



NOTICE OF THE REGULAR MEETING OF THE TOWN OF EAGAR  
AUGUST 2, 2016  
7:00 P.M.  
COUNCIL CHAMBER, 22 WEST 2<sup>ND</sup> STREET

PURSUANT TO A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE TOWN COUNCIL OF THE TOWN OF EAGAR AND THE GENERAL PUBLIC THAT THE TOWN COUNCIL WILL HOLD A **REGULAR MEETING OPEN TO THE PUBLIC ON TUESDAY, AUGUST 2, 2016, BEGINNING AT 7:00 P.M., IN THE COUNCIL CHAMBERS LOCATED AT 22 W. 2<sup>ND</sup> STREET, EAGAR, ARIZONA.**

## **AGENDA**

### **1. WELCOME AND CALL MEETING TO ORDER**

### **2. ROLL CALL**

### **3. PLEDGE OF ALLEGIANCE**

### **4. INVOCATION**

### **5. SUMMARY OF CURRENT EVENTS**

- A. MAYOR
- B. COUNCIL
- C. STAFF

### **6. OPEN CALL TO THE PUBLIC**

ANY CITIZEN DESIRING TO SPEAK ON A MATTER **THAT IS NOT** SCHEDULED ON THE AGENDA MAY DO SO AT THIS TIME. COMMENTS SHALL BE LIMITED TO 3 MINUTES PER PERSON AND SHALL BE ADDRESSED TO THE TOWN COUNCIL AS A WHOLE, AND NOT TO ANY INDIVIDUAL MEMBER. ISSUES RAISED SHALL BE LIMITED TO THOSE WITHIN THE JURISDICTION OF THE TOWN COUNCIL. PURSUANT TO THE ARIZONA OPEN MEETING LAW, THE TOWN COUNCIL CANNOT DISCUSS OR ACT ON ITEMS PRESENTED AT THIS TIME. AT THE CONCLUSION OF THE CALL TO THE PUBLIC, INDIVIDUAL TOWN COUNCIL MEMBERS MAY (1) RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE PUBLIC BODY; (2) ASK STAFF TO REVIEW A MATTER AND (3) ASK THAT A MATTER BE PLACED ON A FUTURE AGENDA.

### **7. PRESENTATIONS**

- A. PRESENTATION OF THE SAFEGUARD AND SERVE WITH HONOR AND VALOR AWARDS (INTERIM CHIEF SWEETSER)
- B. PRESENTATION OF POLICE DEPARTMENT 2016 SECOND QUARTER ACTIVITY REPORT (INTERIM CHIEF SWEETSER)

### **8. CONSENT AGENDA**

- A. APPROVAL OF MINUTES OF EAGAR TOWN COUNCIL MEETING(S) HELD JUNE 28, 2016 (EVA WILSON)
- B. APPROVAL OF JUNE 2016 NATIONAL BANK OF ARIZONA TRANSMITTALS, CHECKS WRITTEN, PAYROLL DIRECT DEPOSIT VOUCHERS, AND CREDIT CARD PURCHASES (KATIE BRADY)
- C. ACCEPTANCE OF JUNE 2016 FINANCIAL REPORT AND SALES TAX REPORT (KATIE BRADY / TAMI RYALL)

- D. APPROVAL TO ENTER INTO AN AMENDED AGREEMENT WITH THE ARIZONA COMMERCE AUTHORITY TO ACCEPT \$30,000 FROM THE RURAL ECONOMIC DEVELOPMENT ENHANCEMENT PROGRAM (JEREMIAH LOYD)
- E. APPROVAL TO ENTER INTO AN AGREEMENT WITH J2 ENGINEERING TO IMPLEMENT THE RURAL ECONOMIC DEVELOPMENT ENHANCEMENT GRANT (JEREMIAH LOYD)
- F. APPROVAL TO ENTER INTO A PRE-PAID LEASE AGREEMENT WITH VERIZON WIRELESS FOR \$270,000 (TAMI RYALL)
- G. APPROVAL TO ENTER INTO AN UPDATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF EAGAR AND THE STATE OF ARIZONA DEPARTMENT OF REVENUE RELATED TO THE COLLECTION OF THE TOWN'S TRANSACTION PRIVILEGE TAX (TAMI RYALL)
- H. APPROVAL TO ADOPT RESOLUTION 2016-11 ACCEPTING A PROPOSITION 202 GRANT FROM THE GILA RIVER INDIAN COMMUNITY IN THE AMOUNT OF \$70,000 TO BE UTILIZED TO UPGRADE SELF-CONTAINED BREATHING APPARATUS FOR THE EAGAR FIRE DEPARTMENT (JEREMIAH LOYD)
- I. APPROVAL OF AN ARCHITECTURAL/ENGINEERING SERVICES CONTRACT WITH NCS ENGINEERS FOR THE 12<sup>TH</sup> STREET WATER TANK ASSESSMENT AND DESIGN (JEREMIAH LOYD)

**9. UNFINISHED BUSINESS**

**10. NEW BUSINESS**

**11. SIGNING OF DOCUMENTS**

**12. ADJOURNMENT**

THE PUBLIC IS WELCOME TO PLACE ITEMS ON THE COUNCIL AGENDAS WITH THE APPROVAL OF THE MAYOR OR TOWN MANAGER. A "PROPOSED AGENDA ITEM" REQUEST FORM IS AVAILABLE IN THE TOWN CLERK'S OFFICE OR AT [WWW.EAGARAZ.GOV](http://WWW.EAGARAZ.GOV) UNDER THE COUNCIL AND CLERK LINKS. ALL REQUESTS ARE DUE INTO THE TOWN CLERK'S OFFICE BY WEDNESDAY AT 12:00 NOON THE WEEK PROCEEDING THE COUNCIL MEETING. REGULAR COUNCIL MEETINGS ARE HELD ON THE 1<sup>ST</sup> TUESDAY, AND 3<sup>RD</sup> TUESDAY OF THE MONTH AS BUSINESS ALLOWS.

IF ANYONE WISHING TO ATTEND THIS MEETING HAS SPECIAL NEEDS DUE TO A DISABILITY, PLEASE CONTACT THE TOWN CLERK AT 928-333-4128 TWENTY-FOUR HOURS PRIOR TO THE MEETING AND ACCOMMODATIONS WILL BE PROVIDED. ANYONE NEEDING INFORMATION ON THE CURRENT MEETING, PLEASE CONTACT THE TOWN CLERK AT 928-333-4128.

POSTED BY: MARION WILTBANK

Date: July 28, 2016

Time: 4:00 P.M.

**EAGAR POLICE DEPARTMENT  
MEMORANDUM**

<b>TO:</b>	Mayor and Members of the Town Council
<b>FROM:</b>	Mike Sweetser, Interim Chief of Police
<b>DATE:</b>	April 25 <sup>th</sup> , 2016
<b>SUBJECT:</b>	Safeguard and Serve with Honor and Valor Award (1 <sup>st</sup> quarter 2016)
<b>CC:</b>	Tami Ryall, Town Manager

The Safeguard and Serve with Honor and Valor Award for the 1<sup>st</sup> quarter of 2016 is being awarded to Civilian Volunteer James 'Marty' Vance for his stepping forward and helping with the background investigation for officer candidates.

CVP Marty Vance offered to assist with the background investigations of officer candidates. CVP Vance is a retired police officer and had conducted background checks in the past. During a two week period in March, CVP Vance completed the needed areas of the backgrounds for four candidates which then helped with the quick selection of two cadets for the academy. Taking this duty on as a volunteer allowed us to move forward quickly as staffing is limited on time.

With that being said, the Safeguard and Serve with Honor and Valor Award is being presented to Civilian Volunteer James 'Marty' Vance for his efforts put forth to ensure that the Eagar Police Department was able to select two candidates for the police academy starting April 11<sup>th</sup>, 2016.

MGS:ms

## EAGAR POLICE DEPARTMENT MEMORANDUM

**TO:** Mayor and Members of the Town Council  
**FROM:** Mike Sweetser, Interim Chief of Police  
**DATE:** July 21<sup>st</sup>, 2016  
**SUBJECT:** Quarterly report to Eagar Town Council  
**CC:** Tami Ryall, Town Manager

Please find attached the monthly reports for the 2<sup>nd</sup> quarter of 2016. Some of the highlights to notate include:

-In April and May we assisted with the monthly Walk to School day held on the first Wednesday of each month. Reading in the schools was conducted in April.

-Teal ribbons were established by volunteers and then placed at businesses in the area to acknowledge Sexual Assault Awareness Month.

-A public forum on 'Keeping Our Children Safe' was held at the Eagar Town Hall on April 20<sup>th</sup>, 2016. Additional forums will be held with the next one to be in August, so if there are any ideas from Coucil Members please advise what you would like addressed.

-We assisted with the Special Olympics Torch Run. ACO Stonestreet raised enough funds to have Eagar Police Departments name put back on the shirt put out by Special Olympics.

-On May 18, 2016 Kimri Hurtado was released from the Town of Eagar due to eligibility issues with AZPOST.

-Traffic Control was held for the 1<sup>st</sup> Annual John Wayne Days parade. The parade appeared to have gone off without a hitch.

-Two police officer candidates were offered a position and both accepted. One was certified already and the other is attending the academy.

-In reference to criminal activity, no patterns were notated during this quarter. This includes both adults and juveniles.

MGS:ms

**Eagar Police Department  
Monthly Report**

*The following is a brief summary of the Police Department activities for the month of April 2016.*

**CALLS FOR SERVICE:**

The Eagar Police Department responded to 159 calls for service in the month of April. Some of those calls were: 55 animal control calls, 68 non-criminal matters, 14 criminal matters, 3 accidents and 19 agency assists. In addition to the calls for service 46 traffic stops were conducted.

**ARRESTS:**

Eagar Police Department filed 5 misdemeanor charges and 16 felony charges involving crimes in Eagar. From those charges 4 persons were booked into the County Jail and 2 into the Juvenile Facility, 1 adult was issued a citation and released or served a complaint and no juveniles were referred to juvenile probation. This month there were 4 criminal investigation cases submitted to the Town and County Attorneys for review of charges. *(Each person arrested could be charged with one or more offenses.)*

**TRAINING:**

On April 7-9, AC Officer Stonestreet attended the Arizona Animal Control Association Training Summit in Laughlin.

On April 12, Summer Witting attended the Building a Model Police Records Unit Seminar presented by PRI Management at Peoria PD.

**CIVILIAN VOLUNTEER PATROL:**

During the month of April the Civilian Volunteer Patrol (CVP) worked 145.4 hours assisting the Police Department. They worked many of those hours helping with Walk to School for RVES, designated enforcement areas, home security checks, working in or covering the office and also completing other tasks requested by the Town of Eagar and the Police Department.

**ADDITIONAL INFORMATION:**

Personnel assisted with the Walk to School day for the Round Valley Elementary School on April 6<sup>th</sup>, 2016.

Reading in the schools was conducted at Round Valley Elementary School in one classroom on April 6<sup>th</sup>, 2016.

With teal ribbons established by CVPs, the Eagar Police Department participated in Sexual Assault Awareness Month by placing teal ribbons at Eagar businesses in an effort to help prevent Sexual Violence.

On April 11<sup>th</sup>, 2016 Kimri Hurtado and Walker Richardson began their journey of becoming a police officer and began the 17 week police academy in Tucson (SALETC). If everything goes as planned, both will be on their own the first week of November, 2016.

On April 20<sup>th</sup>, 2016 a public forum on 'Keeping Our Children Safe' was held at the Eagar Town Hall. Interim Chief Sweetser, Officer Jones, Apache County Attorney Michael Whiting, and St. John's Chief of Police Dan Brown were all panel members and answered questions after the presentations.

**Eagar Police Department  
Monthly Report**

*The following is a brief summary of the Police Department activities for the month of May 2016.*

**CALLS FOR SERVICE:**

The Eagar Police Department responded to 144 calls for service in the month of May. Some of those calls were: 42 animal control calls, 63 non-criminal matters, 12 criminal matters, 0 accidents and 27 agency assists. In addition to the calls for service 50 traffic stops were conducted.

**ARRESTS:**

Eagar Police Department filed 3 misdemeanor charges and 3 felony charges involving crimes in Eagar. From those charges 0 persons were booked into the County Jail and 0 into the Juvenile Facility, 1 adult was issued a citation and released or served a complaint and 2 juvenile was referred to juvenile probation. This month there were 5 criminal investigation cases submitted to the Town and County Attorneys for review of charges. *(Each person arrested could be charged with one or more offenses.)*

**TRAINING:**

No training was attended in May

**CIVILIAN VOLUNTEER PATROL:**

During the month of May the Civilian Volunteer Patrol (CVP) worked 123.1 hours assisting the Police Department. They worked many of those hours helping with RV Special Olympics Torch Run, , RVES Walk to School Day, RVHS graduation, designated enforcement areas, working in or covering the office and also completing other tasks requested by the Town of Eagar and the Police Department.

**ADDITIONAL INFORMATION:**

On May 2, 2016 Eagar Police Department assisted with the annual Special Olympics Torch Run. Officer Jones rode his bike for the trek from the Hwy 60/ Hwy 180 St. Johns Junction to the Greer Junction on Hwy 260. ACO Stonestreet, CVP Marty Vance, CVP DJ Vance, and Chief Sweetser provided traffic control for the event.

On May 3, 2016 Eagar Police Department personnel assisted with the Walk to School day. Students are dropped off at the Round Valley Library and walk down 2<sup>nd</sup> ST to the Round Valley Elementary School. The Apache County Health Department sponsors and sets up the event.

Between May 4, 2016 and May 6, 2016 ACO Stonestreet, Zona Gilliam and Chief Sweetser attended and helped with local athletes at the Special Olympics State games in Glendale. Local athletes represented well winning numerous medals. The opening ceremonies for the event was rained out, so we were unable to attend and represent for ending of the Law Enforcement Torch run and the lighting of the ceremonial torch.

On May 18, 2016 Chief Sweetser met with the new AZPOST director and attended the monthly AZPOST Board meeting in Phoenix.

Officers and CVPs provided security at the Round Valley High School graduation on May 25, 2016.

Updated policies were pushed out during the month a May. A total of 27 policies were issued in May.

**Eagar Police Department  
Monthly Report**

*The following is a brief summary of the Police Department activities for the month of June 2016.*

**CALLS FOR SERVICE:**

The Eagar Police Department responded to 173 calls for service in the month of June. Some of those calls were: 68 animal control calls, 78 non-criminal matters, 9 criminal matters, 5 accidents and 13 agency assists. In addition to the calls for service 32 traffic stops were conducted.

**ARRESTS:**

Eagar Police Department filed 3 misdemeanor charges and 0 felony charges involving crimes in Eagar. From those charges 1 person was booked into the County Jail and 1 into the Juvenile Facility, 1 adult was issued a citation and released or served a complaint and 0 juveniles were referred to juvenile probation. This month there were 2 criminal investigation cases submitted to the Town and County Attorneys for review of charges. *(Each person arrested could be charged with one or more offenses.)*

**TRAINING:**

On June 15<sup>th</sup>, 2016 Mike Sweetser attended and completed a Mass Fatalities Planning in Rural Areas training hosted by the Apache County Emergency Management department.

**CIVILIAN VOLUNTEER PATROL:**

During the month of June the Civilian Volunteer Patrol (CVP) worked 113.3 hours assisting the Police Department. They worked many of those hours helping with John Wayne Days, and in other designated enforcement areas, working in or covering the office and also completing other tasks requested by the Town of Eagar and the Police Department.

**ADDITIONAL INFORMATION:**

On June 3 and 4, 2016 the police department assisted with John Wayne Days. Traffic control was provided for the first annual John Wayne Days parade. Eagar Police Department also participated in the parade as Officer Gleeson rode a horse in the parade.

On June 11, 2016 CVPs provide traffic control for the annual Walk for Life that goes from Central Ave and Main ST to Western Drug.

On June 18, 2016 another testing process for police officer/cadet was held for two candidates. One candidate did not show up, so only one tested. The subject was Ricardo 'JR' Herreras who is a certified officer. On June 27<sup>th</sup>, 2016 Mr. Herreras was offered a position and he accepted. His start date was established for July 11, 2016.

On June 27, 2016 an offer for employment was made to Clinton Maly to begin the police academy on July 11, 2016 in Tucson and it was accepted. Mr. Maly tested originally in March and came in third in the testing and after background was found to be eligible for the position.

Efforts to establish an IGA with the SRT team in Navajo County has begun. Once the IGA is in place and the department is fully staffed eligible officers will be able to test to join the team. The ability to have an available SRT team in place will assist in any incidents where such a team is needed.

Efforts and base plans were put in place in case there was an evacuation to our area due to the Cedar Creek Fire in Navajo County. Communications were put in place with the Red Cross and Apache County Emergency Management. If there was a need the Eagar Police Department would have been the Incident Command Center.

**MINUTES  
EAGAR TOWN COUNCIL  
REGULAR MEETING  
22 W. 2<sup>nd</sup> St., Eagar, AZ  
June 28, 2016 - 7:00 P.M.**

Mayor Bryce Hamblin called the Regular Council Meeting to order and welcomed those present. Mayor Hamblin requested that the record show that all Councilmembers are present. Mayor Hamblin led the Pledge of Allegiance and John Phelps offered the invocation.

COUNCIL PRESENT: Bryce Hamblin, Mayor  
James Nelson, Jr., Vice Mayor  
Debra Seeley  
Steve Erhart  
John O. Phelps  
Winslow McNeill  
Allen Browning

STAFF PRESENT: Tami Ryall, Town Manager  
Katie Brady, Finance Manager  
Eva Wilson, Town Clerk  
Bruce Ray, Public Works Director  
Mike Sweetser, Interim Police Chief  
Frank Adams, Fire Chief  
Jeremiah Loyd, Community Development Administrator  
Doug Brown, Town Attorney

**ITEM #5: SUMMARY OF CURRENT EVENTS**

A. MAYOR

None.

B. COUNCIL

None.

C. STAFF

Town Manager Tami Ryall pointed out the calendar of events for the Fourth of July in the Council's interoffice mail.

Ms. Ryall asked for RSVP's for Councilmembers who are going to attend the Apache and Navajo Counties Mayor and Councilmember Association meeting being held on July 14, 2016 at noon in Holbrook. The League of Arizona Cities and Towns will be presenting the 2016 legislative wrap up report.

Interim Police Chief Mike Sweetser reported that the department is in the process of hiring a certified police officer who is from the local area so the field training period should be shortened.

**ITEM #6: OPEN CALL TO THE PUBLIC**

None.

**ITEM #7: CONSENT AGENDA**

- A. APPROVAL OF MINUTES OF EAGAR TOWN COUNCIL MEETING(S) HELD JUNE 7, 2016
- B. APPROVAL OF MAY 2016 NATIONAL BANK OF ARIZONA TRANSMITTALS, CHECKS WRITTEN, PAYROLL DIRECT DEPOSIT VOUCHERS, AND CREDIT CARD PURCHASES
- C. ACCEPTANCE OF MAY 2016 FINANCIAL REPORT AND SALES TAX REPORT
- D. APPROVAL TO ALLOW FOR THE SOLICITATION OF BIDS FOR A CHIP SEAL PROJECT OF GRAND VIEW ESTATES (CEDAR, PINE, SPRUCE, 12<sup>TH</sup> STREET, SPANISH TRAIL, BENNY JAY, SLADE DRIVE) NOT TO EXCEED \$80,000 AND TO ALLOW THE TOWN OF EAGAR TO ENTER INTO A CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER
- E. APPROVAL TO ENTER INTO AN AGREEMENT WITH THE ARIZONA COMMERCE AUTHORITY THROUGH RURAL ECONOMIC DEVELOPMENT ENHANCEMENT FOR \$30,000
- F. APPROVAL TO ADOPT RESOLUTION 2016-09 AUTHORIZING THE TOWN OF EAGAR SUBMISSION OF THE 2016 COPS HIRING PROGRAM (CHP) GRANT

Councilor Winslow McNeill made a motion to approve the Consent Agenda. Councilor Steve Erhart seconded; all were in favor, motion carried unanimously. 7-0

**ITEM #8: UNFINISHED BUSINESS**

- A. DISCUSSION, CONSIDERATION AND SECOND READING OF ORDINANCE 2016-04 AMENDING THE EAGAR TOWN CODE TITLE 2, ADDING SECTION 2.04.045 – COUNCIL STIPEND

Ms. Ryall is recommending this addition to the Town Code after researching the resign to run statutes and wants to clarify in the Town Code that the Eagar Town Council and Mayor receive a stipend to reimburse officials for their expenses related to their official capacity and not to be interpreted as a salary. The small stipend would be set every year within the annual budget. Nothing in this Ordinance has changed since the first reading.

Vice-Mayor James Nelson, Jr. made a motion to approve Ordinance 2016-04. Councilor Debra Seeley seconded; all were in favor, motion carried unanimously. 7-0

B. DISCUSSION, CONSIDERATION AND SECOND READING OF ORDINANCE 2016-05 AMENDING THE EAGAR TOWN CODE TITLE 6 SECTION 6.12.110 FIVE OR MORE DOG PERMIT; AND AMENDING TITLE 18 SECTIONS 18.20.050, 18.24.050, 18.28.050, 18.32.050, 18.36.050, 18.40.050, 18.44.050, 18.48.060, AND 18.52.050 ZONING, GENERAL PROVISIONS PERTAINING TO FIVE OR MORE DOG PERMIT

Interim Chief Sweetser stated the Ordinance will remove the need for citizens to apply for a conditional use permit from the Planning and Zoning Commission for citizens wanting to permit five or more dogs. Surrounding neighbors will instead be notified of the permit application in order to give them notice.

Ms. Ryall added that Interim Chief Sweetser has added a chronological outline of how the current process requiring a conditional use permit and the 10,000 square feet of acreage per dog evolved. In 1999 a “kennel permit” was added to Chapter 6, Animals, of the Municipal Code. A name change of “five or more dogs permit” occurred in 2010. In 2013 Council approved the ordinance for the current process requiring a conditional use permit and 10,000 square feet of acreage per dog.

Councilor John Phelps doesn't think it's appropriate for the Town to determine how many dogs a citizen owns on private property if the owner is properly taking care of the needs of those animals, and if there is nothing wrong the Town shouldn't be inclined to fix it. Ms. Ryall stated that in 2013 during the discussions, the Council's focus was on large animals and the minutes do not reflect discussion regarding the conditional use permit for five or more dogs.

Mayor Hamblin wants the provision in the Zoning section of the Municipal Code removed that states that the Town will initiate the complaint. Ms. Ryall stated that the Zoning Code will be revised again in the next few months to propose removing all animal enforcement from that chapter placing the new language into Chapter 6 pertaining to animals.

Town Attorney Doug Brown stated the majority of zoning code complaints are not Town initiated and it could be appropriate for the Council to remove Town initiated complaints from some animal enforcement.

Councilor Steve Erhart added unless the animal issue threatens the health and safety of the people the Town should not interfere with a person's private property when there are not issues.

Ms. Ryall stated that the proposed ordinance tonight will separate the Community Development Department and the Planning and Zoning Commission from the animal issues.

Vice-Mayor James Nelson made a motion to approve Ordinance 2016-05. Councilor Allen Browning seconded; all were in favor, motion carried unanimously. 7-0

**ITEM #9: NEW BUSINESS**

None.

**ITEM #10: SIGNING OF DOCUMENTS**

Necessary signatures were obtained for the Minutes of June 7 2016; the May 2016 Financial Pages; Arizona Commerce Authority Agreement; Resolution 2016-09; and Ordinances 2016-04 and 2016-05.

**ITEM #11: ADJOURNMENT**

Councilor Steve Erhart moved to adjourn the meeting [at 7:16 p.m.]. Councilor Allen Browning seconded; all were in favor, motion carried unanimously. 7-0

Attest: \_\_\_\_\_

Mayor: \_\_\_\_\_

Vice-Mayor: \_\_\_\_\_

Council: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION OF COUNCIL MINUTES

I hereby certify that the foregoing minutes is a true and correct copy of the minutes of the Regular Council Meeting of the Town of Eagar, Arizona held on June 28, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

\_\_\_\_\_  
Eva M. Wilson, Town Clerk

Journal	Payee or Description	Date	Check No	Amount
CDPT	Standard Insurance Company	06/06/2016	330	424.32
CDPT	SECURITY BENEFIT	06/09/2016	331	385.00
CDPT	ACR-AZ ST RETIREMENT	06/09/2016	332	255.36
CDPT	Arizona State Retirement	06/09/2016	333	11,720.14
CDPT	Arizona Dept of Revenue	06/09/2016	334	1,941.29
CDPT	U. S. Department of Revenue	06/09/2016	335	15,997.51
CDPT	SECURITY BENEFIT	06/23/2016	336	385.00
CDPT	ACR-AZ ST RETIREMENT	06/23/2016	337	251.15
CDPT	U. S. Department of Revenue	06/23/2016	338	14,566.15
CDPT	Arizona Dept of Revenue	06/23/2016	339	1,792.67
CDPT	Arizona State Retirement	06/23/2016	340	11,566.36
CDA	PUBLIC SURPLUS	06/06/2016	1522	9,718.50
CD	CHASE PAYMENTECH MONTHLY FEES - #1052	06/02/2016	1523	405.20
CD	CHASE PAYMENTECH MONTHLY FEES - #4176	06/02/2016	1524	84.39
CD	XPRESS BILL PAY MONTHLY FEES	06/02/2016	1525	318.90
CDA	WRIGHT EXPRESS FLEET SERVICES	06/14/2016	1526	3,913.96
CD	NBA MONTHLY FEES	06/10/2016	1527	389.76
CD	AZ DEPT OF REVENUE - TPT TAXES	06/24/2016	1528	6,630.82
CD	NSF CHECK - C. MCCORMICK	06/24/2016	1529	60.93
CD	NSF CHECK - M. MAHONEY	06/24/2016	1530	136.00
CD	NBA - PAPER STATEMENT FEES	06/30/2016	1531	5.00
CDA	APACHE COUNTY FINANCE	06/02/2016	39371	2,850.00
CDA	ARIZONA DEPT OF REVENUE	06/02/2016	39372	207.24
CDA	AZ DEPT OF CORRECTIONS	06/02/2016	39373	265.00
CDA	BLUE HILLS ENVIRONMENTAL ASSOC	06/02/2016	39374	80.16
CDA	BRADCO	06/02/2016	39375	1,006.82
CDA	BROWNING, ELWIN	06/02/2016	39376	82.17
CDA	GALLS - QUARTERMASTER	06/02/2016	39377	58.64
CDA	HAMBLIN, MARSHALL	06/02/2016	39378	4.73
CDA	DANA KEPNER COMPANY, INC	06/02/2016	39379	1,067.15
CDA	LOVEALL, KYLE	06/02/2016	39380	420.00
CDA	MOHAVE ENVIRONMENTAL LAB	06/02/2016	39381	125.00
CDA	PREMIERE DRY CLEANING	06/02/2016	39382	49.50
CDA	TOWN OF SPRINGVILLE	06/02/2016	39383	2,083.33
CDA	SAN DIEGO POLICE EQUIPMENT CO	06/02/2016	39384	756.03
CDA	SHIPLEY, CHRYSTEL	06/02/2016	39385	13.22
CDA	SUN BADGE CO.	06/02/2016	39386	250.25
CDA	WHITE MOUNTAIN PUBLISHING-IND.	06/02/2016	39387	384.80
CDA	WILTBANK, MARION	06/02/2016	39388	12.00
CDA	Void - Information Only Check	06/02/2016	39389	.00
CDA	WOODLAND BUILDING CENTER	06/02/2016	39390	1,203.22
CDA	FOWLIE, DANIEL	06/02/2016	39391	2,000.00
CD	JOHN WAYNE DAYS RODEO	06/02/2016	39392	10,420.00
CDA	GUNNELS, BUTCH	06/06/2016	39393	500.00
CDPT	AFLAC	06/06/2016	39394	545.15
CDP	FINCH, STEPHANIE	06/09/2016	39395	1,165.61
CDP	WOOD, MARY K.	06/09/2016	39396	1,872.51
CDP	VALENZUELA, ORALIA	06/09/2016	39397	642.77
CDP	BEDDOW, THOMAS	06/09/2016	39398	121.35
CDP	WALKER, VERLYN	06/09/2016	39399	.00
CDP	NORMAN, MIKE	06/09/2016	39400	1,954.17
CDP	TADLOCK, MICHAEL O. II	06/09/2016	39401	207.87
CDP	BECKMAN, LEA M.	06/09/2016	39402	27.29
CDP	VICKERS, KEVIN	06/09/2016	39403	23.02
CDP	GOODSELL, JACOB N.	06/09/2016	39404	44.74
CDP	ROBBERTS, STEVEEN AARON	06/09/2016	39405	59.46
CDP	WILSON, CODY J	06/09/2016	39406	16.48
CDP	GOODMAN, TANNER	06/09/2016	39407	126.69
CDP	AVERY, CHRISTIAN T.	06/09/2016	39408	305.64

Journal	Payee or Description	Date	Check No	Amount
CDP	MCLAUGHLIN, SETH M.	06/09/2016	39409	508.70
CDP	BEARD, RONNIE P.	06/09/2016	39410	269.99
CDP	KENNEDY, GAYLON D.	06/09/2016	39411	523.43
CDPT	RAGHT	06/07/2016	39412	29,220.81
CDPT	AMERICAN HERITAGE LIFE	06/07/2016	39413	170.59
CDPT	AVESIS INSURANCE	06/07/2016	39414	211.54
CDA	APACHE COUNTY HEALTH DEPT.	06/08/2016	39415	122.03
CDA	AZ DEPT OF CORRECTIONS	06/08/2016	39416	172.85
CDA	AZ STATE FORESTRY DIVISION	06/08/2016	39417	1,929.81
CDA	AZ STATE LAND DEPARTMENT	06/08/2016	39418	5,000.00
CDA	BAKER'S OFFICE CITY	06/08/2016	39419	16.22
CDA	BALAR EQUIPMENT CORPORATION	06/08/2016	39420	223.15
CDA	BASHAS', INC.	06/08/2016	39421	112.69
CDA	BLUE HILLS ENVIRONMENTAL ASSOC	06/08/2016	39422	392.59
CDA	Void - Information Only Check	06/08/2016	39423	.00
CDA	CARQUEST OF SPRINGVILLE	06/08/2016	39424	1,483.02
CDA	COWBOY UP HAY & RANCH SUPPLY	06/08/2016	39425	122.12
CDA	E & E SERVICES, INC.	06/08/2016	39426	158.79
CDA	EAGAR FIREFIGHTER ASSOCIATION	06/08/2016	39427	120.00
CDA	EMPIRE SOUTHWEST	06/08/2016	39428	524.56
CDA	FONYI, JOHN	06/08/2016	39429	47.42
CDA	HATCH CONST. & PAVING, INC.	06/08/2016	39430	123.54
CDA	J2 ENGINEERING AND ENVIRONMENT	06/08/2016	39431	10,127.15
CDA	DANA KEPNER COMPANY, INC	06/08/2016	39432	786.81
CDA	MERRITT, JEREMIAH	06/08/2016	39433	29.19
CDA	MISSION LINEN SUPPLY	06/08/2016	39434	110.26
CDA	NAPA AUTO PARTS	06/08/2016	39435	247.13
CDA	NATIONAL BANK OF ARIZONA	06/08/2016	39436	4,148.21
CDA	NORMAN, MICHAEL	06/08/2016	39437	29.64
CDA	OCCUPATIONAL SAFETY SERVICES	06/08/2016	39438	58.00
CDA	PERKINS CINDERS INC	06/08/2016	39439	14,249.02
CDA	QUEST ENTERPRISES, INC	06/08/2016	39440	1,607.79
CDA	RYALL, TAMI	06/08/2016	39441	281.53
CDA	TOWN OF SPRINGVILLE	06/08/2016	39442	642.14
CDA	VALLEY AUTO PARTS	06/08/2016	39443	889.38
CDA	WESTERN DRUG, INC.	06/08/2016	39444	45.71
CDA	WHITE MOUNTAIN COMMUNICATIONS	06/08/2016	39445	80.27
CDA	WHITE MOUNTAIN PUBLISHING-IND.	06/08/2016	39446	614.63
CDA	WILTBANK, MARION	06/08/2016	39447	202.00
CDA	WINN, DANIELLE	06/08/2016	39448	150.00
CDP	NORMAN, MIKE	06/09/2016	39449	1,925.97
CDPT	Support Payment Clearing House	06/09/2016	39450	92.00
CDPT	Support Payment Clearing House	06/09/2016	39451	52.44
CDPT	FAMILY SUPPORT REGISTRY	06/09/2016	39452	24.72
CDPT	Eagar Firefighter Assoc	06/09/2016	39453	283.10
CDPT	PUBLIC SAFETY PERSONNEL	06/09/2016	39454	6,058.80
CDA	A.L.E.R.T.	06/15/2016	39455	177.14
CDA	AMERICAN TRUCK SALVAGE INC	06/15/2016	39456	1,357.50
CDA	APACHE COUNTY	06/15/2016	39457	500.00
CDA	APACHE COUNTY TREASURER	06/15/2016	39458	127.62
CDA	AZ DEPT OF ADMINISTRATION	06/15/2016	39459	27.50
CDA	AZ STATE TREASURER	06/15/2016	39460	2,068.44
CDA	BLUEBIRD VINTAGE	06/15/2016	39461	470.72
CDA	CENTRAL ARIZONA SUPPLY	06/15/2016	39462	998.70
CDA	COWBOY UP HAY & RANCH SUPPLY	06/15/2016	39463	11.99
CDA	DUNCAN, SARA	06/15/2016	39464	61.08
CDA	FORESTRY SUPPLIERS, INC	06/15/2016	39465	282.75
CDA	GALLS - QUARTERMASTER	06/15/2016	39466	100.26
CDA	GURTLER, MICHAEL	06/15/2016	39467	294.00

Journal	Payee or Description	Date	Check No	Amount
CDA	HAWKER & EVANS ASPHALT CO	06/15/2016	39468	41,272.88
CDA	KONICA MINOLTA BUSINESS SOLUTI	06/15/2016	39469	161.25
CDA	NEWMAN SIGNS INC	06/15/2016	39470	218.68
CDA	SWEAT SHOP	06/15/2016	39471	19.09
CDA	TOWN OF SPRINGERVILLE	06/15/2016	39472	3,000.00
CDA	UNIVERSAL POLICE SUPPLY CO	06/15/2016	39473	780.20
CDP	FINCH, STEPHANIE	06/23/2016	39474	1,077.21
CDP	WOOD, MARY K.	06/23/2016	39475	1,841.18
CDP	VALENZUELA, ORALIA	06/23/2016	39476	642.77
CDP	HAMBLIN, BRYCE M.	06/23/2016	39477	349.00
CDP	MCNEILL, WINSLOW	06/23/2016	39478	88.15
CDP	ERHART, STEVE	06/23/2016	39479	88.75
CDP	NELSON, JAMES, JR	06/23/2016	39480	91.55
CDP	BROWNING, ELWIN ALLEN	06/23/2016	39481	91.55
CDP	SEELEY, DEBRA	06/23/2016	39482	91.55
CDP	KENNEDY, GAYLON D.	06/23/2016	39483	523.43
CD	LOU CARNRIGHT - SEC 125	06/02/2016	39484	335.94
CDA	A-1 GLASS & MIRROR	06/23/2016	39485	380.00
CDA	AZ DEPT OF CORRECTIONS	06/23/2016	39486	295.00
CDA	BALAR EQUIPMENT CORPORATION	06/23/2016	39487	883.26
CDA	BROWN & BROWN LAW OFFICES,P.C.	06/23/2016	39488	3,265.11
CDA	CM ENGINEERING	06/23/2016	39489	9,348.75
CDA	CONQUEST TECHNOLOGY GROUP	06/23/2016	39490	2,128.98
CDA	COWBOY UP HAY & RANCH SUPPLY	06/23/2016	39491	148.34
CDA	DAVIS TRUE VALUE HDWRE, INC	06/23/2016	39492	298.80
CDA	EAPPA	06/23/2016	39493	3,693.15
CDA	FRONTIER	06/23/2016	39494	2,043.73
CDA	FRONTIER - LONG DISTANCE	06/23/2016	39495	23.34
CDA	GALLS - QUARTERMASTER	06/23/2016	39496	54.98
CDA	HATCH INDUSTRIES LLC	06/23/2016	39497	5,519.59
CDA	HOLLAND, MARGE	06/23/2016	39498	47.38
CDA	INTERSTATE BATTERIES	06/23/2016	39499	733.36
CDA	JOHN WAYNE CANCER FOUNDATION	06/23/2016	39500	4,721.82
CDA	JOHN WAYNE ENTERPRISES	06/23/2016	39501	3,500.00
CDA	KEPLER, NADINE	06/23/2016	39502	50.00
CDA	MISSION LINEN SUPPLY	06/23/2016	39503	30.03
CDA	Void - Information Only Check	06/23/2016	39504	.00
CDA	NAVOPACHE ELECTRIC COOPERATIVE	06/23/2016	39505	14,692.69
CDA	QUILL CORPORATION	06/23/2016	39506	84.73
CDA	READY GLASS LLC	06/23/2016	39507	1,103.75
CDA	REALTY EXEC WHITE MTNS	06/23/2016	39508	57.14
CDA	SNOW, SLADE	06/23/2016	39509	25.00
CDA	SONJA C. OWENS	06/23/2016	39510	10.00
CDA	VERIZON WIRELESS	06/23/2016	39511	31.08
CDA	WHITE MTN REG MED CNTR	06/23/2016	39512	75.00
CDA	WILSON, CODY	06/23/2016	39513	32.70
CDA	ZUMAR INDUSTRIES, INC	06/23/2016	39514	56.78
CDPT	Support Payment Clearing House	06/23/2016	39515	92.00
CDPT	PUBLIC SAFETY PERSONNEL	06/23/2016	39516	5,950.06
CDA	BINGHAM, DUSTIE	06/29/2016	39517	104.70
CDA	BURNHAM MARTUARY	06/29/2016	39518	770.00
CDA	CENTRAL ARIZONA SUPPLY	06/29/2016	39519	1,007.09
CDA	COWBOY UP HAY & RANCH SUPPLY	06/29/2016	39520	82.89
CDA	DUNCAN, SARA	06/29/2016	39521	18.16
CDA	E & E SERVICES, INC.	06/29/2016	39522	39.41
CDA	INTERSTATE BATTERIES	06/29/2016	39523	257.56
CDA	KONICA MINOLTA BUSINESS SOLUTI	06/29/2016	39524	144.68
CDA	MISSION LINEN SUPPLY	06/29/2016	39525	59.40
CDA	NATIONAL BANK OF ARIZONA	06/29/2016	39526	29.00

Journal	Payee or Description	Date	Check No	Amount
CDA	OLSON, DANIKA	06/29/2016	39527	63.51
CDA	REED, ROBERTA	06/29/2016	39528	420.08
CDA	TROY/SUZANNA TAYLOR	06/29/2016	39529	48.32
CDA	TUACAHN HOMES LLC	06/29/2016	39530	535.00
CDP	RYALL, TAMI - DIR DEP	06/09/2016	6091601	.00
CDP	WILTBANK, MARION - DIR DEP	06/09/2016	6091602	.00
CDP	WILSON, EVA - DIR DEP	06/09/2016	6091603	.00
CDP	RAY, BRUCE - DIR DEP	06/09/2016	6091604	.00
CDP	LOYD, JEREMIAH - DIR DEP	06/09/2016	6091605	.00
CDP	HENDERSON, ELECIA - DIR DEP	06/09/2016	6091606	.00
CDP	CARNRIGHT, LOURDES M. - DIR DEP	06/09/2016	6091607	.00
CDP	SLADE, RONDA - DIR DEP	06/09/2016	6091608	.00
CDP	RICHARDSON, WALKER - DIR DEP	06/09/2016	6091609	.00
CDP	CASILLAS, JASON - DIR DEP	06/09/2016	6091610	.00
CDP	GLEESON, WILLIAM - DIR DEP	06/09/2016	6091611	.00
CDP	SWEETSER, MICHAEL G. - DIR DEP	06/09/2016	6091612	.00
CDP	JONES, STEVEN B - DIR DEP	06/09/2016	6091613	.00
CDP	STONESTREET, ROBERT M. - DIR DEP	06/09/2016	6091614	.00
CDP	GILLIAM, ZONA H. - DIR DEP	06/09/2016	6091615	.00
CDP	WITTING, SUMMER G. - DIR DEP	06/09/2016	6091616	.00
CDP	NUTTALL, MARY - DIR DEP	06/09/2016	6091617	.00
CDP	ADAMS, FRANK - DIR DEP	06/09/2016	6091618	.00
CDP	MCDOWELL, LEVI - DIR DEP	06/09/2016	6091619	.00
CDP	GRIMSHAW, SHEYENNE R. - DIR DEP	06/09/2016	6091620	.00
CDP	BINGHAM, DUSTIE LEA - DIR DEP	06/09/2016	6091621	.00
CDP	BROWNING, ELWIN - DIR DEP	06/09/2016	6091622	.00
CDP	PETERS, SHAWN - DIR DEP	06/09/2016	6091623	.00
CDP	WELCH, RON - DIR DEP	06/09/2016	6091624	.00
CDP	HALL, KENNETH R. JR - DIR DEP	06/09/2016	6091625	.00
CDP	WHITING, "WESLON" RICHARD - DIR DEP	06/09/2016	6091626	.00
CDP	MCLAUGHLIN, FRANK - DIR DEP	06/09/2016	6091627	.00
CDP	WHITING, JACK - DIR DEP	06/09/2016	6091628	.00
CDP	WHITE, DOUGLAS R. - DIR DEP	06/09/2016	6091629	.00
CDP	FONYI, JOHN K - DIR DEP	06/09/2016	6091630	.00
CDP	SUTTON, JOSEPH C - DIR DEP	06/09/2016	6091631	.00
CDP	WILTBANK, BRIAN - DIR DEP	06/09/2016	6091632	.00
CDP	GRUNDT, MICHAEL H. - DIR DEP	06/09/2016	6091633	.00
CDP	BEARD, PAT - DIR DEP	06/09/2016	6091634	.00
CDP	RYALL, TAMI - DIR DEP	06/23/2016	6231601	.00
CDP	WILTBANK, MARION - DIR DEP	06/23/2016	6231602	.00
CDP	WILSON, EVA - DIR DEP	06/23/2016	6231603	.00
CDP	RAY, BRUCE - DIR DEP	06/23/2016	6231604	.00
CDP	LOYD, JEREMIAH - DIR DEP	06/23/2016	6231605	.00
CDP	HENDERSON, ELECIA - DIR DEP	06/23/2016	6231606	.00
CDP	CARNRIGHT, LOURDES M. - DIR DEP	06/23/2016	6231607	.00
CDP	SLADE, RONDA - DIR DEP	06/23/2016	6231608	.00
CDP	RICHARDSON, WALKER - DIR DEP	06/23/2016	6231609	.00
CDP	CASILLAS, JASON - DIR DEP	06/23/2016	6231610	.00
CDP	GLEESON, WILLIAM - DIR DEP	06/23/2016	6231611	.00
CDP	SWEETSER, MICHAEL G. - DIR DEP	06/23/2016	6231612	.00
CDP	JONES, STEVEN B - DIR DEP	06/23/2016	6231613	.00
CDP	STONESTREET, ROBERT M. - DIR DEP	06/23/2016	6231614	.00
CDP	GILLIAM, ZONA H. - DIR DEP	06/23/2016	6231615	.00
CDP	WITTING, SUMMER G. - DIR DEP	06/23/2016	6231616	.00
CDP	BEARD, PAT - DIR DEP	06/23/2016	6231617	.00
CDP	NUTTALL, MARY - DIR DEP	06/23/2016	6231618	.00
CDP	ADAMS, FRANK - DIR DEP	06/23/2016	6231619	.00
CDP	REED, ROBERTA E. - DIR DEP	06/23/2016	6231620	.00
CDP	BINGHAM, DUSTIE LEA - DIR DEP	06/23/2016	6231621	.00

Journal	Payee or Description	Date	Check No	Amount
CDP	PHELPS, JOHN O. - DIR DEP	06/23/2016	6231622	.00
CDP	BROWNING, ELWIN - DIR DEP	06/23/2016	6231623	.00
CDP	PETERS, SHAWN - DIR DEP	06/23/2016	6231624	.00
CDP	WELCH, RON - DIR DEP	06/23/2016	6231625	.00
CDP	HALL, KENNETH R. JR - DIR DEP	06/23/2016	6231626	.00
CDP	WHITING, "WESLON" RICHARD - DIR DEP	06/23/2016	6231627	.00
CDP	MCLAUGHLIN, FRANK - DIR DEP	06/23/2016	6231628	.00
CDP	WHITING, JACK - DIR DEP	06/23/2016	6231629	.00
CDP	WHITE, DOUGLAS R. - DIR DEP	06/23/2016	6231630	.00
CDP	FONYI, JOHN K - DIR DEP	06/23/2016	6231631	.00
CDP	SUTTON, JOSEPH C - DIR DEP	06/23/2016	6231632	.00
CDP	WILTBANK, BRIAN - DIR DEP	06/23/2016	6231633	.00
CDP	GRUNDT, MICHAEL H. - DIR DEP	06/23/2016	6231634	.00
CDP	DIRECT DEPOSIT TOTAL	06/09/2016	9220061	40,353.85
CDP	DIRECT DEPOSIT TOTAL	06/23/2016	9220062	43,729.42

Total:	<u>400,080.66</u>
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GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
01-10750	COMBINED CASH FUND - CASH CLEARING UTILITY						
	3949	DUNCAN, SARA	OVER PAYMENT ONLINE	JUN16		06/28/2016	18.16
	3950	TROY/SUZANNA TAYLOR	OVER PAYMENT ONLINE	JUN16		06/28/2016	48.32
							66.48 *
Total COMBINED CASH FUND							66.48
10-25100	GENERAL FUND - SURCHARGE TO STATE PAYABLE						
	870	AZ STATE TREASURER	COURT DOCKET MONEY PAYMEN	MAY16		06/14/2016	2,068.44
10-25110	GENERAL FUND - SURCHARGE TO COUNTY PAYABLE						
	340	APACHE COUNTY TREASURER	JAIL FEE/ASSESSMENT FEE	MAY16		06/14/2016	127.62
10-25200	GENERAL FUND - PASS THROUGH PAYABLES						
	3940	WINN, DANIELLE	JWD RODEO PAYOUT	JUN16		06/06/2016	150.00
10-33-575	GENERAL FUND - RENTS/ROYALTIES - PARK PAVILLION RENTAL						
	3944	KEPLER, NADINE	REFUND RAMSEY PARK RESERV.	JUN16		06/20/2016	50.00
	3945	SNOW, SLADE	REFUND RAMSEY PARK RESERV.	JUN16		06/20/2016	25.00
							75.00 *
10-34-100	GENERAL FUND - CHARGE FOR SERVICE - CEMETERY - OPEN/CLOSE						
	3947	BURNHAM MARTUARY	REIMBURSMENT	JUN16		06/13/2016	770.00
10-35-120	GENERAL FUND - RECREATION/EVENTS - JOHN WAYNE DAYS RODEO						
	3938	LOVEALL, KYLE	REFUND-JWD RODEO REGISTRA'	MAY16		05/31/2016	420.00
10-36-500	GENERAL FUND - FEES & PERMITS - BUILDING PERMITS						
	3943	GURTLER, MICHAEL	OVERPAYMENT - BUILDING PERM	JUN16		06/15/2016	294.00
10-38-182	GENERAL FUND - DONATIONS - JOHN WAYNE CANCER FOUNDATION						
	1940	JOHN WAYNE CANCER FOUNDA	JOHN WAYNE DAYS	JUN2016		06/22/2016	4,721.82
	1950	JOHN WAYNE ENTERPRISES	JOHN WAYNE DAYS	JUN2016		06/22/2016	3,500.00
							8,221.82 *
10-40-695	GENERAL FUND - MAYOR & COUNCIL - EMPLOYEE/CITIZEN AWARDS						
	740	BASHAS', INC.	ZIP FREEZER GL	15101488		05/05/2016	21.77
	740	BASHAS', INC.	PIZZA	15135463		05/16/2016	46.86
							68.63 *
Total MAYOR & COUNCIL							68.63
10-41-398	GENERAL FUND - GENERAL GOVERNMENT - COPY MACHINE LEASE						
	2020	KONICA MINOLTA BUSINESS SO	C652DS PRINTER/COLOR PRINTS	240154064		06/18/2016	60.46
	2020	KONICA MINOLTA BUSINESS SO	C652DS PRINTER COPIER	240158076		06/19/2016	84.22
							144.68 *
10-41-501	GENERAL FUND - GENERAL GOVERNMENT - INSURANCE DEDUCTABLES						
	3430	TUACAHN HOMES LLC	REPLACE BROKEN GLASS - KATF			06/22/2016	535.00
10-41-571	GENERAL FUND - GENERAL GOVERNMENT - ATTORNEY						
	870	BROWN & BROWN LAW OFFICE	LEGAL SERVICES-TOWN BUSINE'	EAGAR-665		06/15/2016	1,488.00
	870	BROWN & BROWN LAW OFFICE	LEGAL SERVICES-PROSECUTION	EAGAR-666		06/15/2016	752.00
							2,240.00 *
10-41-572	GENERAL FUND - GENERAL GOVERNMENT - COMPUTER SUPPORT						
	1100	CONQUEST TECHNOLOGY GRO	MONTHLY SERVICE AGREEMENT	2036		06/22/2016	652.77
10-41-578	GENERAL FUND - GENERAL GOVERNMENT - SENIOR CITIZEN CENTER						
	2950	RV SENIOR CITIZENS CENTER	CONTRIBUTION SENIOR CENTER	JUN16		06/01/2016	2,083.33

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-41-595	GENERAL FUND - GENERAL GOVERNMENT - EAGAR DAYS						
	3840 WILTBANK, MARION		REIMBURSE - PURCHASE 3 BASK	MAY16		05/19/2016	12.00
10-41-620	GENERAL FUND - GENERAL GOVERNMENT - MPC EXP UNRELATED TO BONDS						
	2440 NAVOPACHE ELEC COOP, INC		150 N MAIN SIGN	N16/2649605		06/09/2016	221.83
<b>Total GENERAL GOVERNMENT</b>							<b>5,889.61</b>
10-42-310	GENERAL FUND - MAGISTRATE - OFFICE SUPPLIES						
	2380 NATIONAL BANK OF ARIZONA		2714/STANDARD NOTARY	JUN16/2714	27433	06/02/2016	117.00
10-42-525	GENERAL FUND - MAGISTRATE - POSTAGE, FREIGHT & FEES						
	2380 NATIONAL BANK OF ARIZONA		2714/USPS	JUN16/2714		06/02/2016	53.80
10-42-570	GENERAL FUND - MAGISTRATE - PROFESSIONAL & TECHNICAL SRV						
	290 APACHE COUNTY		MAGISTRATE COSTS	JUN16		06/15/2016	500.00
	720 BAKER'S OFFICE CITY		SHR DIGITAL COPIER - #5659	568345-0		05/01/2016	16.22
							516.22
10-42-585	GENERAL FUND - MAGISTRATE - TRAINING & TRAVEL						
	825 BINGHAM, DUSTIE		REIMBURSE - MILEAGE & PER-DIE	JUN16		06/28/2016	104.70
	2380 NATIONAL BANK OF ARIZONA		2714/JUDICIAL CONFERENCE	JUN16/2714	27399	06/02/2016	250.00
	2865 REED, ROBERTA		REIMBURSE - MILEAGE & PER-DIE	JUN16		06/28/2016	420.08
							774.78
<b>Total MAGISTRATE</b>							<b>1,461.80</b>
10-43-585	GENERAL FUND - TOWN MANAGER - TRAINING & TRAVEL						
	2960 RYALL, TAMI		REIMBURSE MILEAGE	JUN16		06/02/2016	275.08
<b>Total TOWN MANAGER</b>							<b>275.08</b>
10-44-520	GENERAL FUND - TOWN CLERK - PRINTING & ADVERTISING						
	3700 WHITE MOUNTAIN PUBLISHING-		CALL OF ELECTION DISPLAY ADC	95363401	27411	05/08/2016	107.51
	3700 WHITE MOUNTAIN PUBLISHING-		CALL OF ELECTION DISPLAY ADC	95403401	27411	05/17/2016	78.13
	3700 WHITE MOUNTAIN PUBLISHING-		CALL OF ELECTION DISPLAY ADC	95416501	27411	05/17/2016	107.51
	3700 WHITE MOUNTAIN PUBLISHING-		CALL OF ELECTION DISPLAY ADC	95440301	27411	05/17/2016	78.13
	3700 WHITE MOUNTAIN PUBLISHING-		AD - CERTIFIED POLICE OFFICER	95499501	27458	05/31/2016	15.30
	3700 WHITE MOUNTAIN PUBLISHING-		AD - CERTIFIED POLICE OFFICER	95562301	27458	05/31/2016	99.04
	3700 WHITE MOUNTAIN PUBLISHING-		PUBLIC NOTICE - BUDGET	LEGAL#9781	27424	05/20/2016	76.96
	3700 WHITE MOUNTAIN PUBLISHING-		RESOLUTION 16-04	LEGAL#9783	27424	05/20/2016	169.31
	3700 WHITE MOUNTAIN PUBLISHING-		RESOLUTION 16-05	LEGAL#9784	27424	05/20/2016	138.53
							870.42
10-44-525	GENERAL FUND - TOWN CLERK - POSTAGE & FREIGHT						
	2380 NATIONAL BANK OF ARIZONA		2110/USPS	JUN16/2110		06/02/2016	1.57
	2390 NATIONAL BANK OF ARIZONA		PETTY CASH/UPS	JUN16		06/27/2016	2.00
							3.57
10-44-585	GENERAL FUND - TOWN CLERK - TRAINING & TRAVEL						
	2380 NATIONAL BANK OF ARIZONA		2110/AMCA-ELECTIONS TRAINING	JUN16/2110	27445	06/02/2016	170.00
	3840 WILTBANK, MARION		PER-DIEM/MILEAGE AMCA CLERK	JUN16		06/08/2016	202.00

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							372.00 *
Total TOWN CLERK							1,245.99
10-45-520	GENERAL FUND - COMMUNITY DEVELOPMENT - PRINTING & ADVERTISING						
3700	WHITE MOUNTAIN PUBLISHING-	PUBLIC NOTICE - P & Z		95542301		05/31/2016	129.01
Total COMMUNITY DEVELOPMENT							129.01
10-46-399	GENERAL FUND - FINANCE - OTHER						
430	ARIZONA DEPT OF REVENUE	PENALTY/INTEREST		16016898850		05/26/2016	207.24
10-46-525	GENERAL FUND - FINANCE - POSTAGE, FREIGHT & FEES						
2380	NATIONAL BANK OF ARIZONA	2615/USPS		JUN16/2615		06/02/2016	.94
2380	NATIONAL BANK OF ARIZONA	2615/USPS		JUN16/2615		06/02/2016	91.14
2380	NATIONAL BANK OF ARIZONA	2615/USPS		JUN16/2615		06/02/2016	13.16
2960	RYALL, TAMI	REIMBURSE POSTAGE		JUN16		06/02/2016	6.45
							111.69 *
10-46-526	GENERAL FUND - FINANCE - BANKING FEES						
2380	NATIONAL BANK OF ARIZONA	2813/PAYPALL		JUN16/2813		06/02/2016	4.20
Total FINANCE							323.13
10-50-300	GENERAL FUND - POLICE - CLOTHING ALLOWANCE						
1570	GALL'S/QUARTERMASTER	SERVING SINCE NAME TAG		005431385		05/22/2016	43.99
2760	PREMIERE DRY CLEANING	HEM UNIFORMS - RICHARDSON		3845		05/24/2016	49.50
3530	UNIVERSAL POLICE SUPPLY CO	UNIFORMS - HURTADO & RICHA		192880	27428	05/16/2016	780.20
							873.69 *
10-50-325	GENERAL FUND - POLICE - OPERATING COSTS						
1210	DAVIS TRUE VALUE HDWRE, INC	KEY		41000		05/02/2016	29.26
2380	NATIONAL BANK OF ARIZONA	4918/PAYPAL BLUEBOOK DIRECT		JUN16/4918		06/02/2016	53.95
2390	NATIONAL BANK OF ARIZONA	PETTY CASH/TITLE		JUN16		06/27/2016	4.00
2390	NATIONAL BANK OF ARIZONA	PETTY CASH/TITLE		JUN16		06/27/2016	4.00
3200	SUN BADGE CO.	OFFICER BADGES		366567	27279	05/26/2016	250.25
3220	SWEAT SHOP	ENGRAVED PLATES		872528		06/08/2016	19.09
3660	WESTERN DRUG, INC.	BATTERIES		596783		05/17/2016	5.44
							365.99 *
10-50-350	GENERAL FUND - POLICE - AMMUNITION & GUN SUPPLIES						
2980	SAN DIEGO POLICE EQUIPMENT	AMMO		622952	27361	05/25/2016	756.03
3660	WESTERN DRUG, INC.	GUN CLEANING SUPPLIES		177739		05/01/2016	40.27
							796.30 *
10-50-398	GENERAL FUND - POLICE - COPY MACHINE LEASE						
2020	KONICA MINOLTA BUSINESS SO	C552 PRINTER/COPIER COLOR		240039351		06/05/2016	9.25
2020	KONICA MINOLTA BUSINESS SO	C552 PRINTER/COPIER		240043865		06/06/2016	152.00
							161.25 *
10-50-525	GENERAL FUND - POLICE - POSTAGE & FREIGHT						
2380	NATIONAL BANK OF ARIZONA	4918/USPS		JUN16/4918		06/02/2016	12.64
2380	NATIONAL BANK OF ARIZONA	4918/USPS		JUN16/4918		06/02/2016	30.85
							43.49 *
10-50-550	GENERAL FUND - POLICE - EQUIPMENT MAINTENANCE						
110	A.L.E.R.T.	RADAR/CALIBRATION AND REPAI		16-1089	27446	06/13/2016	177.14
2380	NATIONAL BANK OF ARIZONA	4918/CHIEF SUPPLY		JUN16/4918		06/02/2016	48.94

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							226.08 *
10-50-570	GENERAL FUND - POLICE - PROFESSIONAL & TECHNICAL SRV						
	3720 WHITE MTN REG MED CNTR	DRUG SCREENING - CVP KODI C/	S0007706			05/31/2016	75.00
10-50-575	GENERAL FUND - POLICE - DISPATCH SERVICES						
	310 APACHE COUNTY FINANCE	DISPATCH SERVICES	JUN16			06/01/2016	1,425.00
10-50-585	GENERAL FUND - POLICE - TRAINING & TRAVEL						
	2380 NATIONAL BANK OF ARIZONA	0610/HOTEL	JUN16/0610			06/02/2016	67.30
10-50-595	GENERAL FUND - POLICE - PUBLIC RELATIONS ITEMS						
	2380 NATIONAL BANK OF ARIZONA	0610/MOTIVATIONS.COM	JUN16/0610	27457		06/02/2016	220.08
10-50-720	GENERAL FUND - POLICE - PC - VEHICLES, EQUIP & MACHINE						
	1210 DAVIS TRUE VALUE HDWRE, INC	KEY	41082			05/11/2016	14.36
<b>Total POLICE</b>							<b>4,268.54</b>
10-51-300	GENERAL FUND - FIRE - CLOTHING ALLOWANCE						
	1570 GALL'S/QUARTERMASTER	UNIFORMS	005471793	27462		05/31/2016	100.26
	1570 GALL'S/QUARTERMASTER	UNIFORMS	005525194	27462		06/09/2016	54.98
							155.24 *
10-51-326	GENERAL FUND - FIRE - OSHA PHYSICALS						
	320 APACHE COUNTY HEALTH DEP1	IMMUNIZATIONS	EFD52316			05/23/2016	122.03
10-51-335	GENERAL FUND - FIRE - MACHINERY & EQUIPMENT SUPPLIES						
	970 CARQUEST OF SPRINGERVILLE	4SQ FT CHAMOIS - NOZZLE SINGI	627477			05/31/2016	41.13
10-51-336	GENERAL FUND - FIRE - OSHA SAFETY EQUIPMENT CERT						
	2380 NATIONAL BANK OF ARIZONA	2318/AED.COM - AED PADS & BAT	JUN16/2318	27448		06/02/2016	706.70
	2380 NATIONAL BANK OF ARIZONA	2318/HEARTSMART - AED PADS &	JUN16/2318	27448		06/02/2016	505.00
							1,211.70 *
10-51-350	GENERAL FUND - FIRE - SMALL TOOLS & HARDWARE						
	3590 VALLEY AUTO PARTS	TOGGLE SWITCH	52911			05/02/2016	41.91
10-51-399	GENERAL FUND - FIRE - OTHER						
	740 BASHAS', INC.	MISC SUPPLIES	15121274			05/11/2016	2.38
10-51-550	GENERAL FUND - FIRE - RADIO MAINTENANCE & REPAIR						
	3690 WHITE MOUNTAIN COMMUNICA'	REPLACE VOLUME CONTROL	2016 0526 1			05/26/2016	80.27
10-51-570	GENERAL FUND - FIRE - PREVENTION & CLEAN-UP						
	740 BASHAS', INC.	COOKIES	15096678			05/04/2016	6.15
	2380 NATIONAL BANK OF ARIZONA	2318/LOS CORRALES REST	JUN16/2318			06/02/2016	49.21
	3810 WILSON, CODY	REIMBURSE - JWD PARADE CANI	JUN16			06/06/2016	32.70
							88.06 *
10-51-575	GENERAL FUND - FIRE - DISPATCHING						
	310 APACHE COUNTY FINANCE	DISPATCH SERVICES	JUN16			06/01/2016	1,425.00
10-51-580	GENERAL FUND - FIRE - DUES & SUBSCRIPTIONS						
	1285 EAGAR FIREFIGHTER ASSOCIAT1	INCIDENTAL PAY TO DEPT - DUES	AY16/160601			06/01/2016	120.00
10-51-590	GENERAL FUND - FIRE - INVESTIGATION						
	1210 DAVIS TRUE VALUE HDWRE, INC	DUST MASK	41062			05/09/2016	14.16

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<b>Total FIRE</b>							<b>3,301.88</b>
10-52-585	GENERAL FUND - FIRE CONTINUED/WILDLAND - TRAINING & TRAVEL						
2490	NORMAN, MICHAEL	REIMBURSE MEALS - WILDLAND I		JUN16		06/01/2016	29.64
3870	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8		45595883		05/31/2016	245.43
							275.07 *
<b>Total FIRE CONTINUED/WILDLAND</b>							<b>275.07</b>
10-53-300	GENERAL FUND - POLICE CONT/ANIMAL CONTRO - CLOTHING ALLOWANCE						
970	CARQUEST OF SPRINGERVILLE	SENSA-TRAC TRUCK SHK		627480		05/31/2016	93.78
1570	GALL'S/QUARTERMASTER	SERVING SINCE NAME TAG		005412554		05/18/2016	14.65
							108.43 *
<b>Total POLICE CONT/ANIMAL CONTRO</b>							<b>108.43</b>
10-55-611	GENERAL FUND - PARKS & RECREATION - JOHN WAYNE DAYS						
1500	FOWLIE, DANIEL	JWD RODEO ANNOUNCER		JUN16	27444	06/02/2016	2,000.00
1670	GUNNELS, BUTCH	JOHN WAYNE DAYS BAND		JUN16		06/06/2016	500.00
2380	NATIONAL BANK OF ARIZONA	0917/AMAZON HP UNIVERSAL BO		JUN16/0917		06/02/2016	20.59
2380	NATIONAL BANK OF ARIZONA	2110/AFIG INC		JUN16/2110		06/02/2016	50.00
2380	NATIONAL BANK OF ARIZONA	2110/USPS		JUN16/2110		06/02/2016	30.93
2380	NATIONAL BANK OF ARIZONA	2615/USPS		JUN16/2615		06/02/2016	195.50
2380	NATIONAL BANK OF ARIZONA	2714/USPS		JUN16/2714		06/02/2016	2.30
2380	NATIONAL BANK OF ARIZONA	2813/ITUNES		JUN16/2813		06/02/2016	10.90
							2,810.22 *
10-55-614	GENERAL FUND - PARKS & RECREATION - FOURTH OF JULY						
3390	TOWN OF SPRINGERVILLE	4TH OF JULY FIRE WORKS		JUN16		06/13/2016	3,000.00
<b>Total PARKS &amp; RECREATION</b>							<b>5,810.22</b>
10-58-290	GENERAL FUND - FACILITIES - PRISON LABOR CHARGES						
580	AZ DEPT OF CORRECTIONS	INTER/AGREE INMATE-MILEAGE	3/W05052016			06/02/2016	51.86
590	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	03 20160526			05/27/2016	79.50
590	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	03 20160609			06/15/2016	88.50
							219.86 *
10-58-300	GENERAL FUND - FACILITIES - CLOTHING ALLOWANCE						
1480	FONYI, JOHN	REIMBURSE WORK BOOTS		JUN16		06/07/2016	47.42
10-58-320	GENERAL FUND - FACILITIES - CLEANING & SANITARY SUPPLIES						
1280	E & E SERVICES, INC.	PAPER PRODUCTS		A184964	27470	06/07/2016	39.41
1280	E & E SERVICES, INC.	PAPER PRODUCTS		A184964	27470	06/07/2016	33.91
1280	E & E SERVICES, INC.	PAPER PRODUCTS		A184964	27470	06/07/2016	33.91
1280	E & E SERVICES, INC.	TRASH BAGS		A184972		06/07/2016	51.56
1280	E & E SERVICES, INC.	JUMBO 9" 2PLY 12RLS/CASE		A185288		06/26/2016	39.41
2270	MISSION LINEN SUPPLY	LINEN SERVICE		502618083		06/03/2016	45.76
2380	NATIONAL BANK OF ARIZONA	0917/DOLLAR GENERAL		JUN16/0917		06/02/2016	6.00
2390	NATIONAL BANK OF ARIZONA	PETTY CASH/FLAG		JUN16		06/27/2016	5.00
2830	QUILL CORPORATION	AIR FRESHENRS		6493002		06/08/2016	28.24
2830	QUILL CORPORATION	AIR FRESHENRS		6493002		06/08/2016	28.24
2830	QUILL CORPORATION	AIR FRESHENRS		6493002		06/08/2016	28.25

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							339.69 *
10-58-350	GENERAL FUND - FACILITIES - SMALL TOOLS AND EQUIPMENT						
	1140	COWBOY UP HAY & RANCH SUF	STIHL PARTS	140910		05/26/2016	39.23
	1140	COWBOY UP HAY & RANCH SUF	STIHL HEAD BASE	141642		06/07/2016	11.99
	1210	DAVIS TRUE VALUE HDWRE, INC	32" PRO YEL PIKSTICK	41152		05/17/2016	28.36
	2380	NATIONAL BANK OF ARIZONA	0511/AMAZON MOWER PARTS	JUN16/0511		06/02/2016	37.50
	2390	NATIONAL BANK OF ARIZONA	PETTY CASH/POW FLAGS	JUN16		06/27/2016	14.00
	3860	WOODLAND BUILDING CENTER	BULB	A300251973		05/23/2016	3.89
	3860	WOODLAND BUILDING CENTER	ZIP TIES - BANNERS	A300251973		05/23/2016	15.18
	3860	WOODLAND BUILDING CENTER	MATERIALS	A400213322		05/16/2016	2.86
	3860	WOODLAND BUILDING CENTER	TARP/BUNGEE CORDS	A600285549		05/23/2016	23.31
							176.32 *
10-58-355	GENERAL FUND - FACILITIES - SAFETY EQUIPMENT						
	2380	NATIONAL BANK OF ARIZONA	0917/AMAZON IBUPROFEN	JUN16/0917		06/02/2016	2.32
	3590	VALLEY AUTO PARTS	GLOVES	53032		05/04/2016	8.98
							11.30 *
10-58-360	GENERAL FUND - FACILITIES - BUILDING REPAIR MATERIAL & SUP						
	2380	NATIONAL BANK OF ARIZONA	0511/CENTRAL MODULE	JUN16/0511	27454	06/02/2016	153.26
	3860	WOODLAND BUILDING CENTER	MATERIALS	A300251822		05/19/2016	10.21
	3860	WOODLAND BUILDING CENTER	MATERIALS	A300252024		05/24/2016	9.24
	3860	WOODLAND BUILDING CENTER	LITE QUARTZ 300W HAL BZ	A400213544		05/23/2016	13.08
	3860	WOODLAND BUILDING CENTER	AIR CONDITIONER	A600285372	27439	05/19/2016	240.00
	3860	WOODLAND BUILDING CENTER	FAN EXHAUST BATH	A600285520		05/23/2016	39.80
							465.59 *
10-58-380	GENERAL FUND - FACILITIES - PARK & GROUNDS MATERIALS						
	1210	DAVIS TRUE VALUE HDWRE, INC	SUPPLIES	41006		05/03/2016	61.07
	1210	DAVIS TRUE VALUE HDWRE, INC	SUPPLIES	41161		05/18/2016	79.61
	1210	DAVIS TRUE VALUE HDWRE, INC	OIL	41254		05/24/2016	8.71
	3860	WOODLAND BUILDING CENTER	MATERIALS	A300251741		05/16/2016	12.41
	3860	WOODLAND BUILDING CENTER	MATERIALS	A300251977		05/23/2016	19.25
	3860	WOODLAND BUILDING CENTER	MISC MATERIALS	A300252125		05/25/2016	52.42
	3860	WOODLAND BUILDING CENTER	2" BURY Y.H. 1" INLET	A500182858		05/23/2016	93.13
	3860	WOODLAND BUILDING CENTER	REPAIR SPRINKLER	A600284745		05/05/2016	12.53
	3860	WOODLAND BUILDING CENTER	HOSE FLEXOGEN	A600284884		05/09/2016	47.99
	3860	WOODLAND BUILDING CENTER	CULTIVATOR HULA-HO	A600285227		05/16/2016	49.61
	3860	WOODLAND BUILDING CENTER	MATERIALS	A600285367		05/19/2016	21.57
	3860	WOODLAND BUILDING CENTER	1x3/4" GALV BUSHING	A600285527		05/23/2016	3.81
							462.11 *
10-58-505	GENERAL FUND - FACILITIES - ELECTRICITY						
	2440	NAVOPACHE ELEC COOP, INC	TRUCK SHOP #2	N16/2440705		06/09/2016	927.91
	2440	NAVOPACHE ELEC COOP, INC	TRUCK LINE	N16/2440905		06/09/2016	595.66
	2440	NAVOPACHE ELEC COOP, INC	1ST AVE NE 1/4	N16/2492805		06/09/2016	186.73
	2440	NAVOPACHE ELEC COOP, INC	EAGAR FIR DPT #2	N16/2492905		06/09/2016	314.22
	2440	NAVOPACHE ELEC COOP, INC	STREET LIGHTS	N16/2524205		06/09/2016	22.68
	2440	NAVOPACHE ELEC COOP, INC	STREET LIGHT U2	N16/2525205		06/09/2016	22.68
	2440	NAVOPACHE ELEC COOP, INC	RV BALL PARK	N16/2551305		06/09/2016	349.89
	2440	NAVOPACHE ELEC COOP, INC	EAGAR TRAFFIC LIGHT	N16/2633905		06/09/2016	83.65
	2440	NAVOPACHE ELEC COOP, INC	3-175 W MV STREET LTS	N16/2641405		06/09/2016	37.32
	2440	NAVOPACHE ELEC COOP, INC	578 N MAIN ST	N16/2654606		06/09/2016	205.11
	2440	NAVOPACHE ELEC COOP, INC	578 N MAIN ST	N16/2654606		06/09/2016	205.11
	2440	NAVOPACHE ELEC COOP, INC	STREET LIGHTS	N16/2675205		06/09/2016	1,078.02
	2440	NAVOPACHE ELEC COOP, INC	RVPD, EAGAR PUBLIC WORKS	N16/2681605		06/09/2016	68.04
	2440	NAVOPACHE ELEC COOP, INC	174 S MAIN	N16/4124705		06/09/2016	680.89
	2440	NAVOPACHE ELEC COOP, INC	6TH AVE AND MAIN	N16/6487100		06/09/2016	6.15
	2440	NAVOPACHE ELEC COOP, INC	181 N EAGAR ST	N16/6496200		06/09/2016	67.36
	2440	NAVOPACHE ELEC COOP, INC	247 E 2ND AVE	N16/6726400		06/09/2016	200.28
	2440	NAVOPACHE ELEC COOP, INC	246 E 2ND AVE/RACKETTBALL CC	N16/7111000		06/09/2016	112.73
	2440	NAVOPACHE ELEC COOP, INC	194 N MAIN/GAZEBO CENTNL PR	N16/7569700		06/09/2016	49.87

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							5,214.30 *
10-58-510	GENERAL FUND - FACILITIES - TELEPHONE						
	1520	FRONTIER	333-2502/YARD	208-099-0069		06/15/2016	288.27
	1520	FRONTIER	333-1068/TOWN HALL	208-099-0069		06/15/2016	683.89
	1520	FRONTIER	333-4363/FIRE DPT	208-099-0069		06/15/2016	213.25
	1520	FRONTIER	TOWN HALL ETHERNET	JUN16/4000		06/07/2016	194.00
	1520	FRONTIER	333-4000/DISPATCH - ETHERNET	JUN16/4000		06/07/2016	470.32
	1520	FRONTIER	PW ETHERNET	JUN16/4000		06/07/2016	194.00
	1530	FRONTIER - LONG DISTANCE	LONG DISTANCE/POLICE DEPT	4637785		06/10/2016	23.34
							2,067.07 *
10-58-545	GENERAL FUND - FACILITIES - MACHINE & EQUIPMENT RENTAL						
	830	BLUE HILLS ENVIRONMENTAL A	PORTABLE RESTROOM/SKATEPF	9194757		05/26/2016	40.08
	830	BLUE HILLS ENVIRONMENTAL A	PORTABLE RESTROOM/SKATEPF	9194757		05/26/2016	40.08
							80.16 *
10-58-573	GENERAL FUND - FACILITIES - TRASH/DEBRIS DISPOSAL						
	830	BLUE HILLS ENVIRONMENTAL A	GARBAGE/MAINT. YARD	9194940		06/01/2016	75.23
	830	BLUE HILLS ENVIRONMENTAL A	GARBAGE/SEWER PONDS	9194940		06/01/2016	56.02
	830	BLUE HILLS ENVIRONMENTAL A	GARBAGE/RAMSEY PARK	9194940		06/01/2016	52.73
	830	BLUE HILLS ENVIRONMENTAL A	GARBAGE/RAMSEY PARK	9194940		06/01/2016	110.98
	830	BLUE HILLS ENVIRONMENTAL A	GARBAGE/REC CENTER	9194940		06/01/2016	56.02
	830	BLUE HILLS ENVIRONMENTAL A	GARBAGE/TOWN HALL	9194940		06/01/2016	41.61
							392.59 *
10-58-600	GENERAL FUND - FACILITIES - CEMETERY						
	840	BLUEBIRD VINTAGE	FLOWERS CEMETARY	MAY16	27452	05/26/2016	470.72
10-58-760	GENERAL FUND - FACILITIES - PC - BUILDINGS & LAND						
	660	AZ STATE LAND DEPARTMENT	PURCHASE REC CNTR NO. 53-111 O. 53-118314			05/27/2016	5,000.00
Total FACILITIES							14,947.13
10-59-290	GENERAL FUND - FLEET MAINTENANCE - PRISON LABOR CHARGES						
	580	AZ DEPT OF CORRECTIONS	INTER/AGREE INMATE-MILEAGE	3/W05052016		06/02/2016	17.28
	590	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L.	03 20160526		05/27/2016	26.50
	590	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L.	03 20160609		06/15/2016	29.50
							73.28 *
10-59-300	GENERAL FUND - FLEET MAINTENANCE - CLOTHING ALLOWANCE						
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502572864		05/27/2016	17.03
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502618083		06/03/2016	18.10
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502662052		06/10/2016	17.91
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502711360		06/17/2016	17.88
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502755667		06/24/2016	17.91
							88.83 *
10-59-305	GENERAL FUND - FLEET MAINTENANCE - SHOP SUPPLIES						
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502572864		05/27/2016	12.54
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502618083		06/03/2016	16.83
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502662052		06/10/2016	12.12
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502711360		06/17/2016	11.49
	2270	MISSION LINEN SUPPLY	LINEN SERVICE	502755667		06/24/2016	12.12
							65.10 *
10-59-330	GENERAL FUND - FLEET MAINTENANCE - TRUCK & AUTO SUPPLIES						
	970	CARQUEST OF SPRINGERVILLE	IGNITION LOCK CYL / SWITCH	625510		05/04/2016	38.19
	970	CARQUEST OF SPRINGERVILLE	OIL SEAL	625512		05/04/2016	58.77
	970	CARQUEST OF SPRINGERVILLE	FUEL PUMP	625536	27426	05/04/2016	176.73
	970	CARQUEST OF SPRINGERVILLE	FUEL LINE	625621		05/05/2016	3.25
	970	CARQUEST OF SPRINGERVILLE	NONHTD PLSTCCKD MIR	625632		05/05/2016	35.45
	970	CARQUEST OF SPRINGERVILLE	FUEL LINE	625634		05/05/2016	1.63

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	970	CARQUEST OF SPRINGERVILLE	AUTO PARTS	625645		05/05/2016	7.89
	970	CARQUEST OF SPRINGERVILLE	SWITCH	625879		05/09/2016	14.16
	970	CARQUEST OF SPRINGERVILLE	BRAKE PADS	625983		05/11/2016	32.46
	970	CARQUEST OF SPRINGERVILLE	NEW WATER PUMP	626017		05/11/2016	61.09
	970	CARQUEST OF SPRINGERVILLE	TRANSMISSION FIX - TRANS FILT	626827		05/23/2016	35.98
	970	CARQUEST OF SPRINGERVILLE	BMR KIT	626972		05/24/2016	54.53
	970	CARQUEST OF SPRINGERVILLE	OIL SEAL	627482		05/31/2016	44.71
	1890	INTERSTATE BATTERIES	BATTERIES	10087083	27484	06/27/2016	257.56
	2360	NAPA AUTO PARTS	TORQUE CONVERTER	956822	27461	06/01/2016	175.40
	2360	NAPA AUTO PARTS	A/TRANS SEAL, FRONT PUMP	956845		06/01/2016	9.15
	3590	VALLEY AUTO PARTS	STOP SWITCH	53104		05/05/2016	7.78
	3590	VALLEY AUTO PARTS	SEAT COVER	53274	27394	05/09/2016	205.93
							1,220.66 *
10-59-336	GENERAL FUND - FLEET MAINTENANCE - WINDSHIELDS						
	130	A-1 GLASS & MIRROR	GLASS REPAIR	A18999	27489	06/16/2016	380.00
	2850	READY GLASS LLC	GLASS REPAIR	1091	27068	06/16/2016	97.50
	2850	READY GLASS LLC	GLASS REPAIR	1091	27068	06/16/2016	97.50
	2850	READY GLASS LLC	GLASS REPAIR	1119	27242	06/16/2016	190.00
	2850	READY GLASS LLC	GLASS REPAIR	1126	27313	06/16/2016	310.00
	2850	READY GLASS LLC	GLASS REPAIR	1146	27376	06/16/2016	212.75
	2850	READY GLASS LLC	GLASS REPAIR	AUG 1092	27072	06/16/2016	196.00
							1,483.75 *
10-59-337	GENERAL FUND - FLEET MAINTENANCE - MACHINERY/EQUIP SUPPLIES						
	245	AMERICAN TRUCK SALVAGE INC	HOOD - F800 FORD	Q-13418	27482	06/06/2016	1,357.50
	730	BALAR EQUIPMENT CORPORAT	POLY/STEEL WAFER	416096	27410	06/09/2016	883.26
	970	CARQUEST OF SPRINGERVILLE	FUEL LINE	625885		05/10/2016	5.40
	970	CARQUEST OF SPRINGERVILLE	NUTS BOLTS SCREWS FASTNER:	626378		05/16/2016	26.51
	1370	EMPIRE SOUTHWEST	WINDOW - BACKHOE	MPS3880255	27464	05/31/2016	524.56
	1890	INTERSTATE BATTERIES	BATTERIES	10086926	27272	06/13/2016	187.24
	1890	INTERSTATE BATTERIES	BATTERIES	10086926	27272	06/13/2016	546.12
	2380	NATIONAL BANK OF ARIZONA	0511/EBAY PTO CLUTCH	JUN16/0511	27434	06/02/2016	119.99
	2380	NATIONAL BANK OF ARIZONA	0511/REPAIR CLINIC - LAWN MOW	JUN16/0511	27451	06/02/2016	275.55
	3590	VALLEY AUTO PARTS	VEHICLE PARTS	53731		05/17/2016	30.46
	3860	WOODLAND BUILDING CENTER	BULB	R10020431		05/16/2016	3.26
							3,959.85 *
10-59-340	GENERAL FUND - FLEET MAINTENANCE - GF GAS						
	970	CARQUEST OF SPRINGERVILLE	DISTILLED WATER / TRANS-X	626922		05/24/2016	24.36
	3870	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	45595883		05/31/2016	28.35
	3870	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	45595883		05/31/2016	326.93
	3870	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	45595883		05/31/2016	1,320.12
							1,699.76 *
10-59-342	GENERAL FUND - FLEET MAINTENANCE - OIL & LIBRICANTS						
	970	CARQUEST OF SPRINGERVILLE	OIL	625987		05/11/2016	65.95
	970	CARQUEST OF SPRINGERVILLE	CQ EPMLY 14oz	626523		05/18/2016	40.26
	970	CARQUEST OF SPRINGERVILLE	ATF MERCON V	626834		05/23/2016	49.62
	970	CARQUEST OF SPRINGERVILLE	OIL	627515		05/31/2016	29.98
	3590	VALLEY AUTO PARTS	AW32 5GAL	52965		05/03/2016	81.83
	3590	VALLEY AUTO PARTS	AW32 5GAL	53275		05/09/2016	81.83
							349.47 *
10-59-345	GENERAL FUND - FLEET MAINTENANCE - PW FUEL						
	850	BRADCO	MISC FUEL PURCHASE	49438		05/23/2016	251.71
	850	BRADCO	MISC FUEL PURCHASE	49438		05/23/2016	251.71
	850	BRADCO	MISC FUEL PURCHASE	49438		05/23/2016	503.40
	3870	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	45595883		05/31/2016	357.49
	3870	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	45595883		05/31/2016	338.18
	3870	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	45595883		05/31/2016	485.58
	3870	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	45595883		05/31/2016	594.33
	3870	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	45595883		05/31/2016	217.55

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							2,999.95 *
10-59-350	GENERAL FUND - FLEET MAINTENANCE - SMALL TOOLS AND EQUIPMENT						
	730	BALAR EQUIPMENT CORPORAT	HYD FILTER	616001	27465	06/01/2016	223.15
	970	CARQUEST OF SPRINGERVILLE	AUTO PARTS	625315		05/02/2016	32.27
	970	CARQUEST OF SPRINGERVILLE	AUTO PARTS	625329		05/02/2016	15.65
	970	CARQUEST OF SPRINGERVILLE	AUTO PARTS	625337		05/02/2016	81.77
	970	CARQUEST OF SPRINGERVILLE	FILTER	625397		05/03/2016	27.23
	970	CARQUEST OF SPRINGERVILLE	AUTO PARTS	625596		05/05/2016	19.82
	970	CARQUEST OF SPRINGERVILLE	FILTERS	625896		05/10/2016	24.72
	970	CARQUEST OF SPRINGERVILLE	LETTER DRILL U	626003		05/11/2016	13.94
	970	CARQUEST OF SPRINGERVILLE	SPECIAL APP DISP	626328		05/16/2016	1.95
	970	CARQUEST OF SPRINGERVILLE	DUCT TAPE	626429		05/17/2016	15.18
	970	CARQUEST OF SPRINGERVILLE	AUTO PARTS	626573		05/18/2016	14.26
	970	CARQUEST OF SPRINGERVILLE	NUTS BOLTS SCREWS FASTNER:	626946		05/24/2016	7.00
	970	CARQUEST OF SPRINGERVILLE	FOAM TAPE	626950		05/24/2016	52.28
	970	CARQUEST OF SPRINGERVILLE	DIESEL FUEL SUPPLEMENT/DEG	627115		05/26/2016	52.92
	970	CARQUEST OF SPRINGERVILLE	AIR	627484		05/31/2016	17.45
	970	CARQUEST OF SPRINGERVILLE	SILICONE	627510		05/31/2016	14.80
	2360	NAPA AUTO PARTS	NON CHLOR BRAKLEEN 20	946309		05/24/2016	62.58
	3590	VALLEY AUTO PARTS	6x6 BLANKET	52887		05/02/2016	37.14
	3590	VALLEY AUTO PARTS	VEHICLE PARTS	52964		05/03/2016	22.67
	3590	VALLEY AUTO PARTS	ROSE CLAMP	53273		05/09/2016	2.27
	3590	VALLEY AUTO PARTS	3/8 DR STAR BIT SOCKET	53276		05/09/2016	3.11
	3590	VALLEY AUTO PARTS	4FT SLING GREEN	53405		05/11/2016	15.98
	3590	VALLEY AUTO PARTS	HOSE FOR TYPE I CAN	54081		05/23/2016	29.30
	3590	VALLEY AUTO PARTS	SEAFOAM - MIG NOZZLE	54103		05/24/2016	39.44
	3860	WOODLAND BUILDING CENTER	PACKS WIRE MARKERS	A300250884		04/26/2016	19.62
							846.50 *
10-59-555	GENERAL FUND - FLEET MAINTENANCE - VEHICLE & EQUIPMENT MAINTENANC						
	970	CARQUEST OF SPRINGERVILLE	MITCHELL REPAIR	MIT408		05/31/2016	25.00
	970	CARQUEST OF SPRINGERVILLE	MITCHELL REPAIR	MIT408		05/31/2016	24.99
	970	CARQUEST OF SPRINGERVILLE	MITCHELL REPAIR	MIT408		05/31/2016	24.99
	970	CARQUEST OF SPRINGERVILLE	MITCHELL REPAIR	MIT408		05/31/2016	24.99
	970	CARQUEST OF SPRINGERVILLE	MITCHELL REPAIR	MIT408		05/31/2016	24.99
	970	CARQUEST OF SPRINGERVILLE	MITCHELL REPAIR	MIT408		05/31/2016	24.99
							149.95 *
10-59-720	GENERAL FUND - FLEET MAINTENANCE - PC - VEHICLES						
	2805	PUBLIC SURPLUS	AUCTION PURCHASE - 2007 F150	893-FA07272	27469	06/06/2016	3,207.12
Total FLEET MAINTENANCE							16,144.22
Total GENERAL FUND							66,375.62
30-60-290	HIGHWAY USERS REVENUE FUND - HURF - PRISON LABOR CHARGES						
	580	AZ DEPT OF CORRECTIONS	INTER/AGREE INMATE-MILEAGE	3/W05052016		06/02/2016	86.43
	590	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	03 20160526		05/27/2016	132.50
	590	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	03 20160609		06/15/2016	147.50
							366.43 *
30-60-300	HIGHWAY USERS REVENUE FUND - HURF - CLOTHING ALLOWANCE						
	900	BROWNING, ELWIN	REIMBURSE CLOTHING ALLOWAI	JUN16		05/24/2016	82.17
	2380	NATIONAL BANK OF ARIZONA	0917/FULL SOURCE SAFETY SHIF	JUN16/0917		06/02/2016	60.99
	3090	SONJA C. OWENS	PW/EMBROIDERY	116		06/21/2016	10.00

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							153.16 *
30-60-310	HIGHWAY USERS REVENUE FUND - HURF - OFFICE SUPPLIES						
	2380	NATIONAL BANK OF ARIZONA	0917/AMAZON HP UNIVERSAL BO	JUN16/0917		06/02/2016	6.86
30-60-350	HIGHWAY USERS REVENUE FUND - HURF - SMALL TOOLS & HARDWARE						
	570	AZ DEPT OF ADMINISTRATION	MOWER DECK	ICT#1609740	27483	06/15/2016	27.50
	3860	WOODLAND BUILDING CENTER	LAWN MOWER	R10020432	27440	05/16/2016	436.39
							463.89 *
30-60-355	HIGHWAY USERS REVENUE FUND - HURF - SAFETY EQUIPMENT						
	2380	NATIONAL BANK OF ARIZONA	0917/AMAZON IBUPROFEN	JUN16/0917		06/02/2016	4.18
	3590	VALLEY AUTO PARTS	GLOVES	53032		05/04/2016	16.15
							20.33 *
30-60-365	HIGHWAY USERS REVENUE FUND - HURF - RIGHT-OF-WAY SUPPLIES						
	1140	COWBOY UP HAY & RANCH SUF	NYLON LINE	141501		06/06/2016	82.89
	1140	COWBOY UP HAY & RANCH SUF	NYLON LINE	141779		06/09/2016	82.89
	1140	COWBOY UP HAY & RANCH SUF	NYLON LINE	142415		06/20/2016	65.45
	1140	COWBOY UP HAY & RANCH SUF	NYLON LINE	142836		06/27/2016	82.89
	1815	HOLLAND, MARGE	REIMBURSE - FLOWERS HOME D	JUN16		06/20/2016	47.38
	2380	NATIONAL BANK OF ARIZONA	0511/EBAY - 2-STROCK OIL	JUN16/0511		06/02/2016	32.00
	3860	WOODLAND BUILDING CENTER	RSPEC	R10020479		05/25/2016	26.12
							419.62 *
30-60-370	HIGHWAY USERS REVENUE FUND - HURF - ROAD MATRL-SUPPLIES PAVING						
	1710	HATCH CONST. & PAVING, INC.	TAX NOT BILLED ON ORIGINAL IN	18887-TAX		05/17/2016	123.54
	1720	HATCH INDUSTRIES LLC	ASPHALT CRACK SEALANT	856	27418	06/22/2016	5,519.59
	1730	HAWKER & EVANS ASPHALT CC	OIL FOR CHIP SEALING	72506	27364	05/31/2016	26,257.08
	1730	HAWKER & EVANS ASPHALT CC	OIL FOR CHIP SEALING	72506	27364	05/31/2016	15,015.80
	2680	PERKINS CINDERS INC	AB	222502	27421	05/04/2016	1,228.48
	2680	PERKINS CINDERS INC	AB	222504	27421	05/05/2016	137.98
	2680	PERKINS CINDERS INC	AB	222508	27421	05/11/2016	2,134.68
	2680	PERKINS CINDERS INC	AB	222510	27421	05/12/2016	1,899.77
	2680	PERKINS CINDERS INC	AB CLASS 6	223370	27360	05/02/2016	2,149.96
	2680	PERKINS CINDERS INC	AB CLASS 6	223371	27360	05/02/2016	1,979.99
	2680	PERKINS CINDERS INC	AB CLASS 6	223372	27360	05/02/2016	2,069.75
	2680	PERKINS CINDERS INC	AB CLASS 6	223373	27360	05/03/2016	484.61
	2680	PERKINS CINDERS INC	AB	223374	27421	05/03/2016	1,081.90
	2680	PERKINS CINDERS INC	AB CLASS 6	223374	27360	05/03/2016	1,081.90
							61,165.03 *
30-60-375	HIGHWAY USERS REVENUE FUND - HURF - STREET SIGNS & STRIPING						
	2460	NEWMAN SIGNS INC	SIGNS	TI-0298539	27431	06/06/2016	218.68
	3910	ZUMAR INDUSTRIES, INC	SIGNS	0028958		06/10/2016	56.78
							275.46 *
30-60-525	HIGHWAY USERS REVENUE FUND - HURF - POSTAGE, FREIGHT & FEES						
	2380	NATIONAL BANK OF ARIZONA	2615/USPS	JUN16/2615		06/02/2016	39.06
	2380	NATIONAL BANK OF ARIZONA	2615/USPS	JUN16/2615		06/02/2016	5.64
	2380	NATIONAL BANK OF ARIZONA	2615/USPS	JUN16/2615		06/02/2016	.40
							45.10 *
30-60-526	HIGHWAY USERS REVENUE FUND - HURF - BANKING FEES						
	2380	NATIONAL BANK OF ARIZONA	2813/PAYPALL	JUN16/2813		06/02/2016	1.80
30-60-560	HIGHWAY USERS REVENUE FUND - HURF - STREET LIGHT MAINT & REPAIR						
	3860	WOODLAND BUILDING CENTER	PHOTOCELL TWISTLOCK	A300251717		05/16/2016	25.73
30-60-570	HIGHWAY USERS REVENUE FUND - HURF - PROFESSIONAL & TECHNICAL SRV						
	1060	CMI ENGINEERING	ENGINEERING - ALTA VISTA	6/ALTAVISTA		06/01/2016	7,036.25
	1060	CMI ENGINEERING	ENGINEERING - SCHOOL BUS	SCHOOLBUS	27096	06/01/2016	877.50
	2550	OCCUPATIONAL SAFETY SERV	DRUG TESTING	8828		06/02/2016	58.00

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							7,971.75 *
30-60-572	HIGHWAY USERS REVENUE FUND - HURF - COMPUTER SUPPORT						
	1100 CONQUEST TECHNOLOGY GRO		MONTHLY SERVICE AGREEMENT	2036		06/22/2016	659.76
30-60-585	HIGHWAY USERS REVENUE FUND - HURF - TRAINING & TRAVEL						
	740 BASHAS', INC.		BREAKFAST BURROS/WATER	15163250		05/25/2016	35.53
30-60-720	HIGHWAY USERS REVENUE FUND - HURF - PC-VEHICLES						
	2805 PUBLIC SURPLUS		AUCTION PURCHASE - 2007 F150	893-FA07272	27469	06/06/2016	3,109.92
Total HURF							74,720.37
Total HIGHWAY USERS REVENUE FUND							74,720.37
35-61-570	GRANTS FUND - ALTA VISTA DRAINAGE - PROFESSIONAL & TECHNICAL SRV						
	1060 CMI ENGINEERING		ENGINEERING - ALTA VISTA	6/ALTAVISTA	27096	06/01/2016	1,435.00
Total ALTA VISTA DRAINAGE							1,435.00
35-64-570	GRANTS FUND - RURAL BUSINESS DEVELOPMENT GRA - Professional & Technical						
	1925 J2 ENGINEERING AND ENVIRON		RBDG - EAGAR INDUST PRK MAS	8374		06/02/2016	10,127.15
Total RURAL BUSINESS DEVELOPMENT GRA							10,127.15
35-71-335	GRANTS FUND - VFA-FIRE ASSISTANCE - MATERIALS & SUPPLIES						
	650 AZ STATE FORESTRY DIVISION		WILDLAND CLOTHING	GSA 16-020	27351	06/02/2016	1,929.81
	1490 FORESTRY SUPPLIERS, INC		WILDLAND PANTS	902372-00	27472	06/08/2016	282.75
Total VFA-FIRE ASSISTANCE							2,212.56 *
Total GRANTS FUND							13,774.71
50-24100	UTILITY ENTERPRISE FUND - CUSTOMER DEPOSITS						
	3937 HAMBLIN, MARSHALL		DEPOSIT REFUND	JUN16		05/31/2016	4.73
	3939 SHIPLEY, CHRYSTEL		DEPOSIT REFUND	JUN16		06/01/2016	13.22
	3941 MERRITT, JEREMIAH		DEPOSIT REFUND	JUN16		06/06/2016	29.19
	3942 DUNCAN, SARA		DEPOSIT REFUND	JUN16		06/13/2016	61.08
	3946 REALTY EXEC WHITE MTNS		DEPOSIT REFUND	JUN16		06/21/2016	57.14
	3948 OLSON, DANIKA		DEPOSIT REFUND	JUN16		06/23/2016	63.51
Total							228.87 *
50-81-310	UTILITY ENTERPRISE FUND - WATER - OFFICE SUPPLIES						
	1100 CONQUEST TECHNOLOGY GRO		BROTHER LASER PRINTER	2028	27488	06/16/2016	65.46
	2380 NATIONAL BANK OF ARIZONA		0917/AMAZON HP UNIVERSAL BO	JUN16/0917		06/02/2016	6.86

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							72.32 *
50-81-330	UTILITY ENTERPRISE FUND - WATER - WATER TREATMENT SUPPLIES						
	2380 NATIONAL BANK OF ARIZONA	0917/DOLLAR GENERAL		JUN16/0917		06/02/2016	18.55
50-81-345	UTILITY ENTERPRISE FUND - WATER - SYSTEM PARTS						
	1040 CENTRAL ARIZONA SUPPLY	WATER PARTS FOR STOCK		3184618-00	27441	05/17/2016	58.30
	1040 CENTRAL ARIZONA SUPPLY	WATER PARTS FOR STOCK		3184618-01	27441	05/19/2016	940.40
	1040 CENTRAL ARIZONA SUPPLY	WATER PARTS FOR STOCK		3184618-02	27441	06/16/2016	807.90
	1210 DAVIS TRUE VALUE HDWRE, INC	CONCRETE MIX		41009		05/03/2016	16.00
	2000 KEPNER	WATER PARTS FOR STOCK		4631839-00	27442	05/18/2016	428.83
	2000 KEPNER	WATER PARTS FOR STOCK		4631846-00	27442	05/31/2016	357.98
							2,609.41 *
50-81-350	UTILITY ENTERPRISE FUND - WATER - SMALL TOOLS & HARDWARE						
	1210 DAVIS TRUE VALUE HDWRE, INC	VINYL HOSE		41309		05/31/2016	15.26
50-81-355	UTILITY ENTERPRISE FUND - WATER - SAFETY EQUIPMENT						
	2380 NATIONAL BANK OF ARIZONA	0917/AMAZON IBUPROFEN		JUN16/0917		06/02/2016	8.34
	3590 VALLEY AUTO PARTS	GLOVES		53032		05/04/2016	32.30
							40.64 *
50-81-380	UTILITY ENTERPRISE FUND - WATER - WELL REPAIR						
	2000 KEPNER	HALL WELL REPAIRS		4631773-00	27435	05/25/2016	1,067.15
	2820 QUEST ENTERPRISES, INC	WELL REPAIR/GOLF COURSE		7413	27429	05/23/2016	1,607.79
							2,674.94 *
50-81-505	UTILITY ENTERPRISE FUND - WATER - ELECTRICITY						
	2440 NAVOPACHE ELEC COOP, INC	FLAT TOP-BOOSTER PUMP		N16/2440505		06/09/2016	62.91
	2440 NAVOPACHE ELEC COOP, INC	HALL WELL		N16/2459205		06/09/2016	3,581.70
	2440 NAVOPACHE ELEC COOP, INC	RAMSEY PARK WELL		N16/2493205		06/09/2016	44.00
	2440 NAVOPACHE ELEC COOP, INC	TRANSFER STAT WELL		N16/2678105		06/09/2016	102.07
	2440 NAVOPACHE ELEC COOP, INC	148 N OLD GRISTMILL		N16/2678508		06/09/2016	441.01
	2440 NAVOPACHE ELEC COOP, INC	RIVER RD #1		N16/2680305		06/09/2016	43.89
	2440 NAVOPACHE ELEC COOP, INC	695 W 4TH ST		N16/3669005		06/09/2016	2,529.54
	2440 NAVOPACHE ELEC COOP, INC	808 JUNIPER ST		N16/3941605		06/09/2016	344.05
	2440 NAVOPACHE ELEC COOP, INC	525 #3 MARICOPA		N16/6788701		06/09/2016	1,447.22
	2440 NAVOPACHE ELEC COOP, INC	WELL SAFARI & SCH BUS R		N16/6788800		06/09/2016	129.12
							8,725.51 *
50-81-511	UTILITY ENTERPRISE FUND - WATER - CELL PHONES						
	3600 VERIZON WIRELESS	ON CALL CELL PHONE		9767014619		06/12/2016	15.54
50-81-525	UTILITY ENTERPRISE FUND - WATER - POSTAGE, FREIGHT & FEES						
	2380 NATIONAL BANK OF ARIZONA	0511/USPS		JUN16/0511		06/02/2016	7.15
	2380 NATIONAL BANK OF ARIZONA	0917/USPS		JUN16/0917		06/02/2016	7.36
	2380 NATIONAL BANK OF ARIZONA	2615/USPS		JUN16/2615		06/02/2016	2.67
	2380 NATIONAL BANK OF ARIZONA	2615/USPS		JUN16/2615		06/02/2016	260.40
	2380 NATIONAL BANK OF ARIZONA	2615/USPS		JUN16/2615		06/02/2016	37.60
							315.18 *
50-81-526	UTILITY ENTERPRISE FUND - WATER - BANKING FEES						
	2380 NATIONAL BANK OF ARIZONA	2813/PAYPALL		JUN16/2813		06/02/2016	12.00
50-81-535	UTILITY ENTERPRISE FUND - WATER - MATERIAL TESTING						
	2290 MOHAVE ENVIRONMENTAL LAB	WATER TESTING		76093	27438	05/23/2016	100.00
	2290 MOHAVE ENVIRONMENTAL LAB	WATER TESTING		76094		05/23/2016	25.00
	2380 NATIONAL BANK OF ARIZONA	0917/USPS		JUN16/0917		06/02/2016	7.15
							132.15 *
50-81-571	UTILITY ENTERPRISE FUND - WATER - WATER ADJ ATTNY FEES						
	870 BROWN & BROWN LAW OFFICE	ADJUDICATION		ADJ-LCR-667		06/15/2016	1,025.11
50-81-572	UTILITY ENTERPRISE FUND - WATER - COMPUTER SUPPORT						
	1100 CONQUEST TECHNOLOGY GRO	MONTHLY SERVICE AGREEMENT		2036		06/22/2016	349.26

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50-81-575	UTILITY ENTERPRISE FUND - WATER - EAPPA						
	1330 EAPPA		PREPAYMENT TO DEPT OF ENER	0516E		06/15/2016	3,582.36
50-81-720	UTILITY ENTERPRISE FUND - WATER - PC-VEHICLES						
	2805 PUBLIC SURPLUS		AUTION PURCHASE- 2007 F150	893-FA07272	27469	06/06/2016	1,700.73
Total WATER							21,288.96
50-82-290	UTILITY ENTERPRISE FUND - WASTEWATER - PRISON LABOR CHARGES						
	580 AZ DEPT OF CORRECTIONS		INTER/AGREE INMATE-MILEAGE	3/W05052016		06/02/2016	17.28
	590 AZ DEPT OF CORRECTIONS		INTERGOVEN/AGGREE INMATE L	03 20160526		05/27/2016	26.50
	590 AZ DEPT OF CORRECTIONS		INTERGOVEN/AGGREE INMATE L	03 20160609		06/15/2016	29.50
							73.28 *
50-82-310	UTILITY ENTERPRISE FUND - WASTEWATER - OFFICE SUPPLIES						
	1100 CONQUEST TECHNOLOGY GRO		BROTHER LASER PRINTER	2028	27488	06/16/2016	65.45
	2380 NATIONAL BANK OF ARIZONA		0917/AMAZON HP UNIVERSAL BO	JUN16/0917		06/02/2016	6.87
							72.32 *
50-82-331	UTILITY ENTERPRISE FUND - WASTEWATER - SEWER TRANSMISSION LINE						
	3380 TOWN OF SPRINGERVILLE		SEWER TRANSMISSION LINE	I16/40424200		06/01/2016	155.55
	3380 TOWN OF SPRINGERVILLE		SEWER TRANSMISSION LINE	I16/40424400		06/01/2016	149.88
	3380 TOWN OF SPRINGERVILLE		SEWER TRANSMISSION LINE	I16/40424800		06/01/2016	48.72
	3380 TOWN OF SPRINGERVILLE		SEWER TRANSMISSION LINE	I16/40425200		06/01/2016	139.85
	3380 TOWN OF SPRINGERVILLE		SEWER TRANSMISSION LINE	8/404724600		06/01/2016	148.14
							642.14 *
50-82-345	UTILITY ENTERPRISE FUND - WASTEWATER - SYSTEM PARTS						
	1040 CENTRAL ARIZONA SUPPLY		SEWER PARTS FOR STOCK	3182870-00		06/14/2016	43.78
	1210 DAVIS TRUE VALUE HDWRE, INC		CONCRETE MIX	41020		05/04/2016	32.01
							75.79 *
50-82-350	UTILITY ENTERPRISE FUND - WASTEWATER - SMALL TOOLS & HARDWARE						
	1040 CENTRAL ARIZONA SUPPLY		SEWER PARTS FOR STOCK	3183680-00	27480	06/16/2016	155.41
	3860 WOODLAND BUILDING CENTER		SHOVEL	A300251202		05/04/2016	21.81
							177.22 *
50-82-355	UTILITY ENTERPRISE FUND - WASTEWATER - SAFETY EQUIPMENT						
	2380 NATIONAL BANK OF ARIZONA		0917/AMAZON IBUPROFEN	JUN16/0917		06/02/2016	8.34
	3590 VALLEY AUTO PARTS		GLOVES	53032		05/04/2016	32.30
							40.64 *
50-82-505	UTILITY ENTERPRISE FUND - WASTEWATER - ELECTRICITY						
	2440 NAVOPACHE ELEC COOP, INC		EAGAR SEWER FARM PUMP	N16/2375905		06/09/2016	475.47
	2440 NAVOPACHE ELEC COOP, INC		255 W MAIN - EAGAR SEWER FAF	N16/2377005		06/09/2016	55.58
							531.05 *
50-82-511	UTILITY ENTERPRISE FUND - WASTEWATER - CELL PHONES						
	3600 VERIZON WIRELESS		ON CALL CELL PHONE	9767014619		06/12/2016	15.54
50-82-525	UTILITY ENTERPRISE FUND - WASTEWATER - POSTAGE, FREIGHT & FEES						
	2380 NATIONAL BANK OF ARIZONA		2615/USPS	JUN16/2615		06/02/2016	2.67
	2380 NATIONAL BANK OF ARIZONA		2615/USPS	JUN16/2615		06/02/2016	260.40
	2380 NATIONAL BANK OF ARIZONA		2615/USPS	JUN16/2615		06/02/2016	37.60
							300.67 *
50-82-526	UTILITY ENTERPRISE FUND - WASTEWATER - BANKING FEES						
	2380 NATIONAL BANK OF ARIZONA		2813/PAYPALL	JUN16/2813		06/02/2016	12.00
50-82-572	UTILITY ENTERPRISE FUND - WASTEWATER - COMPUTER SUPPORT						
	1100 CONQUEST TECHNOLOGY GRO		MONTHLY SERVICE AGREEMENT	2036		06/22/2016	336.28
50-82-575	UTILITY ENTERPRISE FUND - WASTEWATER - EAPPA						

1330 EAPPA	PREPAYMENT TO DEPT OF ENER	0516E	06/15/2016	110.79
50-82-720 UTILITY ENTERPRISE FUND - WASTEWATER - PC-VEHICLES				
2805 PUBLIC SURPLUS	AUCTION PURCHASE - 2007 F150	893-FA07272	27469 06/06/2016	1,700.73
Total WASTEWATER				4,088.45
Total UTILITY ENTERPRISE FUND				25,606.28
Grand Total:				180,543.46

Dated: \_\_\_\_\_  
Mayor: \_\_\_\_\_  
City Council: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City Recorder: \_\_\_\_\_  
City Treasurer: \_\_\_\_\_

TOWN OF EAGAR  
REVENUE/EXPENDITURE SUMMARY  
FOR THE 12 MONTHS ENDING JUNE 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	JNEARN/EXPENC	PCNT
<u>REVENUE</u>					
TAXES	108,298.08	1,290,144.42	1,299,929.00	9,784.58	99.3
INTERGOVERNMENTAL REVENUE	63,503.27	983,493.45	975,570.00 (	7,923.45 )	100.8
RENTS/ROYALTIES	2,936.51	56,174.81	52,010.00 (	4,164.81 )	108.0
CHARGE FOR SERVICE	710.00	15,819.70	23,630.00	7,810.30	67.0
RECREATION/EVENTS	( 3,048.00 )	12,359.11	3,600.00 (	8,759.11 )	343.3
FEES & PERMITS	13,259.39	90,995.55	82,458.00 (	8,537.55 )	110.4
FINES & FORFEITURES	1,929.52	23,296.54	32,305.00	9,008.46	72.1
DONATIONS	1,004.40	25,132.19	20,275.00 (	4,857.19 )	124.0
MISC. REVENUE	745.50	436,055.15	419,521.00 (	16,534.15 )	103.9
<b>TOTAL FUND REVENUE</b>	<b>189,338.67</b>	<b>2,933,470.92</b>	<b>2,909,298.00 (</b>	<b>24,172.92 )</b>	<b>100.8</b>
<u>EXPENDITURES</u>					
MAYOR & COUNCIL	1,695.13	28,026.64	30,579.00	2,552.36	91.7
GENERAL GOVERNMENT	10,503.44	621,090.77	711,472.00	90,381.23	87.3
MAGISTRATE	4,475.06	56,750.25	60,766.00	4,015.75	93.4
TOWN MANAGER	4,092.28	48,614.12	50,538.00	1,923.88	96.2
TOWN CLERK	6,791.14	79,950.30	67,920.00 (	12,030.30 )	117.7
COMMUNITY DEVELOPMENT	7,916.74	101,939.89	103,555.00	1,615.31	98.4
FINANCE	6,438.10	87,528.85	91,198.00	3,669.15	96.0
POLICE	56,555.25	841,382.77	877,181.00	35,798.23	95.9
FIRE	21,881.00	353,477.96	345,124.00 (	8,353.96 )	102.4
FIRE CONTINUED/WILDLAND	5,959.55	72,557.99	63,978.00 (	8,579.99 )	113.4
POLICE CONT/ANIMAL CONTRO	4,807.66	57,099.39	64,359.00	7,259.61	88.7
PARKS & RECREATION	10,535.01	66,709.74	53,948.00 (	12,761.74 )	123.7
FACILITIES	29,365.60	315,648.01	221,383.00 (	94,265.01 )	142.6
FLEET MAINTENANCE	33,927.74	170,702.13	98,224.00 (	72,478.13 )	173.8
<b>TOTAL FUND EXPENDITURES</b>	<b>204,943.70</b>	<b>2,901,478.61</b>	<b>2,840,225.00 (</b>	<b>61,253.61 )</b>	<b>102.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 15,605.03 )</b>	<b>31,992.31</b>	<b>69,073.00</b>	<b>37,080.69</b>	<b>46.3</b>

TOWN OF EAGAR  
 REVENUE/EXPENDITURE SUMMARY  
 FOR THE 12 MONTHS ENDING JUNE 30, 2016

HIGHWAY USERS REVENUE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>JNEARN/EXPENC</u>	<u>PCNT</u>
<u>REVENUE</u>					
INTERGOVERNMENTAL REVENUE	84,710.18	887,639.38	949,914.00	82,274.62	91.3
MISCELLANEOUS REVENUE	2,675.00	6,122.25	6,060.00	( 62.25 )	101.0
TOTAL FUND REVENUE	<u>87,385.18</u>	<u>873,761.63</u>	<u>955,974.00</u>	<u>82,212.37</u>	<u>91.4</u>
<u>EXPENDITURES</u>					
FACILITIES	.00	24,943.87	98,800.00	73,856.13	25.3
FLEET MAINTENANCE	.00	20,315.84	86,311.00	65,995.16	23.5
HURF	110,942.16	726,644.80	802,386.00	75,741.20	90.6
TOTAL FUND EXPENDITURES	<u>110,942.16</u>	<u>771,904.51</u>	<u>987,497.00</u>	<u>215,592.49</u>	<u>78.2</u>
NET REVENUE OVER EXPENDITURES	<u>( 23,556.98 )</u>	<u>101,857.12</u>	<u>( 31,523.00 )</u>	<u>( 133,380.12 )</u>	<u>323.1</u>

TOWN OF EAGAR  
REVENUE/EXPENDITURE SUMMARY  
FOR THE 12 MONTHS ENDING JUNE 30, 2016

GRANTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	JNEARN/EXPENI	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL REVENUE	8,612.80	313,200.78	1,000,000.00	686,799.22	31.3
<b>TOTAL FUND REVENUE</b>	<b>8,612.80</b>	<b>313,200.78</b>	<b>1,000,000.00</b>	<b>686,799.22</b>	<b>31.3</b>
<u>EXPENDITURES</u>					
100 CLUB GRANT	.00	322.21	323.00	.79	99.8
FLATTOP TRAILHEAD PARKING	.00	.00	43,828.00	43,828.00	.0
ALTA VISTA DRAINAGE	1,435.00	5,552.50	8,000.00	2,447.50	69.4
PROP 202 GRANT	.00	.00	5,000.00	5,000.00	.0
SCH BUS GRANT SUBMITTAL	.00	6,817.50	6,000.00	( 817.50 )	113.6
RURAL BUSINESS DEVELOPMENT GR/	10,127.15	19,877.49	.00	( 19,877.49 )	.0
GOHS 2016-PT-084	.00	5,223.70	.00	( 5,223.70 )	.0
CDBG GRANT	.00	103,162.00	50,000.00	( 53,162.00 )	206.3
VFA-FIRE ASSISTANCE	2,212.56	2,841.25	.00	( 2,841.25 )	.0
WATER CNYN/SCHOOL BUS CROSSIN	3,425.00	196,865.85	180,905.00	( 15,960.85 )	108.8
ACCENT OFFICER	.00	36,020.90	101,110.00	65,089.10	35.6
AZ STATE PARKS-SPORTS COMPLEX	.00	.00	604,834.00	604,834.00	.0
<b>TOTAL FUND EXPENDITURES</b>	<b>17,199.71</b>	<b>376,683.40</b>	<b>1,000,000.00</b>	<b>623,316.60</b>	<b>37.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 8,586.91 )</b>	<b>( 63,482.62 )</b>	<b>.00</b>	<b>63,482.62</b>	<b>.0</b>

TOWN OF EAGAR  
 REVENUE/EXPENDITURE SUMMARY  
 FOR THE 12 MONTHS ENDING JUNE 30, 2016

CONTINGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	JNEARN/EXPEND	PCNT
<u>REVENUE</u>					
CONTINGENCY REVENUE	.00	.00	750,000.00	750,000.00	.0
TOTAL FUND REVENUE	.00	.00	750,000.00	750,000.00	.0
<u>EXPENDITURES</u>					
CONTINGENCY EXPENSES	.00	.00	750,000.00	750,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	750,000.00	750,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

TOWN OF EAGAR  
 REVENUE/EXPENDITURE SUMMARY  
 FOR THE 12 MONTHS ENDING JUNE 30, 2016

UTILITY ENTERPRISE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	JNEARN/EXPENI	PCNT
<u>REVENUE</u>					
CHARGE FOR SERVICE	147,516.21	1,140,677.39	1,259,960.00	119,282.61	90.5
MISCELLANEOUS REVENUE	104,435.68	341,670.35	278,600.00	( 63,070.35 )	122.6
<b>TOTAL FUND REVENUE</b>	<b>251,951.89</b>	<b>1,482,347.74</b>	<b>1,538,560.00</b>	<b>56,212.26</b>	<b>96.4</b>
<u>EXPENDITURES</u>					
FACILITIES	.00	23,228.79	30,000.00	6,771.21	77.4
FLEET MAINTENANCE	.00	8,017.03	46,475.00	38,457.97	17.3
WATER	50,311.80	751,750.70	714,559.00	( 37,191.70 )	105.2
WASTEWATER	36,548.34	549,461.50	635,776.00	86,314.50	86.4
<b>TOTAL FUND EXPENDITURES</b>	<b>86,860.14</b>	<b>1,332,458.02</b>	<b>1,426,810.00</b>	<b>94,351.98</b>	<b>93.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>165,091.75</b>	<b>149,889.72</b>	<b>111,750.00</b>	<b>( 38,139.72 )</b>	<b>134.1</b>

TOWN OF EAGAR  
 REVENUE/EXPENDITURE SUMMARY  
 FOR THE 12 MONTHS ENDING JUNE 30, 2016

ENTERPRISE CAPITAL PROJECTS

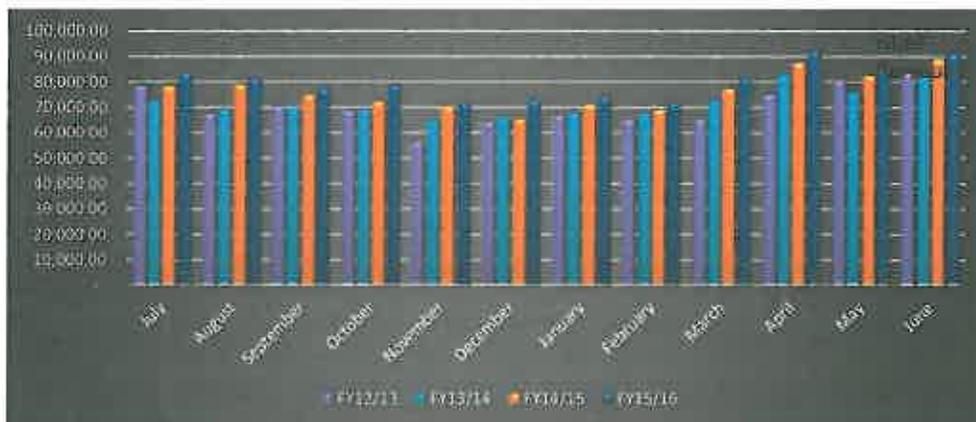
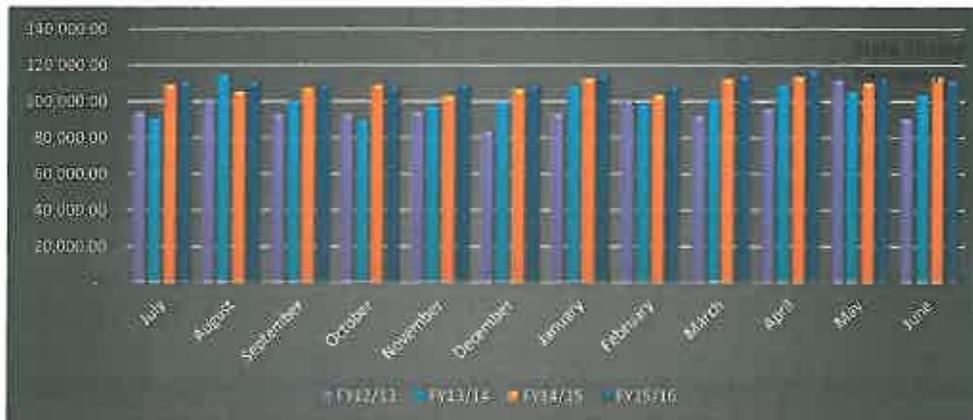
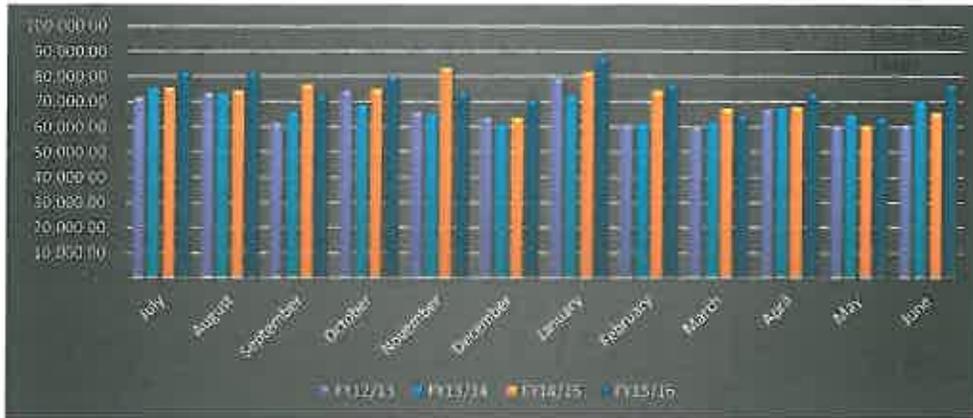
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	JNEARN/EXPENI	PCNT
<u>REVENUE</u>					
MISCELLANEOUS REVENUE	.00	22.20	.00	( 22.20 )	.0
TOTAL FUND REVENUE	.00	22.20	.00	( 22.20 )	.0
<u>EXPENDITURES</u>					
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	22.20	.00	( 22.20 )	.0

Town of Eagar  
FY15/16 Historical Revenue Report

	FY12/13	FY13/14	FY14/15	FY15/16	\$ Difference	% Difference
<u>Local Sales Taxes</u>						
<i>Budgeted</i>	875,000.00	825,000.00	825,000.00	833,250.00	\$ 8,250.00	1%
July	71,937.31	75,408.30	75,797.68	81,938.67	\$ 6,140.99	8%
August	73,661.41	73,288.22	74,411.17	81,680.01	\$ 7,268.84	10%
September	61,595.89	65,817.43	76,989.74	72,612.81	\$ (4,376.93)	-6%
October	74,405.39	68,775.35	75,084.55	80,041.07	\$ 4,956.52	7%
November	65,957.18	65,129.66	83,552.80	73,589.56	\$ (9,963.24)	-12%
December	63,727.91	60,654.55	63,725.91	70,759.55	\$ 7,033.64	11%
January	79,362.52	72,410.40	82,035.76	87,422.12	\$ 5,386.36	7%
February	61,074.34	61,238.41	74,624.13	77,125.20	\$ 2,501.07	3%
March	60,554.66	61,576.21	67,488.41	64,696.22	\$ (2,792.19)	-4%
April	67,180.85	67,511.74	68,102.58	73,616.14	\$ 5,513.56	8%
May	60,632.23	64,914.75	60,737.74	63,696.00	\$ 2,958.26	5%
June	61,038.49	70,226.52	65,764.33	76,904.90	\$ 11,140.57	17%
<b>Totals</b>	<b>\$ 801,128.18</b>	<b>\$ 806,951.54</b>	<b>\$ 868,314.80</b>	<b>\$ 904,082.25</b>	<b>\$ 35,767.45</b>	<b>4.1%</b>
<b>% Change</b>	<b>-2%</b>	<b>1%</b>	<b>8%</b>	<b>4%</b>		

	FY12/13	FY13/14	FY14/15	FY15/16	\$ Difference	% Difference
<u>State Shared Revenues (Shared Sales, Income, VLT)</u>						
<i>Budgeted</i>	\$ 1,175,500.00	\$ 1,175,500.00	\$ 1,254,350.00	\$ 1,341,249.00	\$ 78,850.00	6%
July	94,396.67	90,588.34	109,540.19	110,983.17	\$ 1,442.98	1%
August	101,180.40	114,769.60	105,637.62	110,993.64	\$ 5,356.02	5%
September	93,354.76	100,722.29	107,710.80	109,256.54	\$ 1,545.74	1%
October	93,157.61	89,595.00	109,211.16	108,175.85	\$ (1,035.31)	-1%
November	94,574.65	97,636.35	103,218.16	109,693.85	\$ 6,475.69	6%
December	83,634.29	99,180.30	106,977.91	109,461.53	\$ 2,483.62	2%
January	93,523.09	108,628.36	112,863.23	114,734.91	\$ 1,871.68	2%
February	101,222.79	98,576.70	103,894.82	108,421.49	\$ 4,526.67	4%
March	92,445.59	101,220.15	112,570.30	114,182.48	\$ 1,612.18	1%
April	96,284.37	109,536.36	113,754.87	117,267.49	\$ 3,512.62	3%
May	111,964.30	105,459.03	110,273.94	113,040.71	\$ 2,766.77	3%
June	90,588.34	103,690.83	113,597.72	111,448.18	\$ (2,149.54)	-2%
<b>Totals</b>	<b>\$ 1,146,326.86</b>	<b>\$ 1,219,603.31</b>	<b>\$ 1,309,250.72</b>	<b>\$ 1,337,659.84</b>	<b>\$ 28,409.12</b>	<b>2.2%</b>
<b>% Change</b>	<b>5%</b>	<b>6%</b>	<b>7%</b>	<b>2%</b>		

	FY12/13	FY13/14	FY14/15	FY15/16	\$ Difference	% Difference
<u>HURF Revenues</u>						
<i>Budgeted</i>	\$ 887,000.00	\$ 832,250.00	\$ 823,250.00	\$ 949,914.00	\$ 126,664.00	15%
July	78,342.18	72,260.83	78,266.25	83,083.71	\$ 4,817.46	6%
August	67,271.17	69,021.33	78,810.40	80,998.95	\$ 2,188.55	3%
September	70,276.34	69,381.62	74,686.28	77,252.50	\$ 2,566.22	3%
October	68,596.44	68,944.02	71,951.73	78,597.14	\$ 6,645.41	9%
November	56,361.41	64,292.70	70,338.12	71,844.81	\$ 1,506.69	2%
December	64,089.70	65,933.21	65,329.77	72,304.27	\$ 6,974.50	11%
January	66,850.39	67,631.65	70,945.13	73,783.15	\$ 2,838.02	4%
February	64,975.88	67,521.96	68,915.20	71,770.43	\$ 2,855.23	4%
March	65,287.91	72,368.30	77,230.49	81,315.83	\$ 4,085.34	5%
April	74,654.48	82,481.52	87,483.83	91,978.41	\$ 4,494.58	5%
May	80,711.17	75,631.48	82,390.14	84,710.18	\$ 2,320.04	3%
June	83,467.36	81,831.47	88,964.42	91,024.60	\$ 2,060.18	2%
<b>Totals</b>	<b>\$ 840,884.43</b>	<b>\$ 857,300.09</b>	<b>\$ 915,311.76</b>	<b>\$ 958,663.98</b>	<b>\$ 43,352.22</b>	<b>4.7%</b>
<b>% Change</b>	<b>7%</b>	<b>2%</b>	<b>7%</b>	<b>5%</b>		





July 28, 2016

TO: Mayor and Council

FROM: Jeremiah D. Loyd, P.E., CFM  
Community Development Administrator

THROUGH: Tami Ryall

RE: Agreement with Arizona Commerce Authority for the Eagar Economic  
Development Strategic Plan

**BACKGROUND:**

The Town submitted a grant application in the amount of \$30,000 to the Arizona Commerce Authority in early May. The grant was awarded on 5/26/16 in the amount of \$25,000 to craft an economic development strategic plan. A 10%, \$5,000, general fund cash match brings the total project funding to \$30,000. The intent of the economic development strategic plan is to analyze current and future markets and build a marketing strategy within the municipal boundary. The ACA has submitted 2 amendments since the council approval on 6/28/2016; the first being an increase in grant funding of \$875.51, and the second amendment a change in the 3 year reporting time frames.

**RECOMMENDATION:**

Approve the agreement with the Arizona Commerce Authority for the Eagar Economic Development Strategic Plan.

If you have any questions please call 928-333-4128 Ext. 228.

Respectfully,

Jeremiah D. Loyd, P.E., CFM



# GRANT AGREEMENT

## Award: REDE-16-03

Arizona Commerce Authority  
333 North Central Avenue  
Suite 1900  
Phoenix, Arizona 85004  
(602) 845-1200

Grant Award Number: REDE-16-03  
Grantee Name: Town of Eagar  
FEIN: 86-6007272  
Total Funding Amount: \$25,875.51  
Grantee Project Contact:

Name: Jeremiah Loyd  
Title: Community Development Administrator  
Telephone Number: 928-333-4128 ext. 228  
Email: [j.loyd@eagaraz.gov](mailto:j.loyd@eagaraz.gov)

Person Authorized to Sign on Behalf of Grantee:

Name: Bryce Hamblin  
Title: Mayor

- 1. Award.** The above-named Grantee is hereby awarded a grant in the amount of \$25,875.51 (the "Grant") under the Arizona Commerce Authority ("ACA") Fiscal Year 2016 ("FY16") Rural Economic Development Enhancement Grant Program ("REDE"). The Grant is awarded for use in the project (the "Project") and as described in Grantee's proposal dated April 27, 2016 (the "Proposal") submitted in response to ACA RFP #2016-16.
- 2. Project Implementation.** The Grant is conditioned upon the Project being implemented substantially in conformance with the description of the Project in the Proposal, including without limitation the budget, schedule and Grantee's cash match. With respect to the schedule, the Project must in any case commence within two (2) months after the Effective Date of this Grant Agreement (the "Agreement") and be completed within nine (9) months after the Effective Date of this Agreement.
- 3. Grant Documents.** This Agreement incorporates and includes the terms and conditions of both the Solicitation and Grantee's Proposal. Wherever there is a conflict among any two or three of (i) this document including Appendices, (ii) the Proposal and (iii) the Solicitation, this document shall prevail over the Solicitation and the Proposal and the Solicitation shall prevail over the Proposal.
- 4. Reporting.** Grantee shall report on the progress of the Project as provided in Appendix C - Reporting.
- 5. Term.** The term of the Agreement is nine (9) months from the Effective Date. Reimbursements will be made only for work completed during the term of the Agreement.
- 6. Discrimination.** The Grantee shall not discriminate against any employee or contractor for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.



# GRANT AGREEMENT

## Award: REDE-16-03

Arizona Commerce Authority  
333 North Central Avenue  
Suite 1900  
Phoenix, Arizona 85004  
(602) 845-1200

7. Compliance with the law; E-Verify. Grantee warrants compliance with all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214. A breach of grantee's warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Authority, in such event, may terminate this Agreement.

8. Cooperation with the Authority. Grantee authorizes and gives full consent to the Authority to copyright, publish, reproduce, promote or otherwise use its appearance, company brand, company images, testimonials and any other pertinent information in any manner, in any format or for any promotional/advertising purpose, including without limitation for public exhibits, displays, publications, art, website and advertising.

9. This Agreement is subject to the ACA Uniform Terms and Conditions set forth in Appendix D.

10. By signing below, Grantee agrees to the foregoing terms and conditions. This Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date").

This Agreement shall henceforth be referred to as Grant Agreement REDE-16-03.

**TOWN OF EAGAR:**

**ARIZONA COMMERCE AUTHORITY:**

*SIGNATURE*

BRYCE HAMBLIN

Mayor

*SIGNATURE*

SANDRA WATSON

President and CEO



## Appendix A – Project Summary

### **Project Name**

Eagar Economic Development Strategic Plan

### **Brief Project Description**

The Project will involve the creation of an economic development strategic plan. The Town will conduct a community-wide assessment to be utilized for labor market analysis. Additionally, all compiled information from the strategic plan will be utilized in a strategy for a marketing plan.

### **Intended Outcome(s)**

The final deliverable would be an in-depth master plan for the community of Eagar. Once created and implemented, this document will serve as the basis for long range economic development. All future and present businesses within the Town and targeted economic clusters will benefit from the plan. The master plan will improve the quality of life in Apache County by increasing job opportunities and aiding the region in becoming more competitive at attracting business ventures. The area to be served would begin with Round Valley, Eagar, Springerville and Apache County.



## Appendix B – Awards

**Award Amount:** \$25,875.51

**Authorized Expenses:**

Grant funds may be paid to reimburse any expenses set forth in the following table up to \$25,875.51:

Eligible REDE Project Costs	Budget Amount
Community-Wide Assessment	\$12,500
Labor Market Analysis	\$7,500
Marketing Plans	\$10,000
<i>Total Eligible REDE Project Costs</i>	<i>\$30,000</i>

**Cash Match Commitment:**

Match Contributions	Budget Amount
Town of Eagar General Fund	\$4,124.49
<i>Total Match Contributions</i>	<i>\$4,124.49</i>
<i>Match Percentage of Total Eligible REDE Project Costs</i>	<i>13.7%</i>

**Reimbursement Requests**

The Grant will be paid out on a reimbursement basis upon completion of the Project. The reimbursement request must be completed using the *REDE Reimbursement Request Form*. Reimbursement Requests must be completed and signed by the Grantee Project Contact or Person Authorized to Sign on Behalf of Grantee named on the first page of this Agreement and submitted in conjunction with a Project Close-Out Report.

Each cost requested for reimbursement must be set forth in the “**Eligible REDE Project Costs**” table above.. Requests must include all information and attachments required by such forms, including but not limited to copies of invoices paid and evidence of payment. Subcontractor invoices to the general contractor managing the Project may be required to demonstrate that reimbursement is being requested only for qualifying Project costs.

The ACA reserves all rights to request additional information to confirm satisfaction that requested reimbursements are appropriate under this Agreement.

Grantees must have submitted a signed ACA W-9 form to the ACA Grant Administrator (provided with Notice of Award) to receive any financial reimbursement from the ACA.



## Appendix C – Reporting

The Grantee shall provide a final report at the end of the term of this Grant Agreement and annual outcome reports for three (3) years after Project completion.

### **Project Close-Out Report**

A final Project Close-Out Report must be completed using the *REDE Close-Out Report Form*. The Close-Out Report must be completed and signed by the Grantee Project Contact or Person Authorized to Sign on Behalf of Grantee named on the first page of this Agreement. Reports must be submitted by the due dates listed in *Appendix C – Reporting* to the ACA Grant Administrator.

#### **Project Status Summary**

Grantee will briefly describe of the overall status of the Project.

#### **Project Progress Update**

- Grantee will describe the progress made up to and including the current quarter, including costs expended to date on the Project.
- Grantee will name all contractors that performed REDE Project work. At the time of the signing of this Agreement, the Grantee will have provided ACA with a copy of the pricing and signature pages of all contracts already established between the Grantee and the contractor. In the event of any changes to contractors and/or contracts related to REDE Project work, the Grantee must identify the change in the form and attach a copy of the required documentation.

#### **Project Budget Update**

- Grantee will update the Project budget table to reflect the actual amounts of the Grant Project. The table includes the budgeted amounts from this Agreement. The Grantee will provide actual amounts that reflect actual costs or funding amounts up to the end of the performance period.
- Grantee will identify any changes to Eligible REDE Project Cost line items, Budget Amounts, and/or other Project costs not eligible for REDE funding.
- Grantee will identify any changes to Cash Match Contributions including, but not limited to: source, timing, and amounts.

#### **Economic Development Update**

- Grantee will describe any noted progress towards the advancement of economic development as it relates to the Project.



**Project Outcomes Update**

- Grantee will describe any changes to the intended outcome described in *Appendix A – Project Summary*.

**Outcome Reports**

For 36 months after the end of the grant term, the Grantee will provide, on an annual basis, Project Outcome Reports using the *REDE Outcome Report Form*. Outcome Reports will include updated information regarding the intended outcome of the Project and related milestones. Progress towards economic development and private sector development (if applicable) as a result of the Project should also be provided. Reports must be completed and signed by the Grantee Project Contact or Person Authorized to Sign on Behalf of Grantee named on the first page of this Agreement. Reports must be submitted by the due dates listed in *Appendix C – Reporting* to the ACA Grant Administrator.

**Schedule of Reports**

**Close-Out Report**

Reporting Period Start	Reporting Period End*	Report Due
Effective Date	05/31/17	06/30/17

\*The Reporting Period End is the date that is nine (9) months from the Effective Date, rounded to the end of month.

**Outcome Reports**

Reporting Period Start	Reporting Period End	Report Due
07/01/17	06/30/18	07/31/18
07/01/18	06/30/19	07/31/19
07/01/19	06/30/20	07/31/20

## Appendix D – Uniform Terms and Conditions

### ARIZONA COMMERCE AUTHORITY (ACA) UNIFORM TERMS AND CONDITIONS

#### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "ACA" means the Arizona Commerce Authority.
- 1.2. "ACA Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.3. "Attachment" means any item a Solicitation requires an Offeror to submit as part of an Offer.
- 1.4. "Contract" has the meaning set forth in the preamble on the first page of this Contract.
- 1.5. "Contract Amendment" means a written document signed by the parties that is issued for the purpose of making changes in the Contract.
- 1.6. "Contractor" has the meaning set forth in the preamble on the first page of this Contract.
- 1.7. "Days" means calendar days unless otherwise specified.
- 1.8. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.9. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.10. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.11. "Offer" means an offer to provide the goods and/or services specified in a Solicitation, such as a bid, proposal or quotation.
- 1.12. "Offeror" means the Contractor.
- 1.13. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.



- 1.14. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.15. *"Solicitation Amendment"* means a written document that is signed by the ACA and issued for the purpose of making changes to the Solicitation.
- 1.16. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

## 2. **Contract Interpretation**

- 2.1. Arizona Law. Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the ACA of Arizona. (Please note: The ACA is exempt from Title 41, Chapter 23 of the Arizona Revised Statutes (the Procurement Code)).
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict between the terms of the various Contract sections and documents, the sections and documents shall prevail in the following order;
  - 2.3.1. The "Agreement" section commencing on the first page of this document.
  - 2.3.2. Special Terms and Conditions;
  - 2.3.3. Price Sheet;
  - 2.3.4. Statement or Scope of Work;
  - 2.3.5. Uniform Terms and Conditions;
  - 2.3.6. Solicitation; and
  - 2.3.7. Proposal.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



- 2.6. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3. Contract Administration and Operation**

- 3.1. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the ACA at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. **Non-Discrimination.** The Contractor shall comply with ACA Executive Order No. 2009-09 and all other applicable Federal and ACA laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the ACA and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The ACA shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the ACA determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the ACA for testing and inspection.
- 3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the ACA to the person designated in the Contract to receive notices or, if no one is designated to receive notices, the person named as the primary contact. Unless otherwise stated in the Contract, notices to the ACA required by the Contract shall be made by the Contractor to the ACA's Procurement Manager. An authorized ACA signer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.



- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the ACA.
- 3.7. Property of the ACA. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the ACA. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the ACA.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the ACA shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the ACA of Arizona requesting the issuance of this contract shall own (for and on behalf of the ACA) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the ACA, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the ACA and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the ACA. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the ACA without the express written authorization of the agency, department, division, board or commission of the ACA of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The ACA shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the ACA determine that the contractor and/or any subcontractors be found noncompliant, the ACA may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited.  
Any services that are described in the specifications or scope of work that directly serve the ACA of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services,



redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**4. Costs and Payments**

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the ACA within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. State and Local Transaction Privilege Taxes. The ACA is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the ACA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the ACA of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next ACA fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the ACA for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current ACA fiscal year. Should the Arizona State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ACA may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the Contractor;
  - 4.5.2. Cancel the Contract; or



4.5.3. Cancel the contract and re-solicit the requirements.

**5. Contract Changes**

- 5.1. Amendments. The Contract may be modified only through a written Contract Amendment signed by the parties. Changes to the Contract, including without limitation the addition of work or materials, the revision of payment terms, or the substitution of work or materials, purported to be made by a person who is not specifically authorized by the ACA to execute the Contract Amendment shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the ACA. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the ACA. The ACA shall not unreasonably withhold approval.

**6. Risk and Liability**

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
  - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the ACA, the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the ACA as a result of entering into this contract. However, the parties further agree that the ACA, the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the ACA against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the ACA of materials furnished or work performed under this Contract. The ACA shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.



6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the ACA any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.



- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the ACA of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the ACA shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the ACA.
- 7.5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the ACA is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the ACA, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the ACA after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps



to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**8. The ACA's Remedies in the Event of Default**

8.1 Right to Assurance. If the ACA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the ACA may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the ACA's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The ACA may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The ACA shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the ACA under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the ACA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The ACA shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the ACA, or damages assessed by the ACA concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9. Contract Termination**



- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the ACA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the ACA is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the ACA, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The ACA may, by written notice, terminate this Contract, in whole or in part, if the ACA determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the ACA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The ACA, 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 the Contractor.
- 9.3. Suspension or Debarment. The ACA may, by written notice to the Contractor, immediately terminate this Contract if the ACA determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the ACA.
- 9.4. Termination for Convenience. The ACA reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the ACA, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the ACA. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ACA upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
  - 9.5.1. In addition to the rights reserved in the contract, the ACA may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The ACA shall provide written notice of the termination and the reasons for it to the Contractor.



9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ACA on demand.

9.5.3. The ACA may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the ACA for any excess costs incurred by the ACA in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 10. Contract Claims

- 10.1. A claimant shall file a contract claim with the ACA within 180 days after the claim arises. The claim shall include the following:
1. The name, address, and telephone number of the claimant;
  2. The signature of the claimant or claimant's representative;
  3. Identification of the purchasing agency and the solicitation or contract number;
  4. A detailed statement of the legal and factual grounds of the claim including copies of the relevant documents; and
  5. The form and dollar amount of the relief requested.
- 10.2. The ACA has the authority to settle and resolve contract claims, except that the agency chief procurement officer shall receive prior written approval of the state procurement administrator for the settlement or resolution of a claim in excess of the amount prescribed in A.R.S. § 41-2535.
- 10.3. If a claim cannot be resolved under section 10.2, above, the ACA shall, upon a written request by the claimant for a final decision, issue a written decision no more than 60 days after the request is filed. Before issuing a final decision, the ACA shall review the facts pertinent to the claim and secure any necessary assistance from legal, fiscal, and other advisors.
- 10.4. The ACA shall furnish the decision to the claimant, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, with a copy to the state procurement administrator. The decision shall include:
1. A description of the claim;
  2. A reference to the pertinent contract provision;
  3. A statement of the factual areas of agreement or disagreement;
  4. A statement of the agency chief procurement officer's decision, with supporting rationale;



5. A paragraph which substantially states: "This is the final decision of the ACA. This decision may be appealed pursuant to Title 41, Chapter 6, Article 10 of the Arizona Revised Statutes and Arizona administrative rules adopted thereunder. If you appeal, you must file a written notice of appeal containing the information required in section 10.7 within 30 days from the date you receive this decision."
  
- 10.5 If the ACA fails to issue a decision within 60 days after the request is filed, the claimant may proceed as if the agency chief procurement officer had issued an adverse decision.
  
- 10.6 The claimant may appeal the final decision of the ACA pursuant to Title 41, Chapter 6, Article 10 of the Arizona Revised Statutes and Arizona administrative rules adopted thereunder within 30 days of the ACA's decision. The claimant shall also file a copy of the appeal with the ACA.
  
- 10.7 The claimant shall file the appeal in writing and shall include the following:
  1. A copy of the decision of the ACA;
  2. A statement of the factual areas of agreement or disagreement; and
  3. The precise factual or legal error in the decision of the agency chief procurement officer from which an appeal is taken.
  
- 10.8 The ACA shall file a complete report on the appeal with the Office of Administrative Hearings within 14 days from the date the appeal is filed, providing a copy to the claimant at that time by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The report shall include a copy of the claim, a copy of the ACA's decision, if applicable, and any other documents that are relevant to the claim.

**11. Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



July 28, 2016

TO: Mayor and Council

FROM: Jeremiah D. Loyd, P.E., CFM  
Community Development Administrator

THROUGH: Tami Ryall

RE: Agreement with J2 Engineering to Implement the Rural Economic Development Enhancement Grant

The Town is currently in process of developing a master plan for the Eagar Industrial Park. We were successful in obtaining a \$50,000 grant from the USDA to fund this effort. We were awarded a second grant for \$25,000 through the Arizona Commerce Authority to expand this master plan geographically to evaluate opportunities for other areas in Town with the goal of increasing employment. This would augment the plan with a community wide assessment in addition to a labor market analysis.

The ACA requires the Town to enter into a contract within 60 days of award notification. Staff believes this would be easily achieved by offering the contract to J2 through direct selection. J2 is currently under contract to develop the Eagar Industrial Park Master plan. J2 believes it is viable for them with the additional funding to expand the master plan to the entire community.

If you have any questions please call 928-333-4128 Ext. 228.

Respectfully,

Jeremiah D. Loyd, P.E., CFM

AGREEMENT FOR  
Architectural/Engineering Services  
**EAGAR ECONOMIC DEVELOPMENT STRATEGIC PLAN**

THIS Agreement is entered into as of this 2nd day of August, 2016, by and between the Town of Eagar, Arizona, a municipal corporation, hereinafter referred to as the "Town" and J2 Engineering & Environmental Design, hereinafter referred to as the "A/E."

FOR THE PURPOSE of providing professional architectural or engineering services for the Town of Eagar on the **Eagar Economic Development Strategic Plan**, hereinafter referred to as the "Project," the Town and A/E do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the A/E. In consideration of the mutual promises contained in this Agreement, the Town engages the A/E to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement and the Grant Agreement as set forth in Exhibit 1.

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

1.3 Responsibility of the A/E.

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

1.3.2 A/E shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site. A/E shall maintain cost controls to deliver the Project within allocated budget.

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

1.3.4 A/E shall designate Dean Chambers as Project Manager and all communications shall be directed to him. Key A/E Personnel are set forth in Exhibit B. "Key Personnel" includes the A/E employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation A/E shall first obtain the approval of the Town.

1.3.5 A/E's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of the Town.

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

1.3.7 A/E shall provide required reports on the progress of the Services. A/E shall coordinate its activities with the Town's representative.

#### 1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the A/E by placing at his disposal all available information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals.

1.4.2 Town designates Jeremiah Loyd as its Project Representative. All communications to Town shall be through its Project Representative.

### 2. CONTRACT TIME AND CONTRACT SUM

2.1 Contract Time. The Contract Time and any applicable schedule of services are set forth in Exhibit C and Exhibit 1 the Grant Agreement.

2.2 Contract Sum. All compensation for complete and satisfactory completion of services rendered by A/E, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$30,000.00. This project shall be a lump sum contract and A/E agrees to produce for the Town all items included in Exhibit A and as set forth in Exhibit 1 the Grant Agreement Appendix A – Project Summary, and Appendix B - Awards.

2.3 Method of Payment. A/E shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

### 3. CHANGES TO THE SCOPE OF SERVICES

The Town may, at any time, by written change order, make changes in the Scope of Work in conformance with the Grant Agreement Appendix D - Uniform Terms and Conditions §5. If A/E believes a change in the Scope of Work has been ordered, A/E shall submit a request for a change order in writing within ten (10) days from the date of receipt by A/E of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by A/E will be allowed by Town except as provided herein nor shall A/E provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

### 4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

- 4.1 General. A/E agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of A/E, A/E shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.
- 4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect A/E. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve A/E from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the town, unless specified otherwise in this Agreement.
- 4.5 Primary Insurance. A/E's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of the Town as an Additional Insured.
- 4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 4.7 Waiver. All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of A/E. A/E shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. A/E shall be solely responsible for any such deductible or self-insured retention amount. Town, at

its option, may require A/E to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, A/E shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and A/E. A/E shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements. The Subcontractor shall comply with the Uniform Terms and Conditions as outlined in Exhibit 1 the Grant Agreement Appendix D §5.2.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, A/E shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by A/E's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be A/E's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

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

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

4.10.2 All policies, except Workers' Compensation and Professional Liability, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by A/E under this Agreement.

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

4.11 Required Coverage:

4.11.1 Commercial General Liability: A/E shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as

Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: A/E shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by A/E, or anyone employed by A/E, or anyone for whose acts, mistakes, errors and omissions A/E is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement. Professional Liability coverage shall be the greater of this section and of the Technical assistance Agreement Terms and Conditions §6.1.1.

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

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

## 5. INDEMNIFICATION

To the fullest extent permitted by law, the A/E, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the A/E, its agents, employees or any tier of A/E's subcontractors related to the Services in the performance of this Agreement. A/E's duty to defend, hold harmless and indemnify the town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in

whole or in part by A/E's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the A/E, any tier of A/E's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the A/E may be legally liable including the Town. Further, Indemnification shall also extend to include Exhibit 1 Appendix D – Uniform Terms and Conditions §6.2.

5.1 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, A/E, at its sole costs and expense, shall pay, resist or defend such claim or action on behalf of Town by attorney of A/E, or if covered by insurance, A/Es' insurer, all of which must be approved by Town, which approval shall not be unreasonably withheld or delayed. Town shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the Town, which approval shall not be unreasonable withheld or delayed. If A/E neglects or refuses to defend Town as provided by this Agreement, any recovery or judgment against Town for a claim covered under this Agreement shall conclusively establish A/E's liability to Town in connection with such recovery or judgment, and if Town desires to settle such dispute, Town shall be entitled to settle such dispute in good faith and A/E shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

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

## 6. TERMINATION OF THIS AGREEMENT

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

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

## 7. ASSURANCES

7.1 Examination of Records. The A/E agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the A/E involving transactions related to this Agreement.

7.2 Ownership of Document and Other Data. Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the A/E; however, any reuse without written verification or adaptation by A/E for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated herein will entitle A/E to further compensation as agreed upon between the parties.

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

7.4 Independent Contractor. A/E shall be an independent contractor and not an agent of the Town and shall direct and supervise the services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the A/E.

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

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

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

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

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

TOWN:

A/E:

Town Manager  
PO Box 1300  
Eagar, AZ 85925

J2 Engineering and Environmental  
4649 E Cotton Gin Loop, Suite B2  
Phoenix, AZ 85040

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

7. CONTROLLING LAW

This Agreement is governed by the laws of the State of Arizona.

8. INTERESTS AND BENEFITS

8.1 Conflict of Interest of A/E. The A/E covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The A/E further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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

9. ASSIGNABILITY

The A/E shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto.

IN WITNESS WHEREOF, the Town and the A/E have executed this Agreement as of the date first written.

TOWN OF EAGAR

By

\_\_\_\_\_  
Bryce Hamblin, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney  
By \_\_\_\_\_

ARCHITECT/ENGINEER

By \_\_\_\_\_  
Its \_\_\_\_\_

**Exhibit 1**  
**Grant Agreement Terms and Conditions**



# GRANT AGREEMENT

Award: REDE-16-03

Arizona Commerce Authority  
333 North Central Avenue  
Suite 1900  
Phoenix, Arizona 85004  
(602) 845-1200

Grant Award Number: REDE-16-03

Grantee Name: Town of Eagar

FEIN: 86-6007272

Total Funding Amount: \$25,875.51

Grantee Project Contact:

Name: Jeremiah Loyd

Title: Community Development Administrator

Telephone Number: 928-333-4128 ext. 228

Email: [j.loyd@eagaraz.gov](mailto:j.loyd@eagaraz.gov)

Person Authorized to Sign on Behalf of Grantee:

Name: Bryce Hamblin

Title: Mayor

1. **Award.** The above-named Grantee is hereby awarded a grant in the amount of \$25,875.51 (the "Grant") under the Arizona Commerce Authority ("ACA") Fiscal Year 2016 ("FY16") Rural Economic Development Enhancement Grant Program ("REDE"). The Grant is awarded for use in the project (the "Project") and as described in Grantee's proposal dated April 27, 2016 (the "Proposal") submitted in response to ACA RFP #2016-16.

2. **Project Implementation.** The Grant is conditioned upon the Project being implemented substantially in conformance with the description of the Project in the Proposal, including without limitation the budget, schedule and Grantee's cash match. With respect to the schedule, the Project must in any case commence within two (2) months after the Effective Date of this Grant Agreement (the "Agreement") and be completed within nine (9) months after the Effective Date of this Agreement.

3. **Grant Documents.** This Agreement incorporates and includes the terms and conditions of both the Solicitation and Grantee's Proposal. Wherever there is a conflict among any two or three of (i) this document including Appendices, (ii) the Proposal and (iii) the Solicitation, this document shall prevail over the Solicitation and the Proposal and the Solicitation shall prevail over the Proposal.

4. **Reporting.** Grantee shall report on the progress of the Project as provided in Appendix C - Reporting.

5. **Term.** The term of the Agreement is nine (9) months from the Effective Date. Reimbursements will be made only for work completed during the term of the Agreement.

6. **Discrimination.** The Grantee shall not discriminate against any employee or contractor for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.

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# GRANT AGREEMENT

**Award: REDE-16-03**

**Arizona Commerce Authority**  
333 North Central Avenue  
Suite 1900  
Phoenix, Arizona 85004  
(602) 845-1200

7. Compliance with the law; E-Verify. Grantee warrants compliance with all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214. A breach of grantee’s warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Authority, in such event, may terminate this Agreement.

8. Cooperation with the Authority. Grantee authorizes and gives full consent to the Authority to copyright, publish, reproduce, promote or otherwise use its appearance, company brand, company images, testimonials and any other pertinent information in any manner, in any format or for any promotional/advertising purpose, including without limitation for public exhibits, displays, publications, art, website and advertising.

9. This Agreement is subject to the ACA Uniform Terms and Conditions set forth in Appendix D.

10. By signing below, Grantee agrees to the foregoing terms and conditions. This Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”).

This Agreement shall henceforth be referred to as Grant Agreement REDE-16-03.

<b>TOWN OF EAGAR:</b>	<b>ARIZONA COMMERCE AUTHORITY:</b>
<i>SIGNATURE</i>	<i>SIGNATURE</i>
BRYCE HAMBLIN	SANDRA WATSON
Mayor	President and CEO



## Appendix A – Project Summary

### **Project Name**

Eagar Economic Development Strategic Plan

### **Brief Project Description**

The Project will involve the creation of an economic development strategic plan. The Town will conduct a community-wide assessment to be utilized for labor market analysis. Additionally, all compiled information from the strategic plan will be utilized in a strategy for a marketing plan.

### **Intended Outcome(s)**

The final deliverable would be an in-depth master plan for the community of Eagar. Once created and implemented, this document will serve as the basis for long range economic development. All future and present businesses within the Town and targeted economic clusters will benefit from the plan. The master plan will improve the quality of life in Apache County by increasing job opportunities and aiding the region in becoming more competitive at attracting business ventures. The area to be served would begin with Round Valley, Eagar, Springerville and Apache County.



## Appendix B – Awards

**Award Amount:** \$25,875.51

**Authorized Expenses:**

Grant funds may be paid to reimburse any expenses set forth in the following table up to \$25,875.51:

Eligible REDE Project Costs	Budget Amount
Community-Wide Assessment	\$12,500
Labor Market Analysis	\$7,500
Marketing Plans	\$10,000
<i>Total Eligible REDE Project Costs</i>	<i>\$30,000</i>

**Cash Match Commitment:**

Match Contributions	Budget Amount
Town of Eagar General Fund	\$4,124.49
<i>Total Match Contributions</i>	<i>\$4,124.49</i>
<i>Match Percentage of Total Eligible REDE Project Costs</i>	<i>13.7%</i>

**Reimbursement Requests**

The Grant will be paid out on a reimbursement basis upon completion of the Project. The reimbursement request must be completed using the *REDE Reimbursement Request Form*. Reimbursement Requests must be completed and signed by the Grantee Project Contact or Person Authorized to Sign on Behalf of Grantee named on the first page of this Agreement and submitted in conjunction with a Project Close-Out Report.

Each cost requested for reimbursement must be set forth in the “**Eligible REDE Project Costs**” table above.. Requests must include all information and attachments required by such forms, including but not limited to copies of invoices paid and evidence of payment. Subcontractor invoices to the general contractor managing the Project may be required to demonstrate that reimbursement is being requested only for qualifying Project costs.

The ACA reserves all rights to request additional information to confirm satisfaction that requested reimbursements are appropriate under this Agreement.

Grantees must have submitted a signed ACA W-9 form to the ACA Grant Administrator (provided with Notice of Award) to receive any financial reimbursement from the ACA.



## Appendix C – Reporting

The Grantee shall provide a final report at the end of the term of this Grant Agreement and annual outcome reports for three (3) years after Project completion.

### **Project Close-Out Report**

A final Project Close-Out Report must be completed using the *REDE Close-Out Report Form*. The Close-Out Report must be completed and signed by the Grantee Project Contact or Person Authorized to Sign on Behalf of Grantee named on the first page of this Agreement. Reports must be submitted by the due dates listed in *Appendix C – Reporting* to the ACA Grant Administrator.

#### **Project Status Summary**

Grantee will briefly describe of the overall status of the Project.

#### **Project Progress Update**

- Grantee will describe the progress made up to and including the current quarter, including costs expended to date on the Project.
- Grantee will name all contractors that performed REDE Project work. At the time of the signing of this Agreement, the Grantee will have provided ACA with a copy of the pricing and signature pages of all contracts already established between the Grantee and the contractor. In the event of any changes to contractors and/or contracts related to REDE Project work, the Grantee must identify the change in the form and attach a copy of the required documentation.

#### **Project Budget Update**

- Grantee will update the Project budget table to reflect the actual amounts of the Grant Project. The table includes the budgeted amounts from this Agreement. The Grantee will provide actual amounts that reflect actual costs or funding amounts up to the end of the performance period.
- Grantee will identify any changes to Eligible REDE Project Cost line items, Budget Amounts, and/or other Project costs not eligible for REDE funding.
- Grantee will identify any changes to Cash Match Contributions including, but not limited to: source, timing, and amounts.

#### **Economic Development Update**

- Grantee will describe any noted progress towards the advancement of economic development as it relates to the Project.



**Project Outcomes Update**

- Grantee will describe any changes to the intended outcome described in *Appendix A – Project Summary*.

**Outcome Reports**

For 36 months after the end of the grant term, the Grantee will provide, on an annual basis, Project Outcome Reports using the *REDE Outcome Report Form*. Outcome Reports will include updated information regarding the intended outcome of the Project and related milestones. Progress towards economic development and private sector development (if applicable) as a result of the Project should also be provided. Reports must be completed and signed by the Grantee Project Contact or Person Authorized to Sign on Behalf of Grantee named on the first page of this Agreement. Reports must be submitted by the due dates listed in *Appendix C – Reporting* to the ACA Grant Administrator.

**Schedule of Reports**

**Close-Out Report**

Reporting Period Start	Reporting Period End*	Report Due
Effective Date	05/31/17	06/30/17

\*The Reporting Period End is the date that is nine (9) months from the Effective Date, rounded to the end of month.

**Outcome Reports**

Reporting Period Start	Reporting Period End	Report Due
07/01/17	06/30/18	07/31/18
07/01/18	06/30/19	07/31/19
07/01/19	06/30/20	07/31/20



**Appendix D – Uniform Terms and Conditions**

**ARIZONA COMMERCE AUTHORITY (ACA)  
UNIFORM TERMS AND CONDITIONS**

**1. Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *“ACA”* means the Arizona Commerce Authority.
- 1.2. *“ACA Fiscal Year”* means the period beginning with July 1 and ending June 30.
- 1.3. *“Attachment”* means any item a Solicitation requires an Offeror to submit as part of an Offer.
- 1.4. *“Contract”* has the meaning set forth in the preamble on the first page of this Contract.
- 1.5. *“Contract Amendment”* means a written document signed by the parties that is issued for the purpose of making changes in the Contract.
- 1.6. *“Contractor”* has the meaning set forth in the preamble on the first page of this Contract.
- 1.7. *“Days”* means calendar days unless otherwise specified.
- 1.8. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.9. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.10. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.11. *“Offer”* means an offer to provide the goods and/or services specified in a Solicitation, such as a bid, proposal or quotation.
- 1.12. *“Offeror”* means the Contractor.
- 1.13. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.



- 1.14. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.15. *"Solicitation Amendment"* means a written document that is signed by the ACA and issued for the purpose of making changes to the Solicitation.
- 1.16. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

**2. Contract Interpretation**

- 2.1. Arizona Law. Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the ACA of Arizona. (Please note: The ACA is exempt from Title 41, Chapter 23 of the Arizona Revised Statutes (the Procurement Code)).
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict between the terms of the various Contract sections and documents, the sections and documents shall prevail in the following order;
  - 2.3.1. The "Agreement" section commencing on the first page of this document.
  - 2.3.2. Special Terms and Conditions;
  - 2.3.3. Price Sheet;
  - 2.3.4. Statement or Scope of Work;
  - 2.3.5. Uniform Terms and Conditions;
  - 2.3.6. Solicitation; and
  - 2.3.7. Proposal.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



- 2.6. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. **Contract Administration and Operation**

- 3.1. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the ACA at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. **Non-Discrimination.** The Contractor shall comply with ACA Executive Order No. 2009-09 and all other applicable Federal and ACA laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the ACA and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The ACA shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the ACA determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the ACA for testing and inspection.
- 3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the ACA to the person designated in the Contract to receive notices or, if no one is designated to receive notices, the person named as the primary contact. Unless otherwise stated in the Contract, notices to the ACA required by the Contract shall be made by the Contractor to the ACA's Procurement Manager. An authorized ACA signer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.



- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the ACA.
- 3.7. Property of the ACA. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the ACA. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the ACA.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the ACA shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the ACA of Arizona requesting the issuance of this contract shall own (for and on behalf of the ACA) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the ACA, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the ACA and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the ACA. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the ACA without the express written authorization of the agency, department, division, board or commission of the ACA of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The ACA shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the ACA determine that the contractor and/or any subcontractors be found noncompliant, the ACA may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited.  
Any services that are described in the specifications or scope of work that directly serve the ACA of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services,



redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**4. Costs and Payments**

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the ACA within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The ACA is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the ACA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the ACA of Arizona, unless not required by law.

4.4. Availability of Funds for the Next ACA fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the ACA for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current ACA fiscal year. Should the Arizona State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ACA may take any of the following actions:

4.5.1. Accept a decrease in price offered by the Contractor;

4.5.2. Cancel the Contract; or



4.5.3. Cancel the contract and re-solicit the requirements.

**5. Contract Changes**

- 5.1. Amendments. The Contract may be modified only through a written Contract Amendment signed by the parties. Changes to the Contract, including without limitation the addition of work or materials, the revision of payment terms, or the substitution of work or materials, purported to be made by a person who is not specifically authorized by the ACA to execute the Contract Amendment shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the ACA. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the ACA. The ACA shall not unreasonably withhold approval.

**6. Risk and Liability**

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
  - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the ACA, the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the ACA as a result of entering into this contract. However, the parties further agree that the ACA, the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the ACA against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the ACA of materials furnished or work performed under this Contract. The ACA shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.



6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the ACA any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.



- 7.2. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the ACA of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to the ACA shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the ACA.
- 7.5. **Compliance with Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1. **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the ACA is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the ACA, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the ACA after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps



to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**8. The ACA’s Remedies in the Event of Default**

8.1 Right to Assurance. If the ACA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the ACA may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the ACA’s option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The ACA may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The ACA shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the ACA under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the ACA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The ACA shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the ACA, or damages assessed by the ACA concerning the Contractor’s non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9. Contract Termination**



- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the ACA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the ACA is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the ACA, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The ACA may, by written notice, terminate this Contract, in whole or in part, if the ACA determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the ACA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The ACA, 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 the Contractor.
- 9.3. Suspension or Debarment. The ACA may, by written notice to the Contractor, immediately terminate this Contract if the ACA determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the ACA.
- 9.4. Termination for Convenience. The ACA reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the ACA, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the ACA. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ACA upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
  - 9.5.1. In addition to the rights reserved in the contract, the ACA may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The ACA shall provide written notice of the termination and the reasons for it to the Contractor.



9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ACA on demand.

9.5.3. The ACA may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the ACA for any excess costs incurred by the ACA in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 10. Contract Claims

10.1. A claimant shall file a contract claim with the ACA within 180 days after the claim arises. The claim shall include the following:

1. The name, address, and telephone number of the claimant;
2. The signature of the claimant or claimant's representative;
3. Identification of the purchasing agency and the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the claim including copies of the relevant documents; and
5. The form and dollar amount of the relief requested.

10.2. The ACA has the authority to settle and resolve contract claims, except that the agency chief procurement officer shall receive prior written approval of the state procurement administrator for the settlement or resolution of a claim in excess of the amount prescribed in A.R.S. § 41-2535.

10.3. If a claim cannot be resolved under section 10.2, above, the ACA shall, upon a written request by the claimant for a final decision, issue a written decision no more than 60 days after the request is filed. Before issuing a final decision, the ACA shall review the facts pertinent to the claim and secure any necessary assistance from legal, fiscal, and other advisors.

10.4. The ACA shall furnish the decision to the claimant, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, with a copy to the state procurement administrator. The decision shall include:

1. A description of the claim;
2. A reference to the pertinent contract provision;
3. A statement of the factual areas of agreement or disagreement;
4. A statement of the agency chief procurement officer's decision, with supporting rationale;



5. A paragraph which substantially states: "This is the final decision of the ACA. This decision may be appealed pursuant to Title 41, Chapter 6, Article 10 of the Arizona Revised Statutes and Arizona administrative rules adopted thereunder. If you appeal, you must file a written notice of appeal containing the information required in section 10.7 within 30 days from the date you receive this decision."

10.5 If the ACA fails to issue a decision within 60 days after the request is filed, the claimant may proceed as if the agency chief procurement officer had issued an adverse decision.

10.6 The claimant may appeal the final decision of the ACA pursuant to Title 41, Chapter 6, Article 10 of the Arizona Revised Statutes and Arizona administrative rules adopted thereunder within 30 days of the ACA's decision. The claimant shall also file a copy of the appeal with the ACA.

10.7 The claimant shall file the appeal in writing and shall include the following:

1. A copy of the decision of the ACA;
2. A statement of the factual areas of agreement or disagreement; and
3. The precise factual or legal error in the decision of the agency chief procurement officer from which an appeal is taken.

10.8 The ACA shall file a complete report on the appeal with the Office of Administrative Hearings within 14 days from the date the appeal is filed, providing a copy to the claimant at that time by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The report shall include a copy of the claim, a copy of the ACA's decision, if applicable, and any other documents that are relevant to the claim.

## 11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



engineering and  
environmental design

July 28, 2016

# Exhibit A

Jeremiah Loyd, P.E., CFM  
Community Development Administrator  
Town of Eagar | PO BOX 1300 85925  
(928) 333-4128 Ext 228 | F (928) 333-5140

**Re: Eagar Economic Development Strategic Plan, Scope of Services (Revised July 28, 2016)**

Dear Mr. Loyd,

J2 is very pleased to present this Scope of Services for the Town of Eagar's (TOE), Eagar Community Economic Development Strategic Plan. J2 will serve as the Prime Consultant for the project providing overall project coordination of the Master Plan process with support from Gilmore Planning for specific planning/zoning and market analysis expertise.

**Project Understanding:** The project consists of the economic development strategic plan through the use of a community wide overview assessment, utilized for a labor market analysis, for the incorporated areas of the Town of Eagar in Apache County. The Town of Eagar is seeking to prepare a Master Plan Document that can be utilized by the town for long range land planning and economic development. This plan will include potential commercial, industrial, residential users/developers, staff and citizen input

Known anticipated work efforts include:

- A community overview land use assessment and recommended plan
- Literature review and best management practices (BMP) for rural areas.
- Market analysis of potential commercial development
- Gap analysis of business opportunities
- Integrated effort with existing Eagar Industrial Park Master Plan effort.
- Meetings with public, staff and elected officials

We thank you for the continued opportunity to be of service to the Town of Eagar for this project. Our estimated fee for this effort is shown on the attached Fee Schedule. Please do not hesitate to call with any questions.

Sincerely,

Dean A. Chambers, RLA, ASLA  
Sr. Landscape Architect and Project Manager  
J2 Engineering & Environmental Design

4649 E. Cotton Gin Loop Suite B2  
Phoenix, Arizona 85040  
phone 602-438-2221  
fax 602-438-2225

## Scope of Services

# Town of Eagar Economic Development Strategic Plan

### Task 1.0 Inventory/Analysis

**Purpose:** To establish a high level preliminary understanding and gather background information of existing conditions and gaining familiarity with the existing land uses. Analyze existing and future opportunities for commercial markets and how they interrelate to the overall community land uses.

#### Method:

##### 1.1 Gather and review existing data/information for project sites, including reports and studies.

- TOE Zoning and General Plan
- Available Existing Base Mapping
- Utilities
- GIS Site Data (existing available data, Apache Co., ASLD, AZGF, AZGEO, ESRI, FEMA, NRCS, others)
- Existing/Proposed Town of Eagar improvement plans
- Land Ownership
- FIRM Flood Delineation Maps
- Existing and Proposed Drainage Studies in area
- Existing Environmental Studies (provided by TOE only)
- Aerial Photo (Google Earth)
- Topo (existing available GIS data)
- Existing Market Research/Analysis (provided by TOE)
- Literature review and best management practices (BMP) for rural areas.

##### 1.2 Assessment/Inventory existing site conditions.

Application of planning methodologies in the assessment of existing conditions from a high level review of existing published data coupled with a physical field review of each site.

Site reconnaissance, including analysis of:

- Topography
- Circulation
- Existing Land Use
- Existing Development Patterns
- Floodplain and Floodway Evaluations
- Existing Utilities
- Existing Visual Character
- Coordination and interface with existing and future surrounding land use and programmed developments
- Identify present conditions and future needs for public infrastructure to support future development.

##### 1.3 Market and Demographic Analysis and Recommendations

The J2 Team will utilize Neilson Co. to provide demographic and market data for the Town of Eagar's "area of influence" for commercial markets. A gap analysis of potential commercial business opportunities will be included in this effort. Recommendations for land use locations and quantities will be provided.

## Scope of Services

# Town of Eagar Economic Development Strategic Plan

### 1.4 Land Use Analysis/Opportunities and Constraints Mapping/Site Evaluation

The J2 Design Team will develop a land use analysis graphic that depicts the opportunities and constraints that will be developed to depict the outcome of the research and effort included in Tasks 1.2.

#### Products:

- Site Analysis/Opportunities and Constraints Graphic
- Summary written documentation of findings
- Base mapping
- Meeting notes
- Preliminary Market and gap analysis Memo

#### Meetings:

- Site Visit
- Town Staff

Both of these meetings would be accomplished in one day on a combined trip. Assume one night stay for planning team.

## Task 2.0 Develop Plan Concept

**Purpose:** In response to Task 1.0, Inventory & Analysis, work closely with the Town staff to generate a concept plan that best respond to the synthesis of studies, planning concepts, and collective efforts of the consultant and Town.

#### Method:

**2.1 Generate Alternative Concept Plan(s)** (3 minimum). The alternatives may follow an approach in range from “traditional/accepted”, “mid-range”, to “maximize assets/opportunities”. These will all be based on influences of town boundary, existing general plan, ownership and zoning.

- Overview Land Uses (commercial, industrial, etc)
- Circulation
- Drainage
- Open Space
- Land Use Data
- Summary overview text discussion

#### Product:

- Concept Plans for Eagar Community Economic Development Strategic Plan.

#### Meetings:

- Review with Town staff
- Presentation to Public (format/TBD by Town)

Both of these meetings would be accomplished in one day on a combined trip. Assume one night stay for planning team.

## Scope of Services

# Town of Eagar Economic Development Strategic Plan

### Task 3.0 Preliminary Master Plan

**Purpose:** To refine the concept plan in detail sufficient for development of cost and implementation strategies; to present a clear overall design scenario of plan elements.

**Method:**

**3.1 Prepare a Preliminary Master Plan that addresses the following:**

- Overview Land Uses
- Circulation
- Drainage
- Open Space
- Land Use Data
- Summary overview text discussion

**3.2 DRAFT Market and Demographic Analysis and Recommendations**

Summary report of findings and application/approach recommendations.

**Product:**

- Preliminary Master Plan
- DRAFT Market and Demographic Analysis and Recommendations

**Meetings:**

- Review with Town staff
- Presentation to Public (format/TBD by Town)

Both of these meetings would be accomplished in one day on a combined trip. Assume one night stay for planning team.

## Scope of Services

# Town of Eagar Economic Development Strategic Plan

### Task 4.0 Final Master Plan

**Purpose:** To consolidate the planning, design, and research efforts into a graphic illustration of the Eagar Industrial Park facility.

**Method:**

#### 4.1 Prepare Final Master Plan that addresses the following:

- Overview Land Uses
- Circulation
- Drainage
- Open Space
- Land Use Data
- Summary overview text discussion

#### 4.2 Final Market and Demographic Analysis and Recommendations

Summary report of findings and application/approach recommendations.

#### 4.3 Marketing Plan

Under direction of town staff, prepare a marketing plan package that addresses the recommendations of the market study and master plan.

**Product:**

- Preliminary Master Plan
- DRAFT Market and Demographic Analysis and Recommendations
- Marketing Plan documents

**Meetings:**

- Review with Town staff
- Presentation to Public (format/TBD by Town)

Both of these meetings would be accomplished in one day on a combined trip. Assume one night stay for planning team.

## Scope of Services

# Town of Eagar Economic Development Strategic Plan

### General Understanding

The Town of Eagar Community Development Department shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project and to coordinate citizen meetings. The Town shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

The Town of Eagar Community Development Department shall make available to the Design Team all existing available data and records relevant to the site.

The Town of Eagar Community Development Department shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

The Town of Eagar Community Development Department shall furnish to the Design Team, upon the request of Design Team for performing the services, any existing pertinent data prepared by or services of others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project.

The Town of Eagar Community Development Department shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team in the performance or furnishing of the required services for the project, or any defect or non-conformance in the Design Team's services or in the work of any sub-contractor or sub-consultant.

The Town of Eagar Community Development Department warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the Town to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction

## Scope of Services

# Town of Eagar Economic Development Strategic Plan

documents will be developed to the Town of Eagar design and construction standards and specifications.

### Design Assumptions and Exclusions:

1. Legal descriptions, Boundary Survey, ALTA and any effort to establish any easements will be provided to the Design Team by TOE.
2. The Design Team is not providing Legal descriptions and effort to establish any easements.
3. The Design Team has not included any formal re-platting or rezoning efforts only preliminary review and recommendations, in this scope of services.
4. The Design Team is not providing or producing any 404 Permits or 404 Applications nor are we providing any environmental or biological investigations or clearances.
5. The Design Team will not be providing any formal soils/geotechnical services only review of existing available data.
6. The Design Team will not be designing any utilities, only route and capacity study
7. The Design Team is not providing any permitting for this project.
8. This scope of services does not include the design of any traffic signal design, construction sequencing, or traffic control plans, only review and recommendations of traffic patterns and capacities.
9. Utility potholing and/or designating utilities has not been included in this scope of services.
10. Electrical Engineering services are only power utility capacity review
11. No Structural Engineering.
12. No Construction Documents

We would expect to start our services promptly after receipt of your acceptance, along with the Town's approval, and complete our services in a timely manner. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

Approval

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Approved:

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Date:



# Exhibit B Key Personnel and Sub Consultants

## KEY STAFF TO BE ASSIGNED TO THIS PROJECT & ORGANIZATION CHART



**JEFF HOLZMEISTER, PE**  
*Project Principal / Drainage Engineer*

- » Allocation of firm resources and executive level decision making authority
- » Municipal facility civil engineering and water resources expert
- » Grading and drainage evaluation, irrigation supply pumps, water use calculations, fire and emergency vehicle access, pavement sections, and utilities



**DEAN CHAMBERS, RLA, ASLA**  
*Project Manager / Parcel Layout*

- » Extensive experience in concept development, master planning, site analysis, programming, design guidelines, facilitation of citizen/property owner involvement programs and workshops, design development, construction documents, and construction observation
- » Public/community project specialist



**AARON ALLAN, RLA, ASLA**  
*Landscape Architect / Aesthetics*

- » Creation of the aesthetic character and layout of numerous master plan and public amenity projects
- » Extensive work with Arizona municipalities
- » Hardscape, parcel orientation/spacing, planting, entry monuments, wall design, material selection, color palette, irrigation, and site civil coordination



**JACK GILMORE, RLA, ASLA, CLARB**  
*Planning / Land Use*

- » Experience with public infrastructure and developer-oriented projects as a landscape architect and land planner
- » Land use planning, site planning, landscape architectural design, and processing entitlements
- » Professional focus in mixed use commercial, office parks, industrial parks



**JASON TOUCHIN, PE**  
*Circulation / Roadway Engineering*

- » Extensive experience in Master Plans, designs of new and redevelopment of public infrastructure
- » Water and sewer line design
- » Earthwork cut and fill balance
- » Expert at blending civil engineering aspects with landscape architecture and site design issues



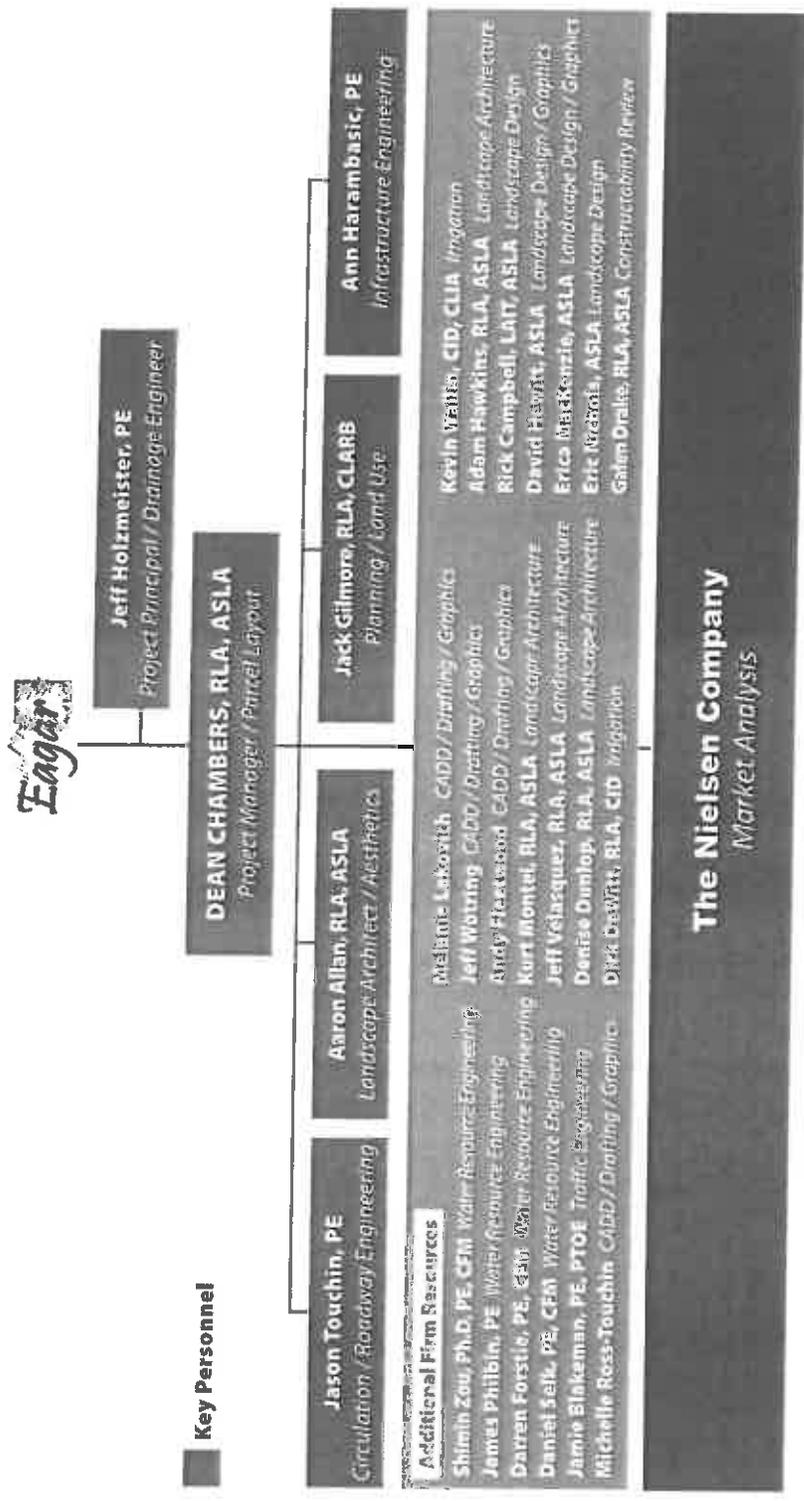
**ANN HARAMBASIC, PE**  
*Infrastructure Engineering*

- » Roadway drainage, storm drain design, utility coordination, plan development and project management
- » Experience ranges from large mixed-use commercial and industrial developments, pavement jobs, to urban roadway design
- » Coordination with municipalities, utility companies, and adjacent/affected properties

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# ORGANIZATION CHART



## REFERENCES FROM AT LEAST THREE CLIENTS INVOLVED IN SIMILAR PROJECTS

- Bill Fay, Director of Development Services, City of Maricopa, 520.316.6944, bill.fay@maricopa-az.gov
- Nick Blake, City of Apache Junction, Parks Superintendent, 480.474.5151, nblake@ajcity.net
- Jarod Rogers, RLA, City of Phoenix, Landscape Architect/Trails Coordinator, 602.534.1089, jarod.rogers@phoenix.gov
- Robert Wisener, City of Buckeye, Conservation & Project Manager, 623.349.6621, rwisener@buckeyeaz.gov
- Jeff Bell, City of Apache Junction, Parks and Recreation Director, 480.474.5150, jbell@ajcity.net
- Walt Kinsler, City of Goodyear, Project Manager, 623.882.7959, Walter.Kinsler@goodyearaz.gov

# Jeffrey Holzmeister, P.E.

Project Principal / Drainage Engineer

Jeff is the President and Co-Founder of J2 and has 31 years of water resources and general civil engineering experience. Jeff has been involved in a wide range of water resource and general civil engineering projects throughout Arizona. Investigation of these projects has required analyses of surface water hydrology, water distribution systems, open channel hydraulics, and sediment transport analyses. In addition to technical engineering analyses, the majority of these projects have also required the development of construction cost estimates, operation and maintenance plans, and benefit/cost analyses to determine the economic feasibility of a specific flood control or drainage plan. Jeff is experienced in the application of the HEC-1, HEC-2/HEC-RAS, HEC-6, StormCadd, and FLO-2D computer programs.

## EXPERIENCE

### City of Maricopa Copper Sky Community Park Master Plan and Infrastructure

#### *Project Principal*

The J2 Team provided complete park master planning services including extensive evaluation of the project site from a varied perspective with topography, soils, flood protection, adjacent roadway and transportation impacts, ADOT influences, light and noise impacts to existing and future residential development, water use and supply, parking, existing infrastructure, and public outreach effort to solicit public feedback and generate the preferred concepts. In addition, J2 incorporated future facilities including a police station into the Master Plan. These efforts resulted in an award-winning park and recreation facility. This 110-acre complex included an amphitheatre, fishing lake, ramadas, dog park, skate plaza, horseshoe pits, and play areas. As Prime Consultant, J2 provided overall project management, master planning, landscape architecture,

engineering design, master planning,

construction documents, public outreach/involvement, and construction coordination.

### Casa Grande Performance Institute

#### *Master Plan*

#### *Project Principal*

This world class state of the art sports training and rehabilitation facility is a 50 acre multi-use sports complex and athletic training facility located adjacent to the Historic Francisco Grande Resort in Casa Grande, Arizona. A 58,000 square foot building with four (4) locker rooms, along with offices and meeting rooms, a weight room, a community recreation center is a focal point of Grande Sports World. Also included in the design are nineteen (19) tennis courts, hydro-therapy pools, and a 2 acre irrigation reservoir with a pump station for irrigation and fire suppression. Completing the amenities are picnic ramadas and shade covers, landscaped areas, walking paths, site lighting and irrigation design and 750 parking spaces.

### City of Flagstaff Industrial Drive

#### *Project Principal*

The project corridor is located along Industrial Drive, from Fanning Drive to Huntington Drive with street improvements consisting of a full width major collector typical section. The work includes upgrading a rural two way unpaved roadway with new asphalt pavement, curb and gutter, sidewalk, bicycle lanes, parkway, water line service, sewer trunk and lateral service, landscape and irrigation design, signing and striping, street lighting, storm water pollution prevention, right of way acquisition, restore impacts to adjacent property frontages and new catch basins with various drainage improvements to mitigate adverse impacts to upstream and downstream properties.

### City of Apache Junction Silly Mountain

#### *Park Master Plan*

#### *Project Principal*

The J2 Team provided complete park

## Years Experience

13 with J2 / 31 Total

## Education

M.S., Water Resources Engineering, University of Kansas, Lawrence, Kansas

B.S. Civil Engineering, University of Kansas, Lawrence, Kansas

FLO-2D Modeling Training

## Affiliations

American Society of Civil Engineers  
Arizona Council of Engineering Companies

Arizona Floodplain Managers Association

## Registration

Professional Civil Engineer  
Arizona #23170



Jeff Holzmeister, PE

## CONTACT

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to lessons learned from both existing parks. The third community park will be comprised between 80 and 200+ acres and will be executed in phases aligning with available funding.

### **AZGF Tri-State and Northern Arizona (NASR) Shooting Ranges** *Project Principal*

Both shooting range sites are located on a remote rural parcels of land owned by Arizona Game and Fish Department (AZGF). Tri-State Shooting Range was purchased from the BLM while NASR was a parcel of pater land surrounded by the Coconino Forest and five miles east of Walnut Canyon National Monument. For the Tri-State site J2 prepared a POD (plan of development) and VRM (visual resource management plan) to BLM standards/requirements, both documents were approved by the BLM allowing site development. For NASR site J2 worked with AZGF, the National Forest Service (NFS), and National Park Service (NPS) on the planning and approval of development plans. J2 provided planning design and engineering services coordinating closely with AZGF staff. In addition to planning and engineering documents a baseline and built conditions acoustics study, J2 documented before and after conditions and impacts to the surrounding area. The acoustics study was prepared by a subconsultant, ACS. The J2 Team prepared construction documents, for both projects, included roads, grading, land restoration, utilities, parking, structures and shooting range elements.

### **Maricopa Parks, Trails, and Recreation Master Plan** *Project Principal*

J2 prepared the first ever comprehensive Parks Trails and Open Space Master Plan

Master Planning services for this 200 acre Regional Park for the City of Apache Junction. The Master Plan focused on desert mountain preservation and environmental education along with hiking trails and passive park uses. This included an extensive evaluation of the project site from a varied perspective that included discussions with and coordination with the Bureau of Land Management (BLM), topography review, soils, adjacent roadway and transportation impacts, light and noise impacts to existing and future private residential development, water use and water supply, parking, existing infrastructure, and extensive public outreach effort to solicit public feedback and generate the preferred concepts. This evaluation and the extensive public outreach efforts resulted in the development of a solid park and recreation Master Planning effort providing the information that the City needed to initiate discussions with the BLM on the leasing the land associated with this park site.

### **Peoria Community Park #3 Site / Selection Master Plan** *Project Principal*

The City of Peoria has defined a need to provide a Community Park and Recreation Services in the currently underserved northern portion of the city and to develop a community park in north Peoria. This study evaluates three alternative sites within the defined study area and establishes a rating measurement for the viability of each site to fulfill park needs and provide a recommended site of this future City of Peoria Park. Preliminary park program from the City of Peoria is built upon the types of amenities that are in the City's two existing community parks. Building upon and relating to these existing programs and amenities in addition

for this growth city. The plan inventoried existing public and private facilities along with Master Planned communities and defined future need for parks, recreation facilities based upon level of service criteria along with trail standards and alignments. Development of performance standards for parks and open spaces is a key feature of the master plan that addresses the rapid growth and development in the City of Maricopa.

### **City of Phoenix Tres Rios Recreation Master Plan Project** *Project Principal*

This restoration project was jointly funded by the USACE and the SROG. J2 designed and wrote the Master Plan report that provided the roadmap for the future development of the recreational components that will be integral to the success of the Tres Rios recreation efforts. The programmed improvements including trails, trailheads, and an environmental education center are all a part of the Tres Rios Environmental Restoration Project Phase II (project) at the Salt and Gila Rivers west of Phoenix, Arizona.

### **Three Trailheads Master Plan** *Project Principal*

J2 provided Master Planning of three separate trailhead sites within the mountain preserves of South Mountain and the Sonoran Preserve. Each trail head design went through a series of site analysis to determine the most suitable location on the site. The project required an extensive site analysis with slope, vegetation, and hydrology of adjacent washes, rough grading and opinion of probable construction cost for all concepts. The preferred alternative may now be utilized by the City as roadmap for development of construction documents and to coordinate with future developments.



# Dean Chambers, RLA

Project Manager / Parcel Layout

Dean is a senior Landscape Architect with J2 and a Faculty Associate at Arizona State University in Landscape Architecture and has more than 30 years of professional experience in Landscape Architecture, Planning and Urban Design. Dean has been active in delivering projects with Low Impact Development (LID), LEED and Sustainable Sites Initiative (SIS) principles and certifications at signature parks and facilities in the Phoenix metro area. Dean has planned designed many of the parks and trails, community wide parks recreation open space and trails master plans, and SITES pilot project selections. He has served as project manager and directed multi-discipline design teams on a variety of large-scale design projects specializing in open space, parks and recreation, transportation, native lands restoration, corporate, industrial, commercial, residential development, community design and urban design.

## EXPERIENCE

### City of Maricopa Copper Sky Community Park Master Plan and Infrastructure Landscape Architect

The J2 Team provided complete park master planning services including extensive evaluation of the project site from a varied perspective with topography, soils, flood protection, adjacent roadway and transportation impacts, ADOT influences, light and noise impacts to existing and future residential development, water use and supply, parking, existing infrastructure, and public outreach effort to solicit public feedback and generate the preferred concepts. In addition, J2 incorporated future facilities including a police station into the Master Plan. These efforts resulted in an award-winning park and recreation facility. This 110-acre complex included an amphitheatre, fishing lake, ramadas, dog park, skate plaza, horseshoe pits, and play areas. As Prime Consultant, J2 provided overall project

management, master planning, landscape architecture, engineering design, master planning, construction documents, public outreach/involvement, and construction coordination.

### Casa Grande Performance Institute Master Plan Project Manager

This world class state of the art sports training and rehabilitation facility is a 50 acre multi-use sports complex and athletic training facility located adjacent to the Historic Francisco Grande Resort in Casa Grande, Arizona. A 58,000 square foot building with four (4) locker rooms, along with offices and meeting rooms, a weight room, a community recreation center is a focal point of Grande Sports World. Also included in the design are nineteen (19) tennis courts, hydro-therapy pools, and a 2 acre irrigation reservoir with a pump station for irrigation and fire suppression. Completing the amenities are picnic ramadas and shade covers, landscaped

areas, walking paths, site lighting and irrigation design and 750 parking spaces.

### City of Apache Junction Silly Mountain Park Master Plan Project Manager

The J2 Team provided complete park Master Planning services for this 200 acre Regional Park for the City of Apache Junction. The Master Plan focused on desert mountain preservation and environmental education along with hiking trails and passive park uses. This included an extensive evaluation of the project site from a varied perspective that included discussions with and coordination with the Bureau of Land Management (BLM), topography review, soils, adjacent roadway and transportation impacts, light and noise impacts to existing and future private residential development, water use and water supply, parking, existing infrastructure, and extensive public outreach effort to solicit public feedback

**Years Experience**  
10 with J2 / 32 Total

**Education**  
Bachelor of Landscape Architecture, Oklahoma State University

**Affiliations**  
Faculty Associate Landscape Architecture, Arizona State University  
American Society of Landscape Architects (ASLA)  
Landscape Architecture Program Advisory Council, Oklahoma State University

**Registration**  
Registered Landscape Architect, Arizona #20758



Dean Chambers, RLA

## CONTACT

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http://www.j2design.us

and generate the preferred concepts. This evaluation and the extensive public outreach efforts resulted in the development of a solid park and recreation Master Planning effort providing the information that the City needed to initiate discussions with the BLM on the leasing the land associated with this park site.

### **Peoria Community Park #3 Site / Selection Master Plan**

#### **Project Manager**

The City of Peoria has defined a need to provide a Community Park and Recreation Services in the currently underserved northern portion of the city and to develop a community park in north Peoria. This study evaluates three alternative sites within the defined study area and establishes a rating measurement for the viability of each site to fulfill park needs and provide a recommended site of this future City of Peoria Park. Preliminary park program from the City of Peoria is built upon the types of amenities that are in the City's two existing community parks. Building upon and relating to these existing programs and amenities in addition to lessons learned from both existing parks. The third community park will be comprised between 80 and 200+ acres and will be executed in phases aligning with available funding.

### **Maricopa Parks, Trails, and Recreation Master Plan**

#### **Project Manager**

J2 prepared the first ever comprehensive Parks Trails and Open Space Master Plan for this growth city. The plan inventoried existing public and private facilities along with Master Planned communities and defined future need for parks, recreation

facilities based upon level of service criteria along with trail standards and alignments. Development of performance standards for parks and open spaces is a key feature of the master plan that addresses the rapid growth and development in the City of Maricopa.

### **AZGF Tri-State and Northern Arizona (NASR) Shooting Ranges**

#### **Project Manager**

Both shooting range sites are located on a remote rural parcels of land owned by Arizona Game and Fish Department (AZGF). Tri-State Shooting Range was purchased from the BLM while NASR was a parcel of paten land surrounded by the Coconino Forest and five miles east of Walnut Canyon National Monument. For the Tri-State site J2 prepared a POD (plan of development) and VRM (visual resource management plan) to BLM standards/requirements, both documents were approved by the BLM allowing site development. For NASR site J2 worked with AZGF, the National Forest Service (NFS), and National Park Service (NPS) on the planning and approval of development plans. J2 provided planning design and engineering services coordinating closely with AZGF staff. In addition to planning and engineering documents a baseline and built conditions acoustics study, J2 documented before and after conditions and impacts to the surrounding area. The acoustics study was prepared by a subconsultant, ACS. The J2 Team prepared construction documents, for both projects, included roads, grading, land restoration, utilities, parking, structures and shooting range elements.

### **CAP and Loop 101 Crossing Master Plan**

#### **Project Manager**

J2 led the process of developing the project assessment documents for the

development of this shared-use path at the intersection of the Central Arizona Project (CAP) canal and SR101L. This corridor serves as part of Scottsdale's overall transportation circulation system and will support multiple recreation opportunities, such as walking, bicycling, and inline skating. This project design included a bridge structure over SR101L and crossings of the CAP canal.

### **City of Peoria Palo Verde Open Space Park Master Plan and Infrastructure Project Manager**

J2 was the Prime consultant for this 4 acre neighborhood park within the City of Peoria providing professional services for Master Planning, thematic design, 404 permitting, as well as the development of construction documents and construction observation for this unique park. This included an extensive evaluation of the project's archaeological impacts, and evaluation of the site from a varied perspective that included topography, soils, storm water flow protection including the historic wash that cut through the site, adjacent roadway and transportation impacts, light and noise impacts to existing and future private residential development, water use and water supply, parking, existing infrastructure, and extensive public outreach effort to solicit public feedback and generate the preferred park concepts. This evaluation and the extensive public outreach efforts resulted in the development of this award winning park and recreation facility.

# Aaron Allan, RLA

Landscape Architect / Aesthetics

Aaron has 11 years of landscape architecture experience and has completed a wide variety of public works projects throughout Arizona. Aaron has outstanding experience leading multidisciplinary design teams on successful award-winning projects including design of public pedestrian spaces, environmental restorations, and trails. Aaron has been involved in more than a dozen trails projects constituting over 20 miles of pathways. Many of the projects involved multiple stakeholder involvement. Aaron gives the J2 staff multi-faceted talent, due to his diverse expertise in parks and open-space master planning, hardscape and irrigation design, public presentation, horticulture, and planting design.



## EXPERIENCE

**City of Maricopa Copper Sky Community Park Master Plan and Infrastructure Landscape Architect**

The J2 Team provided complete park master planning services including extensive evaluation of the project site from a varied perspective with topography, soils, flood protection, adjacent roadway and transportation impacts, ADOT influences, light and noise impacts to existing and future residential development, water use and supply, parking, existing infrastructure, and public outreach effort to solicit public feedback and generate the preferred concepts. In addition, J2 incorporated future facilities including a police station into the Master Plan. These efforts resulted in an award-winning park and recreation facility. This 110-acre complex included an amphitheatre, fishing lake, ramadas, dog park, skate plaza, horseshoe pits, and play areas. As Prime Consultant, J2 provided overall project management, master planning, landscape architecture,

engineering design, master planning, construction documents, public outreach/involvement, and construction coordination.

**Peoria Community Park #3 Site / Selection Master Plan Landscape Architect**

The City of Peoria has defined a need to provide a Community Park and Recreation Services in the currently underserved northern portion of the city and to develop a community park in north Peoria. This study evaluates three alternative sites within the defined study area and establishes a rating measurement for the viability of each site to fulfill park needs and provide a recommended site of this future City of Peoria Park. Preliminary park program from the City of Peoria is built upon the types of amenities that are in the City's two existing community parks. Building upon and relating to these existing programs and amenities in addition to lessons learned from both existing

parks. The third community park will be comprised between 80 and 200+ acres and will be executed in phases aligning with available funding.

**City of Phoenix Tres Rios Recreation Master Plan Project Project Manager**

This restoration project was jointly funded by the USACE and the SROG. J2 designed and wrote the Master Plan report that provided the roadmap for the future development of the recreational components that will be integral to the success of the Tres Rios recreation efforts. The programmed improvements including trails, trailheads, and an environmental education center are all a part of the Tres Rios Environmental Restoration Project Phase II (project) at the Salt and Gila Rivers west of Phoenix, Arizona.

**City of Phoenix 3 Trailheads Master Plan Project Manager**

J2 provided Master Planning of three

**Years Experience**  
11 with J2 / 13 Total

**Education**  
Bachelor of Science in Landscape Architecture,  
Arizona State University  
PSMJ Resources, Inc. Project Management Training

**Affiliations**  
American Society of Landscape Architects  
Council of Landscape Architectural Registration Boards (CLARB) Certified

**Registration**  
Registered Landscape Architect,  
Arizona #45-439



Aaron Allan, RLA

separate trailhead sites within the mountain preserves of South Mountain and the Sonoran Preserve. Each trail head design went through a series of site analysis to determine the most suitable location on the site. The project required an extensive site analysis with slope, vegetation, and hydrology of adjacent washes, rough grading and opinion of probable construction cost for all concepts. Each option provided both car and equestrian parking, a restroom, and shade structure. The preferred alternative may now be utilized by the City as roadmap for development of construction documents and to coordinate with future developments.

#### **City of Queen Creek 5 Parks Master Plan Landscape Architect**

J2 was the Prime Park and Recreation Planner on two of the five community parks Master Plans and Drainage Consultant for all five sites. East Park is a 102 acre site with a 23 acre Public Works Yard. Sossaman Cloud Park is a 23 acre basin site programmed to be a passive dog park. The park was designed to accommodate the 100-year flood event while offering passive opportunities, allowing for a 2-acre fire station and allowing the existing neighborhood to take advantage of the outstanding views of the Santan Mountains.

#### **CAP and Loop 101 Crossing Master Plan Landscape Architect**

J2 led the process of developing the project assessment documents for the development of this shared-use path at the intersection of the Central Arizona Project (CAP) canal and SR101L. This corridor serves as part of Scottsdale's overall transportation circulation system and will support multiple recreation

opportunities, such as walking, bicycling, and inline skating. This project design included a bridge structure over SR101L and crossings of the CAP canal.

#### **Granite Creek Drainage Master Plan Landscape Architect**

J2 was retained by the City of Prescott to prepare a Physical Map Revision (PMR) for Granite Creek's six tributaries (Bannon Creek, Manzanita Creek, Butte Creek, North Fork of Miller Creek, Miller Creek, and Virginia Street Wash). J2 worked with Yavapai County Flood Control District on these two projects. The project required review/refinement of topographic mapping, survey, field investigations, GIS coordination, hydrologic/hydraulic analysis (HEC-1/HEC-HMS, HEC-RAS, and FLO-2D), preparation of FEMA TDN's, and public outreach. This project was unique in that Team members combined the use of FLO-2D and HEC-RAS to develop the floodplain delineations. FLO-2D was utilized to assist in the alignment of HEC-RAS cross-section and definition of flow splits and HEC-RAS was utilized for the floodplain delineation for its ease in use by future engineering studies. The project updated the floodplain/floodway delineations for the majority of the City of Prescott. Due to the age of Prescott, many properties contain buildings within the floodplain. The study will enable Prescott to improve its floodplain management and reduce the flood risks for its citizens.

#### **City of Peoria Palo Verde Open Space Park Master Plan and Infrastructure Landscape Architect**

J2 was the Prime consultant for this 4 acre neighborhood park within the City of Peoria providing professional services for Master Planning, thematic design, 404 permitting, as well as the development of

construction documents and construction observation for this unique park. This included an extensive evaluation of the project's archaeological impacts, and evaluation of the site from a varied perspective that included topography, soils, storm water flow protection including the historic wash that cut through the site, adjacent roadway and transportation impacts, light and noise impacts to existing and future private residential development, water use and water supply, parking, existing infrastructure, and extensive public outreach effort to solicit public feedback and generate the preferred park concepts. This evaluation and the extensive public outreach efforts resulted in the development of this award winning park and recreation facility.

#### **City of Avondale El Rio Watercourse Master Plan**

##### **Landscape Architect**

The J2 Team provided complete watercourse master planning services. This project is a multi-community collaboration between the Flood Control District of Maricopa County, Maricopa County Parks and Recreation, Maricopa County Planning and Development and the Cities of Avondale, Buckeye and Goodyear. The Master Plan outlines a conceptual flood mitigation strategy to protect future and existing development, provides recreational and economic development opportunities and preserves and restores the river's natural function. The Master Plan covers an 18-mile reach of the Gila River from the confluence with the Agua Fria River west to the SR-85 Bridge and includes areas within Avondale, Buckeye and Goodyear, as well as unincorporated Maricopa County.

## **CONTACT**

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# Jason Touchin, P.E.

Circulation / Roadway Engineering

Jason has over 19 years of experience in engineering design and serves as the lead project civil engineer. Jason is responsible for J2's civil engineering design. He designs and oversees all general civil engineering aspects for the office including all site development and roadway projects. These projects involve engineering analysis and design, project management, coordination of personnel, plan preparation, specifications, and cost estimates. Jason has been responsible for roadway design from rural pavement preservation jobs to the \$66 million light rail transit project. His client experience includes ADOT, MCDOT, City of Phoenix, Town of Gilbert, City of Chandler and various other countries and municipalities. Jason's computer proficiency includes Microstation and InRoads.



## EXPERIENCE

### City of Maricopa Copper Sky Community Park Master Plan and Infrastructure Project Engineer

The J2 Team provided complete park master planning services including extensive evaluation of the project site from a varied perspective with topography, soils, flood protection, adjacent roadway and transportation impacts, ADOT influences, light and noise impacts to existing and future residential development, water use and supply, parking, existing infrastructure, and public outreach effort to solicit public feedback and generate the preferred concepts. In addition, J2 incorporated future facilities including a police station into the Master Plan. These efforts resulted in an award-winning park and recreation facility. This 110-acre complex included an amphitheatre, fishing lake, ramadas, dog park, skate plaza, horseshoe pits, and play areas. As Prime Consultant, J2 provided overall project management, master planning, landscape architecture,

engineering design, master planning, construction documents, public outreach/involvement, and construction coordination.

### Casa Grande Performance Institute Master Plan Project Engineer

This world class state of the art sports training and rehabilitation facility is a 50 acre multi-use sports complex and athletic training facility located adjacent to the Historic Francisco Grande Resort in Casa Grande, Arizona. A 58,000 square foot building with four (4) locker rooms, along with offices and meeting rooms, a weight room, a community recreation center is a focal point of Grande Sports World. Also included in the design are nineteen (19) tennis courts, hydro-therapy pools, and a 2 acre irrigation reservoir with a pump station for irrigation and fire suppression. Completing the amenities are picnic ramadas and shade covers, landscaped areas, walking paths, site lighting and irrigation design and 750 parking spaces.

### City of Flagstaff Industrial Drive Project Engineer

The project corridor is located along Industrial Drive, from Fanning Drive to Huntington Drive with street improvements consisting of a full width major collector typical section. The work includes upgrading a rural two way unpaved roadway with new asphalt pavement, curb and gutter, sidewalk, bicycle lanes, parkway, water line service, sewer trunk and lateral service, landscape and irrigation design, signing and striping, street lighting, storm water pollution prevention, right of way acquisition, restore impacts to adjacent property frontages and new catch basins with various drainage improvements to mitigate adverse impacts to upstream and downstream properties.

### City of Apache Junction Silly Mountain Park Master Plan Project Engineer

The J2 Team provided complete park

### Years Experience

11 with J2 / 19 Total

### Education

Bachelor of Science,  
Construction Management,  
Arizona State University

### Affiliations

American Society of Civil Engineers  
Arizona Council of Engineering  
Companies

### Registration

Professional Civil Engineer  
Arizona #38806

Master Planning services for this 200 acre Regional Park for the City of Apache Junction. The Master Plan focused on desert mountain preservation and environmental education along with hiking trails and passive park uses. This included an extensive evaluation of the project site from a varied perspective that included discussions with and coordination with the Bureau of Land Management (BLM), topography review, soils, adjacent roadway and transportation impacts, light and noise impacts to existing and future private residential development, water use and water supply, parking, existing infrastructure, and extensive public outreach effort to solicit public feedback and generate the preferred concepts. This evaluation and the extensive public outreach efforts resulted in the development of a solid park and recreation Master Planning effort providing the information that the City needed to initiate discussions with the BLM on the leasing the land associated with this park site.

**Peoria Community Park #3 Site / Selection Master Plan**

**Project Engineer**  
The City of Peoria has defined a need to provide a Community Park and Recreation Services in the currently underserved northern portion of the city and to develop a community park in north Peoria. This study evaluates three alternative sites within the defined study area and establishes a rating measurement for the viability of each site to fulfill park needs and provide a recommended site of this future City of Peoria Park. Preliminary park program from the City of Peoria is built upon the types of amenities that are in the City's

two existing community parks. Building upon and relating to these existing programs and amenities in addition to lessons learned from both existing parks. The third community park will be comprised between 80 and 200+ acres and will be executed in phases aligning with available funding.

**Maricopa Parks, Trails, and Recreation Master Plan**

**Project Engineer**

J2 prepared the first ever comprehensive Parks Trails and Open Space Master Plan for this growth city. The plan inventoried existing public and private facilities along with Master Planned communities and defined future need for parks, recreation facilities based upon level of service criteria along with trail standards and alignments. Development of performance standards for parks and open spaces is a key feature of the master plan that addresses the rapid growth and development in the City of Maricopa.

**AZGF Tri-State and Northern Arizona (NASR) Shooting Ranges**

**Project Engineer**

Both shooting range sites are located on a remote rural parcels of land owned by Arizona Game and Fish Department (AZGF). Tri-State Shooting Range was purchased from the BLM while NASR was a parcel of patent land surrounded by the Coconino Forest and five miles east of Walnut Canyon National Monument. For the Tri-State site J2 prepared a POD (plan of development) and VRM (visual resource management plan) to BLM standards/requirements, both documents were approved by the BLM allowing site development. For NASR site J2 worked with AZGF, the National Forest Service (NFS), and National Park Service (NPS) on the planning and approval

of development plans. J2 provided planning design and engineering services coordinating closely with AZGF staff. In addition to planning and engineering documents a baseline and built conditions acoustics study, J2 documented before and after conditions and impacts to the surrounding area. The acoustics study was prepared by a subconsultant, ACS. The J2 Team prepared construction documents, for both projects, included roads, grading, land restoration, utilities, parking, structures and shooting range elements.

**City of Phoenix 3 Trailheads Master Plan Project Engineer**

J2 provided Master Planning of three separate trailhead sites within the mountain preserves of South Mountain and the Sonoran Preserve. Each trail head design went through a series of site analysis to determine the most suitable location on the site. The project required an extensive site analysis with slope, vegetation, and hydrology of adjacent washes, rough grading and opinion of probable construction cost for all concepts. Each option provided both car and equestrian parking, a restroom, and shade structure. The preferred alternative may now be utilized by the City as roadmap for development of construction documents and to coordinate with future developments.

**CONTACT**

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# Anh Harambasic, PE

Civil / Infrastructure Engineer

Anh has over 14 years of engineering experience, the bulk of these years of experience is comprised of roadway design, roadway drainage, storm drain design, utility coordination, plan development and project management. Anh has been able to diversify her experience to include commercial development, sanitary sewer design, civil site work, and task management of technical staff. Projects range from PM-10 roadway pavement jobs, to urban roadway design, to the \$66 million light rail transit project in Phoenix. Her clients include Maricopa County Department of Transportation, City of Phoenix, City of Chandler and various other counties and municipalities.



## EXPERIENCE

### City of Maricopa Copper Sky Community Park Master Plan and Infrastructure Civil / Infrastructure Engineer

The J2 Team provided complete park master planning services including extensive evaluation of the project site from a varied perspective with topography, soils, flood protection, adjacent roadway and transportation impacts, ADOT influences, light and noise impacts to existing and future residential development, water use and supply, parking, existing infrastructure, and public outreach effort to solicit public feedback and generate the preferred concepts. In addition, J2 incorporated future facilities including a police station into the Master Plan. These efforts resulted in an award-winning park and recreation facility. This 110-acre complex included an amphitheatre, fishing lake, ramadas, dog park, skate plaza, horseshoe pits, and play areas. As Prime Consultant, J2 provided overall project management, master planning, landscape architecture,

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### Years Experience

9 with J2 / 14 Total

### Education

Bachelor of Science in Civil Engineering,  
Arizona State University

### Registration

Professional Civil Engineer,  
Arizona #36500

### **City of Apache Junction Silly Mountain Park Master Plan**

#### **Civil / Infrastructure Engineer**

The J2 Team provided complete park Master Planning services for this 200 acre Regional Park for the City of Apache Junction. The Master Plan focused on desert mountain preservation and environmental education along with hiking trails and passive park uses. This included an extensive evaluation of the project site from a varied perspective that included discussions with and coordination with the Bureau of Land Management (BLM), topography review, soils, adjacent roadway and transportation impacts, light and noise impacts to existing and future private residential development, water use and water supply, parking, existing infrastructure, and extensive public outreach effort to solicit public feedback and generate the preferred concepts. This evaluation and the extensive public outreach efforts resulted in the development of a solid park and recreation Master Planning effort providing the information that the City needed to initiate discussions with the BLM on the leasing the land associated with this park site.

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recommended site of this future City of Peoria Park. Preliminary park program from the City of Peoria is built upon the types of amenities that are in the City's two existing community parks. Building upon and relating to these existing programs and amenities in addition to lessons learned from both existing parks. The third community park will be comprised between 80 and 200+ acres and will be executed in phases aligning with available funding.

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### **City of Phoenix Tres Rios Recreation Master Plan Project**

#### **Civil / Infrastructure Engineer**

This restoration project was jointly funded by the USACE and the SROG. J2 designed and wrote the Master Plan report that provided the roadmap for the future development of the recreational components that will be integral to the success of the Tres Rios recreation efforts. The programmed improvements including trails, trailheads, and an environmental education center are all a part of the Tres Rios Environmental Restoration Project Phase II (project) at the Salt and Gila Rivers west of Phoenix, Arizona.

### **City of Phoenix 3 Trailheads Master Plan Civil Engineer**

J2 provided Master Planning of three separate trailhead sites within the mountain preserves of South Mountain and the Sonoran Preserve. Each trail head design went through a series of site analysis to determine the most suitable location on the site. The project required an extensive site analysis with slope, vegetation, and hydrology of adjacent washes, rough grading and opinion of probable construction cost for all concepts. Each option provided both car and equestrian parking, a restroom, and shade structure. The preferred alternative may now be utilized by the City as roadmap for development of construction documents and to coordinate with future developments.

### **City of Queen Creek 5 Parks Master Plan Civil / Infrastructure Engineer**

J2 was the Prime Park and Recreation Planner on two of the five community parks Master Plans and Drainage Consultant for all five sites. East Park is a 102 acre site with a 23 acre Public Works Yard. Sossaman Cloud Park is a 23 acre basin site programmed to be a passive dog park. The park was designed to accommodate the 100-year flood event while offering passive opportunities, allowing for a 2-acre fire station and allowing the existing neighborhood to take advantage of the outstanding views of the Santan Mountains.

## **CONTACT**

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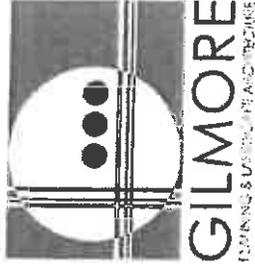
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# JACK GILMORE, RLA, ASLA, CLARB



**POSITION:** Principal - Gilmore Planning & Landscape Architecture, Inc.  
Principal - Gilmore Graves Golf, Inc.

**EDUCATION:** Bachelor of Landscape Architecture,  
Kansas State University, May 1977

**REGISTRATION:** Landscape Architect:  
Arizona #13614, Nevada, California, Wisconsin, Kansas  
National Certification: CLARB No.758

**AFFILIATIONS:** American Society of Landscape Architects  
Arizona Planning Association

## RELEVANT WORK HISTORY

1988 - Present: Principal of Gilmore Planning & Landscape Architecture; an Arizona corporation providing land planning and landscape architectural services.  
1990 - Present: Principal of Gilmore Graves Golf, Inc.; a Wisconsin corporation providing golf course design and construction management services.  
1987 to 1988: Cella Barr Associates - Phoenix, Arizona; Planning Director.  
1981 to 1987: DMJM/GSAS Architects & Planners - Phoenix, AZ.; Project Manager-Planning & Landscape Architecture 1/84 - 3/87; Planner/Landscape Architect 8/81 - 1/84.  
1979 to 1981: City of Glendale, Parks & Recreation Department, Glendale, Arizona; Landscape Architect/Park Planner  
1977 to 1979: Greater Southwest Regional Planning Commission, Garden City, Kansas; Landscape Architect

**EXPERIENCE:** The majority of Mr. Gilmore's professional experience has dealt with developer-oriented projects involving land use planning, site planning, landscape architectural design, and processing entitlements. Projects have ranged from large master planned communities to mixed use commercial, office parks, industrial parks, and golf course design. As a registered Landscape Architect he has participated on projects ranging from desert restoration to large campus landscapes and community parks. The following pages includes a sampling of Jack's project experience.

**Prologis - Tolleson** Location: NWC 99<sup>th</sup> Ave & W. Buckeye Road; Tolleson, AZ  
Client: Prologis Inc.

GPLA has prepared and processed both a Minor General Plan Amendment and Rezoning Application for a 25 acre site to be developed for a warehouse/distribution facility.



### Pinnacle Peak Industrial

**Location:** NWC 7<sup>th</sup> St & Pinnacle Pear Rd.; Phoenix, AZ  
**Client:** Luke Land Realty & Investments

GPLA was introduced by Luke Land to their clients the current property owners who represent the northern 40 acres of the industrial park between Central Ave and 7<sup>th</sup> St north of Pinnacle Peak. When this Industrial Park was initially developed, Pinnacle Peak Rd was realigned from the section line to its current position that bisects the 80 acres. The original section line ROW was added to the subdivision but not rezoned. GPLA is processing a rezoning application with two zoning requests; the first to rezone a 55' wide sliver between Central Avenue and 7<sup>th</sup> St from Suburban S-1 DVAO (Deer Valley Airport Overlay) to Light Industrial A-1 DVAO. The second request will remove a Special Permit (SP overlay) from Lot 8 that was zoned A-1 SP DVAO by a previous land owner.

### Marwest at 91<sup>st</sup> Ave & Buckeye Rd

**Location:** SWC 91<sup>st</sup> Ave & Buckeye Rd.; Phoenix, AZ  
**Client:** Marwest

GPLA prepared and processed a rezoning application for this 64 acre property that wraps around the SWC of 91<sup>st</sup> Ave and Buckeye Rd. The current zoning is S-1 Residential and Community Commercial C-3. The Phoenix General Plan calls for Commerce Park. MCDOT is also preparing plans to upgrade Buckeye Road to MC85, a road of regional significance. GPLA has been assisting Marwest with the negotiations to dedicate land for ROW in exchange for full offsite improvements as a project cost of MC85. GPLA Also processed a Technical Appeal to approve non-standard locations for water and sewer improvements.

### Viall Farms Commerce Park

**Location:** SWC US HWY 2 & 117<sup>th</sup> Avenue; Ray, ND  
**Client:** Ron Viall

GPLA has teamed with Ross Graves and Chris Blackwell of Global Grid Advisors to prepare a Master Development Plan for the land owner, Ron Viall. The project includes approximately 2,000 acres situated 25 miles northeast of Williston, ND at the intersection of US Highway 2 and 117<sup>th</sup> Avenue in Williams County. Along the Highway frontage is a Travel Center and light industrial park with an area buffered for employee housing. The balance of the property is intended for a rail served industrial park for heavy industrial users associated with the oil and gas industries. The BNSF Railroad has confirmed their interest and ability to service the Park. Other potential users include GTL refineries, topping plant, trans-loading facilities for granaries, pipe storage, and fracking sands. GPLA is assisting Global Grid Advisors with annexation, rezoning, and site planning for the Phase 1 development.

### Bowman Gateway Industrial Park

**Location:** State HWY 12 & US Highway 85; Bowman, ND  
**Client:** Bowman County Development Corporation

GPLA has been able to assist Ross Graves and Chris Blackwell with the preparation of a Master Plan and Development Program to convert the recently decommissioned County airport into a 210 acre industrial park. Bowman County and the City of Bowman are cooperatively working through their economic development corporation to bring this property to the market using State funds from Oil and Gas taxes. Our team considered surrounding land uses, extension of existing utilities, and wetland impacts to develop a series of potential development scenarios for rail and non-rail industrial projects.

### Florence Library & Aquatic Center

**Location:** NWC Main St. & W. 1<sup>st</sup> Street; Florence, AZ  
**Client:** Town of Florence

GPLA was selected by Low Mountain Construction to be a member of the Design-Build Team for a competitive RFQ & RFP. One of the submittal requirements was a concept master plan illustrating the placement of the new Library, Aquatic Center Complex, Soccer Fields and Tennis Courts. GPLA prepared the concept plan which was part of the justification for the Low Mountain Team being selected. The project was completed within budget and the Grand Opening occurred October 3, 2015.

### Elwood Logistics Center

**Location:** SEC Sarival Ave & Elwood St; Goodyear, AZ  
**Client:** Tratt Properties

GPLA prepared and processed the PAD Application for this 1.3MSF Cross-dock warehouse and distribution facility on 87 acres in Goodyear, AZ. The site is immediately east of the Goodyear Crossing Industrial Park. GPLA managed the design team of architects, engineers, and an acoustical engineer to address adjacent neighborhood concerns. The project is currently in the Site Plan Approval process.



**Luke Land Industrial Park**

**Location:** Litchfield Rd & Bethany Home Rd; Glendale, AZ  
**Client:** Luke Land Realty & Investments

This 170 acre industrial park is situated at the southeast side of Luke AFB. GPLA assisted with the annexation into the City of Glendale, and processed a rezoning application to Glendale's M-1 Light Industrial zoning district. Considerations for the proximity to Luke AFB and their noise contours were also factored into master plan.

**Dirt 101 Reclamation**

**Location:** NEC 115<sup>th</sup> Ave & Northern; Peoria, AZ  
**Client:** Luke Land Realty & Investments

GPLA assisted with the preparation of a Special Use Permit for this 32 acre Inert Landfill. This site is located east of the Agua Fria River and was originally mined for sand and gravels. The SUP permits a phased inert landfill program to reclaim the entire site for future industrial development. GPLA prepared portions the narrative, quality control plan, and supporting graphic plans.

**Goodyear Crossing Industrial Park**

**Location:** SEC Cotton Lane and Elwood St; Goodyear, AZ  
**Client:** Duke Realty Corp.

GPLA was selected to prepare a master plan for a 300 acre industrial park that extends from Cotton Lane to Sarival Avenue south of Elwood Street in Goodyear, AZ. Duke is developing the property primarily for Warehouse / Distribution users. GPLA assisted Duke and coordinated with Withey Morris PC, to prepare a PAD Overlay as well as prepare streetscape documents for the project.

**Northeast Nevada Railroad**

**Location:** SEC Interstate 80 & Idaho St.; Elko, Nevada  
**Client:** Elko County Nevada

GPLA was selected through a competitive RFP process to re-master plan the existing Railport Industrial Park. The site is situated 6 miles east of Elko, Nevada with approximately one mile on frontage along the south side of Interstate 80. This project was initiated by the County and the only improvements beyond parceling lots, was a drill line track off the Union Pacific's mainline. Users acquired parcels but did not take advantage of the rail service, preferring to develop sites with great interstate exposure. New users needing rail service have since been restricted. GPLA is expanding the Railport project and including new rail service. To facilitate lot sales, GPLA is negotiating with the existing owners to provide lot splits on surplus property and creating a Property Owners Association.

**Salt River Materials Group**

**Location:** Dobson Road & Salt River; Scottsdale, AZ  
**Client:** Salt River Materials Group (SRMG)

SRMG is a Tribal Enterprise of the Salt River Pima-Maricopa Indian Community (SRPMIC). GPLA was selected to prepare a master land use plan for 420 acres situated along the north side of the Salt River between 92<sup>nd</sup> Street and Alma School Road. SRMG would like to consider a future land use plan as part of their exit strategy as they phase out of their sand and gravel operations. The planning includes the MCDOT approved alignment for Dobson Road to cross the Salt River extending to McKellips Road.

**Lone Butte Industrial Park**

**Location:** NEC of I-10 and Maricopa Rd; Chandler, AZ  
**Client:** Lone Butte Dev. Corp. & Gila River Indian Community

GPLA's first engagement began in 1996 with the preparation of a master plan for an 80 acre expansion to the existing Industrial Park. GPLA continued to work with the Lone Butte Board to re-align the former Maricopa Road Overpass into its current standard diamond configuration as the I-10 Sundust/Wild Horse Pass interchange. GP has assisted the Board and Staff with numerous site planning projects for the existing tenants as well as potential users seeking a locations within the Park. GPLA has also been retained to prepare conceptual plans for a major expansion to the Industrial Park.

**Coldwater Industrial**

**Location:** NW of Van Buren St & Eliseo C. Felix Jr. Way; Avondale, AZ  
**Client:** Luke Land Realty & Investments

GPLA prepared a Minor General Plan Amendment and Rezoning Application for this 4 acre infill site located behind the Coldwater Plaza Shopping Center in Avondale. The property was originally zone commercial C-2 and these applications approved the rezoning to General industrial (A-1).

### Centerpoint of the Southwest

**Location:** Interstate 10 & Interstate 8; Casa Grande, Arizona  
**Client:** George Chasse

GPLA was retained to prepare a development master plan for this 1,300 acre mixed use project situated at the system interchange of Interstates 10 and 8 in Casa Grande, Arizona. The property is divided into two parcels north and south of I-8 and along the west side of I-10. The master plan calls for a new interchange at the Henness Road alignment with I-8. The northern parcel, 524 acres will be developed as the Regional Gateway Commerce Center, and will initially focus on attracting National Corporate Users who would seek this location because of its strategic position at the intersection of two interstates. The south parcel, 773 acres will be developed as a Casa Grande Mountain Ranch, a master planned residential community that promotes hillside development on the east slope of the Casa Grande Mountains. GPLA prepared and processed the Major GPA and PAD applications for these two projects.

### Palm Valley 303

**Location:** 303 Expressway, Thomas Road to Camelback Road; Goodyear, AZ  
**Client:** SunCor Development Company / Sunbelt Holdings

GPLA was selected by SunCor to prepare a master plan for an approximate 1,800 acre mixed use employment center that fronts both sides of the 303 Expressway between Thomas Road and Camelback Road in Goodyear, AZ. Sunbelt Holdings is now proposing to develop the property as a major employment core area for the west metro valley. In addition to the large distribution/warehouse users seeking freeway frontage, land areas have been planned for a commercial power center, mid-rise offices, flex-industrial, light industrial, and manufacturing. The project site is influenced by its proximity to Luke AFB relative to noise attenuation and overlays for their Accident Potential Zones I & II (APZ).

### 7 Districts Master Plan

**Location:** Gila River Indian Community; Maricopa & Pinal Counties, AZ  
**Client:** Partners for Strategic Action (PSA) / GRIC

GPLA was selected by PSA to be part of a team of consultants to prepare General Plans for each of the seven districts that comprise the 357,000 acres of the Gila River Indian Community. Jack Gilmore was the designated project manager for District 4 (96,000 acres) and directed the public outreach to obtain local input to the planning process. The preparation of these General Plans is intended to address the specific needs and interests for each District. The combination of these 7 General Plans will form the foundation for a master land use plan for the entire Community.

### Anthem of Arizona

**Location:** Interstate 17 & Anthem Way; Phoenix, AZ  
**Client:** Del Webb Corporation / Pulte Homes

Del Webb/Pulte is the developer of this 5,800 acre master planned community located along I-17 in north Phoenix. GPLA was retained to prepare a master plan for the non-residential land areas fronting onto both sides of Interstate 17, approximately 1,200 acres. GPLA worked with Pulte staff and the projects' real estate brokers to prepare a list of potential users for commercial and light industrial development. GPLA prepared a series of master plan options illustrating how these users could be placed along the interstate while also considering initial infrastructure improvements, buffers to the residential properties, and allowing flexibility for phasing. Anthem Commerce Center is now fully developed with a compatible mix of commercial and industrial users.

### Grand Canyon Escalade

**Location:** Bodaway Gap Chapter, Navajo Nation AZ  
**Client:** Lamar Whitmer – Confluence Partners, LLC

GPLA was selected to be a member of the design team providing land planning and concept site planning solutions. Located just north of the confluence with the Little Colorado River and the Colorado River, this 420 acre site has spectacular views of the Grand Canyon and the Colorado River Channel. One of the many unique features will be a gondola system that will carry visitors from the upper plateau to the Canyon floor adjacent to the Colorado River. Elevated interpretive walkways on piers will minimize the impact to the native environment along the Colorado River, yet share the history of the Navajo Nation and the geologic forces that created the Grand Canyon. An amphitheater and sculpture garden are being considered as features to enhance the visitor experience, with programs for storytellers. Native American dancers, and other cultural and interpretive presentations. On the upper plateau will be the hospitality amenities including the Tram Station for the gondola ride, several lodges for overnight guests, a 'Discovery Center' presenting the Navajo Nation, various restaurants and other commercial venues, a large interpretive plaza, and an area set aside for Native American artist studios with galleries. The emphasis throughout the planning effort has been to minimize the environmental impact. Solar energy, wind energy, and water reclamation and reuse are all part of the infrastructure being planned for the project.

## Overview

Nielsen's industry-leading consumer lifestyle segmentation yields the richest consumer behavioral information for shopping, financial and technology preferences, media habits (online and offline) and so much more. These powerful consumer segmentation insights enable marketers to:

- Gain detailed insights for better market planning, media strategy, customer acquisition, and cross-selling and retention programs
- Tailor messages and products that resonate with customers
- Group similar segments together to maximize marketing efficiency and reach
- Discover who your best customers are and where you can locate similar people

## Features & Benefits

You can capitalize on hidden patterns of customer behavior with an invaluable resource that connects market demand, consumer insight and analysis and behavioral measurement data in one easy-to-use system.

Nielsen's segmentation systems offer a flexible framework for decision-making that is consistent for all geographies.

You can use any of the segmentation systems to create a custom solution unique for your company and view segments grouped according to consumer usage of your products and services that help you answer vital business questions:

- What is the best location for my business?
- Where is my competition located?
- What are the important trends in my market?
- Who are my best prospects?

To identify the demographic trends, consumer spending patterns and lifestyle behaviors that are likely to drive your growth, we offer three distinct industry-specific household segmentation systems:

- PRIZM® - Uncover rich and comprehensive insights about consumer behaviors, shopping patterns and media preferences
- PRIZM Premier® - Reveal consumer insights and consumption behaviors with the latest evolution of PRIZM.
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- ConneXions® - Discover a household's likelihood to adopt new technology using their video, voice, and data purchasing preferences

To learn more about your customers, call us at 800.234.5973.



Scope of Services  
**Town of Eagar Economic Development Strategic Plan**

**Exhibit D**

**Fee Schedule**

**Planning Services: J2 Design + Gilmore Planning**

<b>Task:</b>	<b>Fee</b>
Task 1.0 Site Inventory/Analysis/Programming/Evaluation Study	\$ 2,000.00
Task 2.0 Develop Plan Concept	\$ 2,500.00
Task 3.0 Preliminary Master Plan	\$ 2,000.00
Task 4.0 Final Master Plan	\$ 2,500.00
<b>Sub Total Base Planning Services:</b>	<b>\$ 9,000.00</b>

**Sub-Consultants**

Gilmore Planning	\$ 8,500.00
<b>Sub Total Base Sub-Consultant Services:</b>	<b>\$ 8,500.00</b>

**Allowances**

Marketing Plan	\$ 5,000.00
Nielson Co. Market/Demographic Data and Commercial Gap Analysis	\$ 7,500.00
<b>Sub Total Base Allowances:</b>	<b>\$ 12,500.00</b>

<b>Total Services:</b>	<b>\$ 30,000.00</b>
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## MEMORANDUM

**To:** Honorable Mayor & Council  
**From:** Tami Ryall  
**Date:** 25 July 2016  
**Subject:** Proposal to capitalize cell tower leases for \$270,000 advance payment

The Town of Eagar currently leases property to two cellular companies, Cellular One and Verizon, for their communications towers. The following table summarizes the key lease details:

Company	Date Signed	Rent/Month	Annual Escalation	Term	Extensions
Cellular One	12/2/2003 original 2/28/2008 amended	\$861.51	2%	5 years	3
Verizon	2/28/2008	\$861.51	2%	5 years	4+ (optional 5 more)

The Town approached 4 tower management companies to explore the potential of converting these leases to easements. Unison Site Management submitted the best offer of \$265,000 for both leases. Unison also agreed to give the Town 60% of any new lease revenue from additional tenants they can secure for co-locating on the towers. Council approved selling these leases to Unison earlier in 2016.

Procedurally, the Verizon lease includes a right of first refusal clause applicable to any situation where the Town elects to sell or transfer the lease. Following this procedure, Verizon was notified of the pending sale to Unison and opted to exercise their right of first refusal and offered the Town \$270,000 for the leases, matching Unison's offer plus \$5,000. Rather than converting the leases to an easement, Verizon prefers the transfer instrument to be a pre-paid lease. Town staff and the Town Attorney have been negotiating with Verizon through their tower management company, American Tower, and the attached amended lease is included for Council review and approval.

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Andrew Verwholt, Esq.  
Assessor's Parcel No(s): \_\_\_\_\_

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF EAGAR, COUNTY OF APACHE, STATE OF ARIZONA, APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT WITH VERIZON WIRELESS LLC d/b/a VERIZON WIRELESS AND THE TOWN OF EAGAR.**

WHEREAS, the Town of Eagar is an Arizona incorporated municipality.

WHEREAS, the Town of Eagar has leased a portion of land to Verizon Wireless LLC d/b/a Verizon Wireless under a Land Lease Agreement originally dated February 28, 2003.

WHEREAS, the Town of Eagar and Verizon Wireless LLC d/b/a Verizon Wireless desire to enter into an amendment of the Lease to extend the term as set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.

WHEREAS, the Town of Eagar hereby acknowledges and agrees that Verizon Wireless LLC c/b/a Verizon Wireless, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and the contents hereof.

NOW THEREFORE, BE IT RESOLVED that the Town of Eagar enter into a First Amendment Lease Agreement with Verizon Wireless LLC d/b/a Verizon Wireless and authorize the Mayor to sign any related documents.

PASSED AND ADOPTED AND APPROVED by the Mayor and Town Council of the Town of Eagar, Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

APPROVED:

\_\_\_\_\_  
Eva M. Wilson, Town Clerk

\_\_\_\_\_  
Bryce Hamblin, Mayor

ATC Site No: 411386  
VZW Site No: 121186  
Site Name: Springerville AZ

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APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas E. Brown, Town Attorney

- 1.
- 2.
- 3.
- 4.
- 5.

*[SIGNATURE AND NOTARY PAGES TO FOLLOW]*

## THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Town of Eagar**, a municipal corporation ("**Landlord**") and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease Agreement dated February 28, 2003 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA recorded in the Apache County records as Document No. 2015-002138 on May 11, 2015; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Rental Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00) ("**Rent**"), payable within ninety (90) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, with such execution duly notarized, on or before August 15, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein including, without limitation, an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification), an address to which Rent is to be remitted and, if the payee is to be any party(ies) other than Landlord, written notice from Landlord authorizing Rent to be paid to such payee; (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, with such execution duly notarized, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord; and (e) if applicable, a closing statement executed by Landlord. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until such time as the Rent due hereunder has been paid (such date payment is made, the "**Closing**"). From and after the Closing, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly

provided for in the Lease which remain in effect) shall no longer be in effect and Tenant shall have no obligation to pay the same. Tenant shall have the right to deduct from the Rent, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Closing. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Town of Eagar AZ**. In the event the conditions precedent to Tenant's obligation to pay the Rent delineated hereunder are not satisfied, Tenant, may elect not to counter-execute this Amendment in which case the Lease shall remain in full force and effect without giving effect to any changes thereto under this Amendment. In the event Tenant elects to not counter-execute this Agreement, Tenant waives its right of first refusal under the terms of the Lease as to the proposed Terms of Agreement dated March 25, 2016 by and between Landlord and T14 Unison Site Management LLC and the Landlord may elect to consummate the contemplated transaction with T14 Unison Site Management LLC in accordance with that specific Offer (as defined below).

2. **Lease Term Extended.** In consideration for payment of the Rent, the current term of the Lease is hereby extended to that date which is **Forty-Nine (49) years** after the Effective Date (such extended term, the "**Term**"). Notwithstanding anything to the contrary contained in the Lease, Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure, not to exceed another sixty (60) days without further agreement of the Parties. Tenant may terminate the Lease at any time during the Term upon 30 days prior written notice. Landlord and Tenant hereby agree that in addition to any rights or remedies under the Lease, Tenant shall only be entitled to recoup the Rent, prorated evenly, attributable to the period of time remaining in the Term subsequent to a termination of the Lease by Tenant following (i) an uncured breach of the Lease by Landlord; or (ii) the discovery of a material misrepresentation by Landlord. Misrepresentation as used herein means an intentional false statement respecting a matter of fact, made by Landlord, which is material to this Amendment and influential in causing Tenant to agree to enter into this Amendment. If Tenant is entitled to recoup a portion of the Rent pursuant to the foregoing, then Landlord shall remit such portion to Tenant within 30 (thirty) days of Tenant's written demand therefor.

3. **Revenue Share.**

a. Landlord grants to Tenant an irrevocable option to expand the Leased Premises to include an additional two hundred (200) square feet contiguous to the Leased Premises, in a shape and location to be reasonably agreeable to the Parties (the "**Option Area**"), and Tenant shall elect to designate the Option Area by written notice to Landlord. The Option Area shall only be used by the Tenant for locating cabinets or other ground-based equipment and shall not be used to construct addition towers or antennas. Landlord hereby agrees to give Tenant no less than thirty (30) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. Tenant may have a survey prepared of the agreed upon Option Area. Landlord agrees that the approved legal description of the area as shown on the survey shall then become the legal description of the Option Area. Landlord hereby grants to Tenant, its agents, employees and independent contractors the right to enter upon the Option Area at any time after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies or to conduct surveys. Landlord will not unreasonably withhold permission to clear trees and other obstructions which may interfere with the use or evaluation of the Option Area. Upon request, not to be unreasonably withheld, Landlord shall provide Tenant with any necessary keys or access codes needed to access the Option Area. In the event the Leased Premises is expanded pursuant to this paragraph, Landlord and Tenant agree to execute a

modification of the Lease to reflect the addition of the Option Area in a form which is recordable in the county in which this Leased Premises is located.

- b. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord Sixty percent (60%) of any rents actually received by Tenant under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of the Option Area entered into by and between Tenant and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date (any such amounts, the "**Collocation Fee**"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to (i) reimburse Tenant for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "**Tower**"), which have been made by Tenant for the benefit of any licensee, sublessee, or other third party or (ii) reimburse Tenant, in whole or in part, for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent as delineated in the Lease. The use of the Option Area by the Tenant or any Additional Collocator shall not interfere with then existing Public Safety telecommunications equipment located on the remainder of the Parent Parcel.
  - c. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant, if such sublease or transfer does not result in additional equipment being located or installed on the Tower or Option Area.
  - d. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
  - e. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors- in-interest, as applicable, and any third parties, or such third parties' predecessors or successors- in-interest, as applicable, that do not pertain to the use of the Option Area (the "**Existing Agreements**"); or (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right

ATC Site No: 411386

VZW Site No: 121186

Site Name: Springerville AZ

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of way. Upon request by Tenant, Landlord hereby agrees to expedite review of building permit applications, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and subleases. Landlord further grants to Tenant a limited power of attorney for the sole purpose of executing any building permits, land use and zoning applications on behalf of Landlord that are required by the local jurisdiction for Tenant and Tenant's customers to operate and conduct telecommunications or wireless business at the Leased Premises. Tenant has the right to install a second, temporary cell-tower structure while Tenant is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located at the Leased Premises. The temporary structure will be promptly removed by Tenant upon the completion of such modification, maintenance, repair or replacement. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Assignment and Sublease.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted. Tenant may sublet or license any part of the Lease at any time, upon notice to, but without consent from, Landlord. Additional Collocators shall not need to enter into separate ground leases with Landlord for use of the Tower or Leased Premises. Tenant will have the right to assign, sell, or transfer its interest under the Lease without the approval or consent of Landlord, to the Tenant's parent, principal, affiliates, subsidiaries, subsidiaries of its parent, or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the assets are located by reason of a merger, acquisition, or other business reorganization. All other assignments by Tenant will require Landlord's consent, which shall not be unreasonably withheld, delayed, or conditioned upon additional consideration. Upon assignment, the assigning party will be released from any liability occurring after the date of such assignment, and the assignee will be responsible for all future obligations of such assignor under the Lease.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
7. **Landlord Statements; Title to Parent Parcel.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization,

order, or approval of, or filing or registration with, any additional governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment, including, without limitation, any mortgages or other security instrument(s). Landlord hereby represents and warrants that so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of a breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

If all or any portion of the Parent Parcel is encumbered by a mortgage or other security instrument, Landlord agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Tenant. If, despite Landlord's best efforts, Landlord is unable to obtain the NDA, Landlord may request a risk assessment to determine whether Tenant will counter-execute and move forward with this Amendment without an NDA, in which case Landlord shall provide Tenant with authorization to verify Landlord's credit worthiness and any additional documentation and/or information requested by Tenant in connection with such risk assessment.

8. **Confidentiality.** The Tenant acknowledges the Landlord is a governmental entity and is subject to the provisions of the Public Records Law in Arizona which requires the release of certain information if requested by the public. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential to the extent allowed by Arizona law. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: PO Box 1300, Eagar, AZ 85925; To Tenant at: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921, Attn. Network Real Estate; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the

same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Taxes.** The Landlord is an incorporated Town and real property owned by the Landlord is exempt from taxation pursuant to the Arizona Constitution and state law. It is the Tenant's responsibility to know and understand the tax system in Arizona as it applies to the Tenant's improvement on the Leased Premises. Tenant shall be responsible for making payment directly to the local taxing authority, to the extent such taxes are billed and sent directly by the taxing authority to Tenant, for any taxes, fees, and assessments directly attributable to Tenant's improvements on the Leased Premises. Tenant shall be responsible for reimbursing Landlord for any taxes, fees or assessments directly attributable to Tenant's improvements on the Leased Premises that are billed directly to the Landlord by the local taxing authority. Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such taxes, fees or assessments to Tenant along with proof of payment of same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within thirty (30) days of receipt of a written reimbursement request from Landlord.

If at any time during the term of the Lease, the real property is determined to be non-exempt from taxation, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATC Site No: 411386  
VZW Site No: 121186  
Site Name: Springerville AZ

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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Amendment as of the day first above written.

**LANDLORD**

**Town of Eagar**  
a municipal corporation

Approved

---

Bryce Hamblin, Mayor

Attest

---

Eva Wilson, Town Clerk  
Approved as to form

---

Douglas E. Brown, Town Attorney

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**TENANT**

**WITNESS**

**Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

**PARENT PARCEL**

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN APACHE COUNTY, ARIZONA AND IS DESCRIBED AS FOLLOWS:  
THAT PART OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 29 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE EAST 65 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN DOCUMENT NO. 2004-6018, RECORDS OF APACHE COUNTY, ARIZONA; THENCE NORTH ALONG THE EAST LINE OF LAST DESCRIBED PROPERTY, A DISTANCE OF 16 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH ALONG SAID EAST LINE, A DISTANCE OF 231 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY AND THE SOUTH LINE OF PROPERTY DESCRIBED IN DOCKET 270, PAGE 183; THENCE EAST, ALONG SAID SOUTH LINE OF DOCKET 270, PAGE 183, A DISTANCE OF 115 FEET TO THE SOUTHEAST CORNER OF SAID DOCKET 270, PAGE 183; THENCE NORTH, ALONG THE EAST LINE OF SAID DOCKET 270, PAGE 183 A DISTANCE OF 121 FEET TO THE NORTHEAST CORNER OF SAID DOCKET 270, PAGE 183; THENCE WEST ALONG THE NORTH LINE OF SAID DOCKET 270, PAGE 183, A DISTANCE OF 180 FEET TO THE NORTHWEST CORNER OF SAID DOCKET 270, PAGE 183 AND THE WEST LINE OF SAID SECTION 9; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 787.16 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DOCUMENT NO. 2001-3008; THENCE EAST, ALONG THE SOUTH LINE OF SAID DOCUMENT NO. 2001-3008 AND THE SOUTH LINE OF DOCUMENT NO. 2001-3009, A DISTANCE OF 321.96 FEET TO THE WEST LINE OF PROPERTY AS DESCRIBED IN DOCKET 158, PAGE 595; THENCE SOUTH, ALONG SAID WEST LINE OF DOCKET 158, PAGE 595, A DISTANCE OF 593.08 FEET TO THE SOUTHWEST CORNER OF SAID DOCKET 158, PAGE 595; THENCE EAST, ALONG THE SOUTH LINE OF SAID DOCKET 158, PAGE 595, A DISTANCE OF 378.94 FEET TO THE SOUTHEAST CORNER OF SAID DOCKET 158, PAGE 595 AND THE NORTHWEST CORNER OF DOCKET 163, PAGE 114; THENCE SOUTH ALONG THE WEST LINE OF SAID DOCKET 163, PAGE 114, A DISTANCE OF 235.11 FEET TO THE SOUTHWEST CORNER OF SAID DOCKET 163, PAGE 114; THENCE EAST, ALONG THE SOUTH LINE OF SAID DOCKET 163, PAGE 114, A DISTANCE OF 96.83 FEET TO THE NORTHWEST CORNER OF DOCKET 756, PAGE 536; THENCE SOUTH, ALONG THE WEST LINE OF SAID DOCKET 756, PAGE 536, A DISTANCE OF 262.63 FEET TO THE NORTHEASTERLY CORNER OF DOCUMENT NO. 2005-1667; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID DOCUMENT NO. 2005-1667 A DISTANCE OF 261.55 FEET TO THE SOUTHWEST CORNER OF SAID DOCUMENT NO. 2005-1667; THENCE WEST, A DISTANCE OF 534.63 FEET TO THE POINT OF BEGINNING.

## LEASED PREMISES

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PORTION OF THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN APACHE COUNTY, ARIZONA AND IS DESCRIBED AS FOLLOWS:  
THAT PART OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 29 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION, 524.79 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, DEPARTING THE WEST LINE OF SAID SECTION, 42.48 FEET TO THE POINT OF BEGINNING;

THENCE EAST, 25.00 FEET;  
THENCE SOUTH, 45.00 FEET;  
THENCE WEST, 25.00 FEET;  
THENCE NORTH, 45.00 FEET TO THE POINT OF BEGINNING.

## ACCESS AND UTILITIES

The access and utility easements include all easements of record, and the following:

A PORTION OF THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN APACHE COUNTY, ARIZONA AND IS DESCRIBED AS FOLLOWS: THAT PART OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 29 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, BEING A 12.00 FOOT WIDE ACCESS/UTILITY EASEMENT, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION, 524.79 FEET; THENCE NORTH 89 DEGREES 5 MINUTES 31 SECONDS EAST, DEPARTING THE WEST LINE OF SAID SECTION, 42.48 FEET; THENCE EAST, 31.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH, 156.81 FEET;  
THENCE SOUTH 02 DEGREES 05 MINUTES 23 SECONDS WEST, 67.40 FEET;  
THENCE SOUTH 17 DEGREES 44 MINUTES 38 SECONDS EAST, 47.49 FEET;  
THENCE SOUTH 40 DEGREES 24 MINUTES 38 SECONDS EAST, 44.94 FEET;  
THENCE SOUTH 73 DEGREES 32 MINUTES 40 SECONDS EAST, 34.08 FEET;  
THENCE NORTH 83 DEGREES 53 MINUTES 36 SECONDS EAST, 66.55 FEET;  
THENCE NORTH 64 DEGREES 28 MINUTES 18 SECONDS EAST, 60.54 FEET;  
THENCE NORTH 38 DEGREES 45 MINUTES 39 SECONDS EAST, 61.77 FEET;  
THENCE NORTH 25 DEGREES 16 MINUTES 33 SECONDS EAST, 79.98 FEET;  
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THENCE SOUTH 07 DEGREES 08 MINUTES 34 SECONDS EAST, 111.53 FEET;  
THENCE SOUTH 24 DEGREES 50 MINUTES 14 SECONDS EAST, 170.30 FEET;  
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THENCE NORTH 70 DEGREES 12 MINUTES 57 SECONDS EAST, 81.94 FEET;  
THENCE SOUTH 74 DEGREES 05 MINUTES 41 SECONDS EAST, 180.28 FEET;  
THENCE SOUTH 56 DEGREES 02 MINUTES 42 SECONDS EAST, 45.69 FEET;  
THENCE SOUTH 36 DEGREES 03 MINUTES 38 SECONDS EAST, 81.16 FEET;  
THENCE SOUTH 14 DEGREES 30 MINUTES 46 SECONDS EAST, 39.88 FEET  
MORE OR LESS TO THE RIGHT OF WAY W. 4TH STREET SAID POINT BEING THE POINT OF TERMINATION.

**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Andrew Verwoilt, Esq.

ATC Site No: 411386

ATC Site Name: Springerville AZ

Assessor's Parcel No(s): \_\_\_\_\_

State of Arizona

County of Apache

---

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between **Town of Eagar**, a municipal corporation ("**Landlord**") and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless** ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease Agreement, dated February 28, 2003 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA recorded in the Apache County records as Document No. 2015-002138 on May 11, 2015.
3. **Term.** Subject to the terms, provisions and conditions of the Lease, as amended, the term of the Lease is **Forty-Nine (49)** years from the Effective Date of the First Amendment to Lease Agreement as that term is defined therein.

ATC Site No: 411386  
VZW Site No: 121186  
Site Name: Springerville AZ

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4. **Option Area.** Landlord grants to Tenant an irrevocable option to expand the Leased Premises to include an additional two hundred (200) square feet contiguous to the Leased Premises, in a shape and location to be reasonably agreeable to the parties (the "**Option Area**").
5. **Leased Premises Description.** At any time during the original or renewal terms of the Lease, the Landlord and Tenant may cause an as-built survey of the Leased Premises to be prepared and, thereafter, if reasonably agreeable to the parties, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon reasonable acceptance of an updated legal description or descriptions, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
6. **Right of First Refusal.** There is a right of first refusal in the Lease.
7. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: PO Box 1300, Eagar, AZ 85925; To Tenant at: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921, Attn. Network Real Estate; **and also with copy to:** American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, **and also with copy to:** Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
10. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

**LANDLORD**

**Town of Eagar,**  
a municipal corporation

Approved

\_\_\_\_\_  
Bryce Hamblin, Mayor

Attest

\_\_\_\_\_  
Eva Wilson, Town Clerk

Approved as to form

\_\_\_\_\_  
Douglas E. Brown, Town Attorney

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**TENANT**

**WITNESS**

**Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXHIBIT A

PARENT PARCEL

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

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THENCE SOUTH, 45.00 FEET;  
THENCE WEST, 25.00 FEET;  
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MORE OR LESS TO THE RIGHT OF WAY W. 4TH STREET SAID POINT BEING THE POINT OF TERMINATION.



## MEMORANDUM

**To:** Honorable Mayor & Council  
**From:** Tami Ryall  
**Date:** 18 July 2016  
**Subject:** Intergovernmental Agreement renewal with the Arizona Department of Revenue related to Uniform Administration of the Town's Transaction Privilege Tax

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. §42-6001. This statute was modified in 2015 for tax simplification and now requires the Arizona Department of Revenue (DOR) to administer the transaction privilege and use taxes imposed by all cities and towns.

The intergovernmental agreement (IGA) covers all aspects of local tax administration, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process we will follow in the event of a disclosure. Attached is the new template developed to be used statewide and was negotiated with the Department of Revenue (DOR) by city / town representatives and the League of Arizona Cities and Towns to include changes/corrections in five areas to address issues encountered over the last year.

1. **Adjustment to Reported Taxes:** allows DOR to retain money incorrectly reported to the wrong city until a correction is made.
2. **Taxpayer Rulings and Uniformity:** provides for municipal input in the drafting of rulings and interpretations that impact the Model City Tax Code.
3. **Financing Collection of Taxes:** clarifies DOR must go through the state budget process and cannot simply offset departmental costs by retaining funds from the cities and towns.
4. **Automatic Annual Renewal of the Agreement:** eliminates the need to renew the agreement every year unless there are needed changes.
5. **Annual Review of the IGA:** changes the annual review period to coincide with the end of the legislative session.

Either party has the right to reopen and renegotiate the terms according to provisions within the agreement.

## **SUMMARY OF CHANGES TO THE IGA FOR TRANSACTION PRIVILEGE TAX COLLECTION BY THE ARIZONA DEPARTMENT OF REVENUE**

The attached “Modification to Intergovernmental Agreement Between the State of Arizona And City/Town” incorporates five agreed upon changes into the existing intergovernmental agreement between the city/town and the Department related to the collection of the city/town transaction privilege tax. Below is a summary of the intent and impact of each change by section.

### **1) 9.6 Adjustments to Reported Taxes**

The addition of this new section addresses an issue that came up during the past year. In some cases, the Department knew there was an error by the taxpayer in identifying which city or town was supposed to receive the tax, but there was no mechanism allowing them to hold the distribution while the error was being corrected. As a result there were instances when the DOR had to send funds to a city or town knowing it was incorrect, only to pull those funds back in a subsequent distribution after the error had been resolved. This change allows the Department to avoid these incorrect distributions and recoveries when they are aware of a problem from the outset.

### **2) 9.7 Taxpayer Rulings and Uniformity**

The addition of this new section provides for municipal input in the drafting of rulings and interpretations that impact the Model City Tax Code, including interpretations of State statute that flow through to the MCTC because the Model language matches the State language. Under current statute, the DOR is responsible for addressing all taxpayer written requests for rulings, even when the question is based on the Model City Tax Code. This section allows the cities to have some influence over issues raised by taxpayers that have a direct impact on local tax imposition and interpretation, without disrupting the normal course of business within the Department on routine matters.

### **3) 10. Financing Collection of Taxes**

This section is being amended by adding the second sentence. This addition recognizes that the cities and towns have agreed to a statutory financial obligation to contribute to the State for the operation of the DOR, and this obligation is not in conflict with the Department’s TPT collection and administration efforts being financed through the State general fund appropriation.

### **4) 28.1 (relating to automatic annual renewal of the agreement)**

This section has been changed to remove the specific years in the original document, so this section will not need to be changed annually. Also, this section added a provision stating any agreed upon changes that arise from the annual review in Section 28.5 are retroactive to July 1st of each year. The agreement automatically renews without any action unless there are modifications agreed upon in any given year, and if so, you only need to adopt the modifications.

### **5) 28.5 (relating to annual review of the IGA)**

This section has been changed to state the review period begins on June 1<sup>st</sup>, rather than requiring the review being completed by March 1<sup>st</sup>. The March 1<sup>st</sup> deadline was simply unrealistic given the legislative session responsibilities of many of the typical reviewers.

**MODIFICATION TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA AND CITY/TOWN**

WHEREAS, The Arizona Department of Revenue, hereinafter referred to as Department of Revenue and Town of Eagar, hereinafter referred to as Town, have entered into an Intergovernmental Agreement regarding the administration of taxes imposed by the State or Town dated August 2<sup>nd</sup>, 2016, hereinafter referred to as the IGA, and

WHEREAS, the Department of Revenue and the Town intend to continue with the IGA for an additional one year term in order to determine whether the general terms of the IGA meet the parties' needs, with the exception of the modifications set forth below.

The parties agree to modify the IGA as follows effective July 1, 2016:

1. Add the following new subsection to Section 9, Collection of Municipal Taxes:

**9.6 Adjustments to Reported Taxes:** If the Department of Revenue determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department of Revenue may temporarily hold the payment until the distribution of the payment is corrected so that the appropriate city or town receives the payment.

2. Add the following new subsection to Section 9, Collection of Municipal Taxes:

**9.7 Taxpayer Rulings and Uniformity:** Recognizing taxpayer written requests for interpretation of the statutes and/or the Model City Tax Code, as well as guidance regarding uniform application and interpretation of the statutes and the Model City Tax Code impact all taxing jurisdictions, and further recognizing responsibility for such rulings and interpretation of the Model City Tax Code had previously been the sole domain of the municipalities, the Department shall include at least two representatives of the municipalities as regular members of any group established to respond to such taxpayer ruling requests and to issue such uniform interpretations and guidance promulgated by the Department. Participation by the two representatives of the municipalities on any such group is limited to instances when there is an issue raised that solely involves the Model City Tax Code and/or presents an issue of first impression, including requests for private taxpayer rulings. The municipal representatives may also be consulted by the Department on information letters, or when issuing statements of general guidance. Written requests involving common questions or issues that have previously been addressed, whether unique to the Model City Tax Code or not, may be handled in the regular course of Department processes without consulting the representatives of the municipalities.

3. Amend Section 10, Financing Collection of Taxes as follows:

**10. Financing Collection of Taxes.**

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

4. Amend subsection 28.1 of Section 28, Duration, relating to automatic renewal of the agreement as follows:

**28.1** The term of this Agreement shall be from July 1 through June 30 of each year. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect. Any agreed upon modifications to the terms and conditions of this agreement shall be incorporated to be effective during the term identified by the review committee provided for in section 28.5.

5. Amend subsection 28.5 of Section 28, Duration, relating to annual review of the agreement as follows:

**28.5** During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1<sup>st</sup> of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

**Signature Authority.**

By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein. This modification may be executed in counterparts.

Signature	Date	Signature	Date
Typed Name and Title		Typed Name and Title	
Entity Name		Entity Name	

RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY/TOWN ATTORNEY:
<p>Attorney General no. _____, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;"><b>MARK BRNOVICH</b> The Attorney General</p> <hr/> <p style="text-align: center;">Signature Assistant Attorney General</p> <p>Date: _____</p>	<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ CITY/TOWN ATTORNEY</p> <p>Date: _____</p>



July 27, 2016

TO: Mayor and Council

FROM: Jeremiah D. Loyd, P.E., CFM  
Community Development Administrator

THROUGH: Tami Ryall

RE: Resolution to Accept \$70,000 from the Gila River Indian Community for the Purchase of Self Contained Breathing Apparatus

The Town submitted a grant application in February for the amount of \$178,717.09 to the Gila River Indian Tribe for Self Contained Breathing Apparatus for updating the Eagar Fire department's equipment to meet the National Institute for Occupational Safety and Health (NIOSH) standards. A total of 200 applicants submitted funding requests. The grant was recommended for a partial approval in the amount of \$70,000. The Gila River Indian Tribe is requesting a resolution from council accepting the terms and conditions of the award.

If you have any questions please call 928-333-4128 Ext. 228.

Respectfully,

Jeremiah D. Loyd, P.E., CFM

**RESOLUTION NO. 2016-11**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF EAGAR, COUNTY OF APACHE, STATE OF ARIZONA, PERTAINING TO THE SUBMISSION OF A PROPOSITION 202 GRANT REQUEST TO THE GILA RIVER INDIAN COMMUNITY:**

WHEREAS, the passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes; and

WHEREAS, an important provision of Proposition 202 was the sharing of gaming revenues with the State. A portion of the revenue to be shared can be retained by an Indian tribe and distributed itself; and

WHEREAS, The Gila River Indian Community has elected to exercise its option to retain and administer the 12 percent of State-shared revenue itself, and distribute to cities, towns, or counties for government services that benefit the general public, including public safety; and

WHEREAS, the Town of Eagar, Apache County through the Eagar Fire Department, submitted a proposal to be considered for funding in the form of a reimbursable grant from the Gila River Indian Community;

WHEREAS, the Town of Eagar wishes to express gratitude to the Gila River Indian Community Council for selecting our request to move forward into phase II of the grant cycle.

NOW THEREFORE, BE IT RESOLVED THAT the Mayor and Town Council of the Town of Eagar, Arizona as follows:

1. THAT the Eagar Town Council acknowledges their willingness to accept the generous grant from the Gila River Indian Community for the amount of \$70,000.
2. THAT grant funds acquired from the Gila River Indian Community will be utilized to upgrade SCBA's for the Eagar Fire Department.

Passed and adopted by the Mayor and Council of the Town of Eagar, Arizona, this 2<sup>nd</sup> day of August 2016.

APPROVED:

\_\_\_\_\_  
Bryce Hamblin, Mayor

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 2016-11 was duly passed and adopted by the Council of the Town of Eagar, Arizona, at a regular meeting held on the 2<sup>nd</sup> day of August 2016 and that a quorum was present thereat.

\_\_\_\_\_  
Eva M. Wilson, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas E. Brown, Town Attorney



July 21, 2016

TO: Mayor and Council

FROM: Jeremiah D. Loyd, P.E., CFM  
Community Development Administrator

THROUGH: Tami Ryall

RE: Water Infrastructure Finance Authority [WIFA] Grant & NCS Engineers Contract

The Town has three steel water tanks on 12<sup>th</sup> Street that are very old and in need of rehabilitation. A capital project is included in the 2017-2018 CIP to repair and resurface the tanks. We applied for and were selected to receive a grant from the Water Infrastructure Financing Authority (WIFA) last fall for a total of \$34,996 to assess the structural condition of the tanks and design the needed repairs. This amount includes a 60/40 match from WIFA and the Town. Over the past months, the Town has been working with NCS Engineers to further refine the design scope and develop the repair plan.

A contract with NCS has been developed to complete the design/assessment in the amount of \$34,996 before April 30<sup>th</sup> 2017. After the repairs are designed, we will apply for additional grant funding for the actual rehabilitation.

If you have any questions please call 928-333-4128 Ext. 228.

Respectfully,

Jeremiah D. Loyd, P.E., CFM

AGREEMENT FOR  
Architectural/Engineering Services  
**12<sup>th</sup> St Steel Water Tanks Assessment & Design**

THIS Agreement is entered into as of this 2nd day of August, 2016, by and between the Town of Eagar, Arizona, a municipal corporation, hereinafter referred to as the "Town" and NCS Engineers, hereinafter referred to as the "A/E."

FOR THE PURPOSE of providing professional architectural or engineering services for the Town of Eagar on the **12<sup>th</sup> St Steel Water Tanks Assessment & Design**, hereinafter referred to as the "Project," the Town and A/E do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the A/E. In consideration of the mutual promises contained in this Agreement, the Town engages the A/E to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement and the Technical Assistance Agreement as set forth in Exhibit 1.

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

1.3 Responsibility of the A/E.

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

1.3.2 A/E shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site. A/E shall maintain cost controls to deliver the Project within allocated budget.

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

1.3.4 A/E shall designate Dean Chambers as Project Manager and all communications shall be directed to him. Key A/E Personnel are set forth in Exhibit B. "Key Personnel" includes the A/E employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation A/E shall first obtain the approval of the Town.

1.3.5 A/E's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of the Town.

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

1.3.7 A/E shall provide required reports on the progress of the Services. A/E shall coordinate its activities with the Town's representative.

#### 1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the A/E by placing at his disposal all available information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals.

1.4.2 Town designates Jeremiah Loyd as its Project Representative. All communications to Town shall be through its Project Representative.

### 2. CONTRACT TIME AND CONTRACT SUM

2.1 Contract Time. The Contract Time and any applicable schedule of services are set forth in Exhibit C and the Technical Assistance Agreement Terms and Conditions §3.2.

2.2 Contract Sum. All compensation for complete and satisfactory completion of services rendered by A/E, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$34,996.00. This project shall be a lump sum contract and A/E agree to produce for the Town all items included in Exhibit A and as set forth in Exhibit 1 the Technical Assistance Agreement Terms and Conditions §4.0.

2.3 Method of Payment. A/E shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

### 3. CHANGES TO THE SCOPE OF SERVICES

The Town may, at any time, by written change order, make changes in the Scope of Work in conformance with the Technical Assistance Agreement Terms and Conditions §5.0. If A/E believes a change in the Scope of Work has been ordered, A/E shall submit a request for a change order in writing within ten (10) days from the date of receipt by A/E of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by A/E will be allowed by Town except as provided herein nor shall A/E provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

### 4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

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

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

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

4.5 Primary Insurance. A/E's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall providee protection of the Town as an Additional Insured.

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

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

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. A/E shall be solely responsible for any such deductible or self-insured retention amount. Town, at

its option, may require A/E to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, A/E shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and A/E. A/E shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements. The Subcontractor shall comply with the Terms and Conditions as outlined in the Technical Assistance Agreement.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, A/E shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by A/E's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be A/E's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

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

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

4.10.2 All policies, except Workers' Compensation and Professional Liability, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by A/E under this Agreement.

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

4.11 Required Coverage:

4.11.1 Commercial General Liability: A/E shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as

Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: A/E shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by A/E, or anyone employed by A/E, or anyone for whose acts, mistakes, errors and omissions A/E is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement. Professional Liability coverage shall be the greater of this section and of the Technical assistance Agreement Terms and Conditions §6.1.1.

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

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

## 5. INDEMNIFICATION

To the fullest extent permitted by law, the A/E, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the A/E, its agents, employees or any tier of A/E's subcontractors related to the Services in the performance of this Agreement. A/E's duty to defend, hold harmless and indemnify the town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in

whole or in part by A/E's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the A/E, any tier of A/E's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the A/E may be legally liable including the Town.

5.1 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, A/E, at its sole costs and expense, shall pay, resist or defend such claim or action on behalf of Town by attorney of A/E, or if covered by insurance, A/E's insurer, all of which must be approved by Town, which approval shall not be unreasonably withheld or delayed. Town shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the Town, which approval shall not be unreasonable withheld or delayed. If A/E neglects or refuses to defend Town as provided by this Agreement, any recovery or judgment against Town for a claim covered under this Agreement shall conclusively establish A/E's liability to Town in connection with such recovery or judgment, and if Town desires to settle such dispute, Town shall be entitled to settle such dispute in good faith and A/E shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

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

## 6. TERMINATION OF THIS AGREEMENT

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

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

## 7. ASSURANCES

7.1 Examination of Records. The A/E agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the A/E involving transactions related to this Agreement.

7.2 Ownership of Document and Other Data. Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the A/E; however, any reuse without written verification or adaptation by A/E for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated herein will entitle A/E to further compensation as agreed upon between the parties.

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

7.4 Independent Contractor. A/E shall be an independent contractor and not an agent of the Town and shall direct and supervise the services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the A/E.

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

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

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

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

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

TOWN:

Town Manager  
PO Box 1300  
Eagar, AZ 85925

A/E:

NCS Engineers  
201 E. Earl Drive, Suite 110  
Phoenix, AZ 85012

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

7. CONTROLLING LAW

This Agreement is governed by the laws of the State of Arizona.

8. INTERESTS AND BENEFITS

8.1 Conflict of Interest of A/E. The A/E covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The A/E further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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

9. ASSIGNABILITY

The A/E shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto.

IN WITNESS WHEREOF, the Town and the A/E have executed this Agreement as of the date first written.

TOWN OF EAGAR

By

\_\_\_\_\_  
Bryce Hamblin, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney  
By \_\_\_\_\_

ARCHITECT/ENGINEER

By *Ronald Stambler*  
Its *PRESIDENT*

**Exhibit 1**  
**Technical Assistance Agreement Terms and Conditions**

**WATER INFRASTRUCTURE FINANCE AUTHORITY**  
**PLANNING AND DESIGN TECHNICAL ASSISTANCE AGREEMENT**

**BETWEEN Town of Eagar**

**AND**

**The Water Infrastructure Finance  
Authority of Arizona (WIFA)**

**THIS AGREEMENT** is made and entered into on this 14<sup>th</sup> day of March, 2016, by and between the Town of Eagar herein after referred to as ("Applicant/Recipient"), and the Water Infrastructure Finance Authority of Arizona ("WIFA").

**0.0 Introduction**

- 0.1 WIFA is a body corporate and politic, created by A.R.S. § 49-1201 et seq. WIFA has the authority to provide funding to political subdivisions, any county of less than five hundred thousand persons, Indian tribes and community water systems in connection with the development or financing of waste water, drinking water, water reclamation or related water infrastructure per A.R.S. § 49-1203(B)(16).
- 0.2 The issuance of the technical assistance shall conform to the Arizona grant statutes A.R.S. § 41-2701 et seq.
- 0.3 This document, including agreement terms, Scope of Work (Exhibit A), Budget (Exhibit B), appendices, amendments, the request for technical assistance application ("RFA"), the application, the WIFA Technical Assistance Applicants' Guide, and any modifications approved in accordance herewith, shall constitute the entire contract between the parties and supersede all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this agreement.


Signature
Trish INCOGNATO
Printed Name
Chief Financial Officer, Water Infrastructure Finance Authority
Title
3-14-16
Date


Signature
TAMI RYAN
Printed Name
TOWN MANAGER
Title
3-10-16
Date

## Technical Assistance Agreement Terms and Conditions

### 1.0 **Definition of Terms**

- 1.1 "***Applicant***" means a person, firm, or other organization that submits or is considering submitting an application.
- 1.2 "***Application***" means a response submitted pursuant to a Request for Technical Assistance Applications (RFA).
- 1.3 "***Authority***" means the Water Infrastructure Finance Authority (WIFA).
- 1.4 "***Days***" means calendar days unless otherwise specified.
- 1.5 "***Director***" means the Executive Director of WIFA.
- 1.6 "***Gratuity***" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.7 "***Manual***" means the WIFA Technical Assistance Applicants' Guide.
- 1.8 "***Recipient***" means an applicant that is awarded a Technical Assistance Agreement.
- 1.9 "***Records***" means all books, accounts, reports, files and other records relating to this Technical Assistance Agreement.
- 1.10 "***Request for Technical Assistance Applications***" (RFA) means the document the Authority utilizes to request applications.
- 1.11 "***Subcontract***" means any contractual Technical Assistance Agreement, express or implied, between the Recipient and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Technical Assistance Agreement.
- 1.12 "***Technical Assistance Agreement***" means a written document, signed by an authorized representative of both parties, including the RFA (including the manual referenced in the RFA) and the application (including any revisions requested by the Authority) and any Technical Assistance Agreement Amendments.
- 1.13 "***Technical Assistance Agreement Amendment***" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Technical Assistance Agreement.

- 2.0 **Technical Assistance Agreement Interpretation**
- 2.1 ***Arizona Law.*** This Technical Assistance Agreement shall be interpreted under Arizona law and, if applicable, under federal law. The Authority is authorized to enter into Technical Assistance Agreements by Arizona Revised Statutes (A.R.S.) Title 49. The Authority is soliciting applications using the process given in A.R.S. Title 41, Chapter 24.
- 2.2 ***Implied Terms.*** Each provision of law and any terms required by law to be in this Technical Assistance Agreement are a part of this Technical Assistance Agreement as if fully stated in it.
- 2.3 ***Language and Marginal Headings.*** Language as used in this Technical Assistance Agreement shall include the plural as well as the singular and the masculine, feminine and neuter genders. Marginal headings are included for ease of reading only and shall have no effect on the construction or interpretation of this Technical Assistance Agreement.
- 2.4 ***Relationship of Parties.*** Neither party to this Technical Assistance Agreement shall be deemed to be the employee or agent of the other party.
- 2.5 ***Lobbying.*** Recipient shall comply with federal lobbying requirements pursuant to 40 CRF 34.100 and Office of Management and Budget (OMB) Circulars A-87 and A-122. Federal grant funds may not be used to influence (or attempt to influence) a federal employee. If non-federal funds have been used to influence (or attempt to influence) a federal employee, the Recipient must submit Standard Form LLL (“Disclosure of Lobbying Activities”).
- 2.6 ***Severability.*** The provisions of this Technical Assistance Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Technical Assistance Agreement.
- 2.7 ***No Parol Evidence.*** This Technical Assistance Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 2.8 ***No Waiver.*** Either party’s failure to insist on strict performance of any term or condition of the Technical Assistance Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.0 **Technical Assistance Agreement Administration and Operation**
- 3.1 ***Drug-free Workplace.*** Recipients are required to certify that they maintain a drug-free workplace. By signing the Technical Assistance Agreement, the Recipient certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any technical assistance -related activity.
- 3.2 ***Project Period.*** The Authority agrees to reimburse Recipients for work activities performed during the project period ending April 30, 2017. The Authority is not required to reimburse Recipient for any work activities initiated prior to execution of this Technical Assistance Agreement or after the project period has elapsed. The Recipient understands that the Authority may terminate this Technical Assistance Agreement (see paragraph 8.5 of this Technical Assistance Agreement), if the project is not initiated within 3 months after entering into this Technical Assistance Agreement. The Authority may extend the project period, if requested by the Recipient by executing a Technical Assistance Agreement Amendment (see 5.1, Technical Assistance Agreement Amendments).

- 3.3 **Points of Contact.** WIFA designates the individual listed below as the Project Manager for budgeting, deliverable, and scheduling issues. Technical correspondence, invoices and reports from the Recipient shall be sent to the person below or a replacement identified by WIFA.

**WIFA Project Manager**  
Sara Konrad  
Water Infrastructure Finance Authority  
1110 W. Washington St., Suite 290  
Phoenix, AZ 85007  
Phone: 602-364-1319

**Recipient Project Manager**  
Jeremiah Loyd, P.E., CFM  
Town of Eagar  
PO BOX 1300  
Eagar, AZ 85925  
Phone: (928) 333-4128 Ext 228

- 3.4 **Recipient's Representatives.** The Recipient shall designate a "Project Manager" as its Representative. Any proposed changes that are requested for either project contacts or project team members for the awarded technical assistance shall be requested in writing to WIFA. Changes shall not be made without WIFA approval.
- 3.5 **Reports.** No later than 30 calendar days after the completion of the project, the final deliverable identified in the Scope of Work (Exhibit A) must be submitted to the Authority for approval. The Authority will not disburse final payment until the final report and all requirements of the Technical Assistance Agreement have been fulfilled. All remaining technical assistance funds or outstanding technical assistance funds must be reconciled.
- 3.6 **Records and Audit.** Under A.R.S. § 35-214 and § 35-215, the Recipient shall retain and shall contractually require each subcontractor to retain all Records for a period of five years after the completion of the Technical Assistance Agreement. Upon request, the Recipient shall produce a legible copy of any or all such Records. All Records shall be subject to inspection and audit by the Authority, and where applicable the Federal Government, at reasonable times.
- 3.7 **Printing Credit.** Items such as brochures, advertisements, videos, maps, and technical reports developed for the project must be approved by the WIFA Project Manager prior to printing or displaying information.
- 3.8 **Recycled Materials.** To the extent possible, printed materials shall be on recycled paper with the statement, "Printed on Recycled Paper," printed on the cover sheet.
- 3.9 **Nondiscrimination.** Recipient and all subcontractors shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act, Code 40 of Federal Regulations (CFR) 7.30, and State Executive Order No. 99-4. Recipient and all subcontractors shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 3.10 **Inspection.** The Recipient agrees to permit access to its facilities and subcontractor facilities at reasonable times for inspection of the materials covered under this Technical Assistance Agreement.

- 3.11 ***Advertising and Promotion of Technical Assistance Agreement.*** The Recipient shall not advertise or publish information for commercial benefit concerning this Technical Assistance Agreement without the prior written approval of the Authority.
- 3.12 ***Ownership of Information.*** Title to all documents, reports and other materials prepared by the Recipient in performance of this Technical Assistance Agreement shall rest in the Authority, except for copyrighted material prepared in advance of this Technical Assistance Agreement by the Recipient at the expense of the Recipient. WIFA and the U.S. Environmental Protection Agency shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Technical Assistance Agreement, except for copyrighted material as provided in 6.1.3 of this Technical Assistance Agreement. The Recipient shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Technical Assistance Agreement.
- 3.13 ***Small, Women/Minority Owned Business Utilization.*** Recipients are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of deliverables made under this and subsequent agreements. Recipients who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority owned business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of agreement utilization and how this effort will be administered and managed, including reporting requirements.
- 3.14 ***Offshore Performance of Work Prohibited.*** Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- 3.15 ***Immigration Laws and E-Verify Requirement.*** Compliance requirements for A.R.S. § 41-4401
- a. The Recipient and any subcontractor warrants compliance with the Federal Immigration and Nationality Act and all other Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."). The Recipient and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U. S. Authority of Labor's immigration and Control Act, for all employees performing work under the agreement
  - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.
  - c. The Authority retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or subcontractor is complying with the warranty under paragraph 8(a).
- 4.0 **Technical Assistance Funding**
- 4.1 ***Use of Technical Assistance Funds.*** Awarded technical assistance funds shall be used solely for eligible purposes as approved by the Authority. Line item funding is considered estimates of costs, however, the total project cost is considered exact and shall not be exceeded by the Recipient unless otherwise amended.

**4.2 *Funding Disbursement.***

4.2.1 Transferred technical assistance funds shall be deposited by the Recipient in a separate project account carrying the name and number of the project and the funds shall be expended from the account only as authorized under the terms of this Technical Assistance Agreement.

4.2.2 All requests for reimbursement shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Authority has the right to disallow contributions determined inappropriate or unreasonable.

4.2.3 Payments will be made upon approval by the Authority.

**4.3 *Applicable Taxes.***

4.3.1 Recipient and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Recipient. The Recipient shall require all subcontractors to hold the Authority harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.2 In order to receive payment under any resulting Technical Assistance Agreement, the Recipient shall have a current IRS-W9 Form on file with the Authority.

4.4 ***Non-Availability of Funds.*** Every payment obligation of the Authority under this Technical Assistance Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated, allocated, or available for the continuance of this Technical Assistance Agreement, this Technical Assistance Agreement may be terminated by the Authority at the end of the period for which funds are available. No liability shall accrue to the Authority in the event this provision is exercised, and the Authority shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**5.0 Technical Assistance Agreement Changes**

5.1 ***Technical Assistance Agreement Amendments.*** The Technical Assistance Agreement shall be modified only through a Technical Assistance Agreement Amendment. Unauthorized changes to this Technical Assistance Agreement shall be void and without effect, and the Recipient shall not be entitled to any claim under this Technical Assistance Agreement based on those changes.

5.2 ***Subcontracts.*** The Recipient shall not enter into any Subcontract under this Technical Assistance Agreement without consideration for impact on the project. Recipient shall report any Subcontract awards or changes as part of that calendar quarter's narrative report (see 3.5, Reports). The Subcontract shall incorporate by reference the terms and conditions of this Technical Assistance Agreement. The Authority maintains the ability to deny any subcontract such that it does not conform to any term of this agreement.

5.3 ***Assignment and Delegation.*** The Recipient shall not assign any right nor delegate any duty under this Technical Assistance Agreement without the prior written consent of the Authority. The State shall not unreasonably withhold consent. Both parties agree that it is reasonable to withhold consent where the Authority determines that an assignment or delegation would not be advantageous to the State of Arizona or would be contrary to the purposes of the Authority.

6.0 **Indemnification**

6.1 ***Indemnification:***

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6.1.1 ***Professional Liability (Errors and Omissions Liability)***

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

- a. When using a contractor for professional services, the contractor shall provide professional liability insurance. In the event that the professional liability insurance is written on a claims-made basis, the contractor shall warrant that any retroactive date under the policy shall precede the effective date of the contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of the contract.

6.1.2 ***No Obligation in Excess of Appropriations.*** Nothing in this Technical Assistance Agreement shall be construed as obligating the Authority in the expenditure of funds or as involving the Authority in any contract or other obligation of the future payment of money in excess of appropriations authorized by law and budgeted and approved by the Authority.

6.1.3 ***Patent and Copyright.*** The Recipient shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Technical Assistance Agreement performance or use by the State of materials furnished or work performed under this Technical Assistance Agreement. The State shall reasonably notify the Recipient of any claim for which it may be liable under this paragraph. The United States Federal Government does not have the authority to indemnify and hold harmless the State of Arizona.

6.1.4 ***Third Party Antitrust Violations.*** The Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Recipient, toward fulfillment of this Technical Assistance Agreement.

6.2 ***Indemnification of Contractors.*** Notwithstanding any provision of the Agreement to the contrary, the Authority is not authorized to indemnify a Contractor.

7.0 **Authority's Contractual Remedies**

7.1 ***Right to Assurance.*** If the Authority in good faith has reason to believe that the Recipient does not intend to, or is unable to perform or continue performing under this Technical Assistance Agreement, the Authority may demand in writing that the Recipient give a written assurance of intent to perform. Failure by the Recipient to provide written assurance within the number of days specified in the demand may, at the Authority's option, be the basis for terminating the Technical Assistance Agreement.

- 7.2 ***Suspension or Termination.*** The Director may suspend or terminate this Agreement for failure by Recipient or its agents, including its engineering firm(s), contractor(s) or subcontractor(s) to perform. The Agreement may be suspended or terminated for good cause including but not limited to the terms specified in Paragraphs 8.1 to 8.6 herein.
- 7.3 ***Continuation of Work Activities after Termination.*** Termination of this Technical Assistance Agreement does not prohibit the Recipient from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Recipient.
- 7.4 ***Review.*** The Recipient shall be entitled to appeal any suspension or termination to the Director within 15 days after notice of the suspension or termination is received. The Director shall make a determination within 30 days after Recipient's appeal date. Should the Director uphold the suspension or termination, the Recipient shall be entitled to appeal to the Board of WIFA within 15 days after the Directors determination. The Board's determination shall be a final administrative decision that is subject to judicial review.
- 8.0 **Technical Assistance Agreement Termination**
- 8.1 ***Conflict of Interest.*** The Recipient shall comply with standards of conduct pursuant to 40 CFR 31.36 to avoid conflict of interest. Recipients of federal funds may not participate in the selection, award, or administration of a contract if real or apparent conflict of interest would result.
- 8.2 ***Cancellation for Conflict of Interest.*** Pursuant to A.R.S. § 38-511, the State may cancel this Technical Assistance Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Technical Assistance Agreement on behalf of the State is or becomes at any time while the Technical Assistance Agreement or an extension of the Technical Assistance Agreement is in effect an employee of or a consultant to any other party to this Technical Assistance Agreement with respect to the subject matter of the Technical Assistance Agreement. The cancellation shall be effective when the Recipient receives written notice of the cancellation unless the notice specifies a later time. If the Recipient is a political subdivision of the State of Arizona, it may also cancel this Technical Assistance Agreement as provided in A.R.S. § 38-511.
- 8.3 ***Gratuities.*** The Authority may, by written notice, terminate this Technical Assistance Agreement, in whole or in part, if the Authority determines the Recipient or a representative of the Recipient offered employment or a Gratuity to any officer or employee of the State of Arizona for the purpose of receiving favorable treatment, including the making of any determination or decision, concerning this Technical Assistance Agreement. The Authority, 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 the Recipient.
- 8.4 ***Suspension or Debarment.*** The State may, by written notice to the Recipient, immediately terminate this Technical Assistance Agreement if the State determines that the Recipient has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of a Technical Assistance Agreement shall attest that the Recipient is not currently suspended or debarred. If the Recipient becomes suspended or debarred, the Recipient shall immediately notify the Authority.
- 8.5 ***Termination for Convenience.*** The Authority reserves the right to terminate the Technical Assistance Agreement in whole or in part at any time, when in the best interests of the State of Arizona without penalty or recourse. In the event of termination under this paragraph, all documents, data and reports

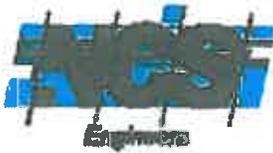
prepared by the Recipient under the Technical Assistance Agreement shall become the property of and be delivered to the Authority. The Recipient shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Authority is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

8.6 ***Termination for Default.*** The Authority reserves the right to terminate the Technical Assistance Agreement in whole or in part due to the failure of the Recipient to comply with any term or condition of the Technical Assistance Agreement or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Authority shall provide written notice of the termination and the reasons for it to the Recipient.

9.0 **Disputes**

9.1 ***Disputes.*** The parties to this Technical Assistance Agreement agree to resolve all disputes arising out of or relating to this Technical Assistance Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable state or federal statutes and laws. As appropriate, Arbiters of disputes involving an Indian Nation must have jurisdiction in the State of Arizona and on Indian lands.

**Exhibit A**  
**Scope of Work**



March 2, 2016

## **SCOPE OF WORK TOWN OF EAGAR**

### **Steel Water Tank Assessments and Design**

NCS Engineers (NCS) has developed the following Scope of Work (SOW) to assess one-1.5 Million Gallon (MG) and two-165,000 gallon potable water storage tanks for Town of Eagar. NCS (herein referred to as the "ENGINEER") presents the following list of specific tasks that comprise the SOW.

#### **Task 1 - Tank Inspections**

The ENGINEER will perform inspections of the three existing welded steel water storage tanks to determine their condition and serviceability. A dive inspection will be performed for each of the two 165,000 gallon tanks. For the dive inspection, the respective tanks will be kept offline as they don't need to be drained. A dry inspection will be performed for the 1.5 MG tank. For the dry inspection, the 1.5 MG tank will be taken offline and drained completely. It is assumed that the Town would take the tanks offline, one at a time, and drain and clean the 1.5 MG tank. It was also assumed that, during the tank(s) offline period, the Town would be able to provide service to the customers as required from service and seasonal usage demands.

#### **Subtask 1.1 - Data Review & Field Verification**

The ENGINEER will review the existing data and records for the water system and the Town's steel water storage tanks. This review will include as-built construction records for the facilities, any previous tank inspection reports, records of any rehabilitation work performed, and general tank cleaning and maintenance schedule. Data review will be followed by a field verification visit to the site. Field verification activities will verify as-built drawing information, including tank dimensions, overflow elevations, piping elevations, control settings, and any other missing data with respect to the final design records for the facility. Other items regarding the overall facility and site will also be reviewed such as site security, site drainage, cathodic protection system (if installed), and compliance with current OSHA regulations. Paint chip samples will be collected for Toxicity Characteristic Leaching Procedure (TCLP) testing and analyzed for hazardous substances. This will confirm the need for special disposal practices that may be needed during construction.

Field verification activities will be performed by two persons from the ENGINEER's staff. Results of this subtask will be documented in the Technical Memorandum prepared under Subtask 1.4.

#### **Subtask 1.2 - Tank Interior Inspections**

For the two 165,000 gallon tanks, the ENGINEER will perform dive inspections to assess the tank interiors. These tanks will be filled, as much as possible, to their High Water Level (HWL) and taken out of service. Once the tank is kept out of service, the ENGINEER's dive crew, consisting of one dive supervisor, one diver and one attendant, will inspect the tank interiors. The higher the water level inside the tank, the better the diver can inspect the tank roof.

For the 1.5 MG tank, the ENGINEER will perform a Float Down inspection and a dry inspection to assess the tank interiors. Prior to the float down inspection, the tank will be filled, as much as possible, to its high water level and will be kept out of service. After taking the tank out of service, the ENGINEER will access the tank interior using a disinfected rubber raft or similar device. During the float down inspection, the ENGINEER will assess the condition of the tank roof plates, roof rafters, beams, columns and all structural connections. Upon completion of the float down inspection, the tank will be drained and cleaned. Once the tank is drained and cleaned, the ENGINEER will inspect the tank interiors. If needed, a Notice of Intent will be filed with ADEQ for tank draining activities using the General DeMinimus Permit for potable water discharges.

As a part of the tank interior inspection, the ENGINEER will inspect the coatings and structural elements of the tank. One person from the tank coating subconsultant will perform these inspections along with one person from the ENGINEER's staff. Surface integrity and thickness testing will be performed on the interior coating surfaces and structural members. Improvements for coating systems, corrosion mitigation, surface preparation and structural repair/replacements will be identified for the tank interior as well as appurtenances.

#### **Subtask 1.3 - Tank Exterior Inspections**

The ENGINEER will inspect the coatings and structural elements of the tank exteriors. Surface integrity and thickness testing will be performed on the exterior coating surfaces and structural members. Improvements for coating systems, corrosion mitigation, surface preparation and structural repair/replacements will be identified for the tank exterior as well as appurtenances.

#### **Subtask 1.4 - Tank Inspection Report**

The ENGINEER will prepare a Tank Inspection Report, one per each tank, that summarizes the findings of all Task 1 activities.

### **Task 2 - Structural Repair/Replacement Plan**

The ENGINEER will prepare recommendations, opinion of costs, maintenance schedule and expected service life on structural repair and/or structural changes including replacement of appurtenances, such as ladders, vents, and overflows in accordance with the standard of the industry and satisfying all applicable regulatory requirements.

The structures will be evaluated based on the original "as-built" design criteria, the AWWA —M42 manual and the AWWA D100-11 standard, including an evaluation of replacement versus rehabilitation. Material specifications will also be provided. In addition to meeting structural criteria, recommended structural improvements will also consider the methods necessary to achieve a good profile for coating systems.

In addition, upgrades to the tanks to conform with current construction codes and OSHA regulations will be summarized and included in the repair/replacement plan. New access hatches with safety ladders and cages as well as larger hatches will be identified if necessary, along with handrails (with kick plates and self closing gates) at ladder platforms.

### **Task 3 - Interior Coating Repair/Replacement Plan**

The ENGINEER will prepare two alternatives and do nothing consequence, opinion of costs, maintenance schedule and expected service life, and recommendation for rehabilitation of the interior coatings of the storage tanks in accordance with the standards of the industry and satisfying all applicable regulatory requirements.

The interior coatings will be evaluated based on the original "as-built" design criteria, the AWWA D102 standard and applicable sections of AWWA-M42 manual.

### **Task 4 - Exterior Coating Repair/Replacement Plan**

The ENGINEER will prepare two alternatives and do nothing consequence, opinion of costs, maintenance schedule and expected service life, and recommendation for rehabilitation of the exterior coatings of the storage tanks in accordance with the standards of the industry and satisfying all applicable regulatory requirements.

The exterior coatings will be evaluated based on the original "as-built" design criteria, the AWWA D102 standard and applicable sections of AWWA-M42 manual.

### **Task 5 - Basis of Design Report**

The ENGINEER will prepare a Basis of Design Report (BODR) that summarizes the findings of Tasks 2 through Task 4. This BODR will present findings and recommendations, opinion of costs, maintenance schedule and expected service life, and recommendations for all three storage tanks rehabilitation in accordance with the baseline conditions validated in the inspection report.

This BODR will be reviewed with the Town in one (1) meeting to establish the course for preparing the rehabilitation design, plans and detail drawings, and technical specifications for the preferred storage tank rehabilitation alternative.

## **DESIGN PHASE**

Following the assessment phase, the ENGINEER will provide the following design phase services for the tank rehabilitation project (for the selected tank).

### **Task 6 - Preparation of Drawings and Specifications**

The ENGINEER will prepare a design, opinion of cost, construction drawings, and technical specifications for the recoating and miscellaneous improvements for one tank, as described in the BODR.

The ENGINEER will prepare four construction drawings as follows:

- Site plan (1 sheet)
- Details and notes sheet (1 sheet)
- Tank elevation and roof plan showing new work and details (2 sheets)
- Well site solar panel installation (1 sheet)

The ENGINEER will prepare a price sheet and the technical specifications. The technical specifications will include general requirements, miscellaneous structural improvements and surface preparation and coating requirements. The technical specifications will also include the design parameters and specifications for solar panels at the Town's Kennedy well site. Federal procurement criteria will be included in the specifications. EJCDC front end bid documents will be utilized in the procurement.

The ENGINEER will work with the Town to develop unit cost bid items for repairs inside the tank to include in the bid form.

Five (5) copies of the 90% and final design level set of bid documents and specifications will be provided to the Town for review and comment. One electronic (pdfs on CD) version of the final set of construction drawings and specifications sealed by a professional engineer registered in Arizona will be provided for bidding purposes. The construction drawings will be prepared in Autocad format. The ENGINEER will prepare written responses to any comments that are not incorporated in the final set of construction drawings and specifications.

### **Task 7 - Project Meetings**

The ENGINEER anticipates two (2) meetings with the Town throughout the bidding and document preparation phase of the project. The ENGINEER will prepare meeting minutes to distribute to attendees.

**FEES AND STANDARD CONDITIONS**

The total fees billable to the Town shall be \$35,000 (Lump Sum, see attached cost summary). The Standard Conditions from our Master Services Agreement shall apply to this Scope of Work. This scope does not include any construction phase services.

We look forward to working with you on this and your other challenging and important projects.

Sincerely,



Ram Narasimhan, P.E.  
President

encls: Cost Summary

**THE ABOVE DESCRIBED TERMS AND CONDITIONS ARE HEREBY AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

By: \_\_\_\_\_ **Signature**

\_\_\_\_\_ **Print Name**

**Exhibit D**  
**Budget & Contract Sum**

**Table 1 - Town of Eager Water Tank Assessments and Design Cost Summary**

Task No.	Description	LABOR HOURS BY PERSONNEL CLASSIFICATION (HRS)							Sub Total
		Project Engineer	Project Manager	Project Engineer	Certified Inspector	CAD Technician	Field Processing	Total Task Labor	
1	Tank Inspections Subtask 1.1 - Data Review and Field Verification Subtask 1.2 - Tank Interior Inspections Subtask 1.3 - Tank Exterior Inspections Subtask 1.4 - Tank Inspection Report	0	1	2	0	0	0	0	\$350
2	Structural Repair/Replacement Plan	0	1	12	8	0	0	0	\$1,986
3	Interior Coating Repair/Replacement Plan	0	1	8	8	0	0	0	\$1,584
4	Exterior Coating Repair/Replacement Plan	2	2	20	8	0	8	8	\$3,712
5	Basis of Design Report	1	2	6	0	0	0	0	\$1,056
6	Preparation of Drawings and Specifications	1	2	24	0	0	0	0	\$2,910
7	Project Meetings	4	8	60	0	60	0	0	\$12,552
		2	4	16	0	0	0	0	\$2,524
									<b>SUB TOTAL \$28,800</b>
	<b>TOTAL HOURS PER PERSONNEL CLASSIFICATION</b>	12	25	160	24	60	8		
	Average Billing Rate (\$/hr including overhead and profit)	150	144	103	77	77	56		
	Direct Labor Cost Sub Totals	\$1,808	\$3,600	\$16,480	\$1,848	\$4,620	\$448		
	<b>LABOR TOTALS</b>								<b>\$28,800</b>
	<b>DIRECT EXPENSES</b>								
	Applied Diving Services (ADSD) dive inspection and cleaning of two 185,000 gallon tanks								\$5,950
	Printing and delivery								\$250
	<b>PROJECT FEES</b>								\$36,000 (Direct labor + direct expenses allowances)
	<b>TOTAL PROJECT FEES</b>								<b>\$36,000</b>

**WIFA and Recipient Project Budget and Deliverables**

**Project Name:** 12th St Water Tank Rehabilitation

**Recipient:** Town of Eagar

**Tasks to be funded by WIFA**

Task	Description of Task	Budget
1	Tank Inspections	\$5,535.60
5	Basis of Design Report	\$2,910.00
6	Preparation of Drawings and Specifications	\$12,552.00
	<b>Total</b>	<b>\$20,997.60</b>

**Tasks to be funded by Recipient**

Task	Description of Task	Budget
1	Tank Inspections and Applied Diving Services	\$8,056.40
2	Structural Repair/Replacement Plan	\$1,056.00
3	Interior Coating Repair/Replacement Plan	\$1,056.00
4	Exterior Coating Repair/Replacement Plan	\$1,056.00
7	Project Meetings and Printing and Delivery	\$2,774.00
	<b>Total</b>	<b>\$13,998.40</b>

**Total Budget:** \$34,996.00

**WIFA Portion:** \$20,997.60

**Recipient Match:** \$13,998.40

**List of Project Deliverables:**

1. Design Drawings & Specifications
2. Basis of Design Report
3. Tank Inspection Report



## **EXHIBIT B KEY PERSONNEL**

### **Ram Narasimhan, P.E. - Principal Engineer and Project Manager**

- ◆ Mr. Narasimhan has managed over 50 storage tank assessment inspection, rehabilitation and construction projects.
- ◆ He served as principal for I-40 Storage Tank Rehabilitation for Mohave County.
- ◆ He serves as principal for on call tank inspections for Los Angeles Department of Water and Power.
- ◆ He served as principal for the City of Santa Fe 4 MG Hospital Tank Rehabilitation and Design.
- ◆ Mr. Narasimhan was project principal since 2002 for assessment, design and Construction Management (CM) for 38 City of Phoenix potable water steel tanks program (design of eight new steel tanks from 0.001 to 2 MG).
- ◆ He also served as principal for the City of Rio Rancho and Libert Water Services for 12 steel backwash tanks (0.1 MG to 1 MG).

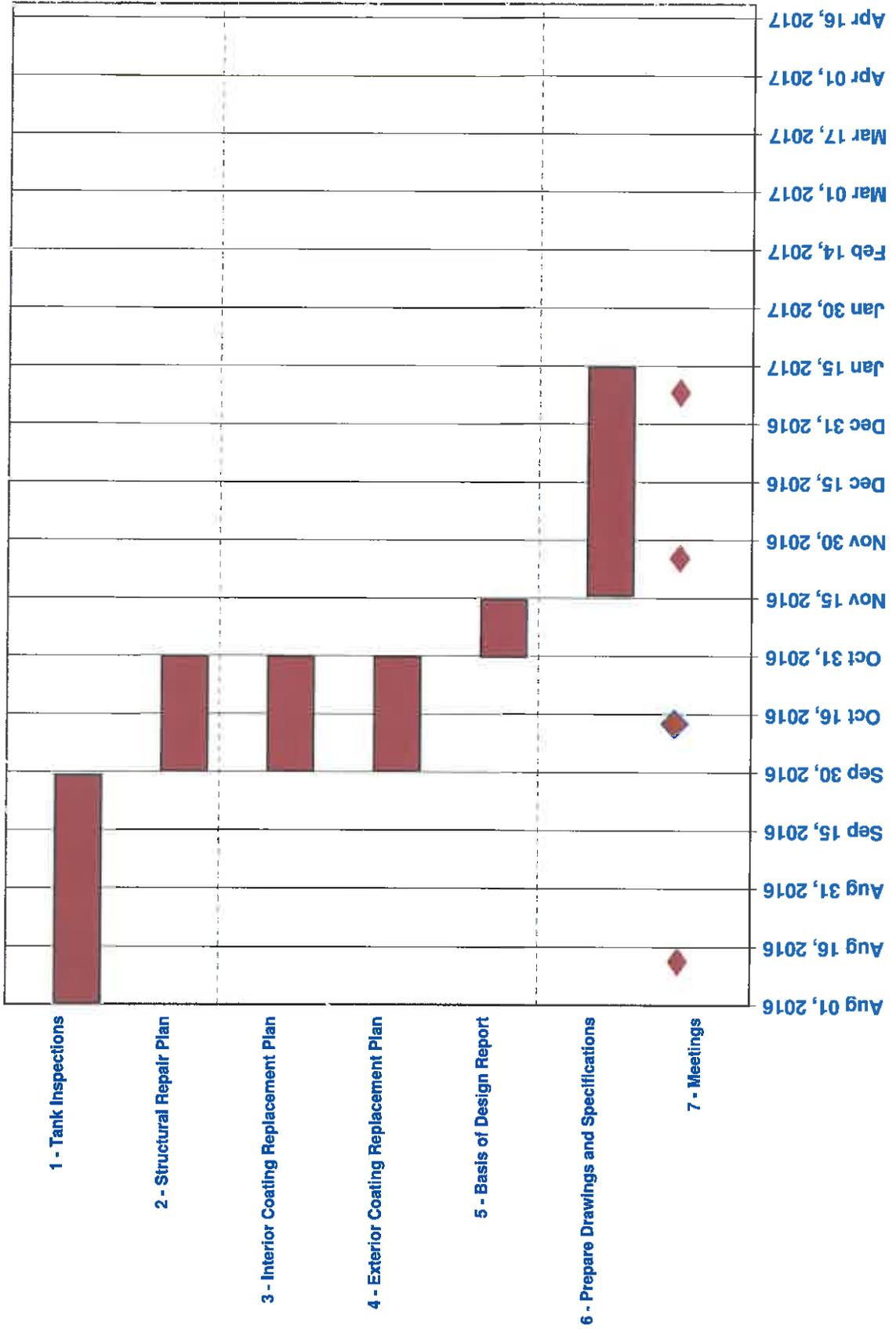
### **Larry Hanson, P.E. - Design Team Leader**

- ◆ Mr. Hanson has more than 36 years of engineering design, project management, permitting, and construction administration experience on a wide range of water and wastewater projects.
- ◆ He is an expert in design management, code review and coordination between disciplines.
- ◆ His projects include water treatment plants (WTPs), pipelines, and several steel tanks throughout Arizona.
- ◆ Mr. Hanson has extensive storage tank rehabilitation experience, having managed 10 such projects.
- ◆ He takes the time to ensure that the client is informed and their input is implemented into the project.
- ◆ He oversaw the design where potable water tank modifications and improvements were made at 38 steel tanks in several phases for the City of Phoenix.
- ◆ He also served as project manager for the City of Santa Fe Hospital Tank Rehabilitation and Design.

### **Sriram Barigeda, P.E. - Project Engineer**

- ◆ Mr. Barigeda has several years of storage tank related experience, including CM services.
- ◆ He served as project engineer for the City of Phoenix Group C Steel Tank Improvements and Group D tank assessments, design and CM (eight steel tanks).
- ◆ He served as project engineer for the tank rehabilitation project for the City of Phoenix Aviation Department near Luke AFB.
- ◆ He also served as project engineer for modeling, assessment and rehabilitation, design and CM for a 1.5 MG tank for the I-40 system, Mohave County.
- ◆ Performed tank inspections and assessments and overseen diving inspections for City of Tempe (four tanks ranging from 0.5 to 2 MG), Town of Mammoth (two 250,000 tanks) and Town of Kearny (two 750,000 gallon tanks)
- ◆ He has prepared 10 steel tank assessment reports for tanks ranging in size from 250,000 --- to 1.5 MG.
- ◆ He understands structural, mechanical, safety, and --- systems associated with steel tanks.

# EXHIBIT C - Town of Eager Steel Tanks Project Schedule



## Town of Eager Steel Tanks - Project Schedule

Task	Start Date	Duration	End Date
1 - Tank Inspections	8/1/16	60	9/30/2016
2 - Structural Repair Plan	10/1/16	30	10/31/2016
3 - Interior Coating Replacement Plan	10/1/16	30	10/31/2016
4 - Exterior Coating Replacement Plan	10/1/2016	30	10/31/2016
5 - Basis of Design Report	10/31/2016	15	11/15/2016
6 - Prepare Drawings and Specifications	11/16/2016	60	1/15/2017
7 - Meetings			