

AGENDA
EAGAR TOWN COUNCIL
REGULAR MEETING & PUBLIC HEARING
March 15, 2022



**NOTICE OF A REGULAR MEETING & PUBLIC HEARING OF THE
TOWN OF EAGAR
MARCH 15, 2022
6:00 P.M.
COUNCIL CHAMBER, 22 WEST 2ND 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 & PUBLIC HEARING OPEN TO THE PUBLIC ON TUESDAY, MARCH 15, 2022, BEGINNING AT 6:00 P.M., IN THE COUNCIL CHAMBERS LOCATED AT 22 W. 2ND 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. PUBLIC HEARING

- A. SECOND PUBLIC HEARING ON THE PROPOSED ALTERNATIVE EXPENDITURE LIMITATION – HOME RULE OPTION (KATIE BRADY)

DUE TO LACK OF PLANNING AND ZONING COMMISSION THE COUNCIL IS ASSUMING THE RESPONSIBILITIES OF THIS COMMISSION UNTIL FILLED

- B. DISCUSSION AND CONSIDERATION FOR ZONING AMENDMENT FOR PERMIT RZ2022-01 TO CHANGE FROM AG TO R1-10 ZONING (BRITNEY REYNOLDS)
- C. DISCUSSION AND CONSIDERATION FOR ZONING AMENDMENT FOR PERMIT RZ2021-02 TO CHANGE FROM R2-7 AND R1-10 TO R1-10 ZONING (BRITNEY REYNOLDS)

AJOURN PUBLIC HEARING

CONVENE INTO REGULAR SESSION

- A. DISCUSSION OR POSSIBLE ACTION OF ANY ACTION DEEMED NECESSARY FROM THE PUBLIC HEARING- ITEM B
- B. DISCUSSION OR POSSIBLE ACTION OF ANY ACTION DEEMED NECESSARY FROM THE PUBLIC HEARING- ITEM C

8. NEW BUSINESS

- A. DISCUSSION AND CONSIDERATION TO APPROVE RESOLUTION 2022-03 PROPOSING AN EXTENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION (JESSICA VAUGHAN)
- B. APPROVAL OF RESOLUTION 2022-06 APPOINTING MATTHEW MEARS, TOWN MANAGER AS THE TOWN OF EAGAR'S DESIGNATED APPLICANT'S AGENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS (BRITNEY REYNOLDS)
- C. DISCUSSION AND POSSIBLE ACTION TO APPROVE ENGINEERING PROPOSAL FOR BUTLER STREET (BRITNEY REYNOLDS)
- D. DISCUSSION AND POSSIBLE ACTION TO APPROVE ENGINEERING PROPOSAL FOR SOUTH MAIN STREET MILL AND OVERLAY (BRITNEY REYNOLDS)

9. SIGNING OF DOCUMENTS

10. 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 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 1ST TUESDAY, AND 3RD 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: JESSICA VAUGHAN

Date: March 10, 2022

Time: 4:00 P.M.

2023-2024 EXPENDITURE LIMITATION CALCULATION

One of the most important steps in determining whether you will need to seek an alternative to the state-imposed limitation is the calculation of your 2023-2024 expenditure limitation. This calculation will be accomplished for you by the Economic Estimates Commission (EEC). The EEC must provide you with a preliminary limit by February 1 and a final figure by April 1.

Because these dates may not be in time for you to determine whether you must seek an alternative to the state-imposed limitation, we have provided the formula for estimation of your state-imposed limitation for 2023-2024.

Before you proceed to the actual calculation, let us caution you on a couple of points. Population figures used in your calculations must be from the Department of Administration. We do not have current published projections. To obtain the projections needed, contact Jim Chang, Department of Administration (see address and phone number on page 20). The population figures provided will include estimates and projections. In projecting your expenditure limitation for fiscal year 2023-2024, you will start with the latest population estimate available from the Department of Administration.

We have provided a listing of DES 1978 populations as well as the Economic Estimates Commission (EEC) 1979-80 Base Limitations necessary for the calculation of your expenditure limitation on the following page.

In addition, the percent change in the GDP implicit price deflator provided in the calculation format below may change between when this Guide is prepared and the time you are actually doing the calculations for your submission to the Auditor General's Office. The changes are usually provided to cities and towns in March and September from the Arizona Department of Revenue. Accordingly, the deflator figure noted below should only be used for this calculation. We now suggest that you proceed with the calculation to estimate your 2023-2024 expenditure limitation by inserting the appropriate information and multiplying or dividing as directed:

2023-2024 EXPENDITURE LIMITATION

$$\begin{array}{rclcl} \frac{4,540}{\text{Population}} & \div & \frac{2,450}{\text{Population}} & = & \frac{1.8531}{\text{Population}} \times \frac{627,266}{\text{Base Limitation}} \\ \text{(latest estimate)} & & \text{(1978)} & & \text{Factor} & & \text{(1979-80)} \\ \\ = \frac{1,162,390}{\text{Population}} & \times & \frac{3.3951}{\% \text{ Change in GDP}} & = & \frac{3,946,431}{\text{2023-2024 Expenditure}} \\ & & \text{Price Deflator} & & \text{Limitation} \end{array}$$

This 2023-2024 expenditure limitation figure is only an estimate due to the possible adjustments in your population figures and the percent of change in the GDP deflators. It should, however, assist you in determining whether your community wants or needs to seek an alternative to the state-imposed limit.

**ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)
DETAILED ANALYSIS**

Pursuant to the Arizona State Constitution, the Town of Eagar as authorized by Resolution # 2022-03 passed on March 17, 2022, will seek voter approval to adopt an alternative expenditure limitation (Home Rule Option) to apply to the Town of Eagar for the next four years beginning in 2023-2024

Under a Home Rule Option if approved by the voters, the town estimates it will be allowed to expend approximately \$7,309,554 in 2023-2024, \$6,748,238 in 2024-2025, \$6,713,464 in 2025-2026 and \$6,780,599 in 2026-2027.

With approval of the Home Rule Option, the town will utilize the expenditure authority for all local budgetary purposes including general government, police, fire, parks, facilities, fleet, street construction, street maintenance, water, sewer and grant matching. We estimate that the expenditures for the next four years under the Home Rule Option will be as follows:

ESTIMATED AMOUNTS TO BE EXPENDED IN SPECIFIC AREAS

Purpose	2023-2024	2024-2025	2025-2026	2026-2027
General Government	4,326,738	4,270,753	4,240,817	4,283,225
Streets & Roads	1,740,732	1,281,035	1,258,696	1,271,283
Water & Sewer	1,242,084	1,196,450	1,213,951	1,226,091
Total Expenditures	7,309,554	6,748,238	6,713,464	6,780,599

If approved, the expenditures authorized will be funded from revenues obtained from federal, state and local sources. It is estimated that the amount of revenue from each source for the next four years will be as follows:

ESTIMATED AMOUNTS OF REVENUE FROM EACH AND ANY SOURCE

Source	2023-2024	2024-2025	2025-2026	2026-2027
Federal	2,123,550	1,500,000	1,500,000	1,500,000
State	3,702,216	3,653,440	3,689,974	3,726,874
Local	1,617,356	1,627,673	1,638,146	1,654,528
Total Revenues	7,443,122	6,781,113	6,828,120	6,881,402

In determining the revenue sources to fund the authorized additional expenditures under the alternative expenditure limitation, it is assumed that the federal, state and local revenues received by the city/town will continue to be available in 2023-2024 as they have for the past 69 years. Their continued availability is also assumed for the next three consecutive years following 2023-2024.

Any and all dollar figures shown in this analysis are estimated figures only and are based upon information available at the time of preparation of this report. The budgets and actual expenditures in any given year may be more or less than the figures noted above depending on available revenues. The actual expenditure limitation for each fiscal year shall be adopted as an integral part of the budget for that fiscal year.

ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)
SUMMARY ANALYSIS

(The voters of the Town of Eagar in 2018 adopted an alternative expenditure limitation (Home Rule Option). The purpose of this election is for the continued use of the Home Rule Option.)

Pursuant to the Arizona State Constitution, the Town of Eagar seeks voter approval to adopt a Home Rule Option to apply to the town for the next four years beginning in 2023-2024. Under a Home Rule Option if approved by the voters, the town estimates it will be allowed to expend approximately \$7,309,554 in 2023-2024, \$6,748,238 in 2024-2025, \$6,713,464 in 2025-2026 and \$6,780,599 in 2026-2027.

With approval of the Home Rule Option, the town will utilize the expenditure authority for all local budgetary purposes including general government, police, fire, parks, facilities, fleet, street construction, street maintenance, water, sewer and grant matching.

Under the state-imposed limitation the town estimates it will be allowed to expend approximately \$4,196,431 in 2023-2024, \$4,343,640 in 2024-2025, \$4,492,972 in 2025-2026 and \$4,647,953 in 2026-2027 for the operation of your local government. These expenditure estimates include expenditures of constitutionally excludable revenues.

The amount of revenue estimated to be available to fund the operation of your city/town government is \$7,443,122 in 2023-2024, \$6,781,113 in 2024-2025, \$6,828,120 in 2025-2026 and \$6,881,402 in 2026-2027. These revenue estimates are the same under the Home Rule Option or the state-imposed expenditure limitation.

Any and all dollar figures presented in this summary are estimates only and are based upon information available at the time of preparation of this analysis. The budget and actual expenditures in any of the four years may be more or less than the expenditures noted above depending on available revenue.

If no alternative expenditure limitation is approved, the state-imposed expenditure limitation will apply to the town.

2023-2024 EXPENDITURE LIMITATION (see page 8)

$$\frac{4,540}{\text{Population (latest estimate)}} \div \frac{2,450}{\text{Population (1978)}} = \frac{1.8531}{\text{Population Factor}} \times \frac{627,268}{\text{Base Limitation (1979-80)}} =$$

$$1,162,390 \times \frac{3.3951}{\% \text{ Change in GDP Price Deflator}^*} = \frac{3,946,431}{2018-2019 \text{ Expenditure Limitation}}$$

POPULATION FACTOR COMPUTATION (see page 21)

Fiscal Year	Prior Fiscal Year Population	+	1978 Population	=	Population Factor
2023-2024	4,540	+	2,450	=	1.8531
2024-2025	4,610	+	2,450	=	1.8816
2025-2026	4,680	+	2,450	=	1.9102
2026-2027	4,750	+	2,450	=	1.9388

STATE-IMPOSED EXPENDITURE LIMITATION (See Page 21)

Fiscal Year	1979-80 Base Limit		Population Factor		Inflation Factor*		Projected State-Imposed Expenditure Limitation		Estimated Exclusions		Total Expenditures Under State-Imposed Limit
2023-2024	627,268	x	1.8531	x	3.3951	=	3,946,431	+	250,000	=	4,196,431
2024-2025	627,268	x	1.8816	x	3.4684	=	4,093,640	+	250,000	=	4,343,640
2025-2026	627,268	x	1.9102	x	3.5411	=	4,242,972	+	250,000	=	4,492,972
2026-2027	627,268	x	1.9388	x	3.6163	=	4,397,953	+	250,000	=	4,647,953

* The percent change in the GDP implicit price deflator provided in the calculation format below may change between when this Guide is prepared and the time you are actually doing the calculations for your submission to the Auditor General's Office. The changes are usually provided to cities and towns in March and September from the Arizona Department of Revenue.

DOUGLAS A. DUCEY
Governor



SANDRA WATSON
Director

OFFICE OF ECONOMIC OPPORTUNITY

100 NORTH SEVENTH AVENUE • SUITE 400
PHOENIX, ARIZONA 85007
(602) 771-2222

January 10, 2022

Kate Brady, Finance Director
Town of Eagar
PO Box 1300
Eagar, AZ 85925

Dear Ms. Brady:

Please find in the table below population estimates for 2021 and population projections for 2022 – 2027 for the Town of Eagar. Population numbers refer to July 1 resident population. Projections are rounded to the nearest ten. The latest published population projections were released in September 2019. Please be advised that the 2022 – 2027 population projections have been revised so that they are consistent with the July 1, 2021 population estimate. These population numbers may be used for future expenditure limitation calculations (Home Rule). Please choose the appropriate years based on the timing of your election and the legal counsel you receive.

Town of Eagar – July 1 Population

Year	Population
2021	4,474
2022	4,540
2023	4,610
2024	4,680
2025	4,750
2026	4,820
2027	4,900

Please feel free to contact me at (602) 771-1236 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Qigui Chang".

Jim Qigui Chang, Ph.D.
State Demographer

cc: Arizona Auditor General's Office
Chris Fetzer, Northern Arizona Council of Governments

STATE OF ARIZONA

Department of Revenue
Support Division



Memorandum

DATE: October 4, 2021

TO: Tom Belshe, League of Arizona Cities and Towns
Megan Smith, Auditor General's Office
Megan Kintner, Arizona Association of Counties

FROM: Elizabeth St.Clair, Office of Economic Research & Analysis

SUBJECT: Expenditure Limit Inflation Factors

Listed below are the estimated inflation factors, as of October 2021, to be used in calculating future expenditure limitations. This memo revises the numbers sent in March 2021. Both the GDP implicit price deflator and the corresponding expenditure limit inflation factor are included for reference.

	GDP Implicit Price Deflator	Inflation Factor for Expenditure Limitation 1
CY 2020	112.279	3.1365
CY 2021 (est.)	117.934	3.2944
CY 2022 (est.)	121.537	3.3951
CY 2023 (est.)	124.161	3.4684
CY 2024 (est.)	126.764	3.5411
CY 2025 (est.)	129.458	3.6163
CY 2026 (est.)	132.026	3.6881
CY 2027 (est.)	134.541	3.7583

*Need updated
sheet.
out 4/1/22*

Source: Bureau of Economic Analysis, September 2021 (actuals)
Moody's Analytics: September 2021 (estimates)

If you have any questions or need additional information, please contact me at est.clair@azdor.gov.

¹ Base year 1978

RESOLUTION NO. 2022-03

**A RESOLUTION OF THE TOWN OF EAGAR, ARIZONA PROPOSING AN
EXTENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION.**

WHEREAS, the Arizona State Constitution permits the submission to the voters of a city or town of an alternative expenditure limitation; and

WHEREAS, the voters of the Town of Eagar, Arizona in 2018 adopted an alternative expenditure limitation; and

WHEREAS, the Town Council of Eagar, Arizona after two public hearings, has determined that an extension of the alternative expenditure limitation is necessary for the Town of Eagar, Arizona.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Eagar, Arizona that the following alternative expenditure limitation be submitted to the voters of the Town of Eagar, Arizona.

Shall the following be adopted by the Town of Eagar, Arizona as an alternative expenditure limitation:

"The Mayor and Common Council of the Town of Eagar, Arizona shall annually, as part of the annual budget adoption process, adopt an alternative expenditure limitation equal to the total amount of budgeted expenditures/expenses as it appears on the annual budget as adopted by the Council to apply to the Town of Eagar, Arizona for each of the four fiscal years immediately following adoption of the alternative expenditure limitation. The alternative expenditure limitation shall be adopted each year after a public hearing at which the citizens of the Town of Eagar, Arizona may comment on the proposed alternative expenditure limitation. No expenditures may be made in violation of such alternative expenditure limitation, nor may any proposed expenditures be in excess of estimated available revenues, except that the Mayor and the Common Council may, by three-fourths vote, declare an emergency and suspend the alternative expenditure limitation. The suspension of the alternative expenditure limitation shall be in effect for only one fiscal year at a time."

PASSED AND ADOPTED by the Town Council of Eagar, Arizona, this 15th day of March 2022.

Bryce Hamblin, Mayor

ATTEST:

Jessica Vaughan, Town Clerk

APPROVED AS TO FORM:

Brett Rigg, Town Attorney

RESOLUCION 2022-03

UNA RESOLUCION DE EL PUEBLO DE EAGAR PROPONIENDO UNA
EXTENCION SOBRE LA ALTERNATIVA DEL LIMITE DEL GASTO.

CONSIDERANDO QUE, la Constitución Estatal de Arizona permite la sumisión a los votantes de una ciudad o pueblo una alternativa sobre una limitación de gasto; y

CONSIDERANDO QUE, los votantes de el Pueblo de Eagar, Arizona en 2018 adoptaron una alternativa sobre el limite de gasto – una opcion de auto reglamento; y

CONSIDERANDO QUE, el consejo de el Pueblo de Eagar, Arizona después de dos audiencias publicas ha determinado que una extensión sobre la alternativa del limite de gasto es necesaria par el Pueblo de Eagar, Arizona.

AHORA, POR LO TANTO, SEA RESUELTO por el consejo de el Pueblo de Eagar, Arizona que la siguiente alternativa sobre el limite del gasto sea sometida a los votantes de el Pueblo de Eagar, Arizona.

Debera ser adoptado lo siguiente por el consejo de el Pueblo de Eagar, Arizona como una alternativa del limite de gasto:

"El alcalde y el consejo comun de el Pueblo de Eagar, Arizona deberan anualmente, como parte del proceso de la adopción del presupuesto anual, adoptar una limitación alternativa de gasto igual a la cantidad total prepuesta de gastos como aparece en el presupuesto anual como adaptado por el cousejo para aplicar al presupuesto de el Pueblo de Eagar, Arizona para cada de los cuatros anos fiscales inmediatamente después de tal adopción. La alternativa sobre la limitación de gasto debera ser adoptaca cada ano después de una audiencia publica en la cual los ciudadanos de el Pueblloe de Eagar Arizona puedan comentar sobre la propuesta alternativa sobre una limitación de gasto. Ningun gasto podra ser echo en violación de la alternativa sobre una limitación de gasto, ni podra ningun gasto propuesto ser en exceso de entradas estimadas disponibles, excepto las que el alcalde y el consejo comun puedan, por voto de tres-cuartos, declarar como una emergencia y suspendan la alternativa sobre la limitación de gastos. La suspensión de la alternativa sobre la limitación de gasto debera estar solamente en efecto por un ano fiscal a la vez."

PASADO Y ADOPTADO por el consejo de el Pueblo de Eagar, Arizona, este 15th dia de marzo, 2022.

Bryce Hamblin, Alcalde

ATESTIGUA:

Jessica Vaughan, Secretary de el Pueblo

APROBADO EN FORMA:

Brett Rigg, Procurador de el Pueblo



3/9/2022

TO: Mayor and Council

FROM: Britney Reynolds
Community Development Coordinator

RE: Harris property known as parcel 104-68-273 in River Run area along Old Gristmill Rd.

BACKGROUND:

Jenny Harris and her family have purchased parcel 104-68-273 in the River Run area. This tract of land is not a part of the River Run development area. This parcel is composed of Agricultural zoning and Commercial zoning. The entire parcel is roughly just over four acres. According to town code, agriculture zoning requires five acres to build a residence. The Harris' are asking to change the agricultural zoned section to R1-10. Staff would recommend the rezoning of the Harris' property to allow them to build a residence. The R1-10 zoning also aligns with the current zoning in the area.

Respectfully,

Britney Reynolds
Community Development Director

**TOWN OF EAGAR
REZONING APPLICATION**
(REFER TO CHAPTER 18.80 OF THE ZONING ORDINANCE)

Permit No. RZ2022-1
Name of Applicant: Jenny Harris
Address: PO Box 1253 Eagar, AZ 85925
Telephone: (602) 228 7077 Date: 1-11-22
Parcel Number(s): 10468273

1. Legal description of property and current and proposed zone which request to rezone is being made:

Current Zone: AG Proposed Zone: R1-10 Adjacent Zoning (all sides) _____

Current Use: _____ Proposed Use: _____ Adjacent Use (all sides) _____

2. Reason for request of zoning change: Building a home on R Ag / R1-10
Possible business on Commercially zoned
portion of property

3. Attachments (for rezoning of specific area):

- a. Plot plan to include rezoning area & location and zone of adjacent parcels
- b. Names and addresses of all landowners within the rezone area and 300 foot radius around the affected property.
- c. Stamped addressed envelopes of all those who notification of public hearing must be made.
- d. Signed petition of 50% of above landowners

4. Filing Fee: 250.00 Date Paid: 1-11-22

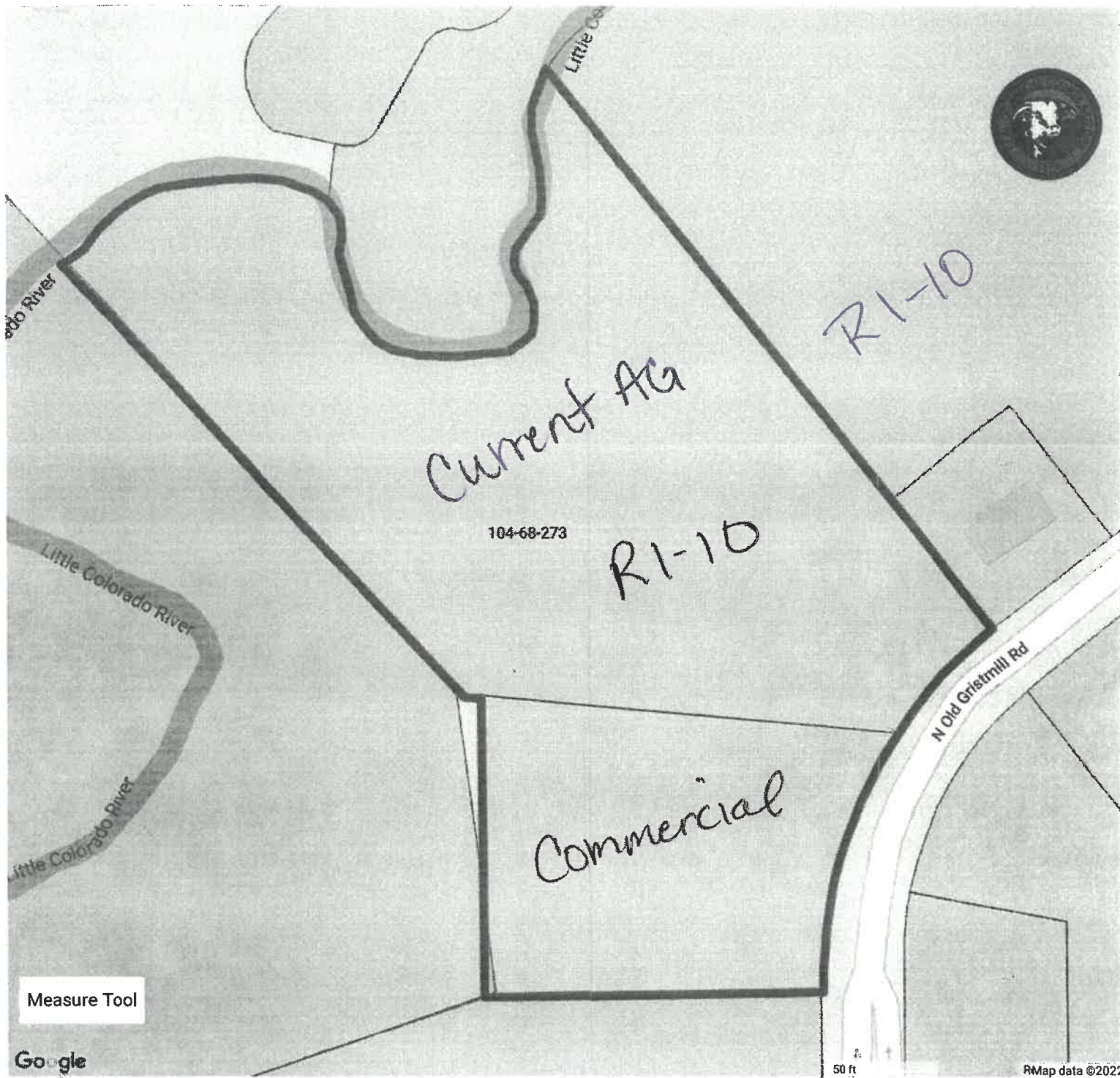
5. Signature of Applicant: [Signature] Date: 1/11/22

6. Zoning Administrator: [Signature] Date: 1/12/22

7. Application shall be forwarded to the planning and Zoning Commission on:

(Date) _____ (Time) _____

(Place) _____





3/9/2022

TO: Mayor and Council

FROM: Britney Reynolds
Community Development Coordinator

RE: Round Valley Unified School District properties rezoning to commercial.

BACKGROUND:

Round Valley School District approached the Town to rezone all properties within Eagar Town limits from Residential zoning to Commercial (C-1) zoning. This is an error that should have been corrected in the past. Staff would recommend the rezoning of all school district property from residential to commercial as town code states all school facilities shall be in commercial (C-1) zoning.

Respectfully,

Britney Reynolds
Community Development Director

**TOWN OF EAGAR
REZONING APPLICATION**
(REFER TO CHAPTER 18.80 OF THE ZONING ORDINANCE)

Permit No. R22021-2

Name of Applicant: Round Valley Unified Schools

Address: P.O. Box 610 Springerville, Az 85938

Telephone: () 333-6500 Date: 12/14/2021

Parcel Number(s): See Attached

1. Legal description of property and current and proposed zone which request to rezone is being made:

Current Zone:	Proposed Zone:	Adjacent Zoning (all sides)
<u>R2-7</u>	<u>C1</u>	<u>R2-7, AK-20 + C1</u>
<u>R1-10</u>	<u>C1</u>	<u>R1-10 + C1</u>
Current Use:	Proposed Use:	Adjacent Use (all sides)
<u>School properties</u>	<u>School + Commercial</u>	<u>Commercial + Residential</u>

2. Reason for request of zoning change: _____

3. Attachments (for rezoning of specific area):

- Plot plan to include rezoning area & location and zone of adjacent parcels
- Names and addresses of all landowners within the rezone area and 300 foot radius around the affected property.
- Stamped addressed envelopes of all those who notification of public hearing must be made.
- Signed petition of 50% of above landowners

4. Filing Fee: 250.00 Date Paid: 12/14/21

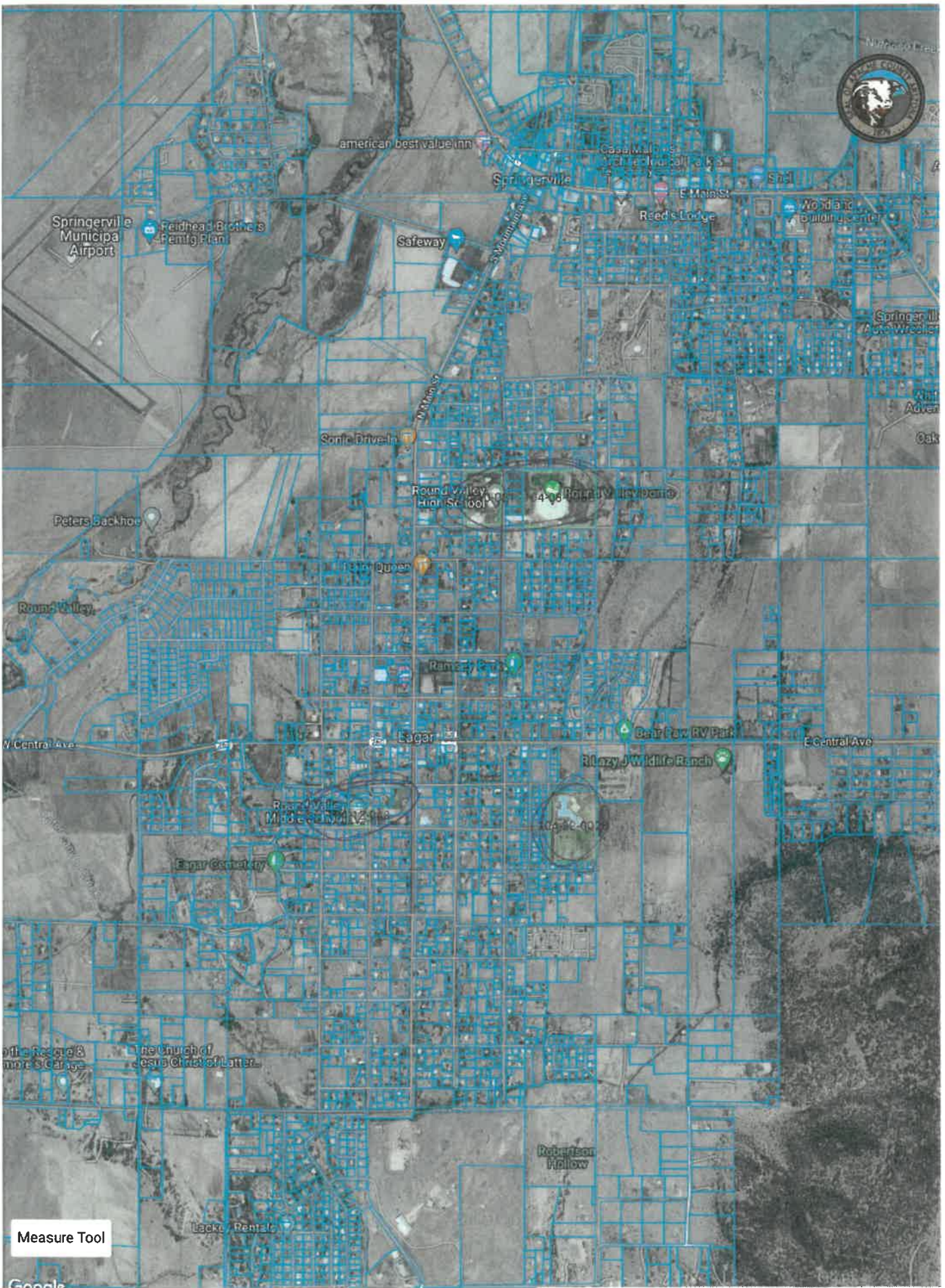
5. Signature of Applicant: [Signature] Date: 12/14/2021

6. Zoning Administrator: [Signature] Date: 1/4/22

7. Application shall be forwarded to the planning and Zoning Commission on:

(Date) _____ (Time) _____

(Place) _____





3/8/2022

TO: Mayor and Council

FROM: Britney Reynolds
Community Development Coordinator

RE: Arizona Department of Emergency and Military Affairs Designation of Applicant's Agent Form

BACKGROUND:

The Town of Eagar was awarded the 2019-PDM Eagar Robertson Hollow Project under the Pre-Disaster Mitigation grant program on February 28th, 2022. This award is for \$1,103,549.00 of Federal share with a minimum match requirement from the Town of Eagar totaling \$369,844.00.

Due to staffing changes over the last few years, the points of contact and applicant agent are in need of adjustments. It is recommended that Matt Mears be appointed as the Applicant's Agent for this project with Britney Reynolds as the point of contact. The applicant's agent change will need to be adopted by resolution which is also provided in the council packet.

Respectfully,

Britney Reynolds
Community Development Coordinator



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

February 28, 2022

Mr. Matthew Mears, Town Manager
Town of Eagar
PO Box 1300
Eagar, AZ 85925

Subj: Pre-Disaster Mitigation Grant Award Notification
2019-PDM Eagar Robertson Hollow
PDMC-PJ-09-AZ-2019-010/EMF-2020-PC-0014 (5)

Dear Mr. Mears,

Congratulations, the 2019-PDM Eagar Robertson Hollow Project has been awarded under the Pre-Disaster Mitigation grant program. Your award is **\$1,103,549.00** (Federal Share), with a minimum **\$369,844.00** (Non-Federal Share) match requirement.

Please review the attached Pre-Disaster Mitigation grant award package. This will provide you with standard requirements that apply to your organization in accepting this award. **The Period of Performance (POP) for the project will be September 22, 2020 to September 21, 2023.**

The Town of Eagar must submit Quarterly Reports to the Arizona Division of Emergency Management (ADEM), due no later than the 15th of January, April, July and October, for activities which occurred the three months prior to the quarterly report due date. **The first Quarterly Report will be due on April 15, 2022**, even if the work has not yet started.

Requirement – You must, prior to awarding any contract, conduct a review for suspension/debarment of your anticipated contractor. **Proof of your review** (see Contractor Debarment and Suspension Form on debarment-suspension tab in your award package) **must be completed and a copy sent to DEMA Mitigation, prior to the awarding the contract to a contractor.**

As per the application submitted by your agency, **Mr. Terry Hinton** will be the designated Applicant Agent and will be copied on all critical correspondence. Standard project information requests will be sent primarily to the Point of Contact that you earlier designated, **Mr. Robert Toy**. Please notify the DEMA Mitigation office immediately if either of these two positions change and/or if you wish to be copied on all correspondence.

In regard to changing the Applicant Agent, please complete the provided form and attach the resolution in which your governing board has approved said person.

If you have any questions regarding this award, please e-mail DEMA Mitigation at Mitigation@azdema.gov, or call us at (602) 464-6499.

Sincerely,

Lucrecia "Lu" Vargas
State Hazard Mitigation Officer

RESOLUTION NO. 2022-06

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF
THE TOWN OF EAGAR, ARIZONA, APPOINTING MATTHEW MEARS, TOWN
MANAGER AS THE TOWN OF EAGAR'S DESIGNATED APPLICANT'S AGENT
FOR HAZARD MITIGATION PROGRAM.**

WHEREAS, the Department of Emergency and Military Affairs, Division of Emergency Management State of Arizona requires and appointment of a Designated Applicants Agent: and

WHEREAS, the Town of Eagar desires to receive grant funds for Hazard Mitigation Program.

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Eagar, Arizona, that the Town Council appoints Matthew Mears, Town Manager to be the Designated Applicant's Agent to the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona for any and all Hazard Mitigation Programs.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Eagar, Arizona this 15th day of March, 2022.

Attest:

Approved:

Jessica Vaughan, Town Clerk

Bryce Hamblin, Mayor

Approved as to Form:

Brett Rigg, Town Attorney

**ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DESIGNATION OF APPLICANT'S AGENT FORM**

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following:

Select program(s): ☐ Public Assistance Program ☒ HMA Mitigation Program

Select duration: ☐ Until further notice ☒ For the period of 9/22/2020 to 9/21/2023

Applicant Name: Town of Eagar

CERTIFICATION

I, Bryce Hamblin, duly appointed and Mayor of
(Authorizing Official's Name) (Title)

Town of Eagar, do hereby certify that the information below is true
(Applicant Name)

and correct, based on a resolution passed and approved by the Eagar Town Council
(Governing Body)

of Town of Eagar on the 15th day of March, 2022
(Applicant Name) (day) (month) (year)

Matthew Mears has been designated as the Applicant Agent
(Name of Designated Applicant Agent)

to act on behalf of Town of Eagar
(Applicant Name)

Mayor 03/15/2022
(Authorizing Official's Signature) (Title) (Date)

Designated Applicant's Agent

Name Matthew Mears

Title/Official Position Town manager

Mailing Address P.O. Box 1300

City, State, Zip Eagar, AZ. 85925

Daytime Telephone Number 928-333-4128 Fax 928-333-5140
(Please include area code and extension if not a direct number)

E-mail Address m.mears@eagaraz.gov Pager/Cell _____

For DEMA Use Only

Received By: _____
(Initials & Date)

Feb 2020

Form #AZ PA 204-4



3/8/2022

TO: Mayor and Council

FROM: Britney Reynolds
Community Development Coordinator

RE: Engineering proposal for Butler Street

BACKGROUND:

After the previous meetings dedicating the upcoming CDBG funds to the paving/completion of Butler street, Town staff moved forward plan proposals. You will find attached the proposal from EPS Group that includes the extension of Butler Street to 40' wide (providing on street parking), curb, gutter, and sidewalk. Due to the change in scoping, I am currently working with ADOH and other agencies to update our ERR and other documents to complete this project this year. I recommend approving this proposal so the engineering firm can finish plans.

Respectfully,

Britney Reynolds
Community Development Coordinator

February 28, 2022

Mr. Matt Mears
Town Manager
22 W. 2nd Street
Eagar, AZ 85925

RE: Butler Street: 8th Street to SR 260 Roadway Reconstruction

Dear Mr. Mears,

As requested, we have prepared the following scope and fee proposal to complete the final design of a roadway reconstruction project on Butler between 8th Street and SR 260. This work will be comprised of the following:

- Butler Street will be completely reconstructed to a 40' width (face of curb to face of curb) with curb and gutter and 4-5' foot sidewalks on each side.
- Pavement designs will be per the geotechnical report completed by Speedie and Associates.
- Topographic survey will be based on existing mapping provided to EPS by the Town and EPS Group can rely on this survey for the completion of its construction plans. Any supplemental survey will be obtained by EPS Group.
- A drainage report will be prepared to determine street capacities and catch basin or scupper sizing. Existing storm drain facilities are assumed to be adequate to convey Butler Street runoff. Scuppers will convey flows to existing grated inlets adjacent to the street.
- Driveway connection details (roughly 69 total) will be developed for each driveway.
- ADA/PROWAG guidelines will be followed.
- Signing plans will be provided to update/modify existing signage. No pavement marking is required.
- Existing utilities will be shown as provided by Town and available utility provider mapping.
- All quantities and costs will be prepared with each plan submittal.
- Plans will be provided to affected utility providers for review at each plan stage
- Specifications and details for the work will follow Maricopa Association of Governments (MAG) details unless otherwise directed.
- One project kickoff meeting and site visit will be held in Eagar. The over the shoulder review meeting will also be held in Eagar. Other project progress meetings (3) will be held via computer conferencing.
- EPS will be available to answer contractor questions during bidding.

Plans will be submitted to the Town per the following:

- 30% plans will be provided for the proposed improvements.
 - A formal review of the plans will occur within 2 weeks following 30% submittal.

- 90% plans incorporating the Town's comments will be prepared and submitted
 - An over the shoulder review of the plans will occur one week following 90% submittal.
- 100% plans will be provided incorporating the Town's comments and will be sealed.

The following assumptions have been made in association with this modified scope of work:

- Work will not extend into the ADOT SR 260 right-of-way and no ADOT permitting is expected.
- The existing Butler Street horizontal centerline geometry will remain as is.
- On-Site visits will be combined with the Main Street Paving project.
- No new easements or right-of-way will be required.
- No utilities will require relocation.
- Environmental and traffic studies will not be required.
- No new storm drain, sewer, or water facilities will be provided.
- This project will be bid as an independent project. All bidding, plan reproduction, and advertisement will be done by the Town.
- Potholing will not be provided.

We appreciate the opportunity to assist the Town with this roadway reconstruction project. If you have any questions concerning the proposed scope and fixed fee, please let me know.

Sincerely,

A handwritten signature in black ink that reads 'Elijah E. Williams'.

Elijah E. Williams, P.E.
Project Manager

Fee Estimation Worksheet

PROJECT: Eagar - Butler Street Reconstruction Final Design

Date: 2-28-22

Job No.: 21-1391.02

Labor Class Rate													
DESCRIPTION	Principal	Project Manager	Engineer	Sr. Traffic Engineer	Traffic Engineer	Engineer-in-Training	Senior Designer	Technician/Drafter	Admin Assistant	Landscape Architect	Survey 2-man	Project Surveyor	Designer
Supplemental Survey											12	2	5
30% Plans		39	75			125	120						
* Initial Drainage Report		6	12			24							
90% Plans		40	85			130	125						
* Final Drainage Report		4	8			12							
* Special Provisions			4	8	8								
100% Plans		19	24			40	45						
Bidding Assistance		5	9										
Design Quantities & Cost Estimates (30%, 60%, 100%)		5	17			22							
Meetings(3) and On-Site Visits(2)		16	20										
Project Management, Coordination w/Client, Utilities		36	56										
TOTAL HOURS	0	170	310	8	8	353	290	0	0	0	12	2	5
SUBTOTAL FEES	\$0.00	\$10,200.00	\$12,245.00	\$432.64	\$306.08	\$12,196.15	\$10,498.00	\$0.00	\$0.00	\$0.00	\$588.00	\$84.00	\$162.50
<div> <div>Overhead (150%)</div> <div>Profit (10%)</div> <div>Reimburseables</div> <div>Subconsultants</div> <div>Speedie and Associates</div> </div>													
												\$70,068.56	\$11,678.09
												\$0.00	\$3,600.00
TOTAL FIXED FEE												\$132,059.02	

February 25, 2022

Elijah Williams, P.E.
EPS Group, Inc.
1130 N. Alma School Road
Mesa, AZ 85201

**RE: Proposal for Geotechnical Investigation
S. Butler Street Reconstruction
SR260 & S. Butler St.
Eagar, AZ
Proposal No. 80022 SS**

Dear Mr. Williams:

We are pleased to provide our cost estimate to conduct a soil investigation at the above referenced site that will satisfy site development and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of reconstruction of approximately 5,100 linear feet of roadway. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped or paved to support moderate passenger and light truck traffic. Landscaped areas will be utilized for storm water retention and disposal.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling 5 structural borings to depths of 3 to 5 feet below existing ground surface, or refusal, whichever comes first. Access to the site by conventional skid-steer mounted drilling equipment is assumed to be free and unencumbered.

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

1. Pavement design to provide economy and adequate service.
2. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
3. Local excavation and trenching conditions and stability considerations.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof. We propose to provide the services set forth herein for a lump sum amount of \$3,600.00, which includes all testing, engineering and reimbursable expenses and an electronic PDF copy of the report (hard bound copies available upon request). Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$15.00 per report. Time from authorization to proceed to final report submittal at this time is on the order of 6 to 8 weeks following our receipt of this signed proposal (authorization to proceed). This time frame does not include delays due to inclement weather or delays in the field not caused by Speedie & Associates and subcontractors.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy, and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES



Shaun M. Kulish, G.I.T.
White Mountain Region Project Manager

APPROVED AND ACCEPTED
For: EPS Group, Inc.

By: _____

Print Name: _____

Date: _____



TERMS AND CONDITIONS

1. **TERMS OF AGREEMENT:** Completion of all work indicated in contract amounts mentioned in this agreement are valid for one year from the date of execution of this Agreement. Because of inflation and resultant cost increases, EPS Group Inc., Engineers, Planners & Surveyors (EPS Group) reserves the right to review the remaining contract amounts at the end of the one year period and negotiate possible cost adjustments to this Agreement. Fee proposals are valid for 30 days from date of submittal and are also subject to adjustments should the proposal not be accepted within the 30 days.
2. **OWNERSHIP OF DOCUMENTS:** All drawings, exhibits, reports and other original documents, including electronic files of such documents, as instruments of service are and shall remain the property of EPS Group except where by law or precedent these documents become public property; Client shall not use such items on other projects without EPS Group's prior written consent. As long as the client is not in default on any of the terms of this agreement, EPS Group will provide copies and/or electronic files to the Client and/or his agents (with Client's approval). Client shall be responsible for any materials cost and/or additional labor costs associated with providing these copies or files. Client also acknowledges that electronic files are subject to the following disclaimer:

"Notice to Recipients of Electronic Files from EPS Group, Inc.: All electronic files are for recipient's use only and all files are subject to revisions. EPS Group makes no guarantees nor warrants the accuracy or completeness of any of the information contained in these files, as recipients should verify all information with actual sealed and signed documents. It shall also be the responsibility of recipients to obtain any future updates from EPS Group, Inc."
3. **DELAYS:** Any delay or default in the performance of any obligation of EPS Group under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, materials shortages, power or transportation problems, failure of Client or Client's agents to furnish information or to approve or disapprove EPS Group's work or any other cause beyond EPS Group's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such events shall suspend the obligations of EPS Group as long as performance is delayed or prevented thereby.
4. **LIABILITY:** EPS Group makes no representation of warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice provided hereunder, except that the same will be promulgated and prepared in accordance with the local standards of the profession. EPS Group agrees to be responsible for its own or its employees' negligent acts, errors or omissions, which shall be limited to EPS Group's liability insurance coverage for the work and is regarded as fair and negotiated.
5. **INDEMNIFICATIONS:** Client shall indemnify, defend and hold EPS Group harmless from any and all cost, expense claim, damage or liability of any nature arising from: (a) soils conditions; (b) changes to or deviations from plans or specifications made by Client or others; (c) use by Client or others of plans, surveys or drawings unsigned by EPS Group registrants or for using signed plans for any purpose other than the specific purpose for which they were intended; (d) job site conditions and performance of work on the project; (e) inaccuracy of data or information supplied by the Client and/or the Client's Consultants; (f) cost figures or quantities used in connection with maps, plans, specifications or drawings (See Item #9); (g) onsite construction review, construction certifications and/or completion of quality of performance of contracts by the construction contractor or other third parties, unless otherwise specifically indicated in the scope of services; and (h) accuracy of estimated areas, unless such areas are provided on sealed final plats and/or other legal documents.
6. **CLIENT'S CONSULTANTS:** It is understood and agreed that the Client/Owner shall contract directly with other design professionals for other services, unless it is clear in the scope of services that those services are to be provided by EPS Group. The client agrees that EPS Group shall have no responsibility or liability for any portion of the project designed by the Client's other consultants. EPS Group shall not be required to check or verify other

consultants' documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations.

7. **MEDIATION/ARBITRATION/LEGAL COSTS:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise. In the event mediation fails to resolve the conflict or dispute, both parties may agree to submit the conflict or dispute to arbitration in accordance with the rules of the American Arbitration Association then in effect; Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collections, including and without limitation: witness fees, court costs and attorney's fees (including such costs and fees on appeal), shall be paid to the prevailing party up to a maximum of \$20,000.
8. **ASSIGNMENTS/WAIVERS:** Neither Client nor EPS Group shall assign any interest in this Agreement without the prior written consent of the other, but EPS Group may subcontract outside labor assistance for any portion of the work to be performed hereunder without such consent. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. This Agreement constitutes the entire agreement between the parties hereto on the subject hereof, unless amended by a separate signed agreement between both parties hereafter. One or more waivers of any term, condition or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition or covenant. It is the intention of the parties that the laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder.
9. **ESTIMATION OF QUANTITIES AND COSTS:** All estimates of quantities and costs provided by EPS Group are only a best judgment of those quantities and costs. EPS Group does not warrant or guarantee any quantity or cost estimations, as such items are subject to variations caused by construction methods, variances in materials and equipment, inflation, competitive bidding methods and market conditions. Earthwork quantities in particular are subject to variables that are beyond the engineer's control, including: topographic survey methods and accuracy, shrink/swell percentages, clearing/grubbing methods, actual degrees of compaction, accuracy of actual grades, accuracy of staking and methods of earthwork moving.
10. **CHANGES, REVISIONS, EXTRA WORK:** Any services agreed to be performed by EPS Group at the request of client in addition to those set forth herein shall be paid for by Client as extra work. Such extra work shall include, but not be limited to additional office or survey field work caused by policy or procedural changes of governmental agencies, additions to the scope of work and/or revisions to layouts requested by the client and/or his consultants after work has commenced and/or to modify documents to lower clients cost due to client budget constraints. All extra services are to be billed as indicated in written addendums or change orders as fixed fees or on an hourly basis in accordance with EPS Group's prevailing time and material rates. Verbal authorizations from the client for extra services or work effort are only acceptable when the value is minimal and is acceptable to the EPS Group Project Manager and/or Principal in charge. Client shall indicate in writing to EPS Group that any extra work efforts are to be agreed in writing prior to commencing with such work if so desired.
11. **PAYMENT FOR SERVICES:**
 - a. Statements will be issued at the end of each month, are due and payable upon receipt and are delinquent thirty (30) days after date on initial statement. EPS Group reserves the right to terminate this Agreement or suspend all work for said Client until the default is cured.
 - b. Client shall pay the cost for all reimbursable items such as governmental fees, permits, title company charges, delivery charges, toll telephone calls, plots, transferring of electronic data, reproductions and any other incidental charges and expenses not specifically covered by the terms of this Agreement at EPS Group's cost plus 15%.
 - c. Client shall promptly review invoices and notify the EPS Group Project Manager of any objections thereto. Absent such objection in writing within ten (10) working days of the date of the invoice, the invoice shall be



deemed proper and acceptable. Use of back charges by the client against EPS Group's invoicing shall not occur without prior written approval of an EPS Group principal. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of the invoice.

- d. If statements are not paid in full prior to delinquency, Client may be charged a late charge on the unpaid amount at the rate of two percent (2%) per month from the delinquency date. All payment received shall first be credited to payment of late charges and then to the principal balance. EPS reserves the right to suspend services for non-payment and shall have no liability to Client because of such service suspension.
- e. EPS Group may subscribe to a collection agency and any and all accounts unpaid beyond ninety (90) days due may be referred for collection unless specific agreements are made otherwise. All fees, expenses and other costs of collection will be added to the amount due at the end of ninety (90) days that are at the prevailing rates of the agency at the time of referral, including accumulated interest as stated in the Paragraph above.

APPROVED BY:

By: _____

Signature

Name

Title

Date



3/8/2022

TO: Mayor and Council

FROM: Britney Reynolds
Community Development Coordinator

RE: Engineering proposal for S. Main Street mill and overlay

BACKGROUND:

The Town of Eagar is currently in the beginning stages of a HURF exchange project. This project will be used for the design as well as the mill and overlay of South Main Street (starting at the intersection of Central Ave. and Main Street and extending past the corner of Main street and connecting with the previous work completed on School Bus Rd). Attached you will find the price proposal from EPS Group who is providing the design for this project. The HURF exchange budget for design is \$156,209.00 and the proposal is under this budget.

I want to make council aware that there will be a cost fluctuation with this project due to the potholing that is necessary. The engineering company has reached out to different companies and the lowest bid that was received for this work was \$54,000. I believe council should entertain moving forward with purchasing a new Vac-Trailer for the public works department as the supervisors have been able to find new trailers that are around \$63,000. This would allow our public works department to complete many projects in house that are currently contracted out, saving the town substantially in the future. I have attached several documents for your review in regards to this request and am happy to discuss this with any council member further.

Respectfully,

Britney Reynolds
Community Development Coordinator

February 28, 2022

Mr. Matt Mears
Town Manager
22 W. 2nd Street
Eagar, AZ 85925

RE: Main Street

Dear Mr. Mears,

As requested, we have prepared the following scope and fee proposal to complete the final design of a pavement preservation work on Main Street between School Bus Road and 4th Street. This work will be comprised of the following:

- Reconstruction of the existing pavement consisting of a 3-4" mill and an identical depth replacement. This will include the evaluation and possible redesign of the curve at School Bus Road to better facilitate turning movements.
- Replacement of roughly 3100' sanitary sewer main (10-12" diameter) as necessary ahead of the pavement work. This will include new laterals at 5th Street, 6th Street, and possibly 8th Street. All existing sewer services (about 39 total) will be replaced with new services based on camera locates performed by the Town. The sewer main will be sized to handle all existing services as well as a potential Old Sawmill residential development (130 acres and 2 DUA) located south of School Bus Road. As such, a brief sewer analysis will be performed to determine appropriate sewer main sizing. All sanitary sewer work will be designed and constructed based on an independent set of plans. Up to 15 potholes will be obtained in association with the sewer design. ADEQ approvals will be required and obtained.
- A full topographic survey will be provided. This information will be prepared for the area shown below:



- Plans will be developed based on the obtained mapping. Existing utilities will be drafted as provided by Town and available utility provider mapping. Existing right-of-way will be based on available assessor map data or other Town provided information.
- All quantities and costs will be prepared with each plan submittal.
- Plans will be provided to affected utility providers for review at the 60% plan stage
- Specifications and details for the work will follow Maricopa Association of Governments (MAG) details unless otherwise directed.
- One project kickoff meeting and site visit will be held in Eagar. The over the shoulder review meeting will also be held in Eagar. Other project progress meetings (2) will be held via computer conferencing.
- EPS will be available to answer contractor questions during bidding.

Plans will be submitted to the Town per the following:

- 60% plans will be provided for the proposed improvements.
 - An over the shoulder review of the plans will occur one week following 60% submittal.
- 100% plans will be provided incorporating the Town's comments and will be sealed.

The following assumptions have been made in association with this modified scope of work:

- No new easements or right-of-way will be required.
- No utilities other than the sewer main mentioned above will require relocation/replacement.
- The Town will be responsible for any review or permit fees.
- On-Site visits will be combined with the Butler Street Reconstruction project.
- Geotechnical studies/reports will not be required.
- No new road signage will be provided. The centerline will be restriped.
- Drainage, environmental, and traffic studies will not be required.
- No new drainage facilities will be provided.
- The sewer work will be constructed by the Town. The paving project will be bid as an independent project. All bidding, plan reproduction, and advertisement will be done by the Town.

We appreciate the opportunity to assist the Town with this paving project. If you have any questions concerning the proposed scope and fixed fee, please let me know.

Sincerely,

A handwritten signature in black ink that reads 'Elijah E. Williams'.

Elijah E. Williams, P.E.
Project Manager

Fee Estimation Worksheet

Date: 3-7-22 PROJECT: Eagar - Main Street Pavement Preservation and Sewer Main Final Design

Job No.: 21-1391.01

DESCRIPTION	Principal	Project Manager	Engineer	Sr. Traffic Engineer	Traffic Engineer	Engineer-in-Training	Senior Designer	Technician/Draftsman	Admin Assistant	Landscape Architect	Survey 2-man	Project Surveyor	Designer	Task Cost
Topographic Survey														
Sewer Analysis		4	12			18					45	16	34	\$3,982.00
Pothole Identification and Layout						6	9							\$1,335.90
60% Sewer Plans		20	34			65	85							\$533.10
ADEQ Submittal and Coordination		5	10											\$7,865.75
100% Sewer Plans		10	19			38	45							\$695.00
* Special Provisions			4	6	6									\$4,292.40
60% Paving Plans		10	12			35	40							\$712.04
100% Paving Plans		6	6			15	18							\$3,731.25
* Special Provisions			4	6	6									\$1,766.85
Bidding Assistance		2	5											\$712.04
Design Quantities & Cost Estimates (60%, 100%)														\$317.50
Meetings(2) and Site Visits(2)		4	12			14								\$1,197.70
Project Management, Coordination w/Client, Utilities		14	18											\$1,551.00
		20	32											\$2,464.00
TOTAL HOURS	0	95	168	12	12	191	197	0	0	0	45	16	34	770
SUBTOTAL FEES	\$0.00	\$5,700.00	\$6,636.00	\$648.96	\$459.12	\$6,599.05	\$7,131.40	\$0.00	\$0.00	\$0.00	\$2,205.00	\$672.00	\$1,105.00	\$31,156.53
<div> <div>Overhead (150%)</div> <div>Profit (10%)</div> </div>														\$46,734.80
<div> <div>Reimbursables</div> <div>*Potholing Estimate(up to 15 holes)</div> <div>ADEQ Review/Permit Fee</div> <div>Subconsultants</div> </div>														\$0.00
														\$14,000.00
														\$3,000.00
TOTAL FIXED FEE														\$102,680.46

* Note that this number may change depending on the potholing contractor



RE: S. Main Street Mill and Overlay timeline

Elijah Williams <Elijah.Williams@epsgroupinc.com>

Mon 3/7/2022 4:13 PM

Hi Britney,

Still trying to find a potholing contractor. The one I planned to go with came back with a price of \$54,000 to do 15 holes. That's about \$40,000 higher than I expected. I am going to submit this proposal as is so the Town can review it and try to find someone else to do this work.

Elijah



BRANCH J92
3461 E DEUCE OF CLUBS
SHOW LOW AZ 85901-5205
928-537-7494
928-537-7691 FAX

203894412

Job Site

PUBLIC WORKS
1162 S WATER CANYON RD
x:MAIN@WATER CANYON
EAGAR AZ 85925-1300
Office: 928-333-4128 **Cell:** 928-333-4223

Customer # : 1239137
Quote Date : 03/08/22
Estimated Out : 03/14/22 08:00 AM
Estimated In : 04/11/22 08:00 AM
UR Job Loc : 1162 S WATER CANYON
UR Job # : 3
Customer Job ID:
P.O. # : TBD
Ordered By : WES WHITING
Written By : DAVID POLKABLA
Salesperson : DAVID POLKABLA

TOWN OF EAGAR
PO BOX 1300
EAGAR AZ 85925-1300

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9532370	VACUUM TRAILER 400-750 GALLON	454.00	454.00	1,792.00	3,942.00	3,942.00
Rental Subtotal:							3,942.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	PROPERTY TAX SURCHARGE	[DRSURAZ/MCI]	59.130		EACH		59.13
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	78.840		EACH		78.84
1	DELIVERY CHARGE		1500.000		EACH		1,500.00
1	PICKUP CHARGE		1500.000		EACH		1,500.00
Sales/Misc Subtotal:							3,137.97
Agreement Subtotal:							7,079.97
Tax:							596.84
Estimated Total:							7,676.81

COMMENTS/NOTES:

CONTACT: WES WHITING
CELL#: 928-245-5914

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

2014 Ditch Witch FX50 - 800 gal. Vacuums For Sale in Albuquerque, NM

DETAILS

Example of used price

SHARE

CONTACT DEALER



[View Larger](#)

PRICE: \$48,500

SPECIFICATIONS

New/Used: Used
Year: 2014
Make: Ditch Witch
Model: FX50 - 800 gal.
Category: Vacuums
 Trailer Vacuum
Sub Category: Excavation
Hours: 835
Fuel Type: Diesel
Price: \$48,500

[Ditch Witch Financial Services](#)

SELLER INFORMATION

Ditch Witch of New Mexico, Inc.
 2520 Comanche Rd NE
 Albuquerque, NM
 87107 [\(Map\)](#)

Call for Appointment:
 (505) 345-1888

[Visit Dealer Website](#)

Equipment

Location:

2520 Comanche Rd NE
 Albuquerque, NM
 87107 [\(Map\)](#)





DESCRIPTION

The Ditch Witch® FX50 vacuum excavator has the power and functionality to do it all, from potholing to cleanup of all types of spills, HDD fluids, and jobsite debris. Featuring outstanding suction and water pressure, the 49 horsepower (36.5 kilowatt) FX50 is as versatile as it is powerful, and can be configured with your choice of water tanks, spoils tanks, and options such as a hydraulic boom and hydraulic valve exerciser. The FX50 is with you every step of the job.

[Request Info](#) | [Financing](#) | [Apparel](#)



©2022 The Charles Machine Works, Inc.
[Privacy](#) [Terms of Use](#) [Site Map](#)



The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF APACHE JUNCTION
SOURCEWELL MEMBER 20325
575 E BASELINE AVE
APACHE JUNCTION AZ 85119

Quotation

Information

Quotation No. 20173227
Document Date 07/08/2021
Customer No. 512966
Dealership DITCH WITCH OF ARIZONA
PHOENIX
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 09/08/2021

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	HX30GA - HX30GA With the following configuration: Filter Cyclonic Separator Debris Tank 500 Gallon Water Tank 200 Gallons Reverse Flow No Hose and Tooling 3 Inch Controls Right Hand Traffic Water Heater No Options Prospector Digging Lance HX Boom Jib Prospector Digging Lance Yes Weight Display Yes Hydraulic Oil Standard Color Standard Trailer Jack Manual			
1EA	190-2507 - PROSPECTOR ASSEMBLY, W/48" LANC E,#3 NOZZ			
1EA	HX30GA-PREP - HX30GA Vacuum Excavator Prep As sembly			
1EA	025-1040 - VT12 500 GAL STANDARD TRAILER			

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works
 1959 West Fir Avenue
 P.O.Box PO BOX 66
 Perry, OK 73077
 Phone No : 1-800-654-6481
 Fax No : 580 336 0617
 Email : global@ditchwitch.com

Sold-to Party Address

CITY OF APACHE JUNCTION
 SOURCEWELL MEMBER 20325
 575 E BASELINE AVE
 APACHE JUNCTION AZ 85119

Quotation

Information

Quotation No. 20173227
 Document Date 07/08/2021
 Customer No. 512966
 Dealership DITCH WITCH OF ARIZONA
 PHOENIX
 PO _____
 Created by Todd Miller

Global Account Price Quote Quote Valid until : 09/08/2021

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 2 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Corporate Account Price			46,411.65
	Total Freight			845.00
	Total Tax			3,292.05
	Installation Charge			80.00
	Total Amount			\$ 50,628.70

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF APACHE JUNCTION
SOURCEWELL MEMBER 20325
575 E BASELINE AVE
APACHE JUNCTION AZ 85119

Diesel
AJ

the one they bought

Quotation

Information

Quotation No. 20173228
Document Date 07/08/2021
Customer No. 512966
Dealership DITCH WITCH OF ARIZONA
PHOENIX
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 09/08/2021

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	HX30A - HX30A With the following configuration: Filter Cyclonic Separator Debris Tank 500 Gallon Water Tank 200 Gallons Controls Right Hand Traffic Reverse Flow No Hose and Tooling 3 Inch DoorsFront Hinged Doors HX Boom Jib Water Heater No Options Prospector Digging Lance Prospector Digging Lance Yes Hydraulic Oil Standard Color Standard Trailer Jack Manual			
1EA	HX30A-PREP - HX30A Vacuum Excavator Prep Ass embly			
1EA	025-1035 - VT14 500 GAL STANDARD TRAILER			

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF APACHE JUNCTION
SOURCEWELL MEMBER 20325
575 E BASELINE AVE
APACHE JUNCTION AZ 85119

Quotation

Information

Quotation No. 20173228
Document Date 07/08/2021
Customer No. 512966
Dealership DITCH WITCH OF ARIZONA
PHOENIX
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 09/08/2021

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 2 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
		Corporate Account Price		57,093.63
		Total Freight		953.00
		Total Tax		4,036.55
		Installation Charge		80.00
		Total Amount		\$ 62,163.18
	<i>- Reduced end to 3.5"</i> <i>to prevent rocks getting</i> <i>stuck</i> <i>- Lance that will dig 4" holes Extra</i>			

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

Contract or IGA

Can we shift money from skid steer budget.

Financial Services

Make your money work like our equipment

What was once tough, backbreaking work is made easier by Ditch Witch equipment. And what was once a complicated financial challenge is made easier by your Ditch Witch Financial Services professional, who knows how to put your money to work for you. DWFS provides:

Personal Service

DWFS has the people and the products to provide the best financing solution for you.

Experience

DWFS professionals are experts in the construction industry. We understand your business and what you need in equipment financing.

Flexible Financing and Leasing Solutions

DWFS is a full-service provider, offering a wide variety of financing and leasing options to meet your individual requirements.

Financing Options

Monthly-Level Plans

Purchase equipment over time with payments that remain constant throughout the term.

Skip-Payment Plans

You can better match your cash flow to your monthly cost by scheduling skip payments throughout the year.

Accelerated Payment Plans

Consider an accelerated pay program that enables you to build equity in the machine faster—during the first few payments.

Rental Purchase Transaction

Try the machine before you buy and build equity while you rent.

Flexibility and Efficiency

Customized Leasing Options

Lease plans designed exclusively for Ditch Witch equipment provide comprehensive leasing options, including fixed-dollar and fair-market-value purchase options. Whether you are looking for a capital or operating lease, we will work with your dealer to customize a program to meet your specific needs. Ask your dealer about the leasing packages available from DWFS.

Responsive Credit Decisions

We strive to provide a credit decision as quickly as possible. We know you need the equipment now!

Automatic Payment Plan

Avoid late payment charges and protect your good credit rating. It's quick and easy. Instead of writing a monthly payment check, your DWFS payment can be paid automatically from your business checking account.

Apply Today

The best financing in the industry is just a click away. Now it's easier than ever to get worry-free Ditch Witch equipment with hassle-free financing. Print out this application, take or fax it to your local dealer and get pre-approved today.

[Download Application](#)