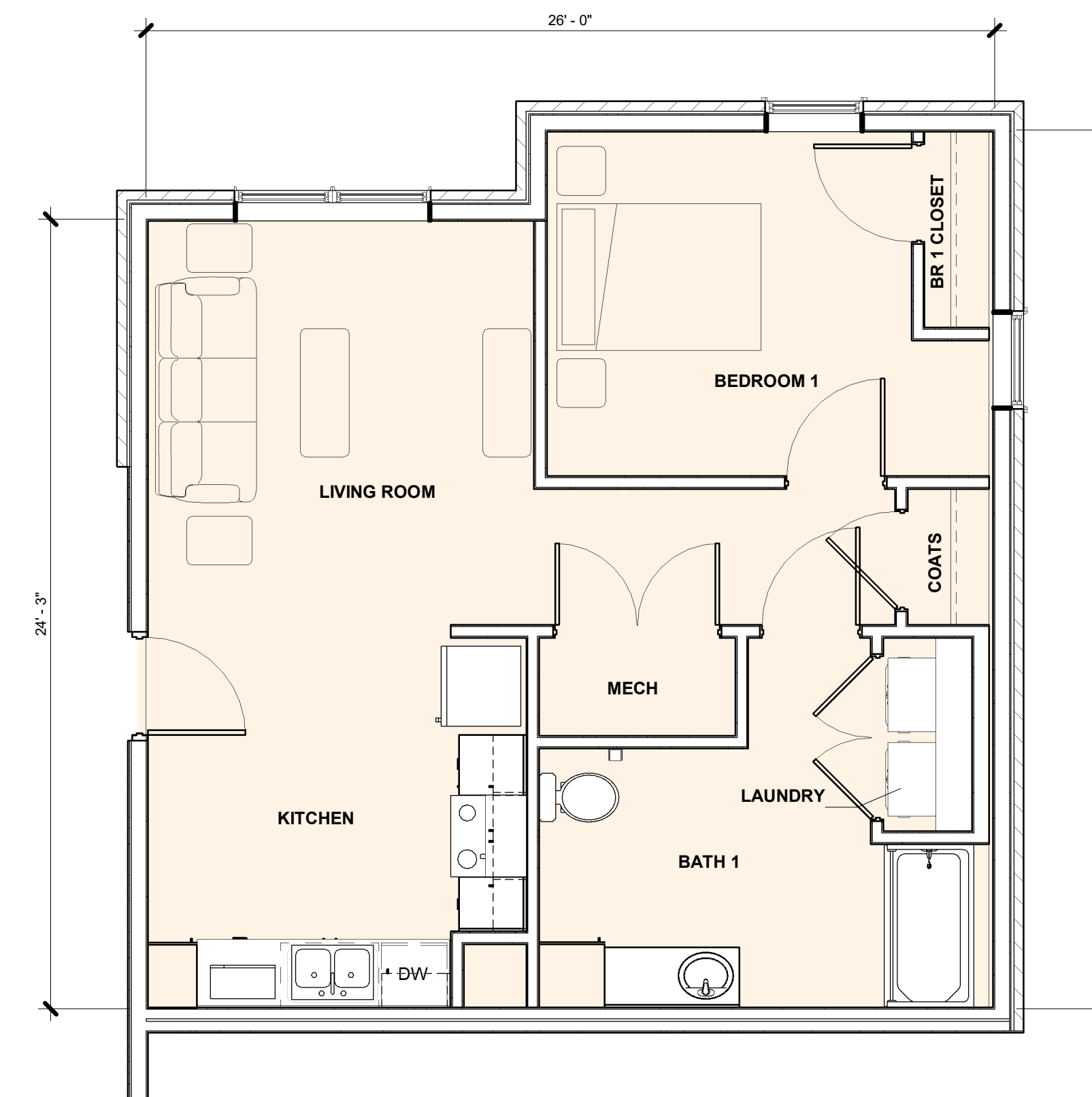
FEBRUARY 27, 2026



3BR / 2BA - ENLARGED UNIT PLAN



2BR / 1.5BA - ENLARGED UNIT PLAN



1BR / 1BA - ENLARGED UNIT PLAN

ENLARGED UNIT PLANS | PR-5

MONTEZUMA TERRACE

357 NORTH HOMESTEAD PARKWAY / CAMP VERDE / AZ / 86322

FEBRUARY 27, 2026



Town of Camp Verde

Gateway to the Verde Valley

◆ 473 S. Main Street, Suite 102 ◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.554.0023 ◆ Fax: 928.554.0023 ◆

◆ www.campverde.az.gov ◆

March 12, 2026

Mr. Joseph McCabe, Sr. Vice President
Woda Cooper Companies, Inc.
500 South Front Street, 10th Floor
Columbus, OH 43215

Dear Mr. McCabe,

The Town of Camp Verde acknowledges receipt of your request seeking financial support for the development of Montezuma Terrace, a new construction, eighty (80) unit affordable housing community for families and residents of all ages. We understand the development is to be located at 360 North Homestead Parkway, in the Gateway Interchanges area. The site will also have an integrated clubhouse as well as on-site management, playground, grilling station, and outdoor seating area.

A review indicates the development is eligible and will be considered for funding under the Town of Camp Verde's GAP Loan program. The requested funding is \$150,000. The Loan repayment term will be twenty (20) years and accrue interest at rate of the lesser of two percent (2%) per annum or the Long-Term Applicable Federal Rate for the month of December of each year of the Loan. Commencing on the Payment Due Date, and continuing the same day of each year thereafter until the Maturity Date, the development shall pay to Campe Verde the greater of: (i) One Thousand and No/100ths Dollars (\$1,000.00); or (ii) two percent (2%) of the surplus cash flow for the Property. If not sooner paid, the entire principal balance, together with all accrued and unpaid interest shall be due and payable at the end of the twenty (20) year term.

This commitment is conditioned upon the receipt of a 2026 reservation of 9% Section 42 Low Income Housing Tax Credits (LIHTC) from The Arizona Department of Housing (ADOH), and an executed Deed of Trust, Promissory Note, a Declaration of Covenants, Conditions, and Restrictions, and Subordination Agreements. Underwriting will continue to determinate the cost reasonableness of the development and to complete due diligence documentation. The development would be funded as a 2027 commitment. The Town's participation is contingent upon completion of all necessary documentation to the satisfaction of the Town, compliance with all Federal, County and Town regulations and policies, and completion of any necessary environmental reviews. Final loan documents are subject to approval by Town Council prior to Closing of the GAP Loan.

Sincerely,

Mayor Marie Moore





Town of Camp Verde

Gateway to the Verde Valley

◆ 473 S. Main Street, Suite 102 ◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.554.0023 ◆ Fax: 928.554.0023 ◆

◆ www.campverde.az.gov ◆

March 18, 2026

Joseph McCabe, Sr. Vice President
Woda Cooper Companies, Inc.
500 South Front Street
Columbus, OH 43215

RE: Camp Verde – Montezuma Terrace Local Fee Waivers

Dear Mr. McCabe,

The Town of Camp Verde has the authority to waive certain types of fees for qualifying development. The Town of Camp Verde, in partnership with Woda Cooper Development, Inc., is committed to supporting the development of affordable housing within the Camp Verde community through the construction of Montezuma Terrace (the "Project"). The Town agrees to waive \$50,000 in fees for the Project.

The fee waiver may include, but not be limited to, impact fees, utility connection fees, plan review fees, permit fees, and/or other development related fees customarily assessed in connection with the Project. This commitment is for the express purpose of supporting the Project's application for Low Income Housing Tax Credits administered by the Arizona Department of Housing ("ADOH") and satisfy local government financial support for developments located in Rural / Balance of State areas. This commitment is conditioned upon the receipt of a 2026 reservation of Section 42 9% Low Income Housing Tax Credits from the ADOH.

The fees to be waived and the timing of such waivers shall be determined in accordance with applicable local Town ordinances, resolutions, policies, and administrative procedures; provided, any fees not able to be waived or covered under Town ordinance, resolution, policies and administrative procedures, or in substantial excess of the \$50,000 amount, are the responsibility of Woda Cooper Development, Inc.

Please contact me if you have any questions.

Sincerely,

Mayor Marie Moore





Town of Camp Verde

◆ 473 S. Main Street, Suite 102 ◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.554.0023 ◆ Fax: 928.554.0023 ◆

◆ www.campverde.az.gov ◆

March 12, 2026

Joseph McCabe, Sr. Vice President
Woda Cooper Companies, Inc.
500 South Front Street
Columbus, OH 43215

Subject: Major Employer near proposed "Montezuma Terrace"
360 North Homestead Parkway, Camp Verde, Arizona 86322

Dear Mr. McCabe,

To support your application to the Arizona Department of Housing ("ADOH"), the Town of Camp Verde, as the applicable local government body, notes that the subject site at 360 North Homestead Parkway, Camp Verde, AZ 86322, and proposed for new low income housing, is eligible for Employment Center Amenity points under the 2026-2027 Arizona Department of Housing (ADOH) Qualified Allocation Plan (QAP). It is located within 1.1+/- miles of Immediate Care at Northern Arizona Healthcare. Northern Arizona Healthcare is located at 1298 Finnie Flat Road, Camp Verde, AZ 86322.

At the time of your application to ADOH, Northern Arizona Healthcare has 50 year-round, full-time employees at the location. This is greater than the fifty full-time employee requirement for Rural / Balance of State Developments in the Employment Center amenity category and is less than four (4) miles from the proposed housing site.

Please let us know if you have any additional questions or require any clarifications.

Sincerely,

Mayor Marie Moore





Community Revitalization Plan Certification

Project Name: Montezuma Terrace

Date: 2/24/2026

Please input the below required information and provide any applicable documentation as requested:



As of the application deadline, a local government formally adopted the following plan:

Town of Camp Verde 2016 General Plan (plan name) to revitalize a defined geographic area (CRP) containing the proposed site.

The date of adoption of the plan is August 30, 2016.

The project is in the CRP as defined on page 44 (insert page number of plan defining geographic area project is located in).

A standard land use, comprehensive or general plan is ineligible unless it contains a specific revitalization area where the site will be located (Applicant/Developer to attach plan at Tab F).



Completing the property proposed in the application would contribute to one or more of the CRP's stated goal(s) (Applicant/Developer to attach reference to applicable section in plan at Tab F).

The project contributes to the following goals:

Goal A: Promote regional commercial and employment opportunities -and- Goal A.4: Promote commercial and mixed use development adjacent to State Route 260 and adjacent to Finnie Flat Road

Goal C: Maintain the rural, residential and agricultural character of the area. -and-Goal C.4: For new construction encourage site built housing.

The goals can be found on page number(s) 46-47 of the CRP.



The local government has made or is committed to making specific investments in non-housing infrastructure, amenities, or services beyond developing the proposed property. A Neighborhood Revitalization Plan and Indian Housing Plan will qualify if it meets the above criteria. (Applicant/Developer to attach documentation demonstrating commitment or investment at Tab F).

The following specific investments in non-housing infrastructure, amenities, or services beyond developing the proposed property:

"The industrial section is home to several heavy commercial businesses and has the advantage of being located directly off Interstate 17. A new campus for Northern Arizona Healthcare will improve medical services to the community and visitors."

"A riverfront trail system is being planned along the Verde River... access will be coordinated with any future planned development of residential subdivisions and commercial properties that includes a new home for the Verde Valley Archaeology Center."

The specific investments can be found on page number(s) 43 of the CRP.



Please provide a clear map showing the CRP area from the local government and attach to this form. Please attach a second map that the project is located within the boundaries of the map above.

The applicable local government certifies the following:



The local government certifies that no Principal initiated the CRP being adopted (other than a public housing authority or a related entity) and confirms the Plan meets the criteria above.



The local government certifies that the above mentioned plan is still valid and in effect.

Name
Title
Address
City

Phone
Fax
E-mail Address
State and Zip

Signature of Authorized Signatory of Local Government Agency

Date

When recorded, return to:

Reno & Cavanaugh
Attn: Efrem Levy, Esq.
455 Massachusetts Ave, NW, Suite 400 Washington, DC 20001

GAP LOAN DEED OF TRUST

DATE: January __, 2027

PARTIES:

Trustor:	Montezuma Terrace Limited Partnership, an Arizona limited partnership
Trustor's Address:	500 South Front Street, 10th Floor Columbus, OH 43215 Attn: Jeffrey J. Woda
Trustee:	Commonwealth Land Title Insurance Company, an Arizona corporation
Trustee's Address:	2390 East Camelback Road, Suite 230 Phoenix, Arizona 85016
Beneficiary:	Town of Camp Verde, an Arizona municipality
Beneficiary's Address	473 S. Main Street, Suite 102, Camp Verde, Arizona 86322

1. **GRANT IN TRUST.** For good and valuable consideration, Trustor irrevocably grants to Trustee, its successors and assigns, in trust, pursuant to the terms and conditions set forth in this GAP Loan Deed of Trust (this “**Deed of Trust**”), with the power of sale and right of entry and possession, all of Trustor’s right, title, and interest in and to that certain real property located in Yavapai County, Arizona, and legally described on the attached **Exhibit A** (the “**Premises**”), subject to all matters of record as of the date of this Deed of Trust, together with all buildings and improvements now or hereafter erected thereon, and all fixtures attached to or used in connection with the Premises (including, without limiting the generality of the foregoing, all ventilating, heating, air conditioning, refrigeration, plumbing and lighting fixtures), together with all leases, rents, issues, profits, or income therefrom (hereinafter “**Property Income**”), subject however, to the right, power and authority hereinafter given to Beneficiary to collect and apply such Property Income. All property or other rights, including, without limitation, the Premises, granted, transferred, and assigned to Trustee under this Deed of Trust shall be referred to collectively as

the “**Trust Property.**”

2. SECURED OBLIGATION. This Deed of Trust has been executed and delivered by Trustor for the purpose of securing the payment of all indebtedness evidenced by that certain GAP Loan Promissory Note of even date in the original principal amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) executed by Trustor as “Maker” and delivered to Beneficiary as “Payee” (the “**Promissory Note**”).

3. COVENANTS OF TRUSTOR.

(a) Trustor shall pay before delinquent all taxes and assessments of every type or nature affecting the Trust Property.

(b) Trustor shall provide and maintain policies of fire and casualty insurance on the Trust Property in an amount not less than the full replacement cost of the improvements, fixtures, and equipment comprising any part of the Trust Property, if any, together with public liability insurance in an amount or amounts reasonably satisfactory to the Beneficiary and shall name Beneficiary as additional insured. Trustor shall provide Beneficiary with certificates properly evidencing the policies of such insurance.

(c) Trustor shall keep the Trust Property in good condition and repair, not commit or permit any waste of the Trust Property, and keep the Trust Property free of rubbish and other unsightly or unhealthful conditions.

(d) Trustor shall promptly complete any improvements that may be commenced on or in connection with the Trust Property in a good and workmanlike manner and shall pay when due all claims for work performed or materials furnished, or both, on or in connection with the Trust Property or any part thereof, and shall pay, discharge, or cause to be removed, all mechanic’s, artisan’s, laborer’s, or materialman’s charges, liens, claims of liens, or encumbrances upon the Trust Property. However, Trustor may contest in good faith the validity or amount of any charge, lien, claim of lien, or encumbrance by appropriate proceedings provided by law, provided that upon a final determination with respect to any charge, lien, claim of lien, or encumbrance, Trustor will promptly pay any sums found to be due.

(e) Trustor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Trust Property and shall not suffer or permit any act to be done in or upon the Trust Property in violation of such laws.

(f) Trustor shall not place, release, dispose or generate any toxic or hazardous waste or substance on, under, or over the Trust Property in violation of any applicable law or regulation.

(g) Trustor shall pay to Trustee and Beneficiary, respectively, promptly upon demand, all sums of money that they shall advance on Trustor’s behalf pursuant to any of the provisions of this Deed of Trust, together with interest upon such amount(s), until repaid, from the time of the payment, at the rate of interest specified in the Promissory Note.

4. EVENTS OF DEFAULT. Trustor shall be in default under this Deed of Trust if any of the following (each an “**Event of Default**”) shall occur:

(a) Trustor's failure to perform any obligation or agreement in this Deed of Trust, if such failure continues for 30 days following written notice by Beneficiary to Trustor specifying, in reasonable detail, the failure; provided, however, that if by its nature such failure is not curable within 30 days, Trustor shall be entitled to additional time to effectuate such a cure as long as Trustor diligently attempts to cure the default;

(b) The filing of an involuntary petition under any bankruptcy statute, as now in effect or as hereafter amended, against Trustor, or if Trustor shall allow the appointment of a receiver, trustee, conservator, or liquidator, of all or any part of the Trust Property, or if any of the Trust Property shall be levied upon by virtue of any execution, attachment, tax levy, or other writ and the involuntary petition, appointment, levy, or filing, as the case may be, is not released, stayed, bonded or insured against in favor of Beneficiary, satisfied or vacated within 90 days after the occurrence;

(c) Upon the filing of a petition under Title 11 of the United States Code or any other national or state bankruptcy statute, as now in effect or as hereafter amended, by Trustor, or if Trustor shall make an assignment for the benefit of its creditors, or admit in writing its inability to pay its debts as they become due;

(d) Trustor's default under the Promissory Note as provisioned for in the Promissory Note;

(e) The sale or attempted sale of the Trust Property or any part thereof by Trustor without the consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned, or delayed;

(f) The removal or attempted removal by Trustor of any property included in the Trust Property without the consent of Beneficiary; or

(g) Abandonment of the Trust Property by Trustor.

5. REMEDIES UPON DEFAULT. If an Event of Default occurs:

(a) Beneficiary may declare all sums secured hereby and under the Promissory Note to be immediately due and payable by delivery to Trustee of written notice, setting forth the nature of the default and specifying the total amounts due and owing. The rights of Beneficiary hereunder shall be subject to the rights of the Senior Liens (defined below).

(b) Beneficiary's written notice may also contain an election to cause the Trust Property to be sold under this Deed of Trust. If Beneficiary elects to cause the sale of the Trust Property, Beneficiary shall deposit with Trustee this Deed of Trust, the Promissory Note, and all documents evidencing expenditures secured hereby. Trustee shall record and give such notices of Trustee's sale in the manner required by Arizona law, and after the lapse of time required by law, Trustee, under the power of sale granted by this Deed of Trust, shall sell the Trust Property at the time and place fixed in the notice of Trustee's sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed conveying the Trust Property sold, but without any covenant or warranty, express or implied. Any person, including Trustor, Trustee, or Beneficiary may purchase the Trust Property at the sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including costs to insure or obtain evidence of title in connection with the Trustee's sale, Trustee shall apply the proceeds of sale: (i) first, to payment of all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the rate of interest in effect after default on the indebtedness outstanding under the Promissory Note; (ii) second, to sums due under the Promissory Note; and (iii) the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. §33-812, or any similar or successor statute.

(c) In lieu of sale pursuant to the power of sale conferred hereby, at the option of Beneficiary, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Except as otherwise provided in this Deed of Trust, Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity, specifically including but not limited to those described in A.R.S. §33-702B or any similar or successor statute.

All rights and remedies of Beneficiary set forth in this Deed of Trust shall be cumulative. Beneficiary may enforce any one or more remedies or rights granted under this Deed of Trust successively or concurrently at Beneficiary's option.

6. SUBORDINATION. Beneficiary agrees that this Deed of Trust is and shall remain subordinate to any of the mortgages or other voluntary liens and encumbrances described in the order of priority set forth in Exhibit B attached hereto (the "**Senior Liens**").

7. STANDSTILL. Notwithstanding anything to the contrary contained herein, for a period commencing on the date hereof and continuing until the end of the Standstill Period (as such term is defined in the Promissory Note), Beneficiary shall have no right to declare a default, accelerate the indebtedness, or pursue any other right or remedy under this Deed of Trust. Beneficiary waives no rights or remedies it may have hereunder, but merely agrees not to enforce those rights or remedies until the end of the Standstill Period.

8. ASSIGNMENT OF PROPERTY INCOME. As additional security and subject to the rights of the Senior Liens, Trustor hereby gives Beneficiary the right, power and authority during the continuance of this Deed of Trust, to collect the Property Income, reserving to Trustor the right, prior to any Event of Default by Trustor, to collect and retain such Property Income as it becomes due and payable.

9. CASUALTY, CONDEMNATION AND EMINENT DOMAIN. Subject to the rights of the Senior Liens, Trustor represents, warrants and agrees that if the Trust Property, or any portion thereof or any improvement thereon, shall be damaged or destroyed or shall be condemned or acquired for public use, that the proceeds of any such condemnation or acquisition are hereby assigned in full and paid to the Beneficiary, who shall cause such proceeds to be used to repair and restore the same to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter operate the Trust Property in accordance with the terms of the Promissory Note and this Deed of Trust. Provided, however, that if repair or restoration of the Trust Property is not practicable, Trustor shall not be obligated to repair or restore the Trust Property, and an award of damages under this paragraph up to the amount of the unpaid principal and accrued interest of the Promissory Note may be retained by Beneficiary and any remaining balance shall be paid to Trustor. Beneficiary shall be a party to any agreement

relating to the use of condemnation proceeds or insurance proceeds from damage to the Trust Property to repair and restore the Trust Property. Beneficiary may, at Beneficiary's option, appeal from any such award in the name of Trustor. Notwithstanding anything to the contrary contained herein in the event of damage or destruction, or condemnation or acquisition for public use, of the Trust Property, the Beneficiary shall permit insurance proceeds and/or condemnation proceeds to be used to rebuild the Trust Property provided that sufficient funds are provided from insurance proceeds, condemnation proceeds and other sources to effectively rebuild the Trust Property to a multifamily housing complex.

10. GENERAL PROVISIONS.

(a) All judgments, awards of damages, and settlements made as a result of or in lieu of any condemnation or other proceedings for public use of or for any damage to the Trust Property or any part thereof and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary. Beneficiary shall have the right to participate in any such proceedings, and Trustor shall not settle or otherwise resolve any such proceedings or execute or deliver any deed in lieu thereof without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. Beneficiary may, at its option, apply such proceeds or any part thereof to the payment of interest due on the indebtedness secured hereby, the reduction of the principal amount of such indebtedness, or Beneficiary may release such proceeds or any part, to Trustor.

(b) Trustee may resign by mailing or delivering notice to Beneficiary and Trustor and Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust. The title conveyed to Trustee shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the Trust Property is situated.

(c) The trust created by this Deed of Trust is irrevocable.

(d) The Trust Property shall be released from the lien created by this Deed of Trust upon the written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, and upon surrender of this Deed of Trust and the Promissory Note to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the entire estate in the Trust Property then held by Trustee; provided, however, that the grantee in the final reconveyance may be designated and described as the "person or persons legally entitled thereto," or by other appropriate terms.

(e) This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto. The term Beneficiary shall mean the owner and holder of the Promissory Note secured hereby, whether or not named as Beneficiary herein. This Deed of Trust was prepared after negotiations by and between Trustor and Beneficiary; the fact that it has been typed by one party does not require the language of this Deed of Trust to be strictly interpreted against either Trustor or

Beneficiary.

(f) Trustor hereby requests that a copy of any notice of sale be mailed to it at its address set forth above.

(g) If from any circumstances whatsoever, payment or performance of any provision of this Deed of Trust or of the Promissory Note secured hereby, at the time performance of such provision shall be due, shall require a payment in excess of that permitted by any applicable law, the obligation to be paid or performed shall be reduced to the limit allowed by such law, so that in no event shall any exaction be possible under this Deed of Trust, the Promissory Note, or any other agreement given in connection herewith, that is in excess of any limitation of law. By acceptance of this Deed of Trust, the Beneficiary expressly waives the right to demand any such excess. The provisions of this Section shall control every other provision of this Deed of Trust, the Promissory Note, and any other agreement between Trustor and Beneficiary.

(h) Time is of the essence of this Deed of Trust. No failure on the part of Beneficiary to exercise any of its rights arising upon any Event of Default shall be construed to prejudice its rights in the event of any other or subsequent Event of Default. No delay on the part of Beneficiary in exercising any of such rights shall be construed to preclude it from the exercise at any time during the continuance of any Event of Default.

(i) Unless otherwise required by applicable law, all notices required to be given hereunder shall be either served personally or by U.S. certified mail, postage prepaid, and properly addressed to Trustor, Trustee, and Beneficiary at their respective addresses first above written. Such addresses may be changed by notice to the other parties given in the same manner as provided in this Section. Except as may be expressly provided otherwise in this Deed of Trust, all notices shall be deemed to have been delivered two (2) business days after depositing the mail for delivery in any branch office or mailbox operated by the United States Postal Service.

(j) This Deed of Trust, and any documents executed pursuant to this Deed of Trust, shall be governed by the laws of the State of Arizona.

[Signatures appear on the following pages]

This Deed of Trust is effective as of the date first written above.

TRUSTOR:

**MONTEZUMA TERRACE LIMITED
PARTNERSHIP,**
an Arizona limited partnership

By: Montezuma Terrace GP, LLC,
its General Partner

By: _____
Name: Jeffrey J. Woda
Title: Authorized Representative

STATE OF Ohio)
) ss.
County of Franklin)

On this the ____ day of _____ 2027, before me, a Notary Public, personally appeared Jeffrey J. Woda, the Authorized Representative of Montezuma Terrace GP, LLC, General Partner of Montezuma Terrace Limited Partnership, an Arizona Limited Partnership, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Public

My commission expires:

BENEFICIARY'S CONSENT TO SUBORDINATION

By its consent evidenced below, Beneficiary expressly consents to the provisions of Section 6 and Section 7 of this Deed of Trust.

BENEFICIARY:

TOWN OF CAMP VERDE,
an Arizona municipality

By: _____
Name: _____
Title: _____

STATE OF Arizona)
) ss.
County of Yavapai)

On this the ____ day of _____, 2027, acknowledged before me, a Notary Public, by means of communication technology or personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Public

My commission expires:

Exhibit A

Legal Description of the Premises

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

That part of the Northwest quarter of Section 25, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

To find the POINT OF BEGINNING, begin at the accepted East quarter corner of said Section 25, being a one-half inch rebar with aluminum cap stamped "Dale Stone L.S. 12218", from which the accepted Center of said Section 25, lies North 89 degrees 54 minutes 16 seconds West (R,R1&C), a distance of 2648.13 feet (R,R1&M), being a mag nail with aluminum cap stamped "David P. Fournery R.L.S. 27238";

THENCE North 89 degrees 54 minutes 00 seconds West (R,R1&C), along the North line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 1093.23 feet (R,R1&C), to a found one-half inch rebar tag "L.S. 12218";

THENCE North 89 degrees 55 minutes 08 seconds West (R,R1&M & basis of bearings), along the North line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 285.63 (M), 285.54 feet (R), to a found one-half rebar tag stamped "L.S. 13015";

THENCE North 89 degrees 55 minutes 08 seconds West, (R,R1&M), along the North line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 141.62 feet (M) 141.79 feet (R);

THENCE North 89 degrees 53 minute 39 seconds West (M), North 89 degrees 53 minutes 46 seconds West (R&R1), along the North line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 104.01 feet (M) to the POINT OF BEGINNING, being a set one-half inch rebar with plastic cap stamped "L.S. 29263";

THENCE South 00 degrees 05 minutes 57 seconds West (M), a distance of 979.17 feet (M) to a point along the Southerly line of that parcel [recorded in Book 4715 of Official Records, page 803](#), being a set one-half inch rebar with plastic cap stamped "L.S. 29263";

THENCE South 68 degrees 01 minutes 15 seconds West (M), South 68 degrees 01 minutes 11 seconds West (R,R1), along the Southerly line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 257.45 feet (M), to a found one half inch rebar tag stamped "L.S. 13015", being the beginning of a curve to the right having a radius of 440.00 feet (R1&M), a long chord bearing of South 69 degrees 53 minutes 00 seconds West (M) and a long chord of 26.75 feet (M);

THENCE along said curve to the right and the Southerly line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 26.75 feet (M), 26.73 feet (R1) to the Southwest corner of that parcel [recorded in Book 4715 of Official Records, page 803](#), being a found one-half inch rebar with tag stamped "L.S. 13015";

THENCE North 00 degrees 06 minutes 05 seconds East (R1&M), a distance of 558.88 feet (M), 558.90 feet (R1), along the West line of that parcel [recorded in Book 4715 of Official Records, page 803](#), to a found one-half inch rebar with plastic cap stamped "L.S. 27238";

THENCE North 00 degrees 05 minutes 47 seconds East (M), North 00 degrees 06 minutes 05 seconds East (R1) along the West line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 526.31 feet (M), 526.37

(R1) to a found one half inch rebar with plastic cap stamped "L.S. 27238";

THENCE South 89 degrees 54 minutes 49 seconds East (M), South 89 degrees 53 minutes 46 seconds East (R1), a distance of 175.53 feet (M), 175.51 feet (R1) to a found one-half inch rebar with tag stamped "L.S. 13015";

THENCE South 89 degrees 53 minutes 39 seconds East (M), North 89 degrees 53 minutes 46 seconds West, (R&R1), a distance of 88.12 feet (M) to the POINT OF BEGINNING.

Exhibit B

Senior Liens [Subject to finalization prior to closing]

1. Declaration of Affirmative Land Use and Restrictive Covenants Agreement by and between Montezuma Terrace Limited Partnership, an Arizona limited partnership, and the State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona.
2. [Reserved – TBD]
3. [Reserved – TBD]
4. [Reserved – TBD]
5. Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement, securing the payment of a GAP loan in the amount of One Hundred Thousand and No/100ths Dollars (\$100,000.00) by and among Montezuma Terrace Limited Partnership, an Arizona limited partnership, as Trustor, Commonwealth Land Title Insurance Company, as Trustee, and the Town of Camp Verde, an Arizona municipality, as Beneficiary, including the associated UCC-1 financing statement.
6. [Reserved – TBD].
7. Consent and Subordination Agreement by and among [TBD] and Montezuma Terrace Limited Partnership, an Arizona limited partnership.
8. Consent and Subordination Agreement by and among the Town of Camp Verde, an Arizona municipality, and Montezuma Terrace Limited Partnership, an Arizona limited partnership.
9. Subordination Agreement by and between Montezuma Terrace Limited Partnership, an Arizona limited partnership, as borrower, and the Town of Camp Verde, an Arizona municipality, as subordinate lender.
10. Consent and Subordination Agreement by and among [TBD], and Montezuma Terrace Limited Partnership, an Arizona limited partnership.
11. Subordination Agreement by and between Montezuma Terrace Limited Partnership, an Arizona limited partnership, as borrower, the Town of Camp Verde, an Arizona municipality, as senior lender, and [TBD], as subordinate lender.

GAP LOAN PROMISSORY NOTE

January __, 2027

1. Promise to Pay. Montezuma Terrace Limited Partnership, an Arizona limited partnership (“**Maker**”), for value received, promises to pay to the Town of Camp Verde, an Arizona municipality (together with any future holder of this GAP Loan Promissory Note, “**Payee**”), whose address is 473 S. Main Street, Suite 102, Camp Verde, Arizona 86322, or at such other place as Payee may designate from time to time, the total sum of One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) (the “**Loan**”), plus interest on the terms and conditions and at the times described in this GAP Loan Promissory Note (this “**Note**”).

2. Property. This Note evidences payment for the development of the real property known as Montezuma Terrace located at 360 N. Homestead Parkway, Camp Verde, Arizona 86322 (the “**Property**”).

3. Payment and Maturity Date. The Loan repayment term will be twenty (20) years and shall accrue interest at rate of the lesser of two percent (2%) per annum or the Long-Term Applicable Federal Rate for the month of December of each year of the Loan. Payments shall begin August 1, 2027 (the “**Payment Due Date**”), which may be extended in accordance with the number of days after July 1, 2027, if any, Payee is delayed in disbursing the Loan funds to Maker. Commencing on the Payment Due Date and continuing on the same day of each year thereafter until the Maturity Date (the “**Annual Payment**”), Maker shall pay to Payee the greater of: (i) One Thousand and No/100ths Dollars (\$1,000.00); or (ii) two percent (2%) of the surplus cash flow for the Property. In the event that Payee determines that the Annual Payment tendered by Maker is insufficient based upon Maker’s audited financial statements, which shall be delivered to Payee upon reasonable request, Payee shall invoice Maker for the amount of any insufficiency and Maker shall remit payment of the invoiced amount within thirty (30) days after the date of the invoice. All payments made hereunder shall first be applied to accrued and unpaid interest and then to principal. If not sooner paid, the entire principal balance, together with all accrued and unpaid interest shall be due and payable on January 1, 2047 (the “**Maturity Date**”).

4. Application and Place of Payments. Payments received by Payee with respect to the indebtedness evidenced hereby shall be applied in such order and manner as Payee, in its reasonable discretion, may elect. Unless otherwise elected by Payee, all such payments shall first be applied to accrued and unpaid interest at the stated interest rate, next to the principal balance then outstanding hereunder, and the remainder to any additional sums or other costs or added charges provided for herein or in any of the Loan documents (the “**Loan Documents**”). Payments hereunder shall be made at the address for Payee set forth above or at such other address as Payee may specify to Maker in writing.

5. Prepayments. Payments of principal hereof may be made at any time, or from time to time in whole or in part, without penalty, provided that all previously matured interest and other charges accrued to the date of prepayment are also paid in full. Notwithstanding any partial prepayment of principal hereof, there will be no change in the due date or amount of scheduled payments due hereunder unless Payee, in its reasonable discretion, agrees in writing to such

change. At the option of Maker, partial prepayments shall be applied in the inverse order of maturity.

6. Security. Payment of this Note is secured by that certain deed of trust in favor of Payee as “Beneficiary” encumbering Maker’s fee interest in the Property (the “**GAP Loan Deed of Trust**”).

7. Notices. All notices must be provided as set forth in the GAP Loan Deed of Trust.

8. Default. Failure to make any payment of principal in accordance with Section 3 above or to otherwise perform hereunder or under the GAP Loan Deed of Trust, shall constitute an “**Event of Default**” under this Note and shall cause all of the unpaid principal of this Note, with interest accrued thereon, and any other sums due and payable to become immediately due and payable at the option of Payee. Upon an Event of Default, and in the event there is an acceleration of the maturity of the Loan, or the entire unpaid principal balance of the Loan is then due and payable in accordance with the terms of this Note, all amounts then unpaid under this Note, or any other instrument evidencing or securing the Loan, and any unpaid fees, costs, expenses, or advances payable to Payee from time to time, whether due and owing at the time of the Event of Default, shall bear interest after the date of such acceleration or maturity at the rate equal to ten percent (10%) per annum, and shall be immediately due and payable upon demand by Payee. Delay or failure to exercise any option or right shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any continuing or subsequent Event of Default.

9. Standstill. Notwithstanding anything to the contrary contained herein, for a period commencing on the date hereof and continuing until the date that is twenty (20) years following the issuance of a certificate of completion for the project on the Property by the Arizona Department of Housing (“**Standstill Period**”), Payee shall have no right to declare an Event of Default, accelerate the indebtedness, or pursue any other right or remedy under this Note. Payee waives no rights or remedies it may have hereunder, but merely agrees not to enforce those rights or remedies until the end of the Standstill Period.

10. Costs and Attorneys’ Fees. Maker agrees to pay all of Payee’s reasonable costs and attorneys’ fees incurred in connection with the Loan, including such fees and costs incurred prior to and after the disbursement of funds to Maker; provided, however, that the total attorneys’ fees payable by Maker under this paragraph shall not exceed Five Thousand Dollars (\$5,000.00) per loan made to Maker by Payee. If any action is brought to enforce or interpret the provisions of this Note or any other Loan Document, the prevailing party shall be entitled to recover its reasonable costs and attorneys’ fees, subject to the foregoing cap.

11. Loan Documents. All references to this Note, the GAP Loan Deed of Trust, or any of the other Loan Documents include any and all amendments, supplements, extensions and renewals thereof.

12. Reserves. Maker shall establish and comply with all reserve obligations required by the Arizona Department of Housing’s 2026-2027 Qualified Allocation Plan for the Low Income Housing Tax Credit Program in connection with this Note.

13. Applicable Law. This Note is governed by, and shall be construed in accordance with the laws of the State of Arizona.

14. Time of Essence. Time is of the essence in the performance of each and every obligation of the Maker hereunder.

15. Payment Without Offset. All payments due hereunder must be paid without offset.

16. Relationship. The relationship between the Maker and the Payee is that of borrower and lender.

17. Waiver and Consent. Maker and any endorser herein waives and agrees not to assert (a) any homestead or exemption; (b) demand, diligence, grace, presentment, notice of dishonor, notice of acceleration maturity protest and default; and (c) recourse to guaranty and suretyship defenses (including without limitation, the right to require the Payee to bring an action on this Note), and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral, and to the addition or release of any party. No waiver of any payment or other right under this Note may operate as a waiver of any other payment or right.

18. Controlling Document. In the event of any conflict between the terms of this Note and the other Loan Documents, the terms of this Note will control.

19. Singular, Plural. For purposes of this Note, the singular includes the plural and the plural includes the singular.

20. Amendments. No amendment, modification, change, waiver, release, or discharge hereof and hereunder shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

21. Binding Nature. The provisions of this Note shall be binding upon Maker and the heirs, personal representatives, successors and assigns of Maker, and shall inure to the benefit of Payee and any subsequent holder of all or any portion of this Note, and their respective successors and assigns.

22. Exculpation. The personal liability of the Maker, and of any member of the Maker or any officers of the Maker or such member and of any other person or entity, to pay the principal of and interest on the debt evidenced by this Note shall be limited to (a) the real and personal property of the Project, and (b) the rents, profits, issues, products and income of the Project as they become due and payable, including any received or collected by or on behalf of the Maker after an Event of Default and not applied to the payment of principal and interest due under this Note or payment of utilities, taxes and assessments, insurance premiums and ground rents, if any, on the Project and other reasonable and customary operating expenses of the Project (but not including any fees or other payments of any kind or nature made to the Maker or any affiliate or related entity of the Maker), except not including any amounts to the extent that Maker did not have the legal right, because of a bankruptcy, receivership or similar judicial proceeding, to direct the disbursement of such sums.

This GAP Loan Promissory Note is effective as of the date first above written.

MAKER:

MONTEZUMA TERRACE LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Montezuma Terrace GP, LLC,
its General Partner

By: _____
Name: Jeffrey J. Woda
Title: Authorized Representative

DRAFT

WHEN RECORDED UPLOAD ELECTRONIC COPY TO:

Arizona Department of Housing
1110 W. Washington, Suite 280
Phoenix, AZ 85007

CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT (this "Agreement"), effective as of the date of recording (the "Effective Date"), delivered by the Town of Camp Verde, an Arizona municipality, and its successors and assigns (the "Lender"), to the State of Arizona, Arizona Department of Housing, a constituent department and an agency of the State of Arizona, together with its successor and/or assignees to its rights, duties and obligations (the "Department"); and is acknowledged to by Montezuma Terrace Limited Partnership, an Arizona limited partnership ("Owner").

RECITALS

- A. The Department has been designated by the State of Arizona pursuant to Arizona Revised Statute Section 41-3951 *et seq.*, and by the Arizona Revised Statutes Section 35-728(B) and (E) as the designated housing credit agency for the State of Arizona for allocation of tax credits under the Low Income Housing Tax Credit program ("Tax Credits") as described in Sections 38(a) and 42 of the Internal Revenue Code of 1986, as amended and the United States Department of the Treasury Regulations (collectively the "Code");
- B. The Owner is or shall acquire a fee or lessee's interest in an eighty (80) unit residential rental housing project located on lands within the City of Camp Verde, County of Yavapai, State of Arizona as more fully described in Exhibit A attached hereto and incorporated herein (the "Project");
- C. In connection with the Owner's acquisition of its interest in the Project, the Lender made a loan in the original principal amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) to Owner (the "Loan"). The Loan is evidenced by that certain Gap Loan Promissory Note in the original principal amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) made by the Owner to the order of the Lender (the "Note");
- D. The Owner's repayment of the Loan and performance of the terms of the Note is secured by a lien on the Project created by that certain Gap Loan Deed of Trust, dated _____, and recorded on _____ in the official records of the State of Arizona, County of Yavapai Recorder's Office at Instrument No. _____ (the "Deed of Trust") (the Note, the Deed of Trust and each and every other document and instrument executed by the Owner in connection with the making of the Loan by the Lender are collectively referred to as the "Lender Loan Documents");

E. The Department and the Owner have entered into that certain Declaration of Affirmative Land Use and Restrictive Covenants Agreement recorded on _____, in the official records of the State of Arizona, County of Yavapai Recorder's Office (the "Declaration"), pursuant to which, under the terms of the Declaration, the Department shall allocate federal tax credits under the Low Income Housing Tax Credit program ("Tax Credits") as described in Sections 38(a) and 42 of the Internal Revenue Code of 1986, as amended (collectively, the "Code") to the Project;

F. The allocation of the Tax Credits to the Project by the Department is of material benefit to the Lender;

G. Certain provisions of the Declaration are required by federal law to protect the rights of the Project's tenants in the event the Project is acquired by foreclosure or instrument in lieu of foreclosure; and

H. The Department requires the execution and delivery of this Agreement by the Lender and the Owner as a condition to the Department's entering into the Declaration.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Accuracy of the Recitals.** The parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.

2. **Consent to Execution.** The Lender hereby consents to the execution by the Owner of the Declaration.

3. **Subordination.** The Lender hereby subordinates its lien(s) to the rights and interests created pursuant to paragraph 9(b) of the Declaration.

4. **Acknowledgment and Agreement Regarding Three-Year Period After Termination.** The Lender acknowledges and agrees that pursuant to paragraph 9(a) of the Declaration, the Declaration will terminate on the date the Project is acquired by foreclosure or instrument in lieu of foreclosure (unless it is determined that such acquisition is part of an arrangement with the Owner a purpose of which is to terminate such period); provided, however, Lender hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of paragraph 9(b) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the Project.

5. **Lender Loan Documents.** The Lender agrees that should any provision of any Lender Loan Document purport to limit or impair any rights of the Department under paragraph 9(b) of

the Declaration, then such provision shall be of no force and effect to the extent necessary to ensure there is no such limitation or impairment on the rights of the Department.

6. Absolute Subordination. The Department shall have absolutely no duty or responsibility, and the priority of the provisions of paragraph 9(b) of the Declaration over the Lender Loan Documents shall in no way be affected or diminished by any failure of the Department, regarding any act or omission by the Department relating to the provisions of paragraph 4 of the Declaration, the Owner or otherwise.

7. Controlling Instrument. In the event of any conflict between this Agreement and any of the Lender Loan Documents, this Agreement shall control to the extent of such inconsistency.

8. Successors, Assigns and Participants. This Agreement applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, participants, successors and assigns.

9. Counterparts. This Agreement may be executed in any one or more counterparts, each of which in the aggregate shall constitute one and the same Agreement.

10. Governing Law. This Agreement shall be controlled by, governed in accordance with and enforced under the internal laws of the State of Arizona without regard to conflicts of law principles.

[SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

RECEIVED AND ACKNOWLEDGED:

DEPARTMENT:

State of Arizona, Arizona Department of Housing,
a constituent department and an agency of the State of Arizona

By: _____

Ruby Dhillon-Williams, Director

or Joan Serviss, Deputy Director

or Keon Montgomery, Assistant Deputy Director/Housing & Community Development

STATE OF Arizona)
) ss.
County of Maricopa)

On this the ____ day of _____ 2027, acknowledged before me, a Notary Public, by means of communication technology or personally appeared _____/ known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Expiration Date

Signature of the Notary Public for Department

[STAMP/SEAL]

ACKNOWLEDGED:

OWNER:

MONTEZUMA TERRACE LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Montezuma Terrace GP, LLC

Its: General Partner

By: _____

Jeffrey J. Woda

Its: Authorized Representative

STATE OF _____)
) ss.

County of _____)

On this the ____ day of _____ 2027, acknowledged before me, a Notary Public, by means of communication technology or personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Expiration Date

Signature of the Notary Public for Owner

[STAMP/SEAL]

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

That part of the Northwest quarter of Section 25, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

To find the POINT OF BEGINNING, begin at the accepted East quarter corner of said Section 25, being a one-half inch rebar with aluminum cap stamped "Dale Stone L.S. 12218", from which the accepted Center of said Section 25, lies North 89 degrees 54 minutes 16 seconds West (R,R1&C), a distance of 2648.13 feet (R,R1&M), being a mag nail with aluminum cap stamped "David P. Fournery R.L.S. 27238";

THENCE North 89 degrees 54 minutes 00 seconds West (R,R1&C), along the North line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 1093.23 feet (R,R1&C), to a found one-half inch rebar tag "L.S. 12218";

THENCE North 89 degrees 55 minutes 08 seconds West (R,R1&M & basis of bearings), along the North line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 285.63 (M), 285.54 feet (R), to a found one-half rebar tag stamped "L.S. 13015";

THENCE North 89 degrees 55 minutes 08 seconds West, (R,R1&M), along the North line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 141.62 feet (M) 141.79 feet (R);

THENCE North 89 degrees 53 minute 39 seconds West (M), North 89 degrees 53 minutes 46 seconds West (R&R1), along the North line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 104.01 feet (M) to the POINT OF BEGINNING, being a set one-half inch rebar with plastic cap stamped "L.S. 29263";

THENCE South 00 degrees 05 minutes 57 seconds West (M), a distance of 979.17 feet (M) to a point along the Southerly line of that parcel [recorded in Book 4715 of Official Records, page 803](#), being a set one-half inch rebar with plastic cap stamped "L.S. 29263";

THENCE South 68 degrees 01 minutes 15 seconds West (M), South 68 degrees 01 minutes 11 seconds West (R,R1), along the Southerly line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 257.45 feet (M), to a found one half inch rebar tag stamped "L.S. 13015", being the beginning of a curve to the right having a radius of 440.00 feet (R1&M), a long chord bearing of South 69 degrees 53 minutes 00 seconds West (M) and a long chord of 26.75 feet (M);

THENCE along said curve to the right and the Southerly line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 26.75 feet (M), 26.73 feet (R1) to the Southwest corner of that parcel [recorded in Book 4715 of Official Records, page 803](#), being a found one-half inch rebar with tag stamped "L.S. 13015";

THENCE North 00 degrees 06 minutes 05 seconds East (R1&M), a distance of 558.88 feet (M), 558.90 feet (R1), along the West line of that parcel [recorded in Book 4715 of Official Records, page 803](#), to a found one-half inch rebar with plastic cap stamped "L.S. 27238";

THENCE North 00 degrees 05 minutes 47 seconds East (M), North 00 degrees 06 minutes 05 seconds East (R1) along the West line of that parcel [recorded in Book 4715 of Official Records, page 803](#), a distance of 526.31 feet (M), 526.37

(R1) to a found one half inch rebar with plastic cap stamped "L.S. 27238";

THENCE South 89 degrees 54 minutes 49 seconds East (M), South 89 degrees 53 minutes 46 seconds East (R1), a distance of 175.53 feet (M), 175.51 feet (R1) to a found one-half inch rebar with tag stamped "L.S. 13015";

THENCE South 89 degrees 53 minutes 39 seconds East (M), North 89 degrees 53 minutes 46 seconds West, (R&R1), a distance of 88.12 feet (M) to the POINT OF BEGINNING.



March 2026

Mr. Omer Sarig
Woda Cooper Companies, Inc.
500 South Front Street, 10th Floor
Columbus, OH 43215

RE: Montezuma Terrace Charitable Organization Loan

Dear Mr. Sarig,

This letter serves to express the Verde Valley Community Development Organization's (VVCDO) support for the Montezuma Terrace application to develop no less than 80 units of multi-family affordable housing in the Town of Camp Verde.

The VVCDO, a charitable organization that is tax exempt under IRS Section 501(c)(3), is pleased to contribute to the Town of Camp Verde's efforts to develop needed affordable housing. The proposed Montezuma Terrace development is in direct alignment with our mission.

The VVCDO commits to providing a loan in the amount of \$100,000 to the development of Montezuma Terrace. The terms of the loan are as follows:

- Principal loan amount of \$100,000
- 4% interest rate
- Term of five (5) years
- No origination or loan fees associated with the loan
- VVCDO will subordinate to other lenders

Woda Cooper Companies, Inc. agrees to pay for the VVCDO legal expenses related to this loan with an amount not to exceed \$2,000.

This commitment is conditioned upon the receipt of a 2026 reservation of Section 42 9% Low Income Housing Tax Credits (LIHTC) from The Arizona Department of Housing (ADOH).

Sincerely,

A handwritten signature in cursive script that reads "Mary A. Chicoine".

Mary A. Chicoine
Executive Director
Verde Valley Community Development Organization

Verde Valley Community Development Organization
P.O. Box 157, Cottonwood, Arizona 86326
vvcdo.com * administration@vvcdo.com * 928-598-8851