

**NOTICE OF REGULAR MEETING
COMMON COUNCIL OF THE CITY OF COOLIDGE
MONDAY, JANUARY 10, 2011 - 7:00 P.M.
COUNCIL CHAMBERS – 911 S. ARIZONA BOULEVARD
PINAL COUNTY, COOLIDGE, ARIZONA**

Members of the City of Coolidge City Council will attend either in person or by telephone conference call or video communication.

CALL TO ORDER:

1. Pledge of Allegiance
2. Roll Call

PRESENTATIONS:

3. Proclamation – “Arbor Day” – Tree City, USA
4. Monthly report and “Business Spotlight Member” recognitions by the Coolidge Chamber of Commerce.

CALL TO THE PUBLIC

THE PROCEDURES TO FOLLOW IF YOU ADDRESS THE COUNCIL ARE: COUNCIL REQUESTS THAT YOU EXPRESS YOUR IDEAS IN FIVE MINUTES OR LESS AND REFRAIN FROM ANY PERSONAL ATTACKS OR DEROGATORY STATEMENTS ABOUT ANY CITY EMPLOYEE, A FELLOW CITIZEN, OR ANYONE ELSE WHETHER IN THE AUDIENCE OR NOT. THE MAYOR WILL LIMIT DISCUSSION WHENEVER HE DEEMS SUCH AN ACTION APPROPRIATE TO THE PROPER CONDUCT OF THE MEETING. AT THE CONCLUSION OF AN OPEN CALL TO THE PUBLIC, INDIVIDUAL MEMBERS OF THE COUNCIL MAY RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE COUNCIL, MAY ASK STAFF TO REVIEW A MATTER OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS OF THE COUNCIL SHALL NOT DISCUSS OR TAKE LEGAL ACTION ON ANY MATTERS DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

BUSINESS:

CONSENT AGENDA - ALL CONSENT ITEMS WERE REVIEWED INDIVIDUALLY. ALL CONSENT AGENDA ITEMS MAY BE ENACTED BY ONE MOTION AND APPROVED. ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY IF A MEMBER OF THE COUNCIL SO REQUESTS. CONSENT ITEMS ARE MARKED WITH AN ASTERISK (*).

5. *Consider approval of the minutes for the regular meeting held on December 13th, 2010. **Discussion and action.**
6. *Consider approval of declaring city-owned items as surplus and for auction. **Discussion and action.**
7. *Consider approval of entering into an Escrow Account Agreement and Instructions between the City of Coolidge and Coolidge 160 Holdings, LLC for the financial assurances on the Desert Ranches Development. **Discussion and action.**

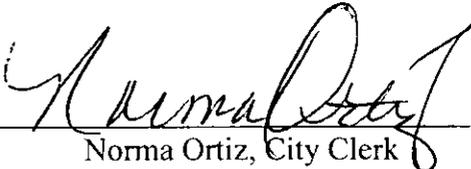
8. *Consider approval of renewing the Service Agreement between the City of Coolidge and Motorola for service of the Police Department Dispatch Center, the base radios, and the new repeaters for the Police, Fire, and Public Works Departments, beginning on January 1, 2011 and ending June 30, 2011. **Discussion and action.**
9. Consider approval of accepting a proposal submitted by the Law Offices of Gary D. Hays representing Steven Hendrix and Hendrix Recycling for Lot 3 in the Coolidge Industrial Park; authorizing staff to negotiate a Conveyance and Development Agreement to bring back to Council for final approval. **Discussion and action.**
10. Consider approval of entering into an Assignment and Assumption of Conveyance and Development Agreement between Gerald K. Remaklus; Jim D. Ryder; the Coolidge Industrial, LLC; and the City of Coolidge for the assignment and assumption of Lot 2 in the Coolidge Industrial Park, located at 1310 W. Industrial Drive, Coolidge, Arizona. **Discussion and action.**
11. Consider approval of extending the terms on the Pre-Annexation and Development Agreement between the City of Coolidge and Suggs Homes for the development known as "Coolidge Crossroads"; authorizing staff to negotiate an amendment of this Development Agreement. **Discussion and action.**
12. Consider approval of entering into a Cable Television License Agreement between the City of Coolidge and Cox Communications Inc. for the purpose of providing cable services within City boundaries. **Discussion and action.**
13. Consider approval of accepting the Letter of Resignation submitted by Councilmember Randall Rushing; and authorizing staff to begin the process to fill the council vacancy. **Discussion and action.**
14. Consider approval of the claims for the month of December, 2010. **Discussion and action.**

REPORT FROM THE MAYOR-COUNCIL AND/OR CITY MANAGER

ADJOURNMENT

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE CITY CODE 2-4-1 OF THE CITY OF COOLIDGE AND A.R.S. §38-431, ET SEQ. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND THIS MEETING.

DATED this 5th day of January, 2011


Norma Ortiz, City Clerk

PERSONS WITH DISABILITIES NEEDING REASONABLE ACCOMMODATIONS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETERS, SHOULD CONTACT THE ADA COORDINATOR AT (520) 723-5361 OR TDD LINE (520) 723-4653 NO LATER THAN 10:00 A.M. JANUARY 10, 2011.

The Agenda and all supporting documents and materials pertaining to this Agenda together with Staff and Department Reports are available for viewing in City Hall and the Library during normal business hours.

POST: 1-5-11

TIME: 5:00 P.M.

Office of the Mayor

Proclamation

WHEREAS, trees are one of the primary quality of life factors that a city government can provide for its citizens; and

WHEREAS, trees are a delight to everybody – those who grow them and those who simply look on and enjoy their beauty; and

WHEREAS, our community trees must be perpetuated to provide the benefits of aesthetics, shade, energy conservation, noise reduction and community livability; and

WHEREAS, our forefathers who settled in the desert, had the foresight and courage to plant the trees we now enjoy; and

WHEREAS, the climate and special beauty of the Desert Southwest are valuable resources enjoyed by many, and should be taken care of for the sake of our children and our children’s children; and

WHEREAS, the City of Coolidge has been designated as a “Tree City, USA” by the National Arbor Foundation for our commitment to improving the urban forestry program in our community.

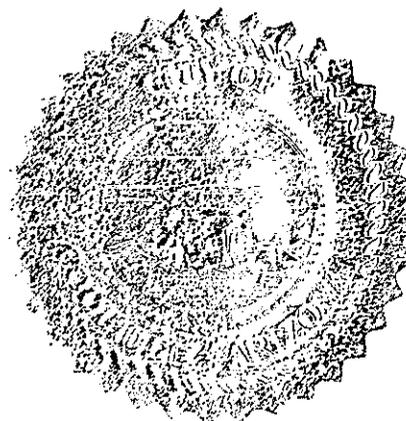
NOW, THEREFORE, BE IT RESOLVED, THAT I, Thomas R. Shope, Mayor of the City of Coolidge do hereby proclaim that Friday, April 23rd, 2010, was Arbor Day in the City of Coolidge and all citizens were encouraged to participate in this celebration of this occasion and realize its importance.

Dated this 10th day of January, 2011

Mayor

Attest:

City Clerk



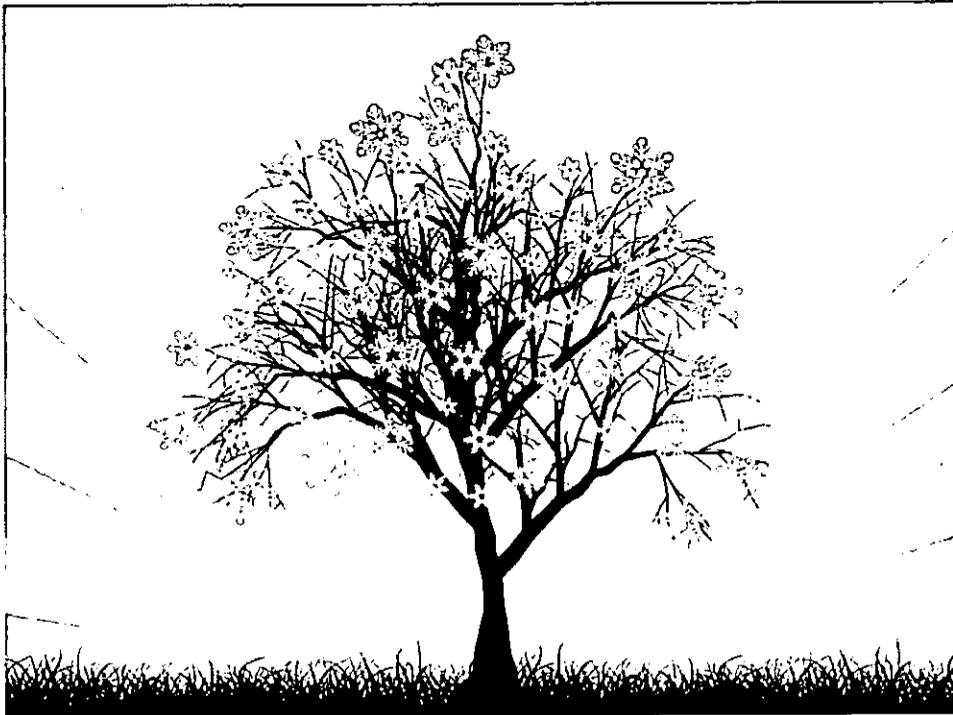
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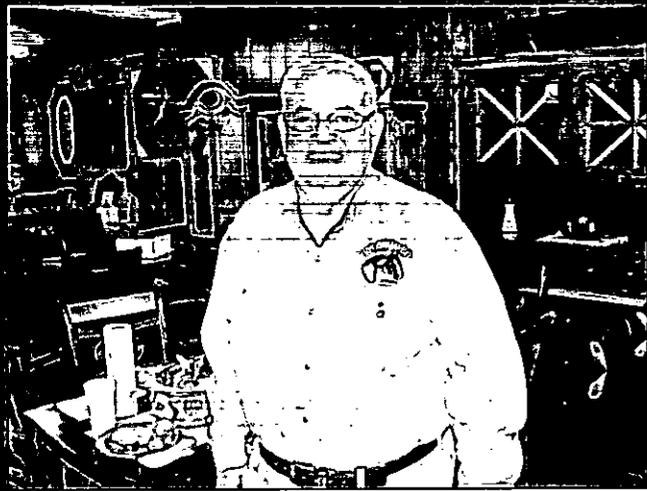
"Coolidge, Home of the Casa Grande Ruins"

Agenda

- **Lynn & Gabe to give brief report on:**
 - Coolidge Chamber of Commerce to recognize January Business Spotlight Members
(Each Business will give a brief description of their company)
 - Barnett's Better Buys
 - Aaron's Sales & Lease
 - Chamber Reinvestments & New Members
 - Statistics & Guest Analysis
 - Community Events
 - What Chamber accomplished in December



January Spotlights



Barnett's Better Buys/ Coolidge Bookkeeping, LLC

Long-time community member and supporter Stephen Barnett, a local entrepreneur has been in business in Coolidge for many years, where he has raised and supported his family. In 1973, he opened Coolidge Bookkeeping Service and currently handles over 60-monthly bookkeeping clients and handles over 1,200 income tax returns.

In 1996, he took the plunge and purchased Darryl's Furniture and Appliance, which is now Barnett's Better Buys, he specializes in providing high quality furniture and appliances. At Barnett's, you will find only high quality hardwood furniture that is built to last and appliances from top name manufacturers.

To quote Mr. Barnett, *"He would like to thank Coolidge for allowing him to survive and compete, I love the challenge and would encourage anyone to come in and give us a chance to earn your business."*

He assures you that you will be hard-pressed to find a better deal, and surviving during the recent economy you can be assured he has a formula that works. Providing good customer service and solid products has been his recipe and he is sticking to it.

Providing customers with purchase or rent-to-own options with little interest markup has allowed customers in all income brackets to have a chance to own great products. We would encourage everyone to take the Barnett challenge and give him a chance to earn your business; he is a local owner and operator who employs seven local people.

Buy local and support your hometown businesses. The Coolidge Chamber of Commerce would like to thank Barnett's Better Buys and Coolidge Bookkeeping for being a member of the Chamber and a great business man with the best interests of our City at heart.

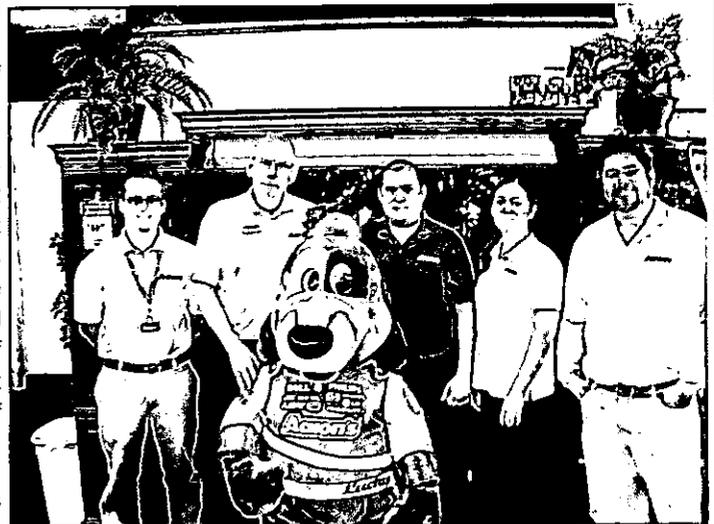
AARONS SALES & LEASE

Aarons is a provider of high quality furniture, electronics and appliance store specializing in customer service and providing quality services. The sales team at Aarons Sales & Leasing is committed to making every customer walk out the door with a smile, feeling good about the service and products they have leased or purchased. They offer an astounding 120 days same as cash deal on all leased or rent-to-own products. What many do not know is that the products at Aarons can be purchased outright and all cash sales receive a 20% discount.

Aarons has 1,700 stores and prides itself on having superior products at a great price offering a low price guarantee, which means they will meet or beat any retail or lease price or you receive \$100 cash. Having recently celebrated its 55th birthday, Aarons has been located in Coolidge for three years and last year was remodeled to update the look and feel of the office. The Coolidge location serves customers all around Pinal County and relies on word of mouth advertising, focusing on the basics of customer service.

Manager Tom Benning, who has been with the company for three years and in retail management for thirty, says it is not unusual for any of his six employees to stop by a customer's house to help install, or troubleshoot products purchased from the store. Aarons is so committed to customers that they will even help you move items purchased from the store from one house to another should customers need assistance. Included with all electronics purchases is a two year warranty, after you pay the item off they will even allow you to extend an additional 60-day warranty. Now that is commitment to customer service and commitment to the shoppers of Coolidge and the surrounding area.

We, the Coolidge Chamber of Commerce would like to thank Aarons for its ability to go above and beyond for the citizens of Coolidge.



Reinvestments

November & December 2010

Galopin' Goose
The Windmill Winery
The Platt Law Office
Chandler Ginning
Bob Flatley
Electrical District #2
McClintock Dairy
River Coop. Gin
Council Member Jon Thompson
Jack Harrison Construction
Comet Cleaners
Garrett Motors
The Mahoney Group
Central Arizona College
Wells Fargo Bank
Browns Coolers Furniture & Appliance
CAVIT
Great Western Bank
Title Security Agency of Pinal County
Rose Law Group
Thermo-Temp

New Members

November & December 2010

VFW Post 3713
National Property Inspections
JC's Tires & Auto Sales
Gagner & Associates
Community Christian Church
Heritage Coolidge Funeral Home

JC's Tires & Auto Sales
643 S. Arizona Blvd.
Coolidge, AZ 85128
520-723-4986
Contact: Isabel Fuentes

Stop by and visit JC and his staff and get yourself a new set of tires.

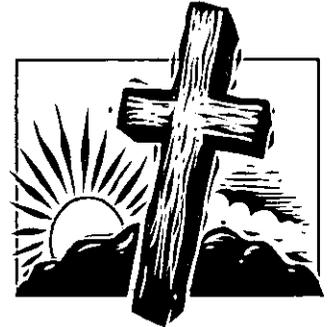


Gagner & Associates
414 N. Central Ave.
Faribault, MN 55021
Owner: Steve Gagner

Advertising/ Marketing/ Media Design/Promotions
Products include maps, directories, placemats, scorecards and phone covers
www.gagnerassociates.com

Community Christian Church
680 N. Main St.
Coolidge, AZ 85128
(520) 464-2778
Pastor Bill Perry

Sunday-Morning Worship
10:30 am



www.community-christian-church.com



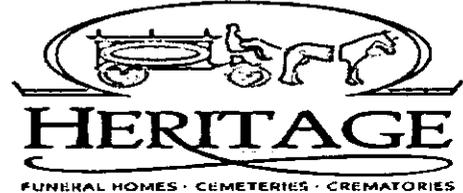
JD Watkins Veterans of Foreign Affairs
Post #3713
328 W. Coolidge Ave.
Coolidge, AZ 85128
Larry Williams

OUR MISSION: To foster camaraderie among United States

veterans of overseas conflicts. To serve our veterans, the military, and our communities. To advocate on behalf of all veterans.

National Property Inspections
1366 E. Madison Dr.
Coolidge, AZ 85128
(520) 208-2590
Owners: John & Rute Haag

- Home Owner Inspections (pre-closing)
 - Home Sellers Inspections (pre-listing)
 - New Construction Phase/Draw Inspections
 - Commercial Building Inspections
 - New Home Builders Inspections
 - Employee Relocation Home Inspection
 - Home Watch Service
- www.heritagefuneralchapels.com



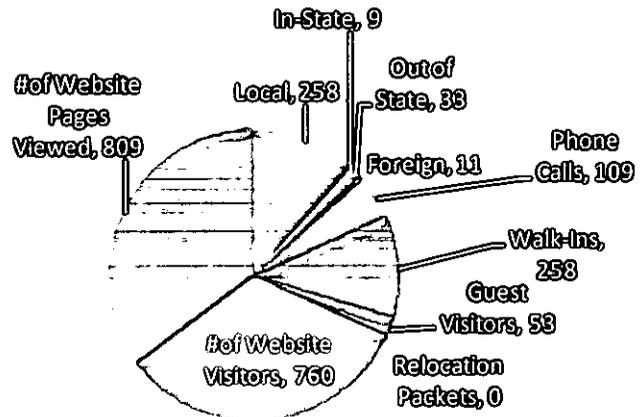
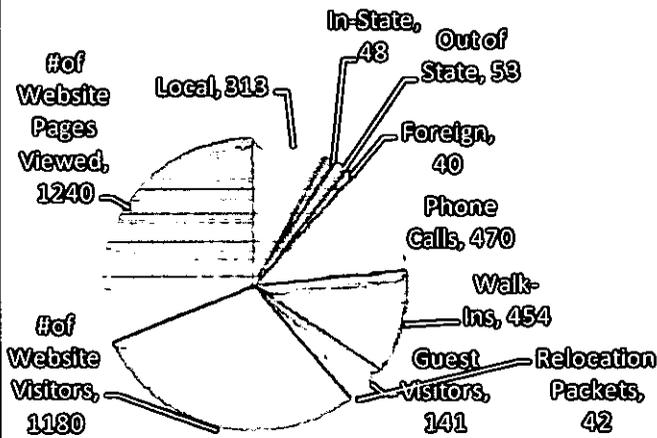
Heritage Coolidge Funeral Home
(Formerly Simes Mortuary)

410 W. Roosevelt Ave
Coolidge, AZ
(520) 723-7755

Contact: Isabelle Hornbeck
www.heritagefuneralchapels.com

December 2010-Guest Analysis/Website /Chamber Report

December 2009-Guest Analysis/Website /Chamber Report



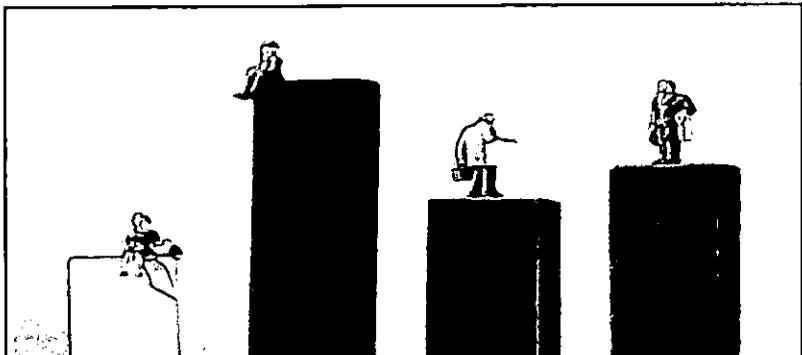
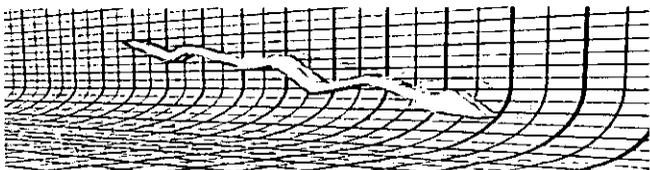
November-10	Number of Permits	Valuation (Omit Cents)
Structures other than buildings (Swimming pools, fences, billboards, signs, awnings, etc.)	14	\$25,690
Additions and Alterations		
Residential buildings	2	\$27,950
Total	16	\$53,640

**NEW BUSINESS LICENSES
NOVEMBER 2010**

Benson Security Systems
 Dave Bang Associates
 Empire Management
 Express Teller Services
 L.A. Boutique
 Lazy Aces Construction
 Structured Broadband Services

Coolidge Total City Tax Collections	FY2010/2011 NAICS	
INDUSTRY GROUP	NOVEMBER	FY TOTAL
Mining	N/A	\$0
Communication & Utilities	\$37,803	\$249,019
Transporting & Warehouse	N/A	\$0
Construction	\$192,307	\$884,295
Manufacturing	\$4,249	\$22,803
Wholesale Trade	\$1,778	\$9,764
Retail Trade	\$187,806	\$974,080
Finance & Insurance	\$735	\$3,025
Real Estate , Rental & Leasing	\$15,677	\$89,529
Restaurant & Bar	\$18,808	\$94,584
Accommodation	N/A	\$0
Public Administration	N/A	\$0
Services	\$1,869	\$15,314
Arts & Entertainment	N/A	\$0
Other	\$6,524	\$26,659
Total	\$467,699	\$2,369,071

Casa Grande Ruins NM				
November Monthly Report				
	Nov-10	Nov-09	Percent Change	
Total Recreational	5,865	5,155	13.78%	
Total Non-	180	180	0.00%	
Total Visits	6,045	5,335	13.32%	
Total YTD	73,613	72,213	1.98%	
	Recreational	Non Recreational	Total	Calendar YTD
Visitor Hours	7,989	18	8,007	97,810
Total Fiscal YTD Visitor Days				1,183



January 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Board Meeting	5 Rotary Meeting	6	7	8 CAC Vaquero Hall of Fame
9	10 City Council//CGRMC "Lunch & Learn"	11 Ribbon Cutting Heritage Coolidge Funeral Home	12 Rotary Meeting	13	14 Windmill Winery Wine Tasting	15
16		18	19 Rotary Meeting//Membership Luncheon	20 Mixer-Heritage Coolidge Funeral Home	21	22 An Evening of Comedy
23	24 City Council	25	26 Rotary Meeting	27	28 Bluegrass Festival	29 Bluegrass Festival//AZ Mineral & Fossil Show//Rotary Leadership Conference
30 Bluegrass Festival	31					



"Coolidge, Home of the Cast Granite Ruins"

Click on link for more information www.coolidgechamber.org



Find us on
Facebook

7:00 P.M.

A Regular Meeting of the Common Council of the City of Coolidge was held in the Council Chambers, 911 S. Arizona Boulevard, Coolidge, Arizona. Mayor Thomas Shope called the meeting to order at 7:03 p.m. Those present in addition to Mayor Shope were Councilmembers Judy Rotz-Lopez, Richard Lister, Les Curry, Jon Thompson and Vice-Mayor Gilbert Lopez. Councilmember Randall Rushing was absent. Also present were City Manager Robert Flatley, City Attorney Denis Fitzgibbons and City Clerk Norma Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Shope.

PRESENTATIONS

A check presentation by Gila River Indian Community for Proposition 202 funding awarded to the Coolidge Unified Schools and the Coolidge Fire Department.

Mayor Shope introduced Chief of Staff, Greg Mendoza from the Office of Governor William R. Rhodes who introduced Councilman Hogue, Cheryl Pablo and Gina with the Gila River Newspaper. He then invited Councilman Hogue and Mayor Shope to come forward to present Superintendent Dr. Cecilia Johnson, with the Coolidge Unified School District with a check in the amount of \$81,640; and Fire Chief Mickey McHugh with a check for \$50,000. There was discussion.

Retirement recognitions for city employees.

Executive Assistant Jacqueline Hendrie-Henry and Public Works Director/City Engineer Donald G. Peters were both recognized for their retirement from the City of Coolidge. Mayor Shope and Council extended their congratulations to both and wished them the best of luck on their retirement. There was discussion.

Monthly report and "Business Spotlight Member" recognitions by the Coolidge Chamber of Commerce.

Mr. Gabe Garcia recognized DJM Mobile Notary and Shope's Market for being selected as "Business Spotlight Member" for the month of December. Ms. Delores Michaels and Mr. Tom Shope were both present to comment on their place of business and to thank the Chamber for their recognition.

Ms. Lynn Parsons and Mr. Gabe Garcia then gave the monthly Chamber report for the month of November, 2010; and advised of upcoming Chamber events for the month of December. There was discussion.

Monthly report by the Coolidge Youth Coalition.

Ms. Sharon Boyd gave a monthly report on the Coolidge Youth Coalition and thanked the Mayor, Council and City for all their support. There was discussion.

CALL TO THE PUBLIC

There were no comments made by the public.

BUSINESS

Consider approval of the minutes for the regular and special meetings held on November 8th; and the regular meeting held on November 22nd, 2010.

Council considered approval of the minutes for the meetings held in November 2010. There was no discussion. *MOTION* was made by Vice-Mayor Lopez to approve the minutes for the regular and special meetings held on November 8th; and the regular meeting held on November 22nd, 2010. *SECOND* was made by Councilmember Rotz-Lopez and passed unanimously.

Consider approval of the FY 09/10 Comprehensive Annual Financial Report (Audit) performed by Colby & Powell, PLC.

Finance Director Pannella briefly hi-lighted some of the financial activities for the audit performed on the FY 09/10 Comprehensive Annual Financial Report (CAFR). There was discussion. *MOTION* was made by Councilmember Lister to approve of the FY 09/10 Comprehensive Annual Financial Report (Audit) performed by Colby & Powell, PLC. *SECOND* was made by Vice-Mayor Lopez and passed unanimously.

Consider approval of the Budget Schedule for the FY 11/12 budget workshops.

Finance Director Pannella presented Council with a proposed budget schedule for the FY 11/12 budget workshops and asked Council for direction on how to proceed. There was discussion. *MOTION* was made by Councilmember Rotz-Lopez to approve the Budget Schedule as presented for the FY 11/12 budget workshops. *SECOND* was made by Vice-Mayor Lopez and passed unanimously.

Resolution No. 10-31; A Resolution of the Mayor and Common Council of the City of Coolidge, Arizona, in support of the City's grant application to the Arizona Department of Transportation (ADOT) for Local Transportation Assistance Fund II (LTAF II) funds for transit related uses.

Finance Director Pannella advised Council of Resolution No. 10-31; that supports a grant application to the Arizona Department of Transportation for additional Local Transportation Assistance Fund II (LTAF II) funding. There was discussion. *MOTION* was made by Councilmember Lister to adopt Resolution No. 10-31; A Resolution of the Mayor and Common Council of the City of Coolidge, Arizona, in support of the City's grant application to the Arizona Department of Transportation (ADOT) for

Consider approval of Change Order #9 submitted by Haydon Building Corp. in the amount of \$29,749.91 for the Phase 1 Water Reclamation Facility Project; authorizing the Mayor to execute the Change Order Request.

Consider approval of accepting two proposals from Bright International and the Law Offices of Gary D. Hays representing Steven Hendrix and Hendrix Recycling for Lots in the Coolidge Industrial Park; authorizing staff to negotiate a Conveyance and Development Agreement with both parties, which will be brought back to Council for final approval.

Consider approval of entering into an Agreement for the Purchase of Bus between the City of Coolidge and Arizona Bus Sales, Corp. to purchase one 29 ft. Medium Duty Low Floor Transit Bus in the amount of \$169,950, utilizing ARRA funding; and approve the Assignment of

Local Transportation Assistance Fund II (LTAF II) funds for transit related uses. *SECOND* was made by Councilmember Rotz-Lopez and passed unanimously by roll call vote.

P.W. Director Peters advised Council of Change Order #9 submitted by Haydon Building Corp. in the amount of \$29,749.91 for the Phase 1 Water Reclamation Facility Project. There was discussion. *MOTION* was made by Vice-Mayor Lopez to approve of Change Order #9 submitted by Haydon Building Corp. in the amount of \$29,749.91 for the Phase 1 Water Reclamation Facility Project; authorizing the Mayor to execute the Change Order Request. *SECOND* was made by Councilmember Lister and passed unanimously.

G.M. Director Bruce advised Council of the RFP process to request proposals for two parcels in the Coolidge Industrial Park, stating two proposals were submitted by Bright International and the Law Offices of Gary D. Hays representing Steven Hendrix and Hendrix Recycling. Ms. Jan Ferguson representing Bright International was present. There was much discussion. *MOTION* was made by Councilmember Lister to accept the proposal from Bright International for the Lot in the Coolidge Industrial Park; authorizing staff to negotiate a Conveyance and Development Agreement which will be brought back to Council for final approval. *SECOND* was made by Vice-Mayor Lopez and passed with five (5) **YES** votes and one (1) **NO** vote by Councilmember Thompson.

MOTION was then made by Councilmember Lister to table the proposal from the Law Offices of Gary D. Hays representing Steven Hendrix and Hendrix Recycling until the January 10th meeting. *SECOND* was made by Vice-Mayor Lopez and passed unanimously.

Transit Manager Hoffman advised Council of the Agreement with Arizona Bus Sales Corp. for the purchase of a 29 ft. Medium Duty Low Floor Transit Bus, utilizing ARRA funding. There was discussion. *MOTION* was made by Vice-Mayor Lopez to approve of entering into an Agreement for the Purchase of Bus between the City of

the Right to Purchase One Bus under the City of Santa Fe Contract RFP# 09-06-P, waiving the sealed bid process in the best interest of the City.

Consider approval of lifting the hiring freeze to fill one (1) full-time transit driver position with a list of four (4) part-time drivers; allowing staff to maintain a pool of drivers not to exceed four (4).

Resolution No. 10-32; A Resolution of the Mayor and Common Council of the City of Coolidge, Arizona, authorizing the submission of an application for State Housing Funds (which may include federal funding through the Home Investment Partnership Program or State Housing Funds), certifying that said application meets the community's housing and community development needs and the requirements of the State Housing Programs, and authorizing all actions necessary to implement and complete the activities outlined in said application.

Consider approval of the claims for the month of November, 2010.

Coolidge and Arizona Bus Sales, Corp. to purchase one 29 ft. Medium Duty Low Floor Transit Bus in the amount of \$169,950, utilizing ARRA funding; and approve the Assignment of the Right to Purchase One Bus under the City of Santa Fe Contract RFP# 09-06-P, waiving the sealed bid process in the best interest of the City. **SECOND** was made by Councilmember Rotz-Lopez and passed unanimously.

Transit Manager Hoffman advised Council of the need to lift the hiring freeze to fill one full-time transit driver position with a list of four part-time drivers. There was discussion. **MOTION** was made by Councilmember Lister to approve of lifting the hiring freeze to fill one (1) full-time transit driver position with a list of four (4) part-time drivers; allowing staff to maintain an adequate pool of drivers. **SECOND** was made by Vice-Mayor Lopez and passed unanimously.

Asst. City Manager Dusenberry advised Council of Resolution No. 10-32; which authorizes the submission of an application to the Arizona Department of Housing for additional State Housing Funds to continue the City's Owner Occupied Housing Rehabilitation Program. There was discussion. **MOTION** was made by Councilmember Rotz-Lopez to adopt Resolution No. 10-32; A Resolution of the Mayor and Common Council of the City of Coolidge, Arizona, authorizing the submission of an application for State Housing Funds (which may include federal funding through the Home Investment Partnership Program or State Housing Funds), certifying that said application meets the community's housing and community development needs and the requirements of the State Housing Programs, and authorizing all actions necessary to implement and complete the activities outlined in said application. **SECOND** was made by Councilmember Lister and passed unanimously by roll call vote.

Council considered approval of the claims for the month of November, 2010. There was discussion. **MOTION** was made by Vice-Mayor Lopez to approve the claims for the month of November, 2010, with the exception of vendor #22704 to Shope's Market in the amount of \$28.94.

SECOND was made by Councilmember Lister and passed unanimously.

MOTION was then made by Councilmember Rotz-Lopez to approve vendor #22704 to Shope's Market in the amount of \$28.94. *SECOND* was made by Councilmember Curry and passed unanimously with Mayor Shope abstaining from voting.

REPORTS FROM THE MAYOR-COUNCIL AND/OR CITY MANAGER

Report from Mayor:

Mayor Shope asked for a round of applause for Vice-Mayor Lopez who was appointed to serve on the National League Executive Committee; congratulated Don Peters on his retirement and wished newly appointed P.W. Director Struble good luck; commented on the Light Parade going well, stating candy throwing is an issue that needs to be addressed for all future parades; thanked the Police Department for reporting all the street lights that are out; and wished everyone a Merry Christmas and Happy New Year's.

Reports from Council:

Councilmember Rotz-Lopez wished everyone a Merry Christmas and a safe New Year's.

Councilmember Lister commented on the Light Parade being great and thanked P&R Director LaPaglia and his staff for doing a great job; and advised that he is a member of the local Scholarship Committee, the United Food Bank and the Friends of the Ruins, stating many charities are reaching out for contributions and donations during this seasonal time and for those who can donate to please do so.

Councilmember Thompson had nothing to report.

Councilmember Curry suggested staff bring back budget recommendations instead of budget cuts; and commented on the new Economic Development Committee going well, stating the members are excited to move forward into the future.

Vice-Mayor Lopez advised the next NLC Executive Committee Meeting would be held in December on State Shared Revenues, stating he will come back and give a report; that he will work hard to promote Coolidge while serving on the Executive Committee; and commented on the Economic Development Committee having many good ideas for Coolidge.

Report from City Manager:

City Manager Flatley announced that the next NLC Conference will be held in Phoenix, stating it is a wonderful conference to attend; reminded Council about the Council/Staff Retreat being held on Wednesday, December 15th at 6:30 p.m.; advised that staff will be changing the colors on the City's website to make it more inviting to the public; that he will be attending the Pinal Partnership Breakfast meeting on Friday, December 17th; and that the proposed Franchise Agreement with Cox Communications will be distributed on December 15th giving Council time to review before the January 10th meeting.

ADJOURNMENT

MOTION was made by Councilmember Lister to adjourn the meeting at 9:04 p.m. *SECOND* was made by Vice-Mayor Lopez and passed unanimously.

Mayor

I, Norma Ortiz, City Clerk of the City of Coolidge, Pinal County, Arizona, do hereby certify that the above is a true and correct copy of the minutes of the Regular Meeting of the Common Council held on December 13, 2010. I further certify the meeting was duly called and held and that a quorum was present.

Norma Ortiz, City Clerk

The above and foregoing was acknowledged before me by Norma Ortiz, who is the City Clerk for the City of Coolidge, Arizona.

My Commission expires:

Notary Public

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Surplus Property **STAFF PRESENTER:** Mickey McHugh

RECOMMENDATION:

Staff recommends that the Mayor and City Council declare the attached list of items as surplus for disposal

DISCUSSION:

The items listed are no longer considered of value to the City of Coolidge and as such ask that they be declared surplus to be sold at local auction. Date to be determined.

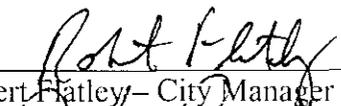
FISCAL IMPACT:

Some funds received will be placed into the general fund and some funds received from sales of seized items will go into the Police Dept. RICO Fund account.

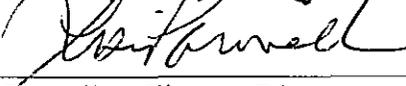
Attachments

Surplus items list

REVIEWED BY:



Robert Flatley – City Manager

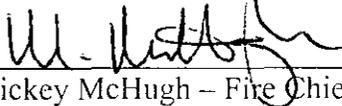


Lisa Pannella – Finance Director

N/A

Denis Fitzgibbons – City Attorney

PREPARED BY:



Mickey McHugh – Fire Chief

CITY OF COOLIDGE
2010
AUCTION ITEMS

YEAR	MAKE
1951	CADILLAC
2000	GEM ELECTRIC
1987	OVERLY LIGHT PLANT OVERLY LIGHT PLANT BROCE SWEEPER
1993	CHEVY BLAZER
2000	CHEVY IMPALA
1997	FORD TAURUS
1995	FORD 1/2T PU
2003	CHEVY IMPALA
2001	CHEVY IMPALA
1995	CHEVY S-10 PU
2002	FORD 18 PASS. BUS
2003	FORD 18 PASS. BUS
1993	FORD F150 1/2 T PU
1989	CHEVY 3/4T PU
1972	WESTERN STAR TRUCK TRACTOR
1995	BMW
2000	CHEVY LUMINA
1996	DODGE VAN
1994	CHEVY BLAZER
2000	CHRYSLER VAN
1977	CHEVY 1/2T PU
2001	CHEVY MONTE CARLO
2000	DODGE VAN
1999	DODGE VAN
1997	CHEVY BLAZER
1999	FORD EXPEDITION
1995	NISSAN MAXIMA
1992	CHEVY SUBURBAN
1981	CHEVY 3/4T PU
2001	FORD MUSTANG
1995	GMC SUBURBAN
1992	CHEVY SUBURBAN
2006	CHEVY 1/2T PU
1990	FORD TAURUS
1993	CHEVY SUBURBAN
1996	HONDA ACCORD
1999	PLYMOUTH VAN
1993	PLYMOUTH VAN
1999	FORD VAN
2006	SUZUKI QUAD
2000	MERCURY VILLAGER

Miscellaneous Items in Box (in vacant office):

2010-15628 Various children's toys
2010-15067 Fossil watch w/black band (mens)
2010-05789 Red Zone (2) Golf club bags w/junior clubs
Unknown Coronado black tote bag w/wheels
Unknown Miscellaneous jewelry in a brown box
Unknown Caselogic black CD holder/zipper case
Unknown Sanyo Pink girls digital camera
Unknown Chicos brown necklace w/bag
Unknown Honda gray colored watch
Unknown Lorus watch yellow w/ clear stones & bracelet yellow w/attached clasp
Unknown Panasonic gray stereo earphones w/black cord
Unknown Black picture box containing various jewelry
Unknown Oakbrook tub & shower faucet set
Unknown 3 knives made in China
Unknown Gap 1 camouflage single strap backpack
Unknown 4 watches in a bag
Unknown B.U.M. gray watch w/black band in a black Geneva Elite box
Unknown Focal black binoculars 7x35 wide angle
Unknown Nintendo black game system w/2 gray hand controllers
Unknown Panasonic gray DVD/CD player w/black remote

Items outside of cage:

2009-23466	Yellow Suzuki Quad
2007-3621	White/Silver Yamaha 700R
No Tag	Red/White/Blue (Painted flag on tank) Kids electric chopper
2007-16182	Black Quad (Honda) stickers read "Spectre Performance"
2008-23796	Kids motorized scooter
No Tag	Black two-wheeled Stroller
No Tag	wire w/black bag attached

Items inside of cage:

No Tag	Front bike tire on rim
2008-6723	(2) Firestone car tires 255-70-R16
2008-21249	Yellow plastic gas container
No Tag	Electric air compressor rusted
No Tag	Roketa pocket bike RDS125
No Tag	Speaker box with amp attached
No Tag	Portable motorized pump
No Tag	Powermate 5000 portable motorized pump
No Tag	Toyo Open Country radial car tire on rim
2008-28929	Large spool of wire
2009-20635	Red Razor kids electric bike
2008-24254	Blue Yamaha 80 trail bike

MISC

ITEMS

INSIDE/OUTSIDE
CAGE

INVENTORIED

Bicycles Inventoried

Outside of cage:

Tag Unreadable Red Raleigh 10spd bike

Inside of cage:

2008-9095 No Tag White BMX bike
2010-10679 Gray Huffy BMX x2 identical bikes
2009-27107 Yellow Huffy BMX
2010-4243 Blue/Purple/Green 10spd
2010-3369 Black Outfitter 10spd ***No property listed in computer***
2009-25807 Gray Land Rider w/auto shift
2009-22562 Gray 10spd All terrain No seat
2006-21773 No Tag Blue Shimano Outfitter w/copper tubing tied to rear
2010-17048 Chrome custom West Coast chopper frame
2010-12014 Blue/Gray Next 10spd
2009-19682 Gold BMX
2005-12793 Green Free Spirit 10spd
2009-17851 Pink Next 10spd w/black bag on handlebars
2009-14304 Blue Roadmaster 15spd
Explorer Bike Pink babies bike
2008-26575 Pink Murray bike
No Tag Chrome BMX no seat
No Tag White/Pink Next Plush bike
2008-26384 Green/Rust old style 10spd (ram handlebars)
2009-9243 Purple Next Power Climber 10spd
2008-25280 Black/Red Roadmaster 10spd
2009-1921 Black Huffy 10spd
2009-1204 Gray Roadmaster 10spd
2009-6659 Red/Blue Mt. Fury
2008-18424 Black 10spd
2008-28825 Gray/Red/Black Roadmaster 10spd
2008-30628 Silver/Black/Red Roadmaster Mt. Fury 10spd
2009-7249 Silver/Red Next 10spd
2009-7939 Green Magna 10spd
2008-30114 Orange BMX
2008-16187 Orange BMX
2009-4645 Brown BMX
2008-28819 Green BMX
2007-30610 Silver/pink 15spd
2008-2699 Silver/red Roadmaster
No Tag Blue painted over 10spd w/next seat
2007-29009 Blue Silver Mongoose BMX
2008-3799 Silver/Black Next Airmaxx xR3 10spd
2008-14214 Purple/Silver Shimano Roadmaster 10spd
2008-27645 Black/Gray striped 10spd

BICYCLE
INVENTORY

CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: Escrow Account Agreement and Instructions for financial assurance on Desert Ranches Development.

STAFF PRESENTER: C. Alton Bruce

RECOMMENDATION:

Staff recommends that Council adopt this Escrow Account Agreement and Instructions.

DISCUSSION:

Mr. Marino Godi, doing business as Coolidge 160 Holdings LLC, is preparing to develop a 20 acre site west of Nafziger Rd and immediately south of the existing KLC Ranch subdivision as 16 one-acre custom home sites. The project has proceeded through all necessary zoning and plat approvals and we have the Final Plat mylars have been signed and recorded.

Under our Subdivision Ordinance, Mr. Godi is obligated, as part of this development project, to provide financial assurances to guarantee the installation of necessary infrastructure on the site. This financial assurance can take a number of forms including a performance bond, an irrevocable letter of credit or an escrow agreement. Mr. Godi has chosen to provide an escrow agreement.

This escrow agreement has been reviewed and modified by the City Attorney's office to insure that the City is adequately protected. In most cases financial assurances are processed administratively without Council action but in this case, because it is an Agreement, the City Attorney advises that it requires Council approval. This City's obligations under this agreement are minimal other than administration which it would provide for any other form of financial assurance.

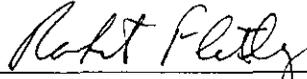
FISCAL IMPACT:

This Agreement will allow this project to proceed immediately which will result in improvement permit fees, and may result in building permit fees, impact fees, construction sales tax and ongoing increased property tax revenue.

Attachments

Escrow Account Agreement and Instructions

REVIEWED BY:

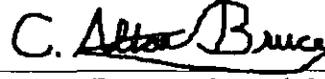


Robert Flatley – City Manager



Lisa Pannella – Finance Director

PREPARED BY:



C. Alton Bruce – Growth Mgmt. Director

**ESCROW ACCOUNT AGREEMENT
AND INSTRUCTIONS**

Date: _____, 20____

Escrow Officer: _____, of Pioneer Title Agency

This Escrow Account Agreement and Instructions ("Escrow Agreement") is entered into by and between the CITY OF COOLIDGE, ARIZONA, a municipal corporation (the "City") whose address is 130 W. Central, Coolidge, AZ, COOLIDGE 160 HOLDINGS, LLC, an Arizona Limited Liability Company ("Coolidge 160" or the "Developer" interchangeably), whose address is 7281 E Earll Drive, Suite 1, Scottsdale, AZ 85251, and PIONEER TITLE AGENCY ("Escrow Agent") whose address is 4864 E. Baseline Road, #107, Mesa, Arizona 85206, in connection with the development of a subdivision known as Desert Ranches (APNs 201-29-001Q, T, U) in Coolidge, Pinal County, Arizona ("Desert Ranches").

RECITALS

A. **WHEREAS**, pursuant to the City of Coolidge Subdivision Regulations ("Subdivision Regulations"), developers are required to provide the City with a financial guarantee to assure the completion of the required onsite improvements. Accordingly, the Developer must provide assurances for the construction of the required onsite improvements for Desert Ranches set forth on Exhibit A attached hereto ("Onsite Improvements") and an escrow account is a permissible form of assurance under the Subdivision Regulations;

B. **WHEREAS**, the City and Developer have agreed to establish an escrow account for the purposes of assuring Developer's completion of the Onsite Improvements in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

GENERAL PROVISIONS

1. **Incorporation of Recitals.** The recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.
2. **Incorporation of Exhibits.** The following documents are referred to in this Escrow Agreement and are attached hereto and made a part of this Escrow Agreement by this reference.

Exhibits

A - Onsite Improvements

B - Final Plat or Site Plan Approved/Signed January 28, 2008.

C - Letter from Pioneer Title Agency acknowledging an account in the name of the City of Coolidge, Surety Deposit for Desert Ranches in the amount of \$105, 456.50.

D. Certified Engineer's Estimate of Construction Cost for the required Onsite Improvements

3. Deposit of Funds. The Developer shall deposit with Escrow Agent the amount of One Hundred Five Thousand Four Hundred Fifty-Six and 50/100 Dollars (\$105,456.50) (the "Escrow Funds"). The Escrow Funds shall be deposited on or before December 17, 2010, in a segregated account with Pioneer Title Agency at 4864 E. Baseline Road #107, Mesa, Arizona 85206, and the Escrow Account shall be held in the name of the City.

4. Escrow Funds Interest and Restrictions. The City and Developer agree that the Escrow Funds shall be deposited in an interest bearing account ("Escrow Account") and upon completion and acceptance of the Onsite Improvements, the interest shall be disbursed as set forth in Section 5.

The Escrow Funds shall be used to pay for costs of the construction and installation of the required Onsite Improvements for Desert Ranches. The Escrow Account is evidence that funds are available for disbursement to pay for the costs and expenses of the required Onsite Improvements in accordance with the provisions of Section 5. The Escrow Funds shall not be used or pledged by the Developer for any other purpose.

5. Disbursements. City and Developer agree to the following process for payment of Escrow Funds and interest.

A. Except as otherwise provided in subsection B below, Developer shall, promptly upon its completion of a portion of the Onsite Improvements, deliver a copy of its contractor's invoice ("Payment Request") to City and Escrow Agent. The Payment Request shall be complete and with sufficient information to allow for a determination of what portion of the Onsite Improvements have been completed. Within ten (10) days after the date of delivery of the Payment Request, the City will either issue a written approval to Escrow Agent and Developer for payment to the contractor or will notify Escrow Agent and Developer in writing of the reasons for withholding approval or reducing the amount of payment approved.

B. The parties acknowledge that Developer is required to pay Arizona Water Company in advance for its work in connection with the Onsite Improvements, and, therefore, Escrow Agent shall release the funds to Arizona Water Company upon receipt from

Developer of an invoice for the cost of the work to be performed and approval by the City for payment of the same.

C. Escrow Agent shall, within five (5) days after the delivery of the payment approval from the City, pay to the payee the amount approved by the City and shall provide written confirmation of such payment to City and Developer.

D. In the event the City fails to approve all or a portion of the Payment Request, the City and Developer shall meet and attempt in good faith to resolve to their mutual satisfaction any objections by the City to a proposed disbursement submitted by Developer. If a resolution is reached between the City and Developer, the City shall notify the Escrow Agent in writing of the amount of approved payment. The parties acknowledge and agree that Escrow Agent shall only disburse payment to a payee after receipt of written approval from the City setting forth the amount of the approved payment.

E. Upon completion and acceptance of the Onsite Improvements by the City in writing, the Developer shall make a written request to Escrow Agent and the City for payment of any accrued interest. The request for payment of accrued interest shall include proof that all liens arising out of the Onsite Improvements have been released, or in the alternative, shall provide Escrow Agent and the City with receipts in full covering all labor, materials and equipment for which a lien could be filed. Provided Developer is not in default under this Escrow Agreement and provided that no liens or stop notices have been filed against the Onsite Improvements, and upon written approval from City, Escrow Agent shall disburse all accrued interest within thirty (30) days after receipt of Developer's request for payment.

F. Developer expressly acknowledges and agrees that it is responsible for the completion of the Onsite Improvements at its sole cost and expense and that if the costs of the Onsite Improvements exceed the amount of the Escrow Funds, Developer shall be responsible for the costs of completion of the Onsite Improvements from its separate funds. In addition, the City shall be entitled to further financial assurances from Developer in connection with the completion of the Onsite Improvements.

G. If the Escrow Funds exceed the costs of the Onsite Improvements, upon completion and acceptance of the Onsite Improvements by the City in writing, the Developer shall make a written request to Escrow Agent and the City for payment of any excess Escrow Funds. The request for payment of the excess Escrow Funds shall include proof that all liens arising out of the Onsite Improvements have been released, or in the alternative, shall provide Escrow Agent and the City with receipts in full covering all labor, materials and equipment for which a lien could be filed. Provided Developer is not in default under this Escrow Agreement and provided that no liens or stop notices have been filed against the Onsite Improvements, and upon written approval from City, Escrow Agent shall disburse any excess Escrow Funds within thirty (30) days after receipt of Developer's request for payment.

6. **Notices.** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or upon confirmed facsimile transmission, as of the second business day after mailing by United States mail, postage prepaid, return receipt requested, or upon the next business day if delivered by Federal Express or similar overnight delivery system, addressed as follows:

IF TO THE CITY:

City of Coolidge
130 W. Central Avenue
Coolidge, Arizona 85128
Phone: (520) 723-5361
Facsimile: (520) 723-7910

IF TO DEVELOPER:

Coolidge 160 Holdings, LLC
7281 E. Earll Drive, Suite 1
Scottsdale, Arizona 85251
Facsimile: (480) 946-8483

ESCROW AGENT

Pioneer Title Agency
4864 E. Baseline Road #107
Mesa, Arizona 85206
Phone: (480) 830-9465
Facsimile: (866) 813-3216

7. **Termination of Obligation.** The Escrow Account will terminate on the disbursement of all Escrow Funds and accrued interest in accordance with the terms of this Escrow Agreement.

8. **Required Improvements.** The Onsite Improvements governed by this Escrow Agreement and the Escrow Account are set forth in Exhibit A of this Escrow Agreement.

9. **Attorney's Fees.** In the event suit is brought or an attorney is retained by any party to this Escrow Agreement to enforce the terms of this Escrow Agreement or to collect any monies due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy,

reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

10. **Effective Date.** This Escrow Agreement shall be effective when executed by both parties and the City receives written documentation from Escrow Agent evidencing that: (1) funds in the amount of \$105,456.50 were deposited in a segregated account; (2) the account is in the name of the City of Coolidge as deposit for Desert Ranches' required Onsite Improvements; and (3) the deposited funds shall not be disbursed unless approved/released by the City in accordance with the terms of this Escrow Agreement.

11. **Entire Agreement.** This Escrow Agreement, including the Exhibits referenced in Section 2, constitutes the entire Agreement between the parties hereto with respect to the matters covered hereby and supersedes all prior agreements, arrangements and understandings between the parties, and no other agreement, statement or promise made by any of the parties hereto that is not contained herein shall be binding or valid. This Escrow Agreement may be amended only by written document signed by each of the parties hereto.

12. **Headings.** The description headings of the paragraphs of this Escrow Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

13. **Severability.** Whenever possible, each provision of this Escrow Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Escrow Agreement is declared void or unenforceable, the provisions shall be severed from this Escrow Agreement, the remainder of the Agreement shall otherwise remain in full force and effect, provided that the overall intent of the parties is not materially vitiated by such severability.

14. **Governing Law; Venue.** This Escrow Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. The parties agree that should any court action be commenced relating to this Escrow Agreement, that the Pinal County Superior Court shall be the appropriate and exclusive venue therefore. The parties expressly waive any and all provisions of law providing for a change of venue to any other state or federal court.

15. **Authority.** The Developer represents and warrants to the City (1) that it is duly formed and validly existing under the laws of the State of Arizona; and (2) that the individual executing this Escrow Agreement on behalf of the Developer is authorized and empowered to bind the Developer.

16. **Indemnity.**

A. To the extent permitted by law, the City and Developer agree to indemnify and hold harmless the other party and its respective officials, employees, representatives and agents for and against liabilities, causes of action, claims, damages, demands,

costs, penalties and expenses (including reasonable attorney's fees) relating to personal injury or damage arising solely out of the negligent acts or omissions of the indemnifying party in connection with their respective duties under this Escrow Agreement. The City and Developer each agree that it shall give the other party reasonable notice of claims made or suit instituted against it, which could result in a claim for indemnification above.

B. City and Developer understand and agree that Escrow Agent shall have no liability in connection with this Escrow Agreement except for the disbursement of the Escrow Funds and accrued interest in accordance with the terms hereof and except for its willful acts and gross negligence. The City and Developer agree to indemnify and hold Escrow Agent harmless for, from and against all costs, damages, attorney's fees and expenses arising as a result of or related to this Escrow Agreement or the disbursement of the Escrow Funds and accrued interest.

17. **Binding Effect.** This Escrow Agreement shall be binding upon and insure to the benefit of the parties and their respective heirs, personal representative, successor and assigns.

18. **Counterparts.** This Escrow Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

19. **Interpretation of Agreement.** The parties have each been involved in the negotiation of this Agreement and its language, and hereby expressly waive the application of any rule of law that interprets ambiguity against the party or its attorney that drafted the Agreement.

20. **Waiver of Terms and Conditions.** The failure of any party to this Escrow Agreement to insist in any one or more instances on performance of any of the terms or conditions of this Escrow Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges and they shall remain in full force and effect.

21. **Conflict of Interest.** This Escrow Agreement is subject to the cancellation provision for conflicts of interest pursuant to A.R.S. §38-511.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

COOLIDGE 160 HOLDINGS, LLC,
an Arizona limited liability company

By: _____

Its: _____

City of Coolidge, Arizona,
an Arizona municipal corporation

By: _____
Mayor

Pioneer Title Agency

By: _____

Its: _____

CITY OF COOLIDGE
City Council Action Form

SUBJECT: Motorola Service Agreement Contract Renewal

STAFF PRESENTER: Joe Brugman, Chief of Police

RECOMMENDATION: Staff recommends that the City of Coolidge renew the contract with Motorola for service on the Police Department Dispatch Center, Base Radios, and new Repeaters for the Police, Fire, and Public Works Departments. The contract amount is \$9573.24 for the final six months of the FY 10/11 budget year.

DISCUSSION: This is a modification of the Motorola Service Agreement that was in place last year, with the addition of the new radio equipment for the police, fire, and public works repeater system. This contract covers the PD base radios, control stations, and dispatch consoles, and main radio infrastructure as well as the repeaters for police, fire, and public works. The contract will expire 6/30/2011 at which time a new 12 month contract will be presented that will be in line with our fiscal budget year. These funds were budgeted in the police departments FY10/11 budget.

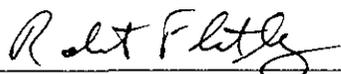
FISCAL IMPACT:

These funds were budgeted in the police departments FY10/11 budget for radio maintenance.

Attachments:

Copy of Contract

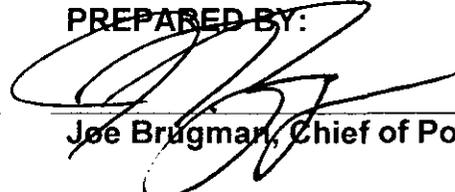
REVIEWED BY:



Robert Flatley, City Manager


Lisa Pannella, Finance Director

PREPARED BY:



Joe Brugman, Chief of Police
December 28, 2010



SERVICE AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001014319
 Contract Modifier: RN18-FEB-10 12:23:33
 Supersedes Agreement(s):

Date: 12/28/2010

Company Name:	Coolidge, City Of
Attn:	
Billing Address:	911 S Arizona Blvd
City, State, Zip:	Coolidge, AZ 85228
Customer Contact:	
Phone:	
Fax:	

Required P.O.: No
 Customer #: 1011943398
 Bill to Tag #: 0007
 Contract Start Date: 01/01/2011
 Contract End Date: 06/30/2011
 Anniversary Day: Dec 31st
 Payment Cycle: MONTHLY
 Tax Exempt: Pays All Taxes
 PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
	SVC01SVC1108C	INFRASTRUCTURE REPAIR		
1	SVC261AB	ENH: CONVENTION SITE	\$38.10	\$228.60
3	SVC263AB	ENH: CONVENTIONAL STATION - ASTRO	\$106.65	\$639.90
3	SVC263AB	ENH: CONVENTIONAL STATION - ASTRO	\$106.65	\$639.90
3	SVC264AB	ENH: CONVENTIONAL OERATOR POSITION	\$114.30	\$685.80
3	SVC725AB	MTR2000	\$108.00	\$648.00
3	SVC719AB	MTR2000	\$108.00	\$648.00
1	SVC455AE	ENH: DISPATCH SITE	\$0.01	\$0.06
	SVC01SVC1423C	LOCAL RADIO SUPPORT SERVICE		
3	SVC377AE	ENH: XTL5000 CONSOLETTTE	\$10.83	\$64.98
	SVC01SVC1424C	ONSITE INFRASTRUCTURE RESPONSE WITH LOCAL DISPATCH SERVICE		
1	SVC218AD	SITES-NONCONVENTIONAL	\$170.00	\$1,020.00
6	SVC219AD	STATIONS	\$459.00	\$2,754.00
3	SVC220AD	OPERATOR POSITIONS	\$204.00	\$1,224.00
1	SVC992AA	DISPATCH CENTER LOCATION	\$170.00	\$1,020.00

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$ 1,595.54	\$ 9,573.24
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$1,595.54	\$9,573.24
Taxes	-	-
Grand Total	\$ 1,595.54	\$ 9,573.24
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.		

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
SHORES COMMUNICATIONS	GLOBE	AZ
SHORES COMMUNICATIONS	GLOBE	AZ

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
 Digitally signed by Miguel Lombana Date: 2010.12.28 11:03:42 -07'00'	CSM	12-28-2010
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
MIGUEL LOMBANA	602-763-6325	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

Service Terms and Conditions

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola

may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

Addendum to Motorola Service Agreement

The following provisions are incorporated in and made a part of the Service Agreement ("Agreement") between the City of Coolidge, Arizona and Motorola dated December 28, 2010.

Section 16 of the Agreement is deleted in its entirety and replaced with the following Section 16:

16. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will take reasonable measures to safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property that is caused solely by the negligence or willful misconduct of Customer, its employees or agents, and return it to Motorola upon request. This property will be held by Customer for Motorola's charge and may be removed from Customer's premises by Motorola at any time without restriction.

The following will be added to Section 17, General Terms:

17.9 FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Motorola acknowledges, by signature to this Agreement, that: Motorola is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Motorola's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

17.10 UNDOCUMENTED WORKERS: Motorola understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Motorola hereby warrants to the City that Motorola and each of its subcontractors, if any, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A).

17.11 CONFLICT OF INTEREST. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. Section 38-511.

17.12 SCRUTINIZED BUSINESS OPERATIONS. In signing this Agreement, Motorola certifies pursuant to ARS §35-391 that it does not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that it does not have scrutinized business operations in Iran.

City of Coolidge

Motorola

By: _____

By: _____

Mayor

Its: _____

Date: _____

Date: _____

CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: Respond to Proposals for Lots in the Coolidge Industrial Park	STAFF PRESENTER: C. Alton Bruce
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RECOMMENDATION:

Staff recommends that Council approve the remaining proposal and authorize staff to negotiate a Conveyance and Development Agreement with the proposer. Such Agreement will be brought back to Council for final approval.

DISCUSSION:

The City advertised for Requests for Proposals for two parcels in the Coolidge Industrial Park (see attachment for details) in the Coolidge Examiner on November 3 and November 10, 2010 with submittals due on November 19, 2010. These proposals were brought to Council on December 13 but action on Parcel B was tabled due to the fact that the representative of the proposer was unable to attend the Council meeting.

Parcel A is an approximately 3 acre parcel immediately to the south and west of property currently owned and used by Bright International as part of its cosmetics manufacturing business. Council at its December 13 meeting voted to approve this proposal and directed staff to arrange for an appraisal of the property and to negotiate a Conveyance and Development Agreement with Bright International for this lot.

Parcel B is Lot 3 of the existing Industrial Park and is located on the north side of Industrial Drive. It is the only remaining City-owned parcel in the currently developed Industrial Park and is approximately 2.6 acres in size. The only proposal received for Parcel B was from the Law Offices of Gary D. Hays on behalf of Steven Hendrix and Hendrix Recycling. The proposal for Parcel B involves a land swap that would result in the City acquiring ownership of the current Hendrix Recycling property at Coolidge Avenue and 1st St. which is made up of 5 parcels totally approximately 1 acre. The current metal recycling business at this location operates on a Conditional Use Permit that is set to expire in the next few months. This land swap would result in the relocation of this problematic but worthwhile business to a much more appropriate location and would allow the City to greatly improve the appearance of one of the major gateways to our Historic Downtown. These parcels will then be available to the City to develop for its own purposes (e.g. parking, open space, a City facility) or could be advertised for resale to a user more in keeping with downtown revitalization plans.

At the direction of Council, staff will proceed to negotiate Conveyance and Development Agreements with these proposers incorporating the commitments made in their proposals and including any additional requirements the Council wishes to propose. Such Agreements would be brought back to Council for final approval.

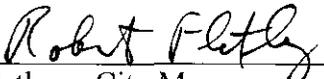
FISCAL IMPACT:

For Parcel B
Support of an existing employer
The opportunity to promote the redevelopment of the Historic Coolidge Downtown.

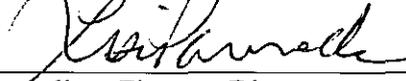
Attachments

- Public Notice of Intent to Sell Real Property
- Proposals and bid sheet from November 19 opening

REVIEWED BY:

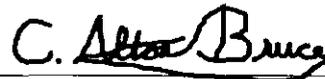


Robert Flatley – City Manager



Lisa Pannella – Finance Director

PREPARED BY:



C. Alton Bruce – Growth Mgmt. Director

**Coolidge Industrial Development Authority Applicants
April 2009**

Ray Murrieta – sitting member
Neil B. Woodbury – sitting member
David P. Nulton – new applicant
David Bates – new applicant

**PUBLIC NOTICE
INTENTION TO SELL REAL PROPERTY**

NOTICE is hereby given that the City of Coolidge, a municipal corporation, will accept written sealed bids pursuant to A.R.S. Section 9-402 for the purchase of the following real property:

Two distinct parcels located in or adjacent to the Coolidge Industrial Park. These two parcels are:

Parcel A described as follows:

Legal Description

Portions of land located in Section 29, Township 5 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a car axel marking the East Quarter Corner of Section 29, from whence the Southeast Corner of Section 29 bears South 0 degrees 20 minutes 47 seconds West a distance of 2639.48 feet, thence South 89 degrees 21 minutes 02 seconds West along the East-West mid section line a distance of 509.38 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 21 minutes 02 seconds West along the said mid section line a distance of 343.22 feet to a point;

Thence South 00 degrees 10 minutes 44 seconds West a distance of 380.00 feet to a point;

Thence North 89 degrees 21 minutes 02 seconds East a distance of 343.22 feet to point;

Thence North 00 degrees 10 minutes 44 seconds East a distance of 380.00 feet to the POINT OF BEGINNING;

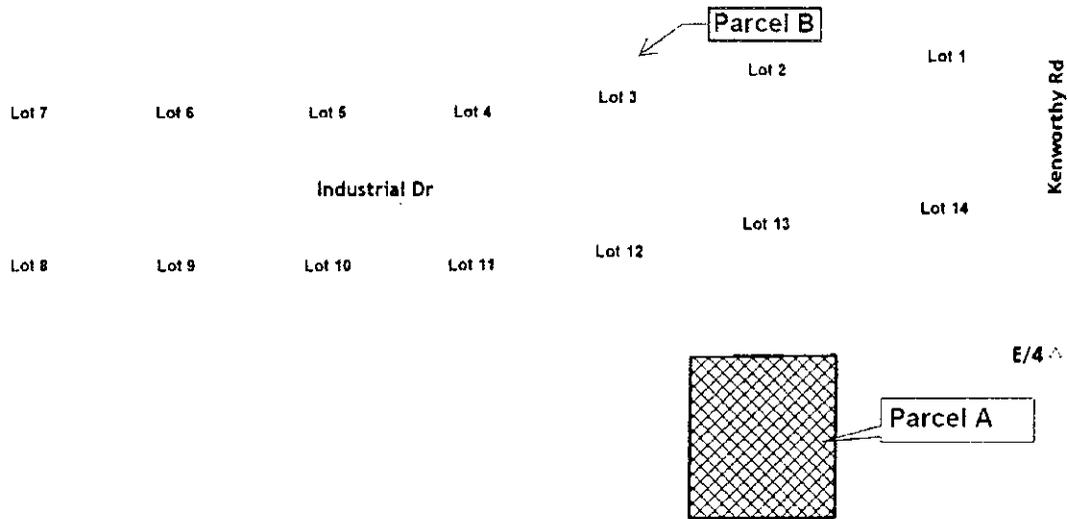
Comprising an area of 2.99 Acres, more or less.

Parcel B described as follows:

Legal Description

Lot 3 of the Coolidge Industrial Park, a portion of land situated in the NE ¼ of Section 29, Township 5 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona,

Property is located along the west side of Kenworthy Road, south of Coolidge Avenue in Coolidge, Pinal County, Arizona.



Bid proposals shall include, at a minimum:

- The price, per acre, to be paid for the property
- The intended use of the lots
- Details and a schedule for planned on and off-site improvements to the property including number, square footage, construction type
- The projected number and type of job opportunities that will result from the planned improvements along with approximate pay scales

The City of Coolidge, Arizona shall retain the right to reject any or all bids made for said properties. All bids shall be made in sealed envelopes indicating the name, address and telephone number of the bidder, and marked "Sealed Bid – Parcel A – Industrial Park" or "Sealed Bid – Parcel B – Industrial Park". All bids must be received by the City at its offices located at 130 W. Central Avenue, Coolidge, Arizona 85228 no later than 3:00 p.m., Friday, November 19, 2010 whereupon they will be opened and considered by the City. The successful bid, if any, will be selected on the basis of the total economic benefit to the City including the price offered, proposed job creation, expected tax revenues and economic development impact.

Persons with disabilities needing special accommodation may contact the City's ADA Coordinator at (520)-723-5361 or TDD (520)-723-4652, if possible 72 hours in advance.

No. of publications: 2
Coolidge Examiner
November 3, 2010
November 10, 2010

The Law Offices of

GARRY D. HAYS, PC

November 19, 2010

Re: Sealed bid Parcel B, Industrial park, Coolidge

To whom it may concern:

This firm represents Steven Hendrix and Hendrix Recycling ("Hendrix"), 120 W. Coolidge Avenue, Coolidge, AZ, Parcel #'s 205-14-01004, 205-14-00808, 205-14-00600, 205-05-085A0 ("Hendrix Properties"). This letter will serve as Hendrix's official bid for Parcel B industrial park, in accordance with the Public Notice published in the Coolidge Examiner on November 3rd and 10th, 2010. The following information represents Hendrix's bid for the purchase of the real property described in the Public Notice as Parcel B.

As you may be aware, Hendrix owns and operates a metal recycling facility at the Hendrix Properties. The facility has operations on both sides of the street. This location is one of the prime sites in the entire City of Coolidge. Hendrix's current property is the gateway to the city and can set the tone for the street. Hendrix Properties' economic development potential is almost limitless. City control of the Hendrix Properties will be a huge boom to the City's real estate portfolio. Hendrix's current facility does not utilize the highest and best use of the property and should be located in the industrial park. For the above reasons, Hendrix proposes transferring the Hendrix Properties for Parcel B in an even exchange.

If the city decides to exchange the properties, Hendrix intends to use Parcel B in the same manner and for the same purposes that the Hendrix Properties is being used. This will include the sorting, bailing, and shipping of recyclable metals.

The improvements proposed will include conformance with the city's development guidelines for an industrial area. Because of the nature of the business, a scale will need to be installed into the ground, as well as the movement of the portable building from Hendrix Properties and Parcel B.

The amount of jobs created at this site will be similar to the current location of the business, but will be expanded over the next few years, due to Parcel B being a larger site. There will be approximately eight jobs with pay between \$10/hr to \$25/hr.

Thank you and do not hesitate to contact me with any questions.



Garry Hays
Law Offices of Garry D. Hays, PC

CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: Assignment of Conveyance and Development Agreement – Coolidge Industrial LLC	STAFF PRESENTER: C. Alton Bruce
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RECOMMENDATION:

Staff recommends adoption of this amendment

DISCUSSION:

This assignment is necessary as a change in ownership in Coolidge Industrial LLC. Coolidge Industrial LLC assumed the obligations of the original Conveyance and Development Agreement for Lot 2 in the Coolidge Industrial Park from Jerry Davenport in March of 2006. One of the original principals in the LLC (Gerald Remalkus) is no longer associated with the Company; the other principal in the LLC, Jim Ryder, will be the sole party representing the company.

FISCAL IMPACT:

No specific fiscal impact.

Attachments

- Second Assignment of Conveyance and Development Agreement**
- First Assignment of the Conveyance and Development Agreement**
- Conveyance and Development Agreement**

REVIEWED BY:

Robert Flatley

Robert Flatley – City Manager

Lisa Pannella

Lisa Pannella – Finance Director

PREPARED BY:

C. Alton Bruce

C. Alton Bruce – Growth Mgmt. Director

ASSIGNMENT AND ASSUMPTION OF CONVEYANCE AND DEVELOPMENT AGREEMENT

This Assignment and Assumption of Conveyance and Development Agreement (the "Assignment") is made this ____ day of _____, 2010, by and between GERALD K. REMAKLUS, a married man dealing with and binding his community property and JIM D. RYDER, a single man (collectively "Assignors") and COOLIDGE INDUSTRIAL, LLC ("Assignee") and the CITY OF COOLIDGE, a municipal corporation (the "City").

RECITALS

A. On November 13, 2001, Jerry Bonneal Davenport ("Davenport") entered into a Conveyance and Development Agreement ("Conveyance Agreement") with the City for the conveyance and development of approximately 2.88 acres, more particularly described as Lot 2 in the Coolidge Industrial Park and located at 1310 W. Industrial Drive, Coolidge, Arizona ("Property"). The Conveyance Agreement was recorded on January 18, 2002 in Fee No. 2002-002727 Official Records of Pinal County Recorder, Pinal County, Arizona and is attached hereto as Exhibit A hereto and is incorporated herein by this reference.

B. On March 27, 2006, Davenport assigned his interest in the Conveyance Agreement to Assignors pursuant to that certain Assignment and Assumption of Conveyance and Development Agreement ("First Assignment"). The First Assignment is was recorded on April 3, 2006 in Fee No. 2006-047446 Official Records of Pinal County Recorder, Pinal County, Arizona and is attached hereto as Exhibit B.

B. Assignors now desire to assign to Assignee all of Assignors' rights and interest under the Conveyance Agreement and Assignee desires to assume all of Assignors' rights and interest in the Conveyance Agreement

C. The City consents to this Assignment of the Conveyance Agreement subject to certain conditions set forth more fully herein.

D. The parties to this Assignment desire to clearly set forth the terms of the assignment and assumption of Assignors' rights and interest under the Conveyance Agreement, and the terms of the City's consent thereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Assignment, the parties hereby agree as follows:

1. Assignment. Upon recording of the vesting deed conveying title to the Property to the Assignee, Assignors assign and convey to Assignee all of Assignors' right and interest in the Conveyance Agreement.

2. Assumption. Assignee warrants and agrees:

a. To assume and fulfill all covenants and obligations of the "Buyer" under the Conveyance Agreement after the close of escrow on the Property.

b. To indemnify, pay, defend and hold Assignors harmless from all obligations, causes of action and any costs (including, without limitation, reasonable attorneys' fees) incurred in connection with the Conveyance Agreement, arising out of any alleged breach of the Conveyance Agreement by Assignee alleged to occur after the close of escrow on the Property and the execution of this Assignment.

c. Assignee thoroughly investigated to its full satisfaction all aspects of the Conveyance Agreement.

3. Consent of City. The City consents to this Assignment subject to the following conditions which Assignee agrees to satisfy:

a. Assignee shall contribute a total investment of at least \$200,000.00 in the construction of a stand alone industrial building containing between 8,000 and 10,000 square feet of space on the Property (the "Project").

b. Assignee shall complete construction of the Project within eight (8) months following Assignee's receipt of a building permit from the City.

c. Assignee shall have within three (3) months of compliance with Section 3(a) and (b) above, at least, six (6) full-time employees with an average wage (excluding the top two salaries paid) of no less than \$8.00 per hour starting salary.

d. Nothing contained in the Assignment or in the Conveyance Agreement shall prohibit Assignee's future sale or conveyance of the Property after Assignee's satisfaction of the terms of Section 3(a) through 3(c), hereof. Upon Assignee's satisfaction of the terms set forth in Section 3(a) through 3(c), and upon a written request from Assignee, the City agrees to provide written confirmation of Assignee's satisfaction of said terms.

4. Entire Agreement. This Assignment constitutes the entire agreement between the parties related to the assignment of the Conveyance Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, whether

oral or written, are superseded by and merged in this Agreement. In the event of any conflict or inconsistency between the Conveyance Agreement and this Assignment, the provisions of this Assignment shall prevail.

5. Modification of Agreement. No modification or amendment of this Assignment shall be binding on the parties unless in writing and signed by all parties.

6. Binding. This Assignment, and all of its terms, shall inure to the benefit of and bind the heirs, personal representatives, successor and assigns of each of the parties.

7. Waiver. No waiver by any of the parties of any provision of this Assignment or Conveyance Agreement or any breach of this Assignment or Conveyance Agreement by any party shall be deemed to waive any other provision of this Assignment or Conveyance Agreement, or of any subsequent breach of the Assignment or Conveyance Agreement.

8. Venue and Jurisdiction. This Assignment shall be construed in accordance with the laws of the State of Arizona, and the Pinal County Superior Court shall be the proper and exclusive venue for any litigation arising out of this Assignment.

9. Attorneys' Fees. If any party hereto breaches any provision of this Assignment, the breaching party shall pay all reasonable attorneys' fees and other costs and expenses incurred by the non-breaching party in enforcing this Assignment regardless of whether a lawsuit is actually filed by the non-breaching party. If a lawsuit is brought by any party based on this Assignment or breach thereof, the prevailing party shall recover their reasonable attorneys' fees and other costs incurred in enforcing this Assignment.

10. Invalidity of Portion. If any provision of this Assignment is declared unenforceable, such provision shall be deemed severed from the Assignment and the other provisions of the Assignment shall remain in full force and effect.

11. Recordation of Assignment. In accordance with A.R.S. §9.500.05, this Assignment or any subsequent amendment hereof shall be recorded in its entirety in the official records of the Pinal County Recorder, State of Arizona no later than ten (10) days from the date of its execution by the City. The terms of this Assignment shall not be merged in any deed but may be enforced independently.

12. Cancellation. This Assignment is subject to the cancellation provisions of A.R.S. §38-511.

13. Execution. This Assignment may be executed in counterparts, each of which shall constitute an original and, when combined with other counterparts, shall constitute one instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto on the date appearing below each party's signature.

ASSIGNORS:

ASSIGNEE:

Coolidge Industrial, LLC, an
Arizona limited liability company

Gerald K. Remaklus

By: _____
Print name: _____
Its: _____

Jim D. Ryder

**THE CITY OF COOLIDGE'S CONSENT
TO THE ASSIGNMENT OF THE CONVEYANCE
AGREEMENT:**

CITY:

CITY OF COOLIDGE,
a municipal corporation

By: _____
Thomas R. Shope
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

STATE OF ARIZONA)
)ss.
County of Pinal)

On this ____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared Thomas R. Shope, who acknowledged himself to be the Mayor of the City of Coolidge, a municipal corporation of the State of Arizona, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Coolidge by himself as Mayor.

It witness whereof I hereunto set my hand and official seal.

Notary Public

Notary Seal and Expiration Date:

STATE OF ARIZONA)
)ss.
County of _____)

On this ____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared Gerald K. Remaklus, who executed the foregoing instrument for the purposes therein contained.

Notary Public

Notary Seal and Expiration Date:

STATE OF ARIZONA)
)ss.
County of _____)

On this ____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared Jim D. Ryder, who executed the foregoing instrument for the purposes therein contained.

Notary Public

Notary Seal and Expiration Date:

STATE OF ARIZONA)
)ss.
County of _____)

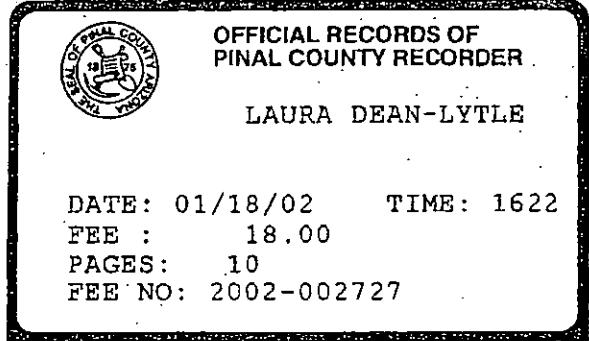
On this ____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared _____, who acknowledged himself to be the _____ of Coolidge Industrial, LLC, an Arizona limited liability company, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Coolidge Industrial, LLC by himself as _____.

It witness whereof I hereunto set my hand and official seal.

Notary Public

Notary Seal and Expiration Date:

Exhibit A



10
Fitzgibbons W/C
When recorded, mail to:

Lisa Pannella
City Clerk/Treasurer
City of Coolidge
P.O. Box 1498
Coolidge, AZ 85228

CONVEYANCE AND DEVELOPMENT AGREEMENT

This Conveyance and Development Agreement (the "Agreement") is made and entered into to be effective on 11/13/01, by and between the City of Coolidge, a municipal corporation, (hereafter designated as "City"), and Jerry Bonneal Davenport, a single man (hereinafter called "Buyer").

CONVEYANCE AND DEVELOPMENT AGREEMENT

This Conveyance and Development Agreement (the "Agreement") is made and entered into to be effective on 11/13 2001, by and between the CITY OF COOLIDGE, a municipal corporation, (hereafter designated as "City"), and Jerry Bonneal Davenport, a single man (hereinafter called "Buyer").

RECITALS

A. The City is the owner of certain real property located at Coolidge, Arizona, consisting of approximately 2.88 acres (the "Property"), more specifically described as Lot 2 in the Coolidge Industrial Park, according to the Plat of Record in the Office of the County Recorder of Pinal County, Arizona, and addressed as 1310 West Industrial Drive.

B. The Buyer desires to purchase the Property from the City in order to construct and operate a facility for the purpose of manufacturing, fabricating, and warehousing aluminum products (the "Project").

C. The City has solicited bids for the purchase of the Property pursuant to law and has approved the bid of the Buyer as the highest and best purchase bid, subject to the terms of the call for bids and of this Agreement.

D. This Agreement is entered into by the City pursuant to authority in A.R.S. §9-500.05 (pertaining to development agreements).

E. The parties have entered into a Vacant Land Purchase Contract dated October 12, 2001 ("Purchase Contract"). To the extent any provision in this Agreement conflicts with the terms and provisions of the Purchase Contract, the terms and provisions of this Agreement shall control.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

CONVEYANCE OF PROPERTY

1.1 **Agreement to Purchase.** The City will sell the Property to Buyer and Buyer will purchase the Property from the City at the purchase price set forth below and on the terms, covenants, and conditions set forth in this Agreement.

1.2 **Purchase Price.** The City and Buyer agree that the purchase price to be paid by the Buyer for the Property shall be \$8,680.56 per acre, for a total of \$25,000.00 (the "Purchase Price").

1.3 **Schedule of Purchase Payment.** The Buyer agrees to pay the full purchase price \$25,000.00 in cash or certified funds prior to the close of escrow.

1.4 **Schedule of Performance.** Notwithstanding any contrary provisions contained in this Agreement, the Buyer and the City, agree to the following Schedule of Performance, which constitute material consideration for and conditions of this Agreement:

1.4.1 Not later than 180 days, after the close of escrow, the Buyer shall apply for a building permit and no later than the first day of the fourteenth month following have built, have in operation, and have employed the following:

a. Contribute a total investment of at least \$20,000.00 in the construction of an industrial building and contents necessary for the business to function, containing not less than 4,000 square feet of space.

b. Have in his employment within three (3) months of compliance with 1.4.1 and 1.4.1 (a) above six (6) full-time employees with an average wage (excluding the top two salaries paid) of no less than \$6.00 per hour starting salary.

1.4.2 The failure of the Buyer to satisfy this condition (Section 1.4.1) shall result in:

a. For the failure to meet the condition of 1.4.1(a), the City will have the option of taking back the title of the property, and the City shall refund the sum of \$25,000.00 of the amount paid to the City per paragraph 1.3 to the Buyer, or an amount not to exceed the appraised value of the property with any improvements thereon, appraised as of the date of the City's notice to Buyer described in this subparagraph; and the Buyer shall sign any and all documents necessary to provide the City with clear and unencumbered title to the Property. Prior to exercising this option, the City will give the Buyer sixty (60) days written notice.

b. In the event that the City has conveyed title to the Property to the Buyer, but that the Buyer has not satisfied the condition of Section 1.4.1(b) above, then at the option of the Buyer and written concurrence of the Seller, the purchase price payable by the Buyer for the Property shall be increased by a sum equal to \$100.00 per acre for not employing or for not meeting the wage requirement so stated. If payable under the condition stated in this paragraph, the additional purchase price shall be paid by the Buyer in a lump sum on or before the first day of the seventeenth (17) month following issuance of the building permit or three (3) months after the start of business operations, whichever is earlier.

1.4.3 The Buyer may not sell, assign, transfer or convey any of its rights under the terms of the Agreement until the Buyer has fully met the conditions of paragraph 1.4.1 of this Agreement.

1.4.4 The Property is served by a water (8" main and 5/8" line) and sewer to the property line, and underground electric and communication conduits are in place. Industrial Drive is an asphaltic concrete paved street with rolled curb and gutter.

1.4.5 In the event that the Buyer disputes any notice of default given by the City under the terms of this Agreement, the Buyer may appeal the notice to the City Council for a hearing and determination whether such default has occurred. The Buyer must file his appeal within fifteen (15) business days of the City's notice of default.

1.5 Term of Deed. The City shall convey fee title to the Buyer by Special Warranty Deed. Fee title shall be conveyed subject to any easements reserved on, over, across, and under the Property for street rights-of-way, vehicular ingress and egress, parking, utility requirements, and access to privately owned adjacent properties, as more particularly identified in the Final Industrial Park Plan which have been agreed upon by the parties ("Easements").

1.6 Condition of Title. Fee title to the Property shall be conveyed to Buyer free of any liens, encumbrances or other exceptions to title except as provided in Section 1.5 of this Agreement. The Property conveyed by the City to the Buyer shall be insurable by a standard owner's policy of title insurance issued by a title company approved by both parties, paid for by the City.

1.7 Condition of Property. Except as provided for in Section 1.5 of this Agreement, the Property shall be conveyed by City to Buyer in an "AS IS" condition, without warranty, express or implied by the City as to the condition of the soil, its geology, or the presence of known or unknown faults or hazardous or toxic materials. The parties acknowledge that the terms and conditions of A.R.S. §11-806.03 pertaining to land disclosure affidavits only apply to non-subdivided land located in an unincorporated area of a county and do not apply to this conveyance.

1.8 Hazardous and/or Toxic Materials. Buyer agrees to indemnify, defend and hold the City harmless from all damages, losses, liabilities, penalties, claims, litigation, demands, defenses, judgements, suits, proceedings, costs, disbursements or expenses of any kind or nature whatsoever, including, without limitation, attorney fees and court costs which may at any time be imposed upon, incurred by or asserted or awarded against the City and arising from or out of all environmental conditions relative to the Property which are caused or generated by hazardous and/or toxic materials stored, transported, utilized, disposed, managed, or released by Buyer or any representative or agent of Buyer. The City agrees to indemnify, defend and hold Buyer harmless from any and all damages, losses, liabilities, demands, claims, actions, assessments or disbursements arising from or out of hazardous and/or toxic materials which exist on the Property as of the date of conveyance of the Property to Buyer and which were caused by the City. Any provisions to the contrary in the Purchase Contract, including lines 348-352, are superceded by this Agreement and, therefore, null and void.

ARTICLE II

BUYER COVENANTS

2.1 Compliance with Local Laws. The obligations, approvals and other actions by the City under this Agreement are the exercise of development powers for the purpose of compliance with the development considerations expressed in this Agreement, and as the current owner of the Property, and this is not an agreement of the City, a municipality exercising regulatory powers. The

Buyer acknowledges and agrees it must comply with all land use regulations, codes and laws affecting the acquisition, ownership, use, improvement and development of the Property. Nothing in this Agreement constitutes or shall be construed as providing Buyer with an exemption or grant of a variance from applicable codes and laws. The City acknowledges that the Project as outlined in the Scope of Development complies with and is permitted by the existing zoning on the Property.

2.2 Prohibition Against Changes in Ownership, Management and Control of Buyer.

The Buyer represents and acknowledges that its purchase of the Property and other obligations pursuant to this Agreement are, and will be, for the purpose of development of the Property and not for speculation in landholding. The Buyer further acknowledges that the qualifications and identity of the Buyer are of significant concern to the City. The Buyer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with Buyer. As such, no voluntary successor in interest of Buyer may acquire any rights or powers under this Agreement except as specifically authorized in writing by the City. Notwithstanding the foregoing, the parties acknowledge Buyer's right to convey its interest in the Agreement and in the Project to an Arizona business entity in which Buyer or the principal of Buyer is the primary owner thereof.

ARTICLE III

BUYER DEFAULT

3.1 **Events Constituting Default.** Buyer shall be deemed to be in default under this Agreement if any of the following events occur and are not cured within the time periods set forth below:

3.1.2 **Assignment.** The Buyer assigns or attempts to assign this Agreement or any rights hereunder in violation of this Agreement or there is a change in the ownership of the Buyer which is not permitted under this Agreement or if the Buyer fails to remedy the breach within thirty (30) days after delivery of notice thereof from the City ("Buyer Transfer Default"); or

3.1.2 **Breach of Obligation.** The Buyer breaches any obligations required to be performed by Buyer hereunder, including without limitation, the failure to comply with the Schedule of Performance ("Buyer Performance Default") and such breach continues for a period of sixty (60) days after written notice thereof from the City pursuant to paragraph 3.3.1.

3.2 **Remedies:**

3.2.1 **Transfer Default.** In the event of a Buyer Transfer Default as described in paragraph 2.2 above, then title to the Property shall automatically revert to the City upon the City delivering written notice of said default pursuant to Section 3.3.1 of this Agreement, subject to the refund provisions of paragraph 1.4.2 above, and, in that event, Buyer agrees to provide City with any and all documents necessary to provide the City with clear and unencumbered title to the Property.

3.2.2 Buyer Performance Default. In the event of a Buyer Performance Default and the breach is not cured as provided for in Subsection 3.1.2, then the City shall have the right but not the obligation to repurchase the Property as provided for in Section 3.3 below.

3.3 Right to Repurchase. In the event of a Performance Default by Buyer or by any successor-in-interest to Buyer, including any Mortgagee who acquires title through foreclosure, then the City shall have the option of repurchasing the Property, provided the following conditions are satisfied:

3.3.1 Notice of Default. The City shall have delivered written notice of the default ("Notice of Default") specifying the nature of the default and the actions which must be taken to cure said default within the stated time period; and

3.3.2 Proximate Cause of Default. That the proximate cause of the default or delay in performance or approvals is a result of the acts or omissions of the Buyer or Buyer's agents, and is not caused by a delay or default in performance or approvals by the City.

3.3.3 Repurchase Amount. If the City elects to repurchase the Property for any reason, the City's obligation to pay a repurchase amount shall be limited to all actual expenses incurred by Buyer in connection with the development of the Property not to exceed the Purchase Price less any amounts contributed by the City to pay for any improvements benefitting the Property.

3.4 Failure to Repurchase. In the event that the City fails to exercise the repurchase option as provided for in this Agreement within 180 days of the Notice of Default, then the Property as to which the default has occurred shall no longer be subject to the right of the City to repurchase and the City shall execute a quitclaim deed or any other documents reasonably required by a lender or title company to clear title to the Property.

3.5 Additional Remedies. Notwithstanding the foregoing provisions, in the event of any default by Buyer then the City may pursue any additional legal or equitable remedies including, but not limited to damages and specific performance.

ARTICLE IV

MISCELLANEOUS

4.1 Amendment. This Agreement may be amended at any time by a writing, executed by both parties, which written amendment shall be recorded in the official records of Pinal County, Arizona. Except as required by statute or the City's ordinances, amendment of this Agreement shall not require public notice or hearing in accordance with A.R.S. § 9-500.05.

4.2 **Attorney's Fees.** In the event any action is brought by either party in connection with this Agreement, the prevailing party shall be entitled to recover from the other party all of its court costs and reasonable attorneys' fees incurred, whether a lawsuit is instituted or not.

4.3 **Cancellation.** This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

4.4 **City Manager's Power to Consent.** City acknowledges that any unnecessary delay hereunder would adversely affect Buyer, and hereby authorizes and empowers the City Manager to consent to any and all requests of Buyer requiring consent of the City hereunder without further action of the City Council except for any actions requiring City Council approval as a matter of law.

4.5 **Consistent with General Plan.** This Agreement is consistent with the City's Industrial Park Plan as required by A.R.S. § 9-500.05 .

4.6 **Dispute Resolution.** Except as otherwise agreed to by the parties, all disputes between the parties concerning this Agreement shall be submitted to arbitration under the rules of procedure of the American Arbitration Association.

4.7 **Entire Agreement.** Subject to the provisions of Paragraph E of the Recitals, this Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement.

4.8 **Negation of Partnership.** The parties specifically acknowledge that the Project will be developed as private property, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties nor shall it cause them to be considered joint ventures or members of any joint enterprise.

4.9 **Recordation of Agreement.** In accordance with A.R.S. § 9.500.05, this Agreement or any subsequent amendment hereof shall be recorded in its entirety in the official records of the Pinal County Recorder, State of Arizona no later than ten (10) days from the date of its execution by the City. The terms of this Agreement shall not be merged in any deed but may be enforced independently.

4.10 **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, for any reason, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

4.11 **Successors and Assigns.** Subject to the restrictions and prohibitions on assignment set forth in this Agreement, all of the covenants and conditions set forth herein, shall inure to the benefit of and shall be binding upon the successors-in-interest of each of the parties hereto.

4.12 **Venue and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Arizona, and the Pinal County Superior Court shall be the proper venue for any litigation arising out of this Agreement.

4.13 **Waiver.** No waiver by either party of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.

4.14 **Broker's Fee** From the proceeds of the sale, the City shall pay a real estate broker's fee of Twenty-five Hundred And 00/100 Dollars (\$2,500.00) to Dave Bradley Realty for its services in the sale of the Property.

4.15 **Building Permit and Plan Review.** The parties agree that the Buyer shall pay \$1,102.63 for its building permit and plan review. The parties further agree that Buyer shall pay the standard sewer connection fee of \$1,000.00.

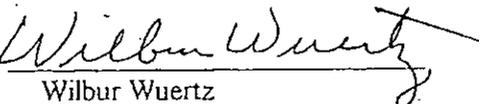
4.16 **Force Majeure.** Neither party shall be liable to the other in damages nor shall this Agreement be terminated nor a default be deemed to have occurred because of any failure to perform hereunder caused by a "Force Majeure". In this Agreement, "Force Majeure" shall mean an event, such as but not limited to, fire, earthquake, flood, explosion, casualty, strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, inability to obtain labor, materials or supplies, any outbreak of disease, and any governmental regulation, restriction or prohibition, or any other similar cause beyond the parties' control.

4.17 **Interpretation.** The captions of the Articles or Section of this Agreement are to assist the parties in reading the Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.

4.18 **Time of the Essence.** Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date first set forth above.

Seller: CITY OF COOLIDGE, a municipal corporation

By: 
Wilbur Wuertz
Mayor

ATTEST:

Rosi Larnelle
City Clerk

APPROVED AS TO FORM:

D.M. Fugate
City Attorney

STATE OF ARIZONA)
) ss:
County of Pinal)

On this 20th day of November, 2001, before me, the undersigned notary public, personally appeared Wilbur Wuertz who acknowledged himself to be the Mayor of the City of Coolidge, a municipal corporation of the State of Arizona, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Coolidge by himself as Mayor.

In witness whereof I hereunto set my hand and official seal.

Kathy E. Curry
Notary Public

Notary Seal and Expiration Date:



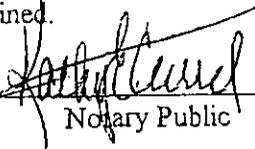
01/14/2003

Buyer: Jerry Bonneal Davenport

By Jerry B. Davenport
Jerry Bonneal Davenport

STATE OF ARIZONA)
) ss.
County of Pinal)

On this 20th day of November, 2001, before me, the undersigned notary public, personally appeared Jerry Bonneal Davenport who executed the foregoing instrument as Buyer for the purposes therein contained.



Notary Public

Notary Seal and Expiration Date:



01/14/2003

EXHIBIT B

18 R

When recorded, mail to:

Norma Ortiz
City Clerk
City of Coolidge
130 W. Central Ave.
Coolidge, AZ 85228



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLLE**

DATE/TIME: 04/03/06 1515
FEE: \$17.50
PAGES: 18
FEE NUMBER: 2006-047446

**ASSIGNMENT AND ASSUMPTION OF
CONVEYANCE AND DEVELOPMENT AGREEMENT**

This Assignment and Assumption of Conveyance and Development Agreement (the "Assignment") is made this 27th day of March, 2006, by and between JERRY BONNEAL DAVENPORT, a single man ("Assignor"), and GERALD K. REMAKLUS, a single man dealing with and binding his community property, and JIM D. RYDER, a single man "collectively "Assignee") and the CITY OF COOLIDGE, a municipal corporation (the "City").

ASSIGNMENT AND ASSUMPTION OF CONVEYANCE AND DEVELOPMENT AGREEMENT

This Assignment and Assumption of Conveyance and Development Agreement (the "Assignment") is made this 21st day of MARCH, 2006, by and between JERRY BONNEAL DAVENPORT, a single man ("Assignor"), and GERALD K. REMAKLUS, a married man dealing with and binding his community property, and JIM D. RYDER, a single man (collectively "Assignee") and the CITY OF COOLIDGE, a municipal corporation (the "City").

RECITALS

A. On November 13, 2001, Assignor entered into a Conveyance and Development Agreement ("Conveyance Agreement") with the City for the conveyance and development of approximately 2.88 acres, more particularly described as Lot 2 in the Coolidge Industrial Park and located at 1310 W. Industrial Drive, Coolidge, Arizona ("Property"). The Conveyance Agreement, attached as Exhibit A hereto, is incorporated to this Assignment by this reference.

B. Assignor now desires to assign to Assignee all of Assignor's rights and interest under the Conveyance Agreement and Assignee desires to assume all of Assignor's rights and interest in the Conveyance Agreement.

C. The City consents to this Assignment of the Conveyance Agreement subject to certain conditions set forth more fully herein.

D. The parties to this Assignment desire to clearly set forth the terms of the assignment and assumption of Assignor's rights and interest under the Conveyance Agreement, and the terms of the City's consent thereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Assignment, the parties hereby agree as follows:

1. **Assignment.** Upon recording of the vesting deed conveying title to the Property to the Assignee, Assignor assigns and conveys to Assignee all of Assignor's right and interest in the Conveyance Agreement.

2. **Assumption.** Assignee warrants and agrees to:

a. Assume and fulfill all covenants and obligations of the "Buyer" under the Conveyance Agreement after the close of escrow on the Property.

b. To indemnify, pay, defend and hold Assignor harmless from all obligations, causes of action and any costs (including, without limitation, reasonable attorneys' fees) incurred in connection with the Conveyance Agreement, arising out of any alleged breach of the Conveyance Agreement by Assignee alleged to occur after the close of escrow on the Property and the execution of this Assignment.

c. Assignee thoroughly investigated to its full satisfaction all aspects of the Conveyance Agreement.

3. Consent of City. The City consents to this Assignment subject to the following conditions which Assignee agrees to satisfy:

a. Assignee shall contribute a total investment of at least \$200,000.00 in the construction of a stand alone industrial building containing between 8,000 and 10,000 square feet of space on the Property (the "Project").

b. Assignee shall complete construction of the Project within eight (8) months following Assignee's receipt of a building permit from the City.

c. Assignee shall have within three (3) months of compliance with Section 3(a) and (b) above, at least, six (6) full-time employees with an average wage (excluding the top two salaries paid) of no less than \$8.00 per hour starting salary.

d. Nothing contained in the Assignment or in the Conveyance Agreement shall prohibit Assignee's future sale or conveyance of the Property after Assignee's satisfaction of the terms of Section 3(a) through 3(c), hereof. Upon Assignee's satisfaction of the terms set forth in Section 3(a) through 3(c), and upon a written request from Assignee, the City agrees to provide written confirmation of Assignee's satisfaction of said terms.

e. Nothing contained in this Assignment or in the Conveyance Agreement shall prohibit Assignee from conveying the Property to a limited liability company in which Gerald K. Remaklus and Jim D. Ryder are the majority owners.

4. Entire Agreement. This Assignment constitutes the entire agreement between the parties related to the assignment of the Conveyance Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, whether oral or written, are superseded by and merged in this Agreement. In the event of any conflict or inconsistency between the Conveyance Agreement and this Assignment, the provisions of this Assignment shall prevail.

5. Modification of Agreement. No modification or amendment of this Assignment shall be binding on the parties unless in writing and signed by all parties.

6. Binding. This Assignment, and all of its terms, shall inure to the benefit of and bind the heirs, personal representatives, successor and assigns of each of the parties.

7. Waiver. No waiver by any of the parties of any provision of this Assignment or Conveyance Agreement or any breach of this Assignment or Conveyance Agreement by any party shall be deemed to waive any other provision of this Assignment or Conveyance Agreement, or of any subsequent breach of the Assignment or Conveyance Agreement.

8. Venue and Jurisdiction. This Assignment shall be construed in accordance with the laws of the State of Arizona, and the Pinal County Superior Court shall be the proper and exclusive venue for any litigation arising out of this Assignment.

9. Attorneys' Fees. If any party hereto breaches any provision of this Assignment, the breaching party shall pay all reasonable attorneys' fees and other costs and expenses incurred by the non-breaching party in enforcing this Assignment regardless of whether a lawsuit is actually filed by the non-breaching party. If a lawsuit is brought by any party based on this Assignment or breach thereof, the prevailing party shall recover their reasonable attorneys' fees and other costs incurred in enforcing this Assignment.

10. Invalidity of Portion. If any provision of this Assignment is declared unenforceable, such provision shall be deemed severed from the Assignment and the other provisions of the Assignment shall remain in full force and effect.

11. Recordation of Assignment. In accordance with A.R.S. §9.500.05, this Assignment or any subsequent amendment hereof shall be recorded in its entirety in the official records of the Pinal County Recorder, State of Arizona no later than ten (10) days from the date of its execution by the City. The terms of this Assignment shall not be merged in any deed but may be enforced independently.

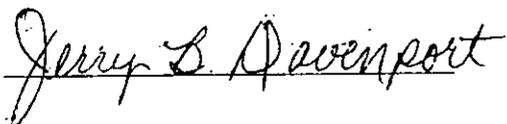
12. Cancellation. This Assignment is subject to the cancellation provisions of A.R.S. §38-511.

13. Execution. This Assignment may be executed in counterparts, each of which shall constitute an original and, when combined with other counterparts, shall constitute one instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto on the date appearing below each party's signature.

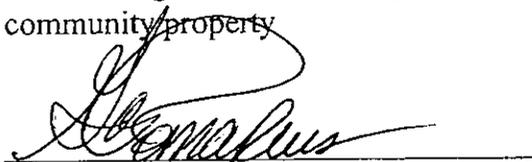
ASSIGNOR:

JERRY BONNEAL DAVENPORT, a single man

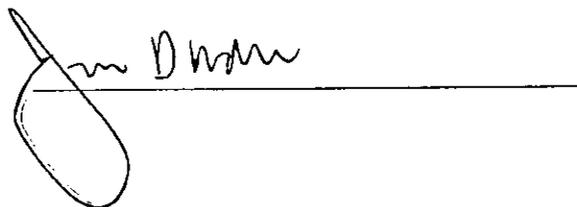


ASSIGNEE:

GERALD K. REMAKLUS, a married man dealing with and binding his community property



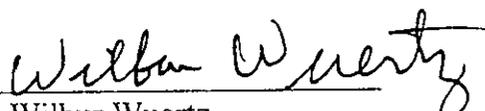
JIM D. RYDER, a single man



THE CITY OF COOLIDGE'S CONSENT TO THE ASSIGNMENT OF THE CONVEYANCE AGREEMENT:

CITY:

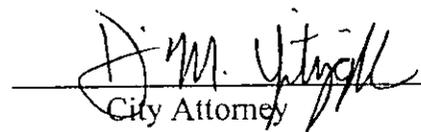
CITY OF COOLIDGE,
a municipal corporation

By: 
Wilbur Wuertz
Mayor

ATTEST:

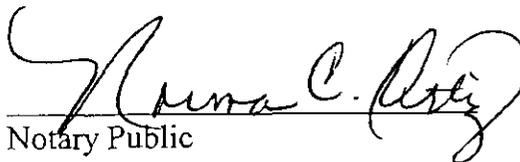

City Clerk

APPROVED AS TO FORM:


City Attorney

STATE OF ARIZONA)
)ss.
County of Pinal)

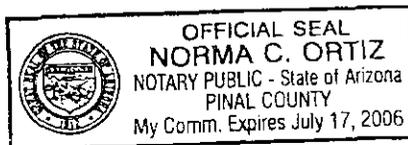
On this 27TH day of MARCH, 2006, before me, the undersigned Notary Public, personally appeared Jim D. Ryder, who executed the foregoing instrument for the purposes therein contained.



Notary Public

Notary Seal and Expiration Date:

7-17-2006



CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: Extension of Development Agreement for Coolidge Crossroads	STAFF PRESENTER: C. Alton Bruce
--	--

RECOMMENDATION:

Staff requests that Council give direction as to whether to negotiate an extension of this Development Agreement.

DISCUSSION:

On September 25, 2000 the City of Coolidge entered into a Pre-annexation and Development Agreement (PADA) with Suggs Homes for a 214 acre parcel located south of Martin Road and west of Highway 87. A copy of that PADA is attached for your review. As part of that agreement, the property was zoned as a Planned Area Development (PAD) with small commercial parcel and the balance as residential. A copy of the concept plan from the PAD document is also attached to this report.

The Agreement specified a term of ten years when it was adopted (Section 1.3 a. and 1.4). That ten years has elapsed without the property being developed. The law firm of Beus Gilbert contacted staff when the expiration of the Agreement was imminent and asked if we would be willing to extend the agreement. We are bringing this before Council for direction as to whether to negotiate an amendment to the original PADA which would extend the term.

As to the provisions of the Agreement as adopted in 2000, it is generally consistent with PADA's that the City has entered into for developments proposed in the last few years. The most significant deviation from such more recent agreements is the absence of any provision requiring the developer to contribute funds for the Fire Operating Deficit. Staff would suggest that, if the Council wishes to grant this extension, a provision be added to the amendment that obligates this owner for the Fire Operating Deficit with language similar to that adopted in the more recent agreements (sample attached).

FISCAL IMPACT:

None anticipated in the near future.

Attachments

- Coolidge Crossroads PADA
- Coolidge Crossroads Concept Plan
- Fire Operating Deficit sample Language

REVIEWED BY:

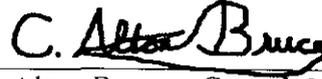


Robert Flatley – City Manager



Lisa Pannella – Finance Director

PREPARED BY:



C. Alton Bruce – Growth Mgmt. Director

16



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTTLE

DATE: 11/06/00 TIME: 1617
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After Recording Return to:

John E. Rooney, IV, Esq.
BEUS GILBERT PLLC
Suite 1000 Great American Tower
3200 North Central Avenue
Phoenix, Arizona 85012

OMNI PRO
818 E. Osborn Rd
STE 208
PHX AZ 85014

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF COOLIDGE, an Arizona municipal corporation (the "City") and SUGGS HOMES, Inc., an Arizona corporation (the "Developer").

RECITALS

The property is located both within the City of Coolidge and Pinal County (the "County"), Arizona and consists of approximately 214 acres, more or less, legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). Of the 214 acres constituting the Property, 64.7 acres, more or less, is within the City (the "City Property") and 149.5 acres, more or less, is within the County (the "County Property").

On April 10, 2000 the City approved P.A.D. R-5 Zoning on the entire Property, including both the City Property and the County Property the ("PAD Plan"). The PAD Plan provides for manufactured housing and/or single family housing, recreational vehicle, multi-family and recreational uses. The City has previously held public meetings on the PAD Plan and has fully complied with all other requirements of A.R.S. § 462.04 necessary to adopt municipal zoning for the County Property. With respect to the County Property, this Agreement and the PAD does not become operative unless and until annexation occurs.

Developer and the City desire that the County Property be annexed into the corporate limits of the City and be developed as an integral part of the City. The annexation and development of the County Property pursuant to this Agreement is acknowledged by the parties hereto to be consistent with the City's General Plan (the "General Plan"), as may be amended concurrently with this Agreement, and to operate to the benefit of the City, the Developer and the general public. The annexation of the County Property and the development of the Property will allow the City to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the City.

Developer and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the unincorporated portions of the County Property by the City; (ii) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (iii) the permitted uses for the Property; (iv) the density and intensity of such uses; and (v) other matters related to the development of the Property.

A blank annexation petition has been filed with the office of county recorder in Pinal County as required by the provisions of A.R.S. § 471A.1. City meetings and public hearings have been held in connection with the annexation of the County Property into the City.

The City agrees that the Planned Area Development zoning designation is an appropriate designation for this Property and that the PAD Plan is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the PAD Plan. Prior to its execution of this Agreement, the City has held public hearings and received public comment and has otherwise duly considered all such matters.

Developer and the City acknowledge that the ultimate development of the Property within the City is a project of such magnitude that Developer requires assurances from the City that Developer has the right to complete the development of the Property pursuant to the PAD Plan before it will expend substantial efforts and costs in the development of the Property, and the City requires assurances from Developer that development of the Property will be in accordance with the PAD Plan and the terms and conditions of this Agreement.

Without limiting the foregoing, the City and Developer acknowledge that the development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the City by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the City's General Plan and the approved PAD Plan; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger land area that includes the Property; (iv) increasing tax and other revenues to the City based on improvements to be constructed on the Property; (v) creating employment through development of the Property consistent with this Agreement; and (vi) creating quality housing and other uses for citizens of the City. The City and Developer acknowledge that the development of the Property pursuant to this Agreement will result in significant benefits to Developer by providing certainty in order to avoid the waste of resources, including present and future assurances to Developer that it will have the ability to develop the Property in accordance with this Agreement and the PAD Plan.

Among other things, development of the Property in accordance with this Agreement and the PAD Plan will result in the planning, design, engineering, construction, acquisition, installation, and/or provisions of public services/ infrastructure improvements that will support development of the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1.0 Annexation and Development Plans.

1.1 Annexation Petition.

- (a) The Developer and City confirm that the City has initiated proceedings to annex the Property into the City, and that the Developer has joined in the annexation petition for the Property. The City and Developer each agree to use their respective best efforts to complete annexation of the Property within the minimum time periods established by A.R.S. § 9-471.
- (b) **Infrastructure Plan.** Pursuant to A.R.S. 9-471.O, this Agreement and the PAD Plan constitutes a plan, policy and/or procedure to provide the County Property with appropriate levels of infrastructure and services to serve anticipated new development on the Property within ten (10) years of annexation of the County Property into the corporate limits of the City.

1.2 Planned Area Development.

- (a) **Approval.** The City has approved the PAD Plan for the Property subject to stipulations set forth on Exhibit "B" attached hereto. The PAD Plan sets forth land uses, densities and intensities of such land uses and development standards for the Property.
- (b) **Development.** Development of the Property shall be in accordance with applicable law, the PAD Plan and this Agreement, as amended from time-to-time. Developer and the City hereby acknowledge and agree that upon the execution of this Agreement and in consideration of the obligations undertaken by Developer under this Agreement, the PAD Plan and the Applicable Requirements (as hereinafter defined) shall become vested rights and may not be changed, limited or impaired without consent of Developer except as provided in Section 1.3 (the "Vested Development Rights"). Subject to the provisions of A.R.S. § 9-463.05, the City reserves the right to impose or amend development impact fees which shall not be deemed to be "Vested Development Rights."
- (c) **Reliance.** The approval by the City of the PAD Plan and the City's acceptance of this Agreement constitute affirmative representations of the City on which Developer is entitled to rely that:
 - (i) Developer shall be entitled to develop the Property in accordance with its Vested Development Rights;
 - (ii) Developer will be granted and issued all approvals necessary to allow Developer to implement the PAD Plan and develop the Property in accordance with the PAD Plan, subject to the City's review and approval of plats, site plans, and specifications, permits and other similar items in accordance with the City's zoning, subdivision and all other applicable ordinances, provided that Developer pays all applicable permit and application fees. The City, having exercised its discretion in approving the PAD Plan, agrees to cooperate reasonably in processing the approval

or issuance of such permits, specifications and other development approvals of or for the Property as may be requested by Developer in order to implement, and which are reasonably consistent, with the PAD Plan. Nothing herein shall prevent the City from exercising its reasonable discretion in reviewing and approving the plat and plans for the Property.

- (iii) Developer will not be subject to any additional conditions, exactions, dedications, development fees or regulations except as specified in Section 1.2(b) except as have been expressly agreed to by the parties in this Agreement.
- (d) **Breach.** Except as otherwise allowed in this Agreement, the City's failure to approve the plans and specifications, to issue permits and/or grant approvals of such other matters reasonably necessary to permit the Developer to develop the Property in accordance with the PAD Plan and the Vested Development Rights or any action by the City which would otherwise restrict, impair, delay or preclude the Developer from developing the Property in accordance with the land use, densities, intensities or development standards set forth in the PAD Plan and Vested Development Rights shall be a breach of this Agreement.

1.3 Regulation of Development.

- (a) **The Applicable Rules.** Whenever reference is made in this Agreement to any legislative and/or administrative land use regulation of the City which applies to the development of the Property in accordance with this Agreement and the PAD Plan (the "Applicable Requirements"), this Section 1.3(a) shall define the Applicable Requirements. Except as otherwise expressly provided in this Agreement, until the date ten (10) years from the date of this Agreement (the "Interim Period"), the Applicable Requirements of the City applicable to and governing the development of the Property shall be those Applicable Requirements which are existing and in force for the City as of the execution of this Agreement, except as specified in Section 1.2(b) (with respect to impact or development fees). If an Applicable Requirement is made less restrictive or revoked after the date hereof, such change shall also benefit Developer and the Property. Except as provided in Sections 1.2(b) and 1.3(b), the City shall not impose or enact any additional Applicable Requirements which would change, alter, impair, prevent, diminish, delay or otherwise impact the development or use of the Property as set forth in this Agreement and the PAD Plan.
- (b) **The Permissible Additions to the Applicable Rules.** Notwithstanding the operation of the Interim Period, the City may enact the following provisions, and take the following actions which shall be applicable to and binding on the development of the Property:
 - (i) General, non-discriminatory, Applicable Requirements that do not materially impair Developer's ability to develop the Property in the manner provided in the PAD Plan and this Agreement and provided that any such future Applicable Requirements will be applied to the Property in the most minimal and least intrusive manner, which is practicable under the circumstances as reasonably determined by the City Council;

- (ii) Applicable Requirements enacted as necessary to comply with mandatory requirements imposed on the City by county, state or federal laws or regulations, court decisions, and other similar superior external authorities beyond the control of the City, provided that in the event any such mandatory regulation prevents or precludes compliance with this Agreement, if permitted by law, such effected provisions of this Agreement shall be modified as may be necessary to achieve compliance with such mandatory requirement in the most minimal and least intrusive manner, which is practicable under the circumstances as reasonably determined by the City Council;
 - (iii) Applicable Requirements that are general in nature and are applicable to all property subject to land use regulation by the City, such as building, plumbing, electrical and mechanical codes.
 - (iv) Applicable Requirements necessary in order to alleviate or otherwise contain legitimate bona fide threat to the public health and safety and which are not otherwise arbitrarily imposed, including impact or development fees as described in Section 1.2(b);
 - (v) Applicable Requirements enacted by the City pursuant to non-delegable powers granted to the City by laws except as required or imposed by Federal or State agencies as solely determined by the City Council.
- (c) The City hereby agrees that at the request of Developer it shall take all actions legally available to it include the Property within any growth boundary, urban service boundary, or other similar purpose land use regulatory device that may be established by the City or local or State law, referendum, or initiative in the future (collectively, the "Growth Boundary"). The City shall also support the defense of the Property's inclusion in any Growth Boundary, and shall not institute any action challenging or give any affirmative defense against the Property's inclusion in any such Growth Boundary. Except as required by law, the City shall not take any affirmative action or position that would have the effect of subjecting the timing or development of the Property to procedures and limitations that may be part of any Growth Boundary. To the extent that the City incurs costs in support of the Property's inclusion in the Growth Boundary, Developer shall reimburse to City the City's reasonable attorneys' fees and out-of-pocket costs. If, instead of at the request of Developer, City institutes its own action defending the Property's inclusion in the Growth Boundary or institutes any action challenging the validity of the Growth Boundary, said action shall be at the City's sole cost and expense, unless otherwise agreed to by the parties hereto in writing.

1.4 Anti-Moratorium. The parties hereby acknowledge and agree that the PAD Plan contemplates and provides for the phasing of the development of the Property in Phases (as hereinafter defined) and that for ten (10) years from the date of this Agreement, no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the conditioning, rate, timing or sequencing of the development of property within the City and effecting the Property or any portion thereof shall apply to or govern the development of the Property during the term hereof, whether affecting preliminary or final plats, building permits, occupancy permits or other entitlements be issued or granted by the City, except as specifically

required by county, state or federal authorities or other similar superior external authorities beyond the control of the City.

1.5 Phasing.

- (a) **Phasing Plan.** City and Developer anticipate that the Property will most likely be developed in phases according to several separate preliminary plats and several separate final plats (each a "Phase" or the "Phases").
- (b) **Modification of Phasing and Schedules.** The Phases may be developed in any order and development may occur in more than one Phase at a time. The City shall allow the phasing of any required infrastructure improvement as development occurs, rather than requiring improvements to be made in advance of development.

1.6 Drainage.

Developer desires to obtain a letter of map amendment from FEMA to remove a portion of the Property from its designation as a "floodplain." The City hereby agrees at the request of Developer to make application to FEMA for both a CLOMR and LOMR no later than thirty (30) days after Developer submits to the City Engineer a preliminary grading and drainage plan, and thereafter to diligently and in good faith attempt to obtain both a CLOMR and LOMR in an expeditious manner. If Developer makes such a request, Developer shall pay for all related and incidental out-of-pocket expenses incurred by the City in processing such an application.

2.0 INFRASTRUCTURE. As used herein, the term "Public Infrastructure" shall mean the public infrastructure improvements, including without limitation, the Roadways (as hereafter defined), to be installed and constructed by Developer in connection with the development of the Property, as more particularly described in this Article 2.

2.1 Roadways. Developer shall construct streets and roads within the Property as required by the development and the PAD Plan (the "Roadways"), and shall have the right to cause or permit the placement of water and sewer mains under the pavement of the Roadways and not just within the right-of-way. Upon dedication as provided in Section 2.4 herein, the Roadways will be public roadways owned and maintained by the City.

2.2 Construction. Construction plans for all Public Infrastructure to be constructed by Developer with respect with the Property shall be reviewed and approved by the City's engineering department in advance as provided in Section 2.10 herein.

2.3 Infrastructure Assurance. The parties acknowledge and agree, prior to recording the final plat for the Property or for a particular Phase of the Property, that the City may require the Developer to provide assurances which are appropriate and necessary to assure that the Public Infrastructure, if any, will be completed for the Property. These assurances may include an Occupancy Clearance Agreement to have occupancy clearance withheld until all Public Infrastructure has been installed and accepted by the City. Notwithstanding the foregoing, landscaping and perimeter walls will require that the Developer post a bond.

2.4 Dedication of Services/Infrastructure.

- (a) The City shall inspect each component of the Public Infrastructure and any other infrastructure installed pursuant to the terms hereof within thirty (30) days after receipt of a notice of completion therefor. So long as such Public Infrastructure is constructed in accordance with the City's adopted standards, the City shall within thirty (30) days after the completion of the City's inspection, testing and approval of said Public Infrastructure perform all acts and execute all documents and instruments necessary to accept the dedication of such Public Infrastructure. Thereafter the City shall own, operate and maintain all such Public Infrastructure at its sole cost and expense, subject to claims by the City for reimbursement for any repair cost for damages caused by Developer or any of Developer's builders.
- (b) Any area designated on the PAD Plan or constructed on the Property as drainage retention / detention basins, landscape areas, pedestrian or public access or for designated recreational facilities not otherwise dedicated herein to the City (the "Common Areas") shall be initially maintained by a homeowners' association (the "HOA") according to Covenants, Conditions and Restrictions (the "CC&Rs") with Developer as Declarant. The CC&Rs shall provide that Developer, as Declarant, will convey the Common Areas to the HOA who will thereafter be solely responsible for the maintenance of the Common Areas according to the applicable provisions of the City's ordinances and the CC&Rs.

2.5 Water. Developer and City acknowledge and agree the water service for the Property is to be provided by the Arizona Water Company. Unless the City assumes responsibility for water service, at which time the City agrees to provide water service to the Property in sufficient quantity and quality to meet the current and future needs of the Property.

2.6 Wastewater Treatment.

- (a) **Wastewater Services.** The Developer shall have no obligation to design, construct, pay for, operate, maintain or repair a treatment plant for wastewater generated on the Property, except for payment of the sewer system development and tie-in fees generally applied throughout the City to property owners who tie into City sewer service.
- (b) **Provision of Services / Capacity.** The City agrees to provide sewer service and wastewater treatment capacity to the Property. The City acknowledges and agrees that the existing City sewer facilities together with any additional facilities or improvements which may be required in the future by the City, will have adequate capacity to serve the development of the Property in accordance with the PAD Plan and all applicable laws, rules and regulations.
- (c) **Effluent.** The Developer acknowledges and agrees that the City owns all effluent generated by the City's treatment of wastewater generated on the Property. The Developer shall have no obligation to accept, use or disperse any such effluent. Notwithstanding the foregoing, if the Developer determines that the use of the effluent generated by the Property is needed or desired for the irrigation of any of the Common Areas, the City shall provide such effluent to the Property to the extent it is available at a cost and in an amount determined by the City Council. Notwithstanding the foregoing, if the parties have reached an

agreement committing a certain amount of effluent to the Property as aforesaid, the City, for the term of said agreement and so long as Developer or its successors or assigns are paying the cost for such effluent, shall maintain said amount of effluent service to the Property without diminishment.

(d) (i) The Developer shall construct (or cause to be constructed) or provide at its expense and in accordance with applicable City standards on-site sewer lines and appurtenant facilities within the perimeter boundaries of the Property of a size and configuration necessary and sufficient to serve the sewer needs of the Property after it is fully developed as well as those facilities which shall allow or be needed to connect the Property to the City's existing sewer system. The on-site sewer lines will be conveyed to the City as provided in Section 2.4(a) and the City shall thereafter own, operate and maintain such infrastructure at its sole cost and expense. Developer shall warranty all such infrastructure for a period of one year following the City's acceptance of said improvements.

(ii) In the event City requires the installation of off-site sewer or other improvements that will be "oversized" (i.e., larger than the City's or ADEQ's standard requirements as determined by the City Engineer or the City Council), Developer shall be reimbursed the cost of oversizing, which reimbursement shall occur through credits against any or all fees and other charges imposed by the City in connection with the development of the Property (including without limitation, review fees, building permit fees) or through payback agreements in the reasonable discretion of the City and Developer. Any oversizing requirement must be imposed by the City, if at all, before the date that Developer commences design of the particular improvement to be oversized. Developer shall give the City at least thirty (30) days prior written notice of the date on which Developer will commence the design of improvement or facility to be provided by Developer hereunder.

(iii) The City acknowledges that some facilities to be constructed or provided by Developer pursuant to this Agreement or for the benefit of the Property may benefit other properties which may desire to tie in or connect to such facilities, and that Developer is entitled to be reimbursed by such benefited property owners for all or a portion of the cost of such improvements. The City expressly agrees that it will require each property owner whose property is to be connected to any such facility to pay its proportionate share (as hereinafter defined) of the cost of the facility(ies) to which it connects. The City shall require that such reimbursement be made to Developer before any development will be permitted on the benefited property. Each benefited property(ies) proportionate share of the cost of the facility(ies) to which it connects shall be determined based on the relative intake or discharge volumes as determined by an engineer mutually agreeable to the affected parties. Each benefited property owner shall pay its proportionate share of the cost of the facility(ies) to which it connects, together with interest thereon at a rate equal to 8% per annum calculated from the date of expenditure by Developer until the earlier of: (i) repayment to Developer, or (ii) ten (10) years after the date of expenditure by Developer. The amount payable by a benefited property owner under the preceding sentence shall be paid in cash to Developer on or before the time such owner receives its first building permit for any improvements to the benefited property issued after the date of this Agreement. Notwithstanding any provision of this Agreement:

(a) Developer should in no event be entitled to a double payment or double reimbursement, through credits or direct payment (or any combination thereof) for any facilities provided by Developer, and

(b) This paragraph shall not apply to the extent Developer is reimbursed pursuant to a specific provision of this Agreement through the credit of development or impact fees or other fees or charges for the facilities described in this paragraph.

2.7 Fire and Police Protection. Upon annexation of the County Property into the City and with respect to the City Property, the City agrees to provide police and fire protection services to the Property in a manner and at a level comparable to that provided other residents of the City.

2.8 Municipal Services Generally. Upon annexation of the County Property into the City and with respect to the City Property, the City shall provide all municipal services to the Property, including without limitation, garbage and refuse collection to the same extent and upon the same conditions and terms as those services are provided to other properties and residents of the City, except as otherwise provided herein.

2.9 Schools. [Reserved]

2.10 City's Review of Plans and Construction for Public Infrastructure. Whenever in this Agreement Developer is required to design Public Infrastructure which the City will own, City shall have the right to review and approve the preliminary and final plans and specifications of such Public Infrastructure prior to commencement of construction. In the event City reasonably objects to any aspect of such preliminary or final plans and specifications of such Public Infrastructure within thirty (30) business days after the City's receipt of such plans and specifications, the City and Developer shall use good faith efforts to resolve the City's objections in accordance with Paragraph 3.2 herein below to the City Council, whose decision shall be final, except as to appeal rights available to Developer under applicable law. Notwithstanding the foregoing, in the event that the City reasonably objects to said plans or specifications for such Public Infrastructure, City shall nonetheless issue "at-risk" permits to Developer with respect to said Public Infrastructure. Developer bears the entire risk and associated costs if City determines in the exercise of its discretion that the "at-risk" permit was improvidently granted and should be revoked, including without limitation the removal of all infrastructure installed under the "at-risk" permit, subject to Developer's appeal rights as herein specified. In addition, whenever in this Agreement the Developer is required to construct Public Infrastructure which City will own, the City shall have the right to periodically inspect the ongoing construction in order to ensure such construction is performed in accordance with the final approval plans and specifications therefor.

2.11 Development Fees. Subject to the provisions of Section 1.3 herein, Developer agrees to pay all current enacted development or impact fees provided such development or impact fee is generally and uniformly applicable to the City and is imposed pursuant to an in conformance with the provisions of A.R.S. § 9-463.05 as amended. Notwithstanding any contrary provision of this Agreement, if Developer provides or pays for any dedicated public sites or improvements, then Developer shall receive a credit (in the amount of the actual cost incurred by Developer with respect to the particular site or improvement) (the "Development Fee Credit"), to be applied in lieu of existing development or impact fees imposed by the City which relate to or otherwise address the Property. In the event that the applicable Development Fee

credit exceeds the amount of the corresponding impact fee, the City shall have no obligation to refund the excess to the Developer.

2.12 Development Fee Credit. Wherever this Agreement provides that Developer shall be entitled to a Development Fee Credit against any development fee, impact fee or other fee or charge imposed by the City, the Development Fee Credit shall be credited to Developer in increments equal to one hundred percent (100%) of the particular development fee, impact fee or other fee or charge otherwise applicable to each building permit issued with respect to a home or building or structure to be constructed on the Property, up to the maximum total credit provided for in this Agreement.

3.0 COOPERATION AND ALTERNATIVE DISPUTE RESOLUTION.

3.1 Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this Agreement, the City and Developer shall each designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be the City Manager, and the initial representative for the Developer shall be Gary Deaver (the "Developer Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property pursuant to the PAD Plan. The representatives may recommend amendments to the PAD Plan or this Agreement which may be agreed upon by the parties.

3.2 Expedited City Decisions. Except as otherwise provided in this Agreement, the implementation of the PAD Plan shall be in accordance with the development review process of the City. The City and Developer agree that Developer must be able to proceed rapidly with the development of the Property and that, accordingly, an expedited City review and land development and construction inspection process is necessary. Accordingly, the parties agree that if at anytime if an impasse has been reached with the City staff on any issue affecting the Property, Developer shall have the right to appeal to the City Manager for an expedited decision pursuant to this Agreement.

If the issue on which an impasse has been reached is an issue where a final decision can be reached by the City staff, the City Manager shall give Developer a final decision within fifteen (15) days after Developer's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the City Council, the City Manager shall be responsible for scheduling a City Council hearing on the issue within four (4) weeks after Developer's request for an expedited decision; provided, however, that if the issue is appropriate for review by the City's Planning and Zoning Commission (or the City's Design Review Board, as applicable), then the matter shall be submitted to the Commission first and then to the City Council whose decision shall be final, subject to Developer's appeal rights under applicable law (or the City's Design Review Board, as applicable). Both parties agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision.

3.3 Default. In addition to the provisions of Section 1.2(d), failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period") after written notice thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such

additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30)-day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity, including without limitation, the right to specifically enforce any term or provision hereof, the right to institute an action for damages and/or the right to take any or all necessary actions to cure the default and recover from the defaulting party the amounts expended to cure the default.

4.0 NOTICES AND FILINGS.

4.1 Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith, shall be validly given, filed made, delivered or served if in writing and delivered personally or sent by certified mail, postage prepaid, return receipt requested to:

CITY:

City of Coolidge
130 West Central Avenue
Coolidge, Arizona 85228
Attention: Town Manager

DEVELOPER:

Suggs Homes, Inc.
7250 North 16th Street
Phoenix, Arizona 85020
Attention: Gary Deaver

WITH A COPY TO:

John E. Rooney, IV, Esq.
BEUS GILBERT, PLLC
3200 North Central Avenue, Suite 1000
Phoenix, Arizona 85012-2430

Or to such other addresses as either party hereto may from time-to-time designate in writing and delivery in a like manner.

4.2 Mailing Effective. Notices, filings, consents, approvals and communications given by mail shall be deemed delivered seventy-two (72) hours following deposit in U.S. Mail, postage prepaid and addressed as set forth above. Notice sent by personal delivery or overnight private mail shall be effective upon delivery, notice by facsimile shall be effective upon confirmed transaction.

5.0 GENERAL.

5.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

5.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

5.3 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

5.4 Exhibits and Recitals. Any exhibit attached hereto and the recitals set forth herein shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

5.5 Further Acts. Each of the parties hereto shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

5.6 Future Effect.

- (a) **Time of Essence and Successors.** Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. §9-500.05(D), except as provided below; provided, however, the Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, Arizona, whereby Developer expressly assigns such rights and obligations. If Developer desires to make an assignment to a person who is not an affiliate of Developer, then such assignment shall be subject to the approval of the City, such approval to not be unreasonably withheld or delayed. Upon Assignment, Developer's assign(s) shall be responsible for its direct and pro-rata share of all sums expended pursuant hereto and City hereby releases Developer from all obligations contained herein, monetary or otherwise.
- (b) **Termination Upon Sale to Public.** This Agreement shall not impose any obligations upon and shall terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and sold with a completed home thereon for which a certificate of occupancy or equivalent has been issued and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

5.7 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

5.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

5.9 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the City and Developer. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Pinal County, Arizona.

5.10 Names and Plans. The Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Developer in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the City such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable, to the City. Notwithstanding the foregoing, the Developer shall be entitled to utilize all such materials described herein to the extent required for the Developer to construct, operate or maintain improvements relating to the Property.

5.11 Good Standing; Authority. Each of the parties represents and warrants to the other (i) that it is duly formed and validly existing under the laws of Arizona, with respect to the Developer, or a municipal corporation within the State of Arizona, with respect to the City, (ii) that it is an Arizona corporation or municipal corporation duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

5.12 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits the City or the Developer from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but if the provision requiring such action is deemed material by either party, they shall be entitled to terminate this Agreement. (This provision shall be in addition to any other remedies provided herein and shall not be construed in any way to restrict either party's right to any other remedy provided for herein).

5.13 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. Section 38-511.

5.14 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Pinal County, Arizona not later than ten (10) days after this Agreement is executed by the City and the Developer.

5.15 No Developer Representations. Nothing contained herein or in the PAD Plan shall be deemed to obligate the City or the Developer to complete any part or all of the development of the Property in accordance with the PAD Plan or any other plan, and the PAD Plan shall not be deemed a representation or warranty by the Developer of any kind whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and at the time an ordinance approving this Agreement is approved by the City Council of the City of Coolidge.

CITY:

CITY OF COOLIDGE, an Arizona municipal corporation

By: Wilbur H. Wertz
Name: Wilbur H. Wertz
Date: September 25, 2000

Attest:

John L. Baudick City Manager

APPROVED AS TO FORM AND AUTHORITY

The foregoing Agreement has been reviewed by the undersigned attorney, who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the City of Coolidge.

Robert M. Yates
Coolidge
Attorney for City of _____

DEVELOPER:

SUGGS HOMES, INC., an _____ corporation

By: [Signature]
Its: Vice President
Date: 10-26-00

Fire Operating Deficit Language

2. City Services.

(c) Operating Deficits.

(i) The Property requires fire service to be provided by the fire station to be constructed in the Verona development (the "Serving Fire Station"). City and Owner agree the Owner's Operating Deficit for fire service from the Serving Fire Station for the Property shall be \$50,000 payable for the first year as follows: \$25,000 on receipt of the first grading permit for the Property; and \$25,000 payable on the six month anniversary date of the issuance of the first grading permit for the Property.

(ii) Beginning on the one (1) year anniversary date of the issuance of the first grading permit for the Property, the City and Owner agree the Owner's operating deficit for the Serving Fire Station shall be calculated and paid on the basis of Two Hundred Forty Dollars (\$240.00) per gross acre of the Property (the "Fire Operating Deficit"). The Fire Operating Deficit for the Property shall be paid annually in two (2) equal installments on the anniversary date of the issuance of the first grading permit for the Property and six (6) months thereafter. The Property's Fire Operating Deficit may be allocated to residential development projects on the Property ("Project") on a per gross acre basis and thereafter the residential homebuilder for the Project shall be liable to pay (on the same basis and at the same times as set forth above) the Project's pro rata share of the Fire Operating Deficit. A Project's obligation to pay the Fire Operating Deficit shall be reduced as set forth hereafter:

(A) Upon the issuance by the City of certificates of occupancy for 35% of the Total Lot Count (as defined hereafter) for the Property, the amount of each semi-annual installment payment of the Fire Operating Deficit for that Property, shall be reduced by 30%; and

(B) Upon the issuance by the City of certificates of occupancy for 50% of the Total Lot Count for the Property, the amount of each semi-annual installment payment of the Fire Operating Deficit for that Property, shall be reduced by 45%; and

(C) Upon the issuance by the City of certificates of occupancy for 80% of the Total Lot Count for the Property, the amount of each semi-annual installment payment of the Fire Operating Deficit for that Property, shall be reduced by 75%; and

(D) Upon the issuance by the City of certificates of occupancy for 90% of the Total Lot Count for the Property, the Owner or the owner of the Property, shall be released from its obligation to pay any Fire Operating Deficit set forth in this Agreement.

(E) Total Lot Count shall mean, with respect to the Property, the total number of residential lots established for the Property as set forth in the PAD Plan, provided however, such total may be reduced to the number of lots shown on an approved plat if such number is less than the number of lots shown in the PAD Plan (each, the "Total Lot Count").

(F) In addition to the reduction to the Fire Operating Deficit payments based on the issuance of certificates of occupancy as described above, the Owner's share of the Fire Operating Deficit shall be reduced pursuant to the terms of the formula set forth hereafter, in all instances where other similarly situated properties, benefited by the Serving Fire Station are obligated to pay the Serving Fire Station's Operating Deficit. Specifically, the parties hereto agree the Owner's initial per acre cost of the Fire Operating Deficit is \$240. Upon the obligating of 2,900 acres, which total shall include the Owner's 142 acres minus land used for commercial, to pay the Operating Deficit of the Serving Fire Station, the Owner and the owners of the Other Served Property (as defined below) shall be recalculated to reflect a pro-rata division, by acreage, of the Operating Deficit of the Serving Fire Station among the respective acres of the obligated landowners and the respective acres of any property whose Operating Deficit payment is being paid by the City. In no event shall Owner's Fire Operating Deficit exceed \$55,000.

(G) Failure by the Owner of the Property to promptly pay the amount owed pursuant to this Section 9, will constitute a breach of this Agreement and the City may collect such amounts owing by utilizing the remedies set forth in Section 18 of this Agreement, and further may withhold the issuance of building permits for improvements on the Property until such amount is paid.

CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: Cox Cable Television License Agreement.	STAFF PRESENTER: Robert F. Flatley, City Manager
---	---

RECOMMENDATION:

Staff recommends that Council approve the Cox Cable Television License Agreement effective at midnight on January 11, 2011, which will continue in effect until December 31, 2025.

DISCUSSION:

The City Attorney has reviewed the changes requested by Cox to our draft of the Cable Television License Agreement. Several changes were accepted, others rejected or modified. See enclosed memorandum from Ann Schrooten detailing those changes.

FISCAL IMPACT:

Cox will pay to the City a License fee in an amount equal to five percent (5%) of their gross revenues during the term of this License. Last year, that amounted to \$36,822.

Attachments

December 14, 2010, memorandum from Ann Schrooten
Cable Television License Agreement

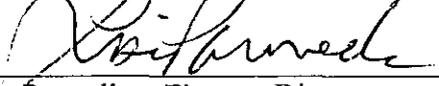
PREPARED BY:


Robert Flatley – City Manager

REVIEWED BY:


Jill Dusenberry – Asst. City Manager

REVIEWED BY:


Lisa Pannella – Finance Director

REVIEWED BY:

Ann Schrooten – via E-mail
Denis Fitzgibbons – City Attorney

Bob Flatley

From: Ann Schrooten [Ann@fitzgibbonslaw.com]
Sent: Tuesday, December 14, 2010 10:55 AM
To: bobf@coolidgeaz.com
Subject: Memorandum - Cox Cable License Agreement
Importance: High

Bob,

Per your request, attached is a Memorandum regarding the changes requested by Cox to our draft of the Cable License Agreement. Hopefully, this is more clear and easier to follow the changes requested and which changes were accepted, rejected or modified. Please let me know if you need more information or a different format for this.

Thank you.

Ann

Ann F. Schrooten, Esq.

Fitzgibbons Law Offices, P.L.C.
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ann@fitzgibbonslaw.com



For more information about Fitzgibbons Law Offices, P.L.C., please visit us at www.fitzgibbonslaw.com

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MEMORANDUM

To: Robert Flatley, City Manager
From: Ann F. Schrooten
Re: Cox Cable License Agreement
Date: December 14, 2010

Per your request, set forth below is a summary of the changes requested by Cox Communications to the City's draft of the Cable License Agreement, as well as information regarding whether the change was accepted, rejected or modified. In connection with my review and analysis of Cox's requested changes, I reviewed the current (within the last several years) cable license agreements between several other municipalities and Cox to see what provisions had been agreed to by these other municipalities.

1. Cox requested its definition of "Gross Revenue" be retained.
 - Added definition of "Gross Revenue" that is the same as the definition of "Gross Revenue" set forth in Arizona Statute (A.R.S. §9-505(6)). City Code definition of "Gross Revenue" does not mirror language in Arizona statute.
2. Cox requested its definition of "Person" be retained because it includes "government entity".
 - Did not make change. Kept definition of "Person" as defined in City Code.
3. Cox requested the following language be inserted into Section 2.1, Grant of License:

and, in addition, so to use, operate and provide similar facilities or properties rented or leased from other Persons, including but not limited to any public utility or other entity licensed or permitted to do business in the City.

 - Inserted the requested language into Section 2.1
4. Cox requested the following provisions be added:

However, the City agrees not to allow any person to enter into the Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the Service Area, including by means of an "open video system" (as such term is defined in the Cable Act), without first obtaining a permit, license, authorization, or other agreement from the City or such other governmental entity then entitled to grant such permit, license, authorization, or other agreement.

- Inserted requested language into Section 2.2

Competitive Parity. The material provisions of the Agreement under which any Competitor is authorized to enter the Streets shall be reasonably comparable to those contained herein, and the obligations imposed on Grantee shall be no less burdensome nor more favorable than the obligations imposed upon such Competitor, in order that one operator not be granted an unfair competitive advantage over another

- Added this language as Section 2.4

5. Cox requested removal of Section 2.3 stating that the terms of transfer are covered in another Section of the Agreement and that the proposed language appeared to restrict Cox's ability to lease physical portions of its plant to other telecommunications providers in conflict with federal law.

- Removed a portion of Section 2.3, as reflected below:

License Not Transferrable. This Agreement and the License granted thereby may not be sold, transferred or assigned other than on the terms and conditions set forth in this Agreement. ~~nor shall the authority granted by this License be construed to authorize any sub-license or lease by Grantee to any person or entity of the right to occupy or use the public rights-of-way for the conduct of any private business. Any requests for a transfer or any change in control of a License, a Grantee or a Cable System shall be made in accordance with Articles 3.2 and 3.3 of the Code~~

6. Cox requested removal of the last sentence of Section 2.6 stating that federal law sets forth specific rights to the operator regarding the rights of system usage and transference of physical plants.

- Added the following language at the end of Section 2.2 to address Cox's concern:

... and federal laws or regulations governing the provision of Cable Services.

7. Cox requested the deletion of the following from Section 2.7:

Both as of the Effective Date and as may be subsequently amended by the City from time to time

- Did not delete the language, but added the following to address Cox's concerns:

Both as of the Effective Date and as may be subsequently amended by the City from time to time pursuant to the City's police powers and taxing authority.

8. Cox requested the insertion of language regarding offsets to the payment of the License Fee. Under Arizona statute, a licensing authority may not require cable operator to pay any fee in addition to the license fee. In reviewing other municipalities' cable license agreements, the offsets were set forth in these agreements.

- Added Section 3.2 – Offsets.

9. Cox requested payment of its license fee be made within 30 days from the end of calendar quarter. Also requested that a late charge be assessed only if payment not received within two days from the date the City requests payment.

- Agreed to 30 days to make payment and late charge to be assessed if not received within 10 days after due date; did not agree to require that the City provide notice of non-payment before late charge would be assessed. (See Sections 3.3 and 3.4)

10. Cox requested that the following be removed because it is contrary to state law:

License Fee Due in Addition to General Taxes. The License Fee payment required by this Agreement shall be in addition to and not in lieu of the payment of any and all taxes of a general nature or other fees or charges which the Grantee shall remain required to pay to the City or to any local, state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of the Grantee. Grantee shall not have or make a claim for any deduction or other credit of all or any part of the amount of said License Fee payments from or against any of said City or municipal taxes or other fees or charges which the Grantee is otherwise required to pay to the City, except as expressly permitted by law. Nothing in this Agreement shall be construed to limit any

authority of the City to impose any tax, fee, or assessment of general applicability.

- Language deleted

11. Cox requested additional (in red) language in Section 3.7.1 regarding City's inspection of records in connection with a license fee audit:

Upon written notice to Grantee, the City may inspect Grantee's records and financial statements relating to Grantee's calculation of the License Fee in order to verify Grantee's compliance with the License Fee requirements under the Code and this Agreement. The City and Grantee each have the right to audit and to recompute any amounts determined to be payable under this License; provided, however, that such audit must take place within thirty-six (36) months following the close of Grantee's fiscal year for which the audit is desired.

- Added requested language

12. Cox requested addition of provision that gives Cox the right to request a public hearing in the event the City determines Cox owes additional license fees in the event of an audit or in the event the City believes Cox is in default under the terms of the Agreement. Cox also requested that the liquidated damage provision be deleted. In my review of other municipalities' cable license agreements with Cox, the public hearing provision was included.

- Added Sections 17.2 and 17.3.
- Added language at the end of Section 3.7.2 to allow Cox the right to a public hearing prior to payment of any claimed deficiency following an audit by the City.
- Did not remove liquidated damage provisions.

13. Cox requested that they only be required to provide security in the form of a letter of credit in the amount of \$5000. As originally written, the Agreement provided that Cox shall deposit with the City "either cash, unconditional letter of credit or performance bond in the amount of \$25,000". Cox stated that because its cable system is constructed and it already has a relationship with the City, that it only be required to provide the City with the \$5,000 letter of credit.

- Agreed to the \$5,000 letter of credit, but reserving to the City the right to increase the amount of the letter of credit to an amount the City deems appropriate at any time in the future. (Section 3.8)

14. Cox requested that Section 7.2 be deleted (Continuous 24-hour monitoring).

- Did not agree to delete.

15. Cox then requested additional language be added to Section 7.2 (in red).

Continuous 24-Hour Operation. The System shall operate continuously for 24 hours each day and without material degradation of signal; provided, however, Grantee shall not be in breach of this provision if the System is temporarily lost or degraded as a result of man-caused interruptions or immediately following extraordinary storms which adversely affect utility services or which damage major System components.

- Added additional language

16. Cox requested the following Section be deleted stating that it would impose operational standards outside Cox's normal notification process and would require additional expense to implement that would trigger offset of license fees:

Scheduled Testing. Grantee shall render efficient Cable Services, make repairs promptly and interrupt Cable Services only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall occur during periods of minimum Cable System use. For all scheduled service outage(s), Grantee must give notice electronically by placing an alphanumeric message on an information or similar channel on the Cable System from time to time, and at least once an hour, at least twenty-four (24) hours before the interruption of service occurs.

- Deleted this Section, BUT, added first sentence (in red) to Section 7.4

17. Cox requested removal of the following Section, stating that it complies with all federal and state requirements concerning service to those with disabilities and that the language in this Section exposes the City to license fee offsets:

Services for the Disabled. All closed-caption programming retransmitted by the System shall include the closed-caption signal. For hearing impaired Subscribers, the Grantee shall provide information concerning the cost and availability of equipment to facilitate the reception of all basic services for the hearing impaired. In addition, the Grantee must have TDD/TTY (or equivalent) equipment at the company office, and a publicly listed telephone number for such equipment, that will allow hearing impaired customers to contact the company. Upon request, the Grantee shall

provide, for purchase or lease, a remote control device to those Subscribers who are mobility limited, or where a member of the Subscriber's household is mobility limited.

- Kept Section 8.3 in the Agreement, but revised the language (See Section 8.3)

18. Cox requested removal of the following Section, stating that manufacturers of television and video equipment contain parental control devices and that Cox cable boxes contain parental control technology and that Cox complies with all federal requirements regarding this issue:

Parental Control Devices. Upon the request of a Subscriber, Grantee shall provide a parental control device by which the Subscriber can block completely the video and audio signals of a particular Cable Service during periods selected by that Subscriber to the extent required by law. Grantee may charge a reasonable fee for such device, not to exceed the maximum rate permitted by law. Unless altered by federal law, Grantee shall, however, prior to issuing a parental choice device, inform the Subscriber that, for no fee, the Subscriber can request a complete block of the particular Cable Service.

- Agreed to delete this provision

19. Cox requested removal of requirement that it provide the City with electronic mapping format of its "as build" plans because Cox states it does not provide electronic maps of files as they pose a security and competitive risk.

- Removed from Section 10.1.13 the requirement that Cox provide electronic mapping format

20. Cox requested that Section 11 regarding Emergency Alert System be revised as it no longer provides type of alert system contemplated by City's proposed language.

- Revised language per Cox's request to delete emergency override language as reflected below

Emergency Alert System and Emergency Override. Grantee shall install and operate an emergency alert system in compliance with the rules and regulations of the Federal Communications Commission and the State of Arizona "Emergency Alert System Operation Plan, as amended from time to time. Grantee shall transmit all Emergency Act Notifications and Emergency Act Terminations relating to local and state-wide situations as may be designated to be an emergency by the Local Primary, the State Primary and/or the State Emergency Operations Center, as those authorities are identified and defined within FCC Rules and Regulations, Part 11. ~~provided, however, that, notwithstanding any such FCC or State rules, the Cable System shall be configured such that, in the event of a local emergency as reasonably determined by the City, the City shall be able to interrupt, to the extent not prohibited by FCC regulations or the State Plan, and in a manner consistent with the State and County Plan, all audio and video Signals distributed over the Cable System for the delivery of appropriate Signals necessitated by such emergency. The emergency override system will be operated in accordance with this Agreement, and rules and regulations issued by the FCC and in a manner consistent with the State or County Plan. Grantee shall also, at its sole cost, provide the City with the technical capacity and ability to engage in such an override of the System to permit broadcasting emergency information over the System.~~

21. Cox requested addition of language regarding placement of its aerial facilities underground which it states is necessary to provide direction during multi-party undergrounding activities. From my review of other municipalities' cable license agreements, this provision was included by other municipalities as well.

➤ Added Section 12.2.3

22. Cox requested removal of language requiring it to provide an email address for subscribers to convey service and repair requests stating that it has interactive services via email, but does not handle repair requests via email and requiring it to expand its customer service requirements could expose the City to having to cover the costs of providing such service.

➤ Removed provision

23. Cox requested that we remove the reference to Articles 8 through 10 of the Code from Section 13.1.2 and 13.1.2

- Did not agree to remove the language from these Sections

24. Cox requested removal of Section set forth below stating that its annual notice and billing contents are standardized and cannot be altered to comply with the provisions outlined in Section 10.1.1 of the Code.

Grantee shall provide the subscription information to each Subscriber or potential Subscriber required by Article 10.1.1 of the Code.

- Removed Section

25. As originally written, the City retained all audit and inspection rights under Article 11 of the Code. Cox stated it was concerned with the "broad reaching authority associated with Article 11 of the Code." Cox requested that audit authority be limited to financial records that relate to its payment of license fees.

- Section 14.4 was revised to include not only financial records but also other records that relate to operation of the system and provision of services, as well as payment of license fees (to include many of the audit rights set forth in Article 11 of the Code).

26. Cox requested addition of following language to indemnity provision in Section 15:

provided that Grantee shall not indemnify the City or any of its representatives, officers, agents and employees for any damages, liability or claims resulting solely from the willful misconduct or negligence of the City, its representatives, officers, agents, or employees

- Agreed to additional language, but I added the word "solely" to the provision

27. Cox requested that consent of the City not be required for internal transfers and requested insertion of following language (in red):

No consent is required for (a) a transfer to an entity controlling, controlled by, or under common control with Grantee;

- Agreed to include this language

28. Cox requested removal of transfer fee as Cox would be required to offset this fee against the license fee revenues under Arizona statute.

- Deleted license transfer fee payment

COXCOM, INC.

CITY OF COOLIDGE

CABLE TELEVISION LICENSE AGREEMENT

Entered Into _____, 2011

To be effective midnight January 11, 2011

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CABLE TELEVISION LICENSE AGREEMENT

This Cable Television License Agreement (the "Agreement" or the "License") is made and entered into by and between the City of Coolidge, Pinal County, Arizona (the "City") and CoxCom, Inc., a Delaware corporation ("Grantee") to be effective on the date set forth below.

RECITALS

- A. The City is authorized to grant, renew, deny, and terminate Licenses for the installation, operation, and maintenance of Cable Systems and otherwise regulate Cable Services within the City boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority.
- B. Grantee has maintained and operated a Cable System in the City pursuant to the Existing License, which was entered into as of January 26, 1998, and expires by its terms on January 12, 2011.
- C. Effective at midnight on January 11, 2011, Grantee and the City desire to enter into a new license to provide Cable Services within the City.
- D. The City has reviewed Cable Service in the City, including but not limited to a review of Grantee, Grantee's record of service in the City, Grantee's facilities, the cable-related community needs of the City for both the present and future, Grantee's ability to carry out its commitments, and Grantee's overall financial, legal, and technical qualifications to hold a license from the City.
- E. Based on such review, the City hereby finds that it would serve the public interest to grant a license on the terms and conditions hereinafter set forth, and Grantee agrees to obtain a license under these conditions.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

- 1. **Definitions.** For purposes of this License, unless otherwise expressly defined herein, the capitalized terms, phrases, words and their derivations shall have the meanings set forth in the City of Coolidge Cable Code in effect on the Effective Date (hereinafter referred to as the "Code").
 - 1.1. "City Building" means a building that is both (a) occupied by the City or owned by the City and (b) used for municipal purposes.
 - 1.2. "City Channels" means the government and the education channels.
 - 1.3. "City Manager" means the City Manager or the City Manager's designee.

1.4. "Competitor" means any Person entering into the Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the Service Area, including by means of an "open video system" (as such term is defined in the Cable Act).

1.5. "Confidential Information" means any and all technical data, materials, reports, and other information owned by or developed by, or on behalf of Grantee and/or its Affiliates, any information that relates to the Cable System, and any and all financial data and information relating to Grantee's business, that Grantee discloses in writing, orally, visually, or through some other media, or that the City learns or obtains through observation, analysis, compilation, or other study of such information, data, or knowledge, except any portion thereof that (a) is known to the City at the time of the disclosure, as evidenced by its written records and was not acquired by the City on a confidential basis; (b) is disclosed to the City by a third party having a right to make such disclosure; (c) becomes published, or otherwise publicly known through no fault of the City; or (d) is independently developed by or for the City without use of Confidential Information disclosed hereunder as evidenced by its written records.

1.6. "Education Channel" means the channel provided for in Section 4.2 of this License.

1.7. "Existing License" means the Cable Television License dated January 26, 1998, by and between CoxCom, Inc. and the City.

1.8. "Government Channel" means the channel provided for in Section 4.1 of this License.

1.9. "Gross Revenues" means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half percent annually, that is received directly or indirectly by Grantee, its affiliates, subsidiaries or parent or any person, firm or corporation in which Grantee has a financial interest or that has a financial interest in Grantee and that is derived from Grantee's operation of its Cable System to provide cable service in the City. Gross revenues include all revenue from charges for Cable Service to Subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a Subscriber to receive Cable Service, and any other receipts from Subscribers derived from operating the Cable System to provide Cable Service, including receipts from forfeited deposits, sale or rental of equipment to provide Cable Service, late charges, interest and sale of program guides. Gross revenues also include all income Grantee receives from the lease of its facilities located in the Streets, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the City. Gross revenues do not include revenues from commercial advertising on the Cable System, the use or lease of studio facilities of the Cable System, the use or lease of leased access channels or bandwidth, the production of video programming by Grantee, the sale, exchange, use or cablecast of any programming by Grantee in the City, sales to Grantee's Subscribers by programmers of home shopping services, reimbursements paid by programmers for launch fees or marketing expense, License Fees, taxes, or other fees or charges that Grantee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

1.10. "License Fee" means the fee set forth in Section 3 of this License.

1.11. "MDU" means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

1.12. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers.

1.13. "Normal Operating Conditions" means those service conditions that are within Grantee's control including, but not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Those conditions that are not within Grantee's control include, but are not limited to, natural disasters, civil disturbances, utility company power outages, telephone network outages, and severe or unusual weather conditions.

1.14. "Standard Drop" means a cable connection that requires no more than a 125-foot drop measured from the nearest point of a Subscriber's home or place of business to the nearest existing technically feasible point on the Cable System from which an individual Subscriber can be connected to the Cable System. A Standard Drop involves only one outlet and standard materials. A Standard Drop does not include the following (the cost of which may be assessed directly to the Subscriber): (a) a wall fish; (b) custom installation work, including specific Subscriber-requested work that requires non-standard materials or cable routing that requires construction methods exceeding reasonable underground or aerial work; or (c) the cost of any equipment or construction modifications necessary to provide an adequate signal over the Standard Drop to the Subscriber's residence.

1.15. "Subscriber Complaint" means any written or oral complaint by a Subscriber to the City that the Subscriber did not receive the Cable Service that the Subscriber requested consistent with the requirements of this License.

2. Grant of Authority; Term.

2.1. Grant of License. The City hereby grants to Grantee, pursuant and subject to the Code, the nonexclusive license to occupy and use the Streets within the City in order to provide Cable Service over the Cable System in the City and for that purpose to erect, install, solicit, construct, repair, replace, rebuild, reconstruct, maintain, and retain in, on, over, upon, across, and along any Streets such poles, wires, cable fiber optics, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units, and other property or equipment as may be necessary or appurtenant to the Cable System; and, in addition, so to use, operate and provide similar facilities or properties rented or leased from other Persons, including but not limited to any public utility or other entity licensed or permitted to do business in the City. Nothing in this License shall be construed to prohibit Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2. Non-Exclusive Grant. The Grantee's right to operate a Cable System in the City and to occupy and use Streets and public rights-of-way in furtherance thereof is non-exclusive. The City reserves the right, at its discretion, to grant Licenses under the terms of the Code to

other cable operators and may permit others to use its Streets and public rights-of-way for similar or other purposes on such terms and conditions as the City, in its sole discretion, deems appropriate. However, the City agrees not to allow any person to enter into the Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the Service Area, including by means of an "open video system" (as such term is defined in the Cable Act), without first obtaining a permit, license, authorization, or other agreement from the City or such other governmental entity then entitled to grant such permit, license, authorization, or other agreement.

2.3. License Not Transferrable. This Agreement and the License granted thereby may not be sold, transferred or assigned other than on the terms and conditions set forth in this Agreement.

2.4. Competitive Parity. The material provisions of the Agreement under which any Competitor is authorized to enter the Streets shall be reasonably comparable to those contained herein, and the obligations imposed on Grantee shall be no less burdensome nor more favorable than the obligations imposed upon such Competitor, in order that one operator not be granted an unfair competitive advantage over another.

2.5. Prior Occupancy. Any privilege claimed under this License by Grantee in any Street or other public property is subordinate to any (a) prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, (b) prior lawful occupancy or use thereof by any other Person, and (c) prior easements therein; provided, however, that nothing herein extinguishes or otherwise interferes with property rights established independently of this License.

2.6. Term. The License shall be effective as of midnight on January 11, 2011 ("Effective Date"), at which time this License shall supersede the Existing License, and shall expire at 11:59 p.m. on December 31, 2025, unless the License is renewed or the License is sooner terminated by the revocation of the License. Upon the termination of the License, all rights of the Grantee in the License shall cease, and the rights of the Grantee to the System, or any part thereof, shall pass as provided in the Code and federal laws or regulations governing the provision of Cable Services.

2.7. Enforceability of Code and Agreement: No Opposition. By execution of this Agreement, the Grantee acknowledges the validity of those terms and conditions of the Code in existence on the Effective Date which are not inconsistent with the terms of this Agreement. Grantee further acknowledges that this License is subject to and shall be governed by all terms, conditions, and provisions of the Code, both as of the Effective Date and as may be subsequently amended by the City from time to time pursuant to the City's police powers and taxing authority, as well as all other state or federal laws or regulations governing the provision of Cable Services. The City expressly reserves the right to exercise the full scope of its municipal powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Coolidge. Grantee agrees that its rights under this Agreement are subject to the police powers of the City to adopt and enforce general resolutions necessary for the health, safety and welfare of the public and that it agrees to comply

with all lawful and application laws, ordinances and resolutions enacted by the City pursuant to such power.

3. **License Fee and Other Payments.**

3.1. **License Fee.** Grantee shall pay to the City a License Fee in an amount equal to five percent (5%) of Grantee's Gross Revenues during the term of this License.

3.2. **Offsets.** Grantee is entitled to offset against the License Fee due to the City, the following:

3.2.1. Any amounts Grantee paid to the City during the prior quarter in privilege license taxes; provided, however, that Grantee is not entitled to offset to the extent Grantee made payments of privilege license taxes on any gross income (within the meaning of the privilege license tax ordinance), that is not included in Gross Revenues.

3.2.2. Any amounts Grantee paid during the prior quarter for repair, renovation, restoration, or reconstruction to comply with any requirements of the City that exceed the repair and restoration requirements set forth in Section 12.7 of this License, including, but not limited to repair, renovation, restoration or reconstruction required by any pavement restoration ordinance or similar ordinance adopted by the City and applicable to Grantee. At the time License Fees are due pursuant to this License, Grantee shall provide to the City an itemized report detailing (i) the amount of the Licensee Fees that would otherwise be due to the City without offset; (ii) a detailed report of all costs incurred by Grantee and the portion of such costs that exceed the repair and restoration requirements of Section 12.7 of this License and which are being offset; and (iii) the amount of License Fees, if any, being paid to the City after accounting for the offset.

3.2.3. Any amounts Grantee paid to the City during the prior quarter for right-of-way management fees, construction permit, permit design fee, building permit fees, encroachment permit fees, inspection fees, zoning review fees, pavement restoration fees, and any other fees that City imposes, under City Code requirements or otherwise, on Grantee's construction activities in the Streets.

3.3. **Payment of License Fees.** The payment of the License Fee shall be made quarterly and shall be remitted on or before the thirtieth day of the month following the end of the calendar quarter. Each License Fee payment shall be accompanied by a written report to the City, verified by an authorized Grantee representative, containing an accurate statement in summarized form of Grantee's Gross Revenues for the payment period.

3.4. **Late Payments.** In the event any License Fee payment is not made within ten (10) days of the required date as set forth in Section 3.3, the Grantee shall pay a late charge of five percent (5%) of the amount of payment due plus interest charges computed from such date to the date paid at the rate of one percent (1%) per month, compounded daily, for the period of delinquency.

3.5. **No Accord and Satisfaction.** No acceptance of any License Fee payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct

amount or a release of any claim that the City may have for further or additional sums payable under the Code or this Agreement, and all amounts paid shall be subject to audit and recomputation by the City.

3.6. All Rights Reserved. The City reserves all of its rights to regulate the Grantee's rates to the maximum extent permitted by law.

3.7. License Fee Audit.

3.7.1. Upon written notice to Grantee, the City may inspect Grantee's records and financial statements relating to Grantee's calculation of the License Fee in order to verify Grantee's compliance with the License Fee requirements under the Code and this Agreement. The City and Grantee each have the right to audit and to recompute any amounts determined to be payable under this License; provided, however, that such audit must take place within thirty-six (36) months following the close of Grantee's fiscal year for which the audit is desired.

3.7.2. Upon completion of an audit, the City shall provide Grantee with written notice including a copy of the audit report and setting forth any additional amounts due to the City identified in the audit. If, as a result of the audit or any other review, the City determines that the Grantee has underpaid its fees in any calendar year by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation plus interest on such amount at the rate set forth in Section 3.4, the Grantee shall reimburse the City for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. Grantee shall pay any deficiency within thirty (30) days following such written notice; provided, however that Grantee will not be required to pay such deficiency or costs associated with the audit until thirty (30) days after completion of the administrative hearing process if Grantee commences such process pursuant to Section 17.3.

3.7.3. If, as a result of the audit or any other review, it is determined that the Grantee has overpaid its fees, Grantee may recover overpayment(s) of License Fees by taking credits of up to one-hundred percent (100%) of each subsequent quarterly License Fee payment due to the City until Grantee has recouped the full amount of the overpayment, without interest.

3.8. Security Fund. Within thirty (30) days after the effective date of this License, Grantee shall deposit with the City an irrevocable, unconditional letter of credit, in favor of the City in the amount of Five Thousand Dollars (\$5,000) which shall remain in place and/or full force and effect throughout the Agreement. Such letter of credit shall constitute Grantee's Security Fund which shall be subject to the terms and conditions of Article 13.8 of the Code, and the following specific requirements:

3.8.1 The form and substance of the letter of credit will be used to assure (a) the faithful performance by Grantee of all provisions of this License; (b) compliance with all orders, permits, and directions of any agency, commission, board, department, division or office of the City have jurisdiction over Grantee's acts or defaults under this License; and (c) Grantee's payment of any penalties, claims, liens, and taxes due to the City that arise by reason of the

construction, operation, or maintenance of the Cable System, including cost of removal or abandonment of any of Grantee's property.

3.8.2 A letter of credit shall in no event require the consent of the Grantee prior to the collection by the City of any amounts covered by such letter of credit. The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Grantee has been found to have failed to comply with this License, stating the nature of noncompliance, and stating the amount being withdrawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right or remedy the City may have.

3.8.3 At any time during the term of this Agreement, the City may, in its reasonable discretion, require the Grantee to increase the amount of the letter of credit to an amount the City deems appropriate if it finds that additional risk factors exist which necessitate an increase in the amount of the letter of credit, such as an increase in the amount of compensation payments to be made pursuant to this Agreement or the persistent or substantial failure of the Grantee to perform any of its obligations pursuant to the Agreement. All such increases shall be made only by the City Council, and only after affording Grantee reasonable advance notice and an opportunity to be heard.

3.8.4 Replenishment. Throughout the term of the Agreement, or for as long as the Grantee operates the System, whichever period is longer, and for at least ninety (90) days thereafter, the Grantee shall maintain the letter of credit in the amount specified in the Agreement. Within fifteen (15) business days after receipt of notice from the City that any amount has been withdrawn from the Security Fund, , the Grantee shall immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the City's draft; provided however, that the maximum amount available to be drawn on the letter of credit for any one event shall not exceed twenty-five thousand dollars (\$25,000), unless the City has increased the amount of the Security Fund as provided in Section 3.8.3, in which event the maximum amount available to be drawn shall be equal to the increased amount.

3.8.5 The rights reserved herein to the City with respect to the Security Fund are in addition to all other rights it may have under the Code, the Agreement, and any other law.

3.8.6 Failure to maintain the Security Fund in full compliance with this Agreement and the Code shall constitute a material violation of the Agreement and the Code.

3.9 Liquidated Damages. Grantee acknowledges that the City has the right to

impose liquidated damages for a failure by Grantee to comply with the Code or this Agreement. Grantee acknowledges that a failure to comply with the Code and this License shall result in injuries to the City and the residents, businesses and institutions of the City, the compensation for which will be difficult to ascertain and to prove, and that the liquidated damages amounts the Licensing Authority may impose pursuant to the Code and this Agreement are not a penalty or forfeiture. In accordance with the Code, the City may impose such liquidated damages as set forth in Article 13.7.1 of the Code; provided, however, the City's right to impose liquidated damages is subject to the notice, right to cure and public hearing provisions set forth in Section 17.

4. City Channels.

4.1. Government Channel. Within one hundred twenty (120) days of written request by the City, Grantee shall make available at no charge to the City one channel on the Cable System designated as a Government Channel to be used by City government officials and agencies. The Government Channel is for use by the City for non-commercial, informational programming regarding government activities and programs.

4.2. Education Channel. Within one hundred twenty (120) days of written request by the City, Grantee shall make available at no cost to the City one channel on the Cable System designated as an Education Channel. The Education Channel shall be used by the City for non-commercial, informational programming regarding educational activities and programs.

4.3. Point of Origin. The City Channels shall each originate from a studio designated by the City within the corporate limits of the City. Grantee shall establish the connection to the Cable System necessary for each of the City Channels to originate from this location at no cost to the City. If the City elects to relocate the point of origination for any of the City Channels, the City shall bear the entire cost of such relocation.

4.4. Maintenance of Equipment. Grantee shall provide at no charge to the City, prompt and regular periodic maintenance and replacement of any cables, amplifiers, and other distribution equipment owned by Grantee and used for the City Channels. The City shall provide and operate and maintain at its expense all other equipment and facilities necessary for operation of the City Channels.

4.5. Downstream Programming from Another City or City. If the City elects to receive downstream programming from another city or town, the City shall pay all costs incurred by Grantee in providing for the City to receive such programming. The City must obtain the necessary consents from the city or town that originated the programming before Grantee takes any steps to provide the City with such programming.

4.6. Location of Channels. Grantee may, in its sole discretion, determine the tier and channel location of the City Channels and the method for delivering these channels over the Cable System.

4.7. Unused Capacity. Grantee may utilize unused capacity on the City Channels for any purpose under rules and procedures established by the City. Grantee and the City will annually review the use of the City Channels and, upon mutual agreement between Grantee and

the City, the City may, in its sole and absolute discretion, relinquish one or more of the City Channels to Grantee for use as Grantee sees fit.

5. **Services to the City.**

5.1. Service to City Buildings. Upon written request from the City Grantee shall provide at no charge to the City Grantee's Basic tier of Service to City Buildings.

5.2. Drops to City Buildings. If making Service available to a City Building requires no more than a Standard Drop, Grantee shall make Service available without charge to the City. If making Service available to a City Building requires more than a Standard Drop, Grantee will not be required to make such Service available unless the City pays to Grantee an amount equal to the actual, reasonable labor and material costs incurred by Grantee for the additional facilities and work, less Grantee's cost for a Standard Drop. Absent a showing by Grantee to the City of unusual circumstances, which include without limitation street crossings or plant extensions, any Standard Drop to any City Buildings shall be accomplished within ten (10) days of the written request for Service.

6. **Changes in Cable Technology.**

6.1. Periodic Meetings. The City and Grantee will meet at periods of not less than every three (3) years or upon the written request of either party to discuss changes in cable television laws, regulations, technology, competing services, the needs of the community, and other factors impacting cable television. As a result of these discussions, this License may be modified by mutual agreement of the City and Grantee to respond to a change in laws, regulations, technology, competing services, the needs of the community, or other factors affecting cable television.

6.2. Certain Conditions. If any of the following conditions occur, and upon written request of either Grantee or the City, the City and Grantee will meet and discuss in good faith the terms of a mutually agreeable amendment to this License:

6.2.1. Cable Service similar to the Cable Service offered by Grantee is provided by any Competitor that is not subject to similar licensing requirements of the City; or

6.2.2. Any other significant event occurs, including but not limited to changes of federal or state law or a final non-appealable order or judgment by a court of competent jurisdiction, which either the City or Grantee believes may affect the current terms and conditions of this License.

6.3. Purpose. The purpose of the meetings set forth in this Section is to use best efforts to reach mutually acceptable agreement for recommendation to the City Council for proposed action on amendments to this License to relieve the City or Grantee from any commercial impracticability that arises during the term of this License. This Section 6 is intended to facilitate a process whereby the parties may reach a mutually acceptable agreement to amend this License, but, in no event, does this Section require that this License be amended.

7. The Cable System.

7.1 Compliance with FCC Rules.

7.1.1. The System shall meet all FCC requirements as set forth in (but not limited to) 47 C.F.R. Part 76, as amended from time to time. If federal law is subsequently amended or minimum technical specifications are no longer mandated by the FCC, the technical specifications in effect on the Effective Date of this Agreement shall govern.

7.1.2 All maintenance performed on the Cable System by the Grantee shall be in accordance with FCC regulations governing technical performance and operating standards, currently in effect or hereinafter amended.

7.2 Continuous 24-Hour Operation. The System shall operate continuously for 24 hours each day and without material degradation of signal; provided, however, Grantee shall not be in breach of this provision if the System is temporarily lost or degraded as a result of man-caused interruptions or immediately following extraordinary storms which adversely affect utility services or which damage major System components.

7.3 Testing for Compliance with FCC Standards. If required by the FCC, or as otherwise set forth in this Agreement, tests shall be conducted on the System which shall meet FCC Cable Television System Technical Performance Standards of 47 C.F.R. §76.601 through and including §76.630. Grantee shall provide to the City, upon request by the City, written reports of Grantee's bi-annual FCC performance tests and shall promptly advise the City when such test is scheduled. Grantee shall also provide copies to the City, upon request, of any other test results and documentation of any required repairs determined to be needed by any tests.

7.4 Maintenance of the System in Good Working Order. Grantee shall render efficient Cable Services, make repairs promptly and interrupt Cable Services only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall occur during periods of minimum Cable System use. Until the termination of this Agreement and the satisfaction in full by the Grantee of its obligations under this Agreement and the Code, in consideration of the License, the Grantee agrees that it will maintain all of the material properties, assets and equipment of the System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

7.5 Standards in Conducting Work. In conducting any work on the System and/or within the Streets, the Grantee shall ensure that does so in full compliance with the Code, including specifically but not limited to Article 6 thereof. All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the System shall comply with all applicable laws and regulations, and shall be performed in an orderly, workmanlike, safe, thorough and reliable manner, using materials of good and durable quality. If at any time, it is determined by the City or any other agency or authority of competent jurisdiction that any part of the System, including, without limitation, any means used to distribute Signals over or within the System, is harmful to the health or safety of any Person, then the Grantee shall, at its own cost and expense, promptly correct such conditions.

8. **Service Obligations.**

8.1. **Residential Service.** Grantee shall extend its Cable System to serve dwelling units within the City as contemplated in this Section 8.1. Each unit in an MDU is counted as a dwelling unit in determining the residential density, provided a mutually acceptable agreement granting Grantee reasonable access to the MDU has been executed and delivered. Grantee is not required to make service available to residents of an MDU where the owner of the property has not granted Grantee reasonable access to the property.

8.1.1. When requested by a resident or developer in the City, Grantee shall, at Grantee's sole expense, extend the Cable System to any single family residence or dwelling within the City, provided that such extension involves density of thirty-five existing homes per cable plant mile measured from the nearest technically feasible point of connection on the Cable System, determined by Grantee in its sole discretion.

8.1.2. When a resident or developer in the City requests an extension of service to an area that does not meet the minimum density set forth above in Section 8.1.1, Grantee must comply with such request only if the resident or developer agrees to pay to Grantee an amount equal to all incremental costs incurred beyond those for an extension otherwise involving a density of thirty-five existing homes per mile. The incremental costs to be paid will be Grantee's costs (reasonable labor and materials) of extending the Cable System consistently with Grantee's overall system design to the residence, or to and throughout the development, from the nearest technically feasible point of connection on the Cable System, as determined by Grantee in its sole discretion. The costs will include splicing in one or more taps and extending cable.

8.1.3. Where there is a request by a developer for an extension to a development that does not meet the minimum density test set forth in Section 8.1.1 and where, instead of proceeding under Section 8.1.2, the developer agrees to pay Grantee's full costs (reasonable labor and materials) of extending the Cable System from the nearest technically feasible point of connection on the Cable System to the nearest Street access to the development, Grantee shall then extend the Cable System within the development, at Grantee's sole cost, if it has a density of thirty-five existing homes per mile measured from the nearest Street access to the development to which the developer elected to pay to have the Cable System extended.

8.1.4. Absent a showing by Grantee to the City Manager of circumstances beyond Grantee's reasonable control, an extension of Service pursuant to Sections 8.1.1, 8.1.2, or 8.1.3 must be accomplished within one hundred twenty days (120) after the developer or resident's written request.

8.1.5. To prevent unnecessary disruption and damage to Streets, rights-of-way, and other property, the installation of Cable System must be accomplished in new subdivisions at the same time, and in the same trench as other communications, electric, and other permanent services to structures. Except to the extent that federal law grants them other rights, developers of new residential buildings or mobile homes within a new or undeveloped subdivision, new residential units within new multiple occupancy residential developments, and new commercial and industrial buildings and structures shall treat cable television facilities as

they treat other communication facilities, utilities, and other underground facilities, in regards to availability and cost of joint trenching for underground installation.

8.2. Commercial Service. Grantee shall make Cable Services available to commercial establishments as set forth below. Grantee will not be required to make service available to commercial establishments where the owner of the property has not granted Grantee reasonable access to the property.

8.2.1. When requested by the owner of a commercial or residential establishment in the City, Grantee shall, at Grantee's sole expense, extend the Cable System to any commercial or industrial establishment within the City, provided that such extension involves density of one hundred hook-ups per cable plant mile measured from the nearest technically feasible point of connection on the Cable System determined by Grantee in its sole discretion.

8.2.2. When the owner of a commercial or industrial establishment within the City requests an extension of service to an area that does not meet the minimum density set forth in Section 8.2.1, Grantee shall be required to comply with such request only if the owner agrees to pay to Grantee an amount equal to all incremental costs incurred beyond those for an extension otherwise involving a density of one hundred hook-ups per cable plant mile. The incremental costs to be paid will be Grantee's costs (reasonable labor and materials) of extending the Cable System consistently with Grantee's overall system design to the establishment from the nearest technically feasible point of connection on the Cable System, as determined by Grantee in its sole discretion. The costs will include splicing in one or more taps and extending cable.

8.2.3. Absent a showing by Grantee to the City Manager of circumstances beyond Grantee's reasonable control an extension of service pursuant to Sections 8.2.1 or 8.2.2 shall be accomplished within one hundred twenty (120) days after the owner's execution of any necessary easement documents and/or capital contribution agreements.

8.3 Service for the Disabled. Grantee shall strictly comply with all federal, state and local laws and regulations, as amended from time to time, applicable to providing Cable Service to Subscribers with disabilities.

9. Service Drops.

9.1. Standard Drop. Grantee shall make Cable Service available to any single family residence or dwelling unit or any commercial establishment within the City at the standard connection charge if the connection requires a Standard Drop.

9.2. Non-Standard Drop. If making Cable Service available requires more than a Standard Drop, Grantee will not be required to make such Cable Service available unless the Person requesting such Cable Service pays to Grantee the standard connection charge and an amount equal to the reasonable, actual labor and material costs incurred by Grantee for the additional facilities and work beyond the Standard Drop.

9.3. Bulk Billing. Grantee may offer bulk billing service, but may not require a bulk billing agreement as a condition of providing Cable Service, when the Person requesting service pays to Grantee the applicable amount(s) set forth in Section 9.2.

9.4. Timing.

9.4.1. Absent a showing by Grantee to the City Manager of unusual circumstances, including without limitation Street crossings, (i) any Standard Drop to a single family residence or dwelling shall be accomplished within ten (10) days of the request for Service and (ii) any drop that is not a Standard Drop shall be accomplished within twenty (20) days of such request. When a drop requires a line extension to a residence, the extension shall be accomplished in the time provided in Section 9.1 above.

9.4.2. Absent a showing by Grantee to the City Manager of unusual circumstances, including without limitation Street crossings, (i) any Standard Drop to a commercial establishment shall be accomplished within ten (10) days after the owner of such commercial establishment executes any necessary easement documents and capital contribution agreements, and (ii) any commercial drop that is not a Standard Drop shall be accomplished within twenty (20) days after the owner's execution of any necessary easement documents and/or capital contribution agreements. When a drop requires a line extension to a commercial establishment, the extension shall be accomplished in the time provided in Section 9.2 above.

10. Construction Requirements.

10.1. Construction and Technical Standards.

10.1.1. Grantee shall construct, install, operate, and maintain its Cable System in a manner such that it operates at all times consistent with all laws, the Code, the construction standards of the City, and the FCC Rules and Regulations, Part 76 SubPart K (Technical Standards), as amended from time to time. In addition, the City may at any time conduct independent measurements of the Cable System.

10.1.2. Construction, installation, and maintenance of a Cable System shall be performed in an orderly and professional manner. All cables and wires shall be installed, where possible, parallel with and in a manner similar to the installation of electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. Installations shall be in conformance with all applicable codes. Grantee must at all time comply with applicable sections of:

10.1.2.1. National Electrical Safety Code (ANSI)C2-1990;

10.1.2.2. National Electrical Code (National Bureau of Fire Underwriters);

10.1.2.3. The Uniform Building Code as may be adopted and amended by the City, together with applicable portions of all other Uniform Codes, as may be

adopted and amended by the City, promulgated by the International Conference of Building Officials;

10.1.2.4. The Code, City Zoning Code and Subdivision Regulations, all as from time to time amended and revised, and all other applicable rules and regulations now in effect or hereinafter adopted by the City.

10.1.3. Prior to the commencement of construction or expansion of the System, the Grantee shall provide the technical specifications, in adequate detail, to be utilized in the construction of the proposed Cable System. At such time that the Grantee applies for a permit to construct a portion of the System, the Grantee shall submit to the City Public Works Department a detailed site plan or map showing the proposed location of the portion of the System and the relationship of that portion of the System to all exiting roadway systems, with sufficient information for the City of Coolidge Public Works Department to issue the right-of-way permit, and to inspect the work being performed in the public easements and public rights-of-way. Upon completion, the applicant shall file "as-build" plans with the City in hard copy showing the detailed location of all underground cable plant and active electronics, including but not limited to, all transmitting and receiving pickup locations, the fiber and coaxial plant, and coaxial amplifiers and pedestal locations. For purposes of security of the Cable System and competitive business considerations, such information shall be kept confidential by the City to the fullest extent permitted by applicable law.

10.2. Utility Locating System. License shall participate in the regional one-call utility locating system (Blue Stake).

10.3. Resident Notification of Construction Activity Required. Grantee shall provide reasonable advance notice to all affected residents before system construction crews enter the right-of-way adjacent to their property; provided that Grantee shall not be required to provide such notice in emergencies or for normal system repair and maintenance work.

11. Emergency Alert System. Grantee shall install and operate an emergency alert system in compliance with the rules and regulations of the Federal Communications Commission and the State of Arizona "Emergency Alert System Operation Plan," as amended from time to time. Grantee shall transmit all Emergency Act Notifications and Emergency Act Terminations relating to local and state-wide situations as may be designated to be an emergency by the Local Primary, the State Primary and/or the State Emergency Operations Center, as those authorities are identified and defined within FCC Rules and Regulations, Part 11.

12. Use of Streets.

12.1. Location of Grantee's Property. Any poles, wires, cable lines, conduits, or other properties of Grantee to be constructed or installed in Streets shall be so constructed or installed only at such locations and in such manner approved by the City consistent with the City's technical and permitting regulations. Grantee or its authorized contractors shall obtain all

required permits before any physical work is done in the City's rights-of-way or on City-owned property.

12.2. Undergrounding.

12.2.1. Unless otherwise provided in this License, all new Grantee facilities in the Streets or in any public or private easement shall be located in accordance with the Code, the City's subdivision regulations, as they may be amended from time to time. Nothing contained in this Section requires Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, stand-by and other power supplies, network reliability units, pedestals, or other related equipment.

12.2.2. If Grantee extends new service into an area that already has available overhead utility poles, then Grantee may use such poles for its facilities, subject to Grantee's agreement with the pole owner. No underground facilities may be moved to poles. Grantee may not install any poles. Grantee's existing overhead facilities may remain on poles subject to the requirements of Section 12.2.3 below.

12.2.3 Grantee's aerial facilities shall be placed underground as set forth below.

12.2.3.1 Where aerial facilities of other utilities in the same span are placed underground at the cost of such other utility, Grantee shall concurrently (or earlier) place its existing aerial facilities underground at its own expense.

12.2.3.2 Where aerial facilities of other utilities in the same span are placed underground at the cost of the City or a third party, such as a developer, Grantee shall concurrently (or earlier) place its existing overhead facilities underground only if (a) the cost of such undergrounding is paid by the City or such third party and (b) Grantee receives timely notification of the undergrounding of such other utility lines and opportunity to participate in joint trench with such other utility(ies). In the event that Grantee is not notified and given reasonable opportunity to participate in a joint trench with other utility(ies), Grantee will not be required to place its facilities underground at a later date unless the cost of such undergrounding in excess of the cost to participate in the joint trench is borne by the entity charged with providing Grantee notice of the joint trench opportunity.

12.2.4 The City shall provide Grantee with notice of the issuance of building or development permits for planned commercial/residential developments within the City requiring undergrounding of cable facilities. The City shall require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give Grantee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by Grantee at least ten (10) business days before availability.

12.2.5 All new underground wires or cable placed by Grantee after the Effective Date of this License shall be placed in conduit except for service drops.

12.3 Emergency Work. The City reserves the right to move any portion of Grantee's equipment and facilities as may be required in any emergency as determined by the City without liability for interruption of Cable Service. However, before taking any action pursuant to this Section, the City shall provide, whenever feasible, reasonable notice to Grantee of the emergency to allow Grantee the opportunity to protect and repair Grantee's facilities involved in the emergency.

12.4 Temporary Removal for Building Improvements. Grantee, on the written request of any Person holding a building moving permit issued by the City, shall temporarily raise or lower its wires to permit the moving of buildings. The Grantee may impose a reasonable charge, not to exceed its actual costs, before or after such movements, on any Person other than the City for any such movement of its wires. Grantee shall be given not less than ten (10) business days advance notice to arrange for such temporary wire changes.

12.5 Changes Required by Public Improvements. Grantee shall from time to time protect, support, temporarily dislocate, temporarily or permanently, as may be required, remove or relocate, any facilities installed, used, or maintained under this License, if and when (a) made necessary by any lawful change of grade, alignment, or width of any Street, by the City or (b) made necessary by any City improvement or alteration in, under, on, upon, or about any Street, when such improvement or alteration is being conducted by the City for a governmental purpose or is made necessary by traffic conditions, public safety, Street vacation, or any other public project or purpose by the City. Such removal or relocation shall be paid for by Grantee; provided, however, that Grantee shall have substantially the same obligations with respect to the cost of such relocation as all other users of the public rights-of-way. If any portion of the removal or relocation costs of other users of the public rights-of-way is being borne by a third party, the City will use its best efforts to work with Grantee and such third party to ensure that the third party bears the cost of removal or relocation of Grantee's facilities to the same extent that it is covering such costs of removal or relocation of the facilities of other users of the right-of-way. To the extent that public funds are available to compensate utilities and other affected rights-of-way users for the costs of such location, Grantee shall be entitled to receive such funds on an equal basis with all other utilities and users.

12.6 Notification to Grantee. In an effort to alert Grantee to all potential areas where Grantee's facilities may be installed, the City shall include Grantee as a "check-off" participant in the permitting process and on all relevant permits or other forms that will provide developers or contractors with notice to contact Grantee and provide Grantee the opportunity to participate in joint trench or joint facility placement opportunities.

12.7 Street Repair. If Grantee causes damage to pavement, sidewalks, driveways, landscaping, or other property during construction, installation, or repair of its facilities, Grantee or its authorized agent shall replace and restore such places as nearly as may be possible to the condition that existed before the damage occurred. All repair and restoration necessary to meet the requirements set forth in this Section shall be at Grantee's expense and in a manner acceptable to the City.

12.8 Permitting.

12.8.1 For all permits applied for by Grantee, the City agrees to act timely and in any event in accordance with any timelines established by the City for permit issuance. Where Grantee identifies changes after the issuance of a permit and during construction, Grantee shall apply for a permit revision as required by City guidelines; provided, however, that upon the approval of the City inspector Grantee may continue construction while waiting for approval of the revised permit.

12.8.2 To facilitate coordination with the City on review, prioritizing and issuance of permits, and any payments therefore, Grantee shall apply for and process permits through a centralized office of Grantee established for that purpose. When this office identifies to the City a non-emergency but atypically time-sensitive permit that requires processing and issuance more surely or swiftly than under City's customary timelines, City agrees to use its best efforts to review and issue the permit on the expedited basis requested by Grantee. Grantee and City agree to coordinate to develop procedures for this expedited process and for regular quarterly, or at other intervals, mutual review of the process, its use and the effects on both parties.

12.8.3 Automatically, upon the Effective Date of this License the City shall grant to Grantee a maintenance permit for a period of one year. This maintenance permit shall cover Grantee's access to its existing facilities within the Service Area for the performance of work by Grantee where no excavation is involved. Work covered by this annual maintenance permit would include, but not be limited to, splicing in existing vaults, installation of underground cables in existing conduit structure, access to aerial facilities including maintenance, repair, replacement of existing cable, aerial splicing, and the placement of new aerial cable and strand in accordance with the terms of this License. While performing work under this maintenance permit, Grantee shall comply with all requirements of the City regarding traffic control, notice to the City, and related matters. This annual maintenance permit shall be automatically renewed on each anniversary of the Effective Date of this License.

12.8.4 Automatically, upon the Effective Date of this License the City shall grant to Grantee an emergency permit covering Grantee's access to its existing facilities within the Service Area in order to perform work necessary for the repair of major outages affecting Cable Services. While performing work under this maintenance permit, Grantee shall comply with all requirements of the City regarding traffic control, notice to the City, and related matters. This emergency permit shall be automatically renewed on each anniversary of the Effective Date of this License.

13. Subscriber Service Provisions.

13.1 Subscriber Service Standards. Grantee shall at all times satisfy FCC customer service standards, as amended from time to time by the FCC, with the following specific standards:

13.1.1 Office Hours and Communication Availability.

(a) In addition to the requirements of the Code and specifically Article 10.2, Grantee shall establish and maintain at least one (1) publicly-listed local, toll free and/or call collect telephone number which shall be available to cable Subscribers twenty-four (24) hours a day, seven (7) days a week to receive requests for repair or installation services, for reporting outages and for responding to billing questions, with an answering service or automated device answering them outside of the Grantee's business hours. The answering service or automated device shall record calls concerning billing questions, complaints, or other matters. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time, and the telephone system shall have enough incoming lines and adequate staff to process incoming calls such that each call is answered in thirty (30) seconds or less and no caller is placed on hold for more than thirty (30) seconds. Grantee may, however, maintain an automated response unit to help direct calls to an appropriate representative during normal business hours (or, after normal business hours, to an automated answering system capable of recording such inquiries), provided that any such automated system be capable of directing the caller to the appropriate representative within thirty seconds after completion of the menu prompts.

(b) Grantee shall also maintain a conveniently located bill payment center.

(c) The standards in this Section shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis. The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards unless an historical record of complaints indicate a failure to comply.

13.1.2 Installations, Outages and Service Calls. Grantee shall furnish, render and sell Cable Service to its Subscribers in a manner which conforms to the FCC Customer Service Standards and as required by the Code, including but not limited to Articles 8 through 10 inclusive, all as amended from time to time.

13.1.3 Customer Service Standards and Consumer Protection. Grantee shall furnish, render and sell Cable Service to its Subscribers in a manner which conforms to the FCC Customer Service Standards and as required by the Code, including but not limited to Articles 8 through 10 inclusive, all as amended from time to time.

13.2 Billing Practices. Grantee shall bill all Subscribers to its Cable System in accordance with the Code, including but not limited to Article 10.3, and in a uniform manner, regardless of a Subscriber's level of service. In no case may any Subscriber be billed for service more than thirty (30) days before receipt of such service. Payment may be due no sooner than the fifteenth day of each billing period, and the due date shall be listed on each bill. Bills shall be mailed no later than the first day of the billing period.

13.3 Subscriber Complaint Procedures. Grantee shall comply with the following Subscriber Complaint procedures.

13.3.1 Grantee shall ensure that all Subscribers have recourse to a satisfactory process to submit complaints. Grantee shall respond to all Subscriber Complaints within a reasonable time. Grantee shall follow a written internal appeal procedure for disputes over Subscriber Complaints.

13.3.2 Grantee shall establish and maintain a written log listing all Subscriber Complaints. The written log shall include the name and telephone number, if given, of the Subscriber making the complaint and Grantee's action on the complaint. The log shall be maintained by Grantee for three (3) years and, to the extent permitted by federal law, shall be available to the City Manager and the public for inspection upon request during Grantee's Normal Business Hours.

13.3.3 Grantee shall provide, in writing, upon request of the City Manager, details from its written log relating to any Subscriber Complaint.

13.4 Subscriber Solicitation Procedures.

13.4.1 All Grantee personnel, agents, and representatives, including subcontractors, shall wear a cable uniform or clearly display a photo-identification badge when acting on behalf of Grantee in the City.

13.4.2 Grantee shall afford each Subscriber of the Cable System a three-day right of rescission for ordering installation of Cable Service from the Cable System provided that such right of rescission will end when physical installation of Cable System equipment on such Subscriber's premises begins.

13.5 Disconnection and Termination of Cable Services. Grantee shall only disconnect or terminate a Subscriber's Cable Service for good and just cause. In no event may Grantee disconnect Cable Service for nonpayment without prior written notification to the affected Subscriber at least seven (7) days before such disconnection or termination. In no event may such disconnection or termination for nonpayment occur in less than thirty (30) days after a Subscriber's failure to pay a bill when due. If Grantee improperly discontinues Cable Service to any such Subscriber, upon request it shall provide free reconnection to the Cable System to such Subscriber.

13.6 Rights of Individuals. Grantee may not deny Cable Service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, sex, age, or disability; provided, however, that Grantee may not be required to provide Cable Services to any Person who does not pay the applicable line extension connection fee, fees for drops in excess of Standard Drops, and/or Cable Service charge(s). Grantee shall comply at all times with all other applicable federal, state, and local laws and regulations, as amended from time to time, relating to nondiscrimination.

14. Inspection of Records.

14.1 Inspection of Records. At all reasonable times as related to determination of

License compliance, Grantee shall permit any duly authorized representative of the City to examine any and all financial records and records regarding Grantee's operation of the System and the provision of Services over the System that are kept or maintained by Grantee or under its control that reasonably relate to Grantee's accurate payment of License Fees and compliance with the terms of this License Agreement. Such records shall include without limitation all petitions, applications, communications and reports submitted by Grantee to the FCC, Securities and Exchange Commission or any other federal or state regulatory commission or agency, other than the Internal Revenue Service or the Arizona Department of Revenue, having jurisdiction over any matters affecting cable operations authorized pursuant to this License.

14.2 Maps. Grantee and the City shall at all times make and keep full and complete plans and records showing the exact location of all Cable System and other utility facilities installed or in use in Streets, and other places in the City and make them available to the other for review upon request. Upon request, each shall provide the other with route maps or sets of maps drawn to scale, showing the location of their respective underground and above ground facilities. The purpose of these requirements is to facilitate design by Grantee and review by the City of Grantee's construction of its facilities, minimize interference with the City's facilities, expedite construction, and minimize financial burdens on both parties.

15. Indemnification. To the full extent permitted by law, Grantee shall indemnify, defend and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from the construction, operation, repair or maintenance of the System or work in the Streets of whatever kind whatsoever (including specifically by way of example, but not limited to, violation or infringement of any copyright, trade mark, trade name, service mark, or patent, invasion of the right of privacy, defamation of any Person, firm or corporation) or in any way arising out of the conduct of Grantee's business in the City or Grantee's enjoyment or exercise of the License, regardless of whether the act or omission complained of is authorized, allowed, or prohibited by the Code or this Agreement. Grantee's obligation under this provision shall not be limited in any way by any term of this Agreement or the insurance limits; provided that Grantee shall not indemnify the City or any of its representatives, officers, agents and employees for any damages, liability or claims resulting solely from the willful misconduct or negligence of the City, its representatives, officers, agents, or employees. The City shall give the Grantee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Grantee will provide the defense of any claims brought against the City by selecting counsel of Grantee's choice to defend the claim, subject to the consent of the City, which will not unreasonably be withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Grantee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the City, Grantee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Grantee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the City does not consent to the terms of any such settlement or compromise, the Grantee shall not settle the claim or action but its obligation to indemnify the City for damages shall in no event exceed the amount of such settlement.

16. Insurance.

16.1 Liability Insurance. Grantee shall maintain in full force and effect, at no cost and expense to the City, during the term of this License, (a) commercial general liability insurance in the amount of two million dollars (\$2,000,000) per occurrence, combined single limit for bodily injury and property damage; and (b) automobile liability coverage with a minimum limit of liability of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage. The City shall be designated as an additional insured. Such insurance will not be cancelable except upon thirty (30) days prior written notice to the City. Upon written request, Grantee shall provide a certificate of insurance showing evidence of the coverage required by this Section. Grantee may self-insure the above-described policy coverages if Grantee or its parent is of sufficient financial standing to provide such insurance.

16.2 Increase in Insurance Coverage. In the event of any changed circumstances following the Effective Date of this Agreement, if the City wishes to alter the minimum limitation of the liability insurance policy or policies required herein, then the City and the Grantee shall negotiate such alteration in good faith.

16.3 Workers' Compensation. Grantee shall ensure its compliance with the Arizona Worker's Compensation Act and in that regard shall secure insurance to cover its obligations with respect to workers' compensation claims. Grantee shall indemnify and hold harmless the City from any workers' compensation claims to which Grantee may become subject during the term of this Agreement.

16.4 Liability Not Limited. The legal liability of Grantee to the City and any Person for any of the matters which are the subject of the liability insurance policies required by this Agreement, including without limitation, Grantee's indemnification obligations set forth in the Code and this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by the Grantee.

17. Notice of Violation; Right to Cure or Respond; Public Hearing.

17.1 Notice of Violation; Right to Cure or Respond. In the event that the City believes that Grantee has not complied with the terms of this License, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the issue, the City shall notify Grantee in writing of the exact nature of the alleged noncompliance. Grantee shall have thirty (30) days from receipt of the notice of violation: (a) to respond to the City, contesting the assertion of noncompliance; (b) to cure such default; or (c) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

17.2 Scheduling; Notice. If Grantee fails to respond to the notice described in Section 17.1 pursuant to the procedures set forth therein, or if the alleged default is not cured within thirty (30) days after the date projected pursuant to Section 17.1 above, if the City intends to continue its assertion of and investigation into the alleged default, then the City Manager shall schedule a public hearing to investigate the default. The City shall provide Grantee at least ten (10) days prior written notice of such hearing, which notice shall specify the time, place and purpose of such hearing. At such hearing, Grantee shall be provided a full and fair opportunity to be heard.

17.3 Contesting an Audit. Within fifteen (15) days after notice from Grantee that it contest an audit determination of License Fees under Section 3.7.2, the City Manager shall schedule an administrative hearing. This shall be a public hearing and Grantee shall be afforded full due process of law, including, without limitation, an opportunity to be heard, to present evidence and to cross examine witnesses. Within fifteen (15) days after the resolution of such hearing, the City shall issue a determination.

17.4 City Action Upon Determination of Event of Default. Upon the City's determination of an Event of Default, after the providing Grantee with the notice, opportunity to cure and public hearing as set forth in Sections 17.1, 17.2 and 17.3 above, then the City may, at any time:

- (a) Require the Grantee to take such actions as the City deems reasonably appropriate in the circumstances to ensure compliance with this License Agreement or the Code; and/or
- (b) Seek money damages from the Grantee as compensation for such Event of Default; and/or
- (c) Seek to obtain the appointment of a court-appointed trustee or similar Person to take any actions which the City deems appropriate in the circumstances; and/or
- (d) Revoke the License by termination pursuant to Article 13 of the Code or this Section of the Agreement; and/or
- (e) Exercise the remedies set forth in Articles 13.7 and 13.8 of the Code.

17.5 Appeal. Grantee may appeal any determination of the City to an appropriate court, which shall have the power to review the decision of the City de novo if such review is within the jurisdiction of the court.

18. Effect of Expiration, Revocation, or Termination of License.

18.1. Continuity of Service. It is the right of all Subscribers to continue receiving Cable Service as long as their financial and other obligations to Grantee are honored. If this License expires or terminates, Grantee shall cooperate with the City to ensure continuity of Cable Service to all Subscribers for a period of up to twelve (12) months. Said period may be extended by written agreement between the City and Grantee. During such period, the provisions of the Code, this Agreement and such additional terms and conditions as are agreeable to the City and Grantee shall apply.

18.2 Other Services. Upon expiration, revocation, or termination of this License for any reason, Grantee shall have one hundred eighty (180) days from the date of expiration, revocation, or termination to enter into good faith negotiations with the City or other governmental authority to obtain a license, permit, or other approval or agreement that may then lawfully be required in order to allow Grantee to continue using Grantee's facilities in the Streets for any lawful service other than Cable Service that Grantee may then provide over its facilities in the Service Area.

18.3 Holding Over. In any circumstance whereby Grantee would continue to occupy the Streets after the expiration of this Agreement, such holding over shall be deemed to operate as a renewal or extension of this Agreement on a month-to-month basis that may be terminated at any time by the City upon sixty (60) days written notice to Grantee, or by Grantee upon sixty (60) days written notice to the City.

19. Transfer.

19.1 Prior Consent.

19.1.1 Except as otherwise set forth below, Grantee's right, title, or interest in this License may not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with Grantee, without the prior consent of the City, such consent not to be unreasonably withheld. No consent is required for (a) a transfer to an entity controlling, controlled by, or under common control with Grantee or (b) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Grantee in the License or Cable System in order to secure indebtedness; provided, however, that the secured party under any such agreement may not exercise any right or remedy thereunder (including, without limitation, the remedy of foreclosure) that would have the effect of transferring, selling or otherwise disposing of the Cable System in a manner that would require the consent of the City.

19.1.2 Grantee's request for transfer shall include the information required by Article 3.2.5 of the Code and, if requested by the City, the information set forth in Article 3.2.6 of the Code. Within sixty (60) days after receiving request for consent to a transfer for which City consent is required, the City shall notify Grantee in writing of any additional information it reasonably requires to determine the legal, financial, and technical qualifications of the transferee. If the City has not taken action on Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the City will be deemed given.

19.2 Grant, Rent, or Lease. As long as a grant, rent, or lease of all or a portion of the Cable System does not amount to a transfer, Grantee in the normal course of providing Cable Services or other services such as telecommunications and information service over the Cable System may grant, rent, or lease use of the Cable System to other Persons. Any use by such persons shall be restricted to and consistent with such uses as Grantee or such person is authorized in this License or under other applicable law. Any such use shall be in compliance with applicable federal and state law. No such grant, rent or lease by Grantee will, however, relieve Grantee of any requirement or obligation under this License as to its use of the Streets.

20. **Controlling Authorities.**

20.1 **Local Ordinances.** Grantee agrees to comply with the terms of the Code and any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the Code and ordinance do not have the effect of limiting the benefits or expanding the obligations placed upon Grantee that are contained in this License. In the event of a conflict between the Code or any ordinance and this License, this License shall control, subject to the rights of the City to exercise the full scope of its municipal powers as set forth in Section 2.7 of this Agreement.

20.2 **Federal and State Laws.** This License is subject to and shall be governed by all requirements of the Cable Act; Arizona Revised Statutes Sections 9-505 through 9-510, as amended; and other federal and state laws and regulations governing cable communications. In a conflict between the terms and conditions of this License and the terms and conditions on which the City can grant a license, federal and state law shall control.

21. **Grantee's Representations and Warranties.**

21.1 **Authority.** Grantee represents and warrants that it has the power and authority to enter into this License by and through the representative who has signed this License on its behalf, and that it has the power and ability to do all the acts required of it by this License.

21.2 **Misrepresentation.** Grantee has not misrepresented or omitted material facts, has not accepted this License with intent to act contrary to the provisions herein, and represents and warrants that, as long as it operates the Cable System, it will be bound by the terms and conditions of this License or a subsequently issued license.

21.3 **Attorneys.** Grantee further acknowledges that it was represented throughout the negotiations of this License by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding this License.

22. **Confidentiality.**

22.1 **Protection of Confidential Information.** To the fullest extent permitted by law, the City agrees to treat on a confidential basis any Confidential Information disclosed by Grantee to the City. The City shall not use the Confidential Information for any purpose whatsoever other than in connection with its rights and obligations under this License. The City shall safeguard the Confidential Information using measures that are equal to the measures used to safeguard its own confidential information of comparable value, but in no event less than reasonable care.

22.2 **Disclosure to Representatives.** Disclosure of Grantee's Confidential Information by the City shall be limited to only those of its employees, representatives, or agents that have a need to know, and that are in a confidential relationship with the City, who are informed by the City of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Section.

22.3 **Disclosure Required by Law.** In the event that the City becomes legally compelled to disclose any of the Confidential Information, the City shall provide Grantee with

prompt notice so that Grantee may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section. In the event that such protective order or other remedy is not obtained, or that Grantee waives compliance with the provisions of this Section, the City shall furnish only that portion of the Confidential Information that the City is advised by opinion of counsel is legally required and the City shall exercise its best efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information by the person to whom it is disclosed.

23. **Miscellaneous.**

23.1 **Filings.** When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the office of the City Clerk.

23.2 **Force Majeure.**

23.2.1 Grantee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of this License) where such alleged noncompliance or default occurred or was caused by an act of God, an act or omission of governmental military or civilian authority, strike or lockout, riot, epidemic or quarantine, war, earthquake, fire, flood, tidal wave, unusually severe rain, wind, or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, terrorist acts, governmental, administrative or judicial order or regulation or other circumstances that could not have been avoided through Grantee's exercise of reasonable care, prudence and diligence. This provision includes work delays caused by waiting for utility providers to service or monitor their own above-ground or underground facilities to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

23.2.2 Furthermore, the parties hereby agree that it is not the City's intention to subject Grantee to penalties, fines, forfeitures, or revocation of the License for so-called "technical" breach(es) or violation(s) of this License, which include but are not limited to the following: (i) in instances or for matters where a violation or a breach by Grantee of the License was good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area or (ii) where strict performance with the terms of the License would result in practical difficulties and hardship to Grantee that outweigh the benefit to be derived by the City and/or Subscribers.

23.3 **Severability.** If any Section, sentence, paragraph, term, or provision of this License or any ordinance, regulation, law, or document incorporated herein by reference is held to be illegal, invalid, unconstitutional, or unenforceable, by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions hereof all of which shall remain in full force and effect for the term of this License.

23.4 **Notice.** Unless otherwise provided for in this License, all notices to be given hereunder shall be given in writing and may be hand delivered or given by certified first class mail, postage prepaid addressed to the parties at the addresses set forth below. Such notices will be deemed served and effective when delivered to the designated persons listed below during

ordinary business hours or on the date of delivery by U.S. Mail registered or certified return receipt requested.

To Grantee: CoxCom, Inc.
1550 West Deer Valley Road
Building C
Phoenix, Arizona 85027
Attn: Senior VP and General
Manager - Arizona

With a copy, which is not notice, to: Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, Georgia 30319
Attn: Legal Department

To the City: City of Coolidge
130 West Central Avenue
Coolidge, Arizona 85128
Attn: City Manager

With a copy, which is not notice, to: Coolidge City Attorney
P.O. Box 11208
Casa Grande, 85130-0148

23.5 Governing Law; Venue. The provisions of this License are subject to applicable federal law, including but not limited to the Cable Act and the rules, regulations, and orders of the FCC, and are also subject to state law not in conflict with such federal law. In the event of any conflict between the provisions of this License and such state or federal law, the provisions of such state or federal law shall prevail. Proper venue is in the Superior Court of Pinal County or the United States District Court for the District of Arizona.

23.6 Headings. The headings contained herein are intended solely to facilitate the reading thereof. Such headings shall not affect the meaning or interpretation of the text herein.

23.7 Integration; Acquired Licenses. This License constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, drafts, discussion outlines, correspondence, memoranda, or otherwise regarding the subject matter hereof. This License hereby preempts and cancels any other license agreements granted by the City that are acquired by Grantee through the purchase or acquisition of other Cable Systems and/or cable operators. Upon completion of an acquisition the terms of this License shall govern Grantee's newly acquired Cable System(s) or cable operation(s).

23.8 Conflict of Interest. The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflict of interest shall apply to this Agreement.

23.9 Prohibition of Doing Business with Sudan and Iran. Pursuant to A.R.S. §§35-391.06 and 35-393.06. Grantee certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first written above.

CITY OF COOLIDGE

By: _____
Thomas R Shope, Mayor

ATTEST:

Norma Ortiz, City Clerk

APPROVED AS TO FORM:

Denis M Fitzgibbons, City Attorney

COXCOM, INC., a Delaware corporation

By: _____
J. Stephen Rizley
Senior VP and General Manager – Arizona

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Accept Letter of Resignation from Councilmember Randall Rushing and authorize staff to begin the process to fill council vacancy.	STAFF PRESENTER: Norma Ortiz, City Clerk
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RECOMMENDATION:

Approval to accept Letter of Resignation submitted by Councilmember Randall Rushing; and authorize staff to begin the process to fill council vacancy.

DISCUSSION:

On December 21, 2010, Councilmember Randall Rushing formally announced his resignation as Councilmember for the City of Coolidge.

Per City Code, Section 2-1-4; the Council shall fill by appointment for the unexpired term any vacancy that may occur on the Council for whatever reason.

Therefore, I have attached is a schedule outlining the dates to begin the process to fill the vacancy on council.

FISCAL IMPACT:

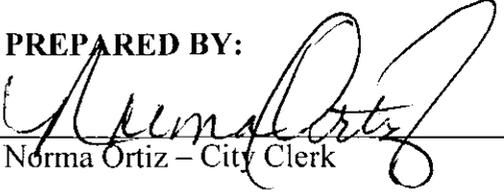
Cost of display ads in local newspaper.

Attachments

Letter or Resignation by Councilmember Randall Rushing
Timeline Schedule to fill Councilmember Vacancy

REVIEWED BY:


Robert Flatley – City Manager

PREPARED BY:


Norma Ortiz – City Clerk

REVIEWED BY:


Lisa Pannella – Finance Director

REVIEWED BY:


Denis Fitzgibbons – City Attorney

December 21, 2010

DEC 21 2010

This letter is to formally announce my resignation from the position of Councilmember for the City of Coolidge, effective immediately. This has been a difficult decision, however, the time has come for me to move on. Working for the citizens of this community has been a positive experience and one for which I am thankful. I have learned a great deal, and have enjoyed working on projects for the city. It has been a pleasure to work with, and for this community.

Godspeed,
Randall Rushing

A handwritten signature in black ink, appearing to read 'RR', with a long horizontal flourish extending to the right.

MEMORANDUM

TO: Honorable Mayor and Councilmembers
FROM: Norma Ortiz, City Clerk
DATE: January 4, 2011
RE: Filling of Council Vacancy

Listed below is a timeline for filling the councilmember vacancy created by the resignation of Randall Rushing:

Date	Action
January 10, 2011	Accept Letter of Resignation from Councilmember Randall Rushing.
January 19, 2011	Display Ad placed in newspaper and posted on City' website requesting applications from interested parties.
January 26, 2011	Display Ad placed in newspaper and posted on City's website requesting applications from interested parties.
February 4, 2011	Deadline to submit applications from interested parties.
February 14, 2011	Council makes appointment to fill vacancy.
February 28, 2011	Appointed Councilmember takes seat.

#14

Report Criteria:
Detail report.
Paid and unpaid invoices included.

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
A STORAGE PLACE OF COOLIDGE					
A STORAGE PLACE OF COOLID	RELOCATION STORAGE COST	12/01/2010	218.00	12/10/2010	15-410-241
Total A STORAGE PLACE OF COOLIDGE:			218.00		
AFLAC					
AFLAC	SUPPLEMENTAL INS- 01/11	12/09/2010	7,728.87	12/10/2010	62-218230
Total AFLAC:			7,728.87		
AGAPE, INC.					
AGAPE, INC.	REPAIR SINGLE PANE WINDO	11/01/2010	160.00	12/24/2010	10-553-252
Total AGAPE, INC.:			160.00		
ALEJANDREZ, CAROL					
ALEJANDREZ, CAROL	REPLENISH PETTY CASH	12/21/2010	3.74	12/24/2010	10-547-285
ALEJANDREZ, CAROL	REPLENISH PETTY CASH	12/21/2010	35.97	12/24/2010	10-547-285
ALEJANDREZ, CAROL	REPLENISH PETTY CASH	12/21/2010	3.26	12/24/2010	10-547-285
ALEJANDREZ, CAROL	REPLENISH PETTY CASH	12/21/2010	1.96	12/24/2010	10-547-285
ALEJANDREZ, CAROL	REPLENISH PETTY CASH	12/21/2010	15.01	12/24/2010	10-561-211
ALEJANDREZ, CAROL	REPLENISH PETTY CASH	12/21/2010	13.80	12/24/2010	10-561-285
Total ALEJANDREZ, CAROL:			73.74		
AMERICAN MESSAGING					
AMERICAN MESSAGING	PAGER SERVICE	11/30/2010	19.69	12/03/2010	11-541-241
Total AMERICAN MESSAGING:			19.69		
ANIMAL CARE EQUIPMENT & SERVICES LLC					
ANIMAL CARE EQUIPMENT & S	2 KETCH POLES FOR ANIMAL C	11/30/2010	182.24	12/10/2010	10-547-285
Total ANIMAL CARE EQUIPMENT & SERVICES LLC:			182.24		
ARBOR DAY FOUNDATION					
ARBOR DAY FOUNDATION	MEMBERSHIP RENEWAL - TOM	12/03/2010	15.00	12/10/2010	10-553-267
Total ARBOR DAY FOUNDATION:			15.00		
ARON & ASSOCIATES, P.C.					
ARON & ASSOCIATES, P.C.	WAGE ASSIGNMENT	12/24/2010	115.37	12/24/2010	62-218340
ARON & ASSOCIATES, P.C.	WAGE ASSIGNMENT	12/10/2010	115.37	12/10/2010	62-218340
Total ARON & ASSOCIATES, P.C.:			230.74		
AXIS REPROGRAPHICS					
AXIS REPROGRAPHICS	COPY OF PLANS OF REVEGATI	12/14/2010	141.70	12/31/2010	10-561-214
Total AXIS REPROGRAPHICS:			141.70		
AZ COMMERCIAL (AUTOZONE)					
AZ COMMERCIAL (AUTOZONE)	ST4-BATTERY	11/30/2010	79.69	12/10/2010	11-541-251
AZ COMMERCIAL (AUTOZONE)	PARTS FOR PARKS VEHICLE	11/04/2010	70.84	12/10/2010	10-554-253

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
AZ COMMERCIAL (AUTOZONE)	PD57-BRAKE PADS	11/30/2010	42.50	12/17/2010	10-532-251
AZ COMMERCIAL (AUTOZONE)	ST10-BATTERY	11/30/2010	150.54	12/10/2010	11-541-251
AZ COMMERCIAL (AUTOZONE)	PD71-BATTERY	12/03/2010	79.69	12/17/2010	10-532-251
AZ COMMERCIAL (AUTOZONE)	GM9-PARTS FOR PARKS VEHIC	12/07/2010	17.69	12/24/2010	10-554-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE	12/08/2010	9.10	12/10/2010	10-532-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE	12/08/2010	9.10	12/10/2010	10-543-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE	12/08/2010	9.10	12/10/2010	10-544-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE	12/08/2010	9.10	12/10/2010	10-554-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE	12/08/2010	9.10	12/10/2010	11-541-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE	12/08/2010	9.10	12/10/2010	42-480-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE	12/08/2010	9.10	12/10/2010	44-485-251
AZ COMMERCIAL (AUTOZONE)	HAND CLEANER	12/08/2010	14.15	12/10/2010	10-543-285
AZ COMMERCIAL (AUTOZONE)	PARKS AND REC-BATTERY FO	12/08/2010	111.75	12/17/2010	10-553-251
AZ COMMERCIAL (AUTOZONE)	PD 2000 CARAVAN- MASTER C	12/14/2010	69.07	12/31/2010	10-532-251
AZ COMMERCIAL (AUTOZONE)	ST24-DIESEL OIL	12/16/2010	159.28	12/31/2010	11-541-256
AZ COMMERCIAL (AUTOZONE)	LW9-BATTERIES	12/20/2010	162.93	12/31/2010	42-480-251
AZ COMMERCIAL (AUTOZONE)	ST32-FUEL TANK	12/21/2010	110.69	12/31/2010	11-541-251
Total AZ COMMERCIAL (AUTOZONE):			1,132.52		
AZ DEPARTMENT OF PUBLIC SAFETY					
AZ DEPARTMENT OF PUBLIC S	FINGERPRINT SCREENING 6@	12/03/2010	144.00	12/10/2010	10-523-229
Total AZ DEPARTMENT OF PUBLIC SAFETY:			144.00		
AZ DEPT OF ENVIRONMENTAL					
AZ DEPT OF ENVIRONMENTAL	REVIEW FEES CLEAN CLOSUR	12/09/2010	1,830.00	12/17/2010	57-482-229
AZ DEPT OF ENVIRONMENTAL	LANDFILL REGISTRATION FEE	12/23/2010	500.00	12/31/2010	44-486-267
Total AZ DEPT OF ENVIRONMENTAL:			2,330.00		
AZ DEPT OF ENVIRONMENTAL QUALI					
AZ DEPT OF ENVIRONMENTAL	REVIEW FEE- YEAR 2010 FINA	12/13/2010	500.00	12/17/2010	44-486-267
Total AZ DEPT OF ENVIRONMENTAL QUALI:			500.00		
AZ DEPT OF REVENUE					
AZ DEPT OF REVENUE	TRANSACTION PRIVELEDGE T	11/24/2010	40.00	12/03/2010	10-529-267
AZ DEPT OF REVENUE	OUT OF STATE USE SALES TA	12/09/2010	18.43	12/10/2010	10-554-285
AZ DEPT OF REVENUE	OUT OF STATE USE SALES TA	12/09/2010	28.80	12/10/2010	10-554-285
AZ DEPT OF REVENUE	OUT OF STATE USE SALES TA	12/09/2010	78.72	12/10/2010	10-554-285
Total AZ DEPT OF REVENUE:			165.95		
AZ FIRE CHIEF'S ASSOCIATION					
AZ FIRE CHIEF'S ASSOCIATION	ANNUAL DUES	12/21/2010	25.00	12/24/2010	10-534-267
AZ FIRE CHIEF'S ASSOCIATION	ANNUAL DUES	12/21/2010	25.00	12/24/2010	22-541-267
Total AZ FIRE CHIEF'S ASSOCIATION:			50.00		
AZ GLOVE & SAFETY					
AZ GLOVE & SAFETY	FIRST AID SUPPLIES/GLOVES	11/11/2010	79.65	12/10/2010	11-541-285
AZ GLOVE & SAFETY	FIRST AID SUPPLIES FOR PAR	11/15/2010	144.83	12/03/2010	10-554-283
AZ GLOVE & SAFETY	FIRE EXTINGUISHER	11/23/2010	50.17	12/03/2010	11-541-283
AZ GLOVE & SAFETY	WORK GLOVES	11/30/2010	12.33	12/10/2010	11-541-285
AZ GLOVE & SAFETY	FIRST AID SUPPLIES/GLOVES	12/19/2010	143.96	12/31/2010	11-541-285

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total AZ GLOVE & SAFETY:			430.94		
AZ MUN. RISK RETENTION POOL					
AZ MUN. RISK RETENTION PO	DEDUCTIBLE-LLOYD GILLENW	12/14/2010	1,000.00	12/24/2010	10-562-285
Total AZ MUN. RISK RETENTION POOL:			1,000.00		
AZ OFFICE TECHNOLOGIES					
AZ OFFICE TECHNOLOGIES	COPIER - MONTHLY 12/20-1/20/	12/16/2010	122.16	12/24/2010	10-561-255
AZ OFFICE TECHNOLOGIES	MO MA BASE PLS B&W DIG 11/	11/16/2010	107.11	12/17/2010	10-532-255
AZ OFFICE TECHNOLOGIES	MO MA BASE PLS B&W DIG 11/	11/16/2010	107.11	12/17/2010	10-532-255
AZ OFFICE TECHNOLOGIES	ANNUAL MAINT AGREEMENT C	11/23/2010	1,785.01	12/17/2010	10-523-255
AZ OFFICE TECHNOLOGIES	ANNUAL MAINT AGREEMENT C	11/23/2010	1,785.01	12/17/2010	10-526-255
AZ OFFICE TECHNOLOGIES	ANNUAL MAINT AGREEMENT C	11/23/2010	1,785.01	12/17/2010	11-541-255
AZ OFFICE TECHNOLOGIES	MO MA BASE PLS B&W DIG 12/	12/15/2010	107.11	12/31/2010	10-532-255
AZ OFFICE TECHNOLOGIES	MO MA BASE PLS B&W DIG 12/	12/15/2010	107.11	12/31/2010	10-532-255
AZ OFFICE TECHNOLOGIES	COPIER-MONTHLY 12/17-01/17/	12/15/2010	66.95	12/24/2010	10-529-255
Total AZ OFFICE TECHNOLOGIES:			5,972.58		
AZ PUBLIC SERVICE					
AZ PUBLIC SERVICE	855W BALDWIN AVE/855 W BAL	12/16/2010	47.33	12/31/2010	10-554-264
AZ PUBLIC SERVICE	112 W CENTRAL AVENUE	12/10/2010	5,632.58	12/31/2010	11-541-264
AZ PUBLIC SERVICE	HOHOKAM PARK	12/13/2010	74.77	12/31/2010	10-554-264
AZ PUBLIC SERVICE	52 E CENTRAL AVENUE	12/17/2010	21.29	12/31/2010	10-529-264
AZ PUBLIC SERVICE	300 W CENTRAL AVENUE	12/17/2010	68.96	12/31/2010	10-554-264
AZ PUBLIC SERVICE	103 W PINKLEY AVE	12/17/2010	153.92	12/24/2010	10-534-264
AZ PUBLIC SERVICE	411 S 1ST ST	12/16/2010	227.26	12/31/2010	10-543-264
AZ PUBLIC SERVICE	1449 N AZ BLVD LIFT STATION	12/13/2010	42.40	12/31/2010	42-480-264
AZ PUBLIC SERVICE	355 S 1ST ST	12/16/2010	171.65	12/31/2010	11-541-264
AZ PUBLIC SERVICE	350 N AZ BLVD	12/17/2010	118.37	12/31/2010	11-541-264
AZ PUBLIC SERVICE	531 W CENTRAL AVENUE	12/20/2010	123.30	12/31/2010	11-541-264
AZ PUBLIC SERVICE	161 W HARDING AVENUE	12/16/2010	71.15	12/31/2010	10-544-264
AZ PUBLIC SERVICE	670 W PIMA AVENUE	11/17/2010	102.10	12/03/2010	10-554-264
AZ PUBLIC SERVICE	670 W PIMA AVENUE	12/20/2010	89.29	12/31/2010	10-554-264
AZ PUBLIC SERVICE	500 W COOLIDGE AVENUE	12/16/2010	143.99	12/31/2010	11-541-264
AZ PUBLIC SERVICE	160 W CENTRAL AVENUE	11/16/2010	1,145.50	12/10/2010	10-555-264
AZ PUBLIC SERVICE	300 W CENTRAL AVENUE/BLDG	12/17/2010	166.71	12/31/2010	10-554-264
AZ PUBLIC SERVICE	123 W NORTHERN AVE	11/16/2010	74.07	12/10/2010	10-532-264
AZ PUBLIC SERVICE	650 W VAH KI INN RD	12/13/2010	202.60	12/31/2010	10-554-264
AZ PUBLIC SERVICE	911 S AZ BLVD	11/17/2010	2,792.80	12/10/2010	10-532-264
AZ PUBLIC SERVICE	301 W WALTON AVENUE	11/17/2010	44.96	12/03/2010	10-554-264
AZ PUBLIC SERVICE	301 W WALTON AVENUE	12/15/2010	40.47	12/31/2010	10-554-264
AZ PUBLIC SERVICE	110 W CENTRAL AVENUE	11/16/2010	575.68	12/03/2010	10-526-264
AZ PUBLIC SERVICE	110 W CENTRAL AVENUE	12/17/2010	380.83	12/31/2010	10-526-264
AZ PUBLIC SERVICE	300 W CENTRAL AVENUE	12/17/2010	59.47	12/31/2010	10-554-264
AZ PUBLIC SERVICE	130 W CENTRAL AVE	12/17/2010	314.15	12/31/2010	10-529-264
AZ PUBLIC SERVICE	1321 W INDUSTRIAL DR	12/15/2010	61.97	12/31/2010	42-480-264
AZ PUBLIC SERVICE	240 W PINKLEY AVENUE	12/17/2010	56.98	12/31/2010	10-544-264
AZ PUBLIC SERVICE	131 W PINKLEY AVENUE	11/16/2010	370.16	12/03/2010	10-561-264
AZ PUBLIC SERVICE	131 W PINKLEY AVENUE	12/17/2010	364.17	12/31/2010	10-561-264
AZ PUBLIC SERVICE	1595 W COOLIDGE AVENUE	12/20/2010	5,428.32	12/31/2010	42-480-264
Total AZ PUBLIC SERVICE:			19,167.20		
AZ PUBLIC SERVICE COMPANY					
AZ PUBLIC SERVICE COMPANY	STREET LIGHT MAINT/POLE SH	11/28/2010	2,184.55	12/10/2010	11-541-264

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
AZ PUBLIC SERVICE COMPANY	STREET LIGHT AGREEMENT	11/28/2010	890.90	12/24/2010	11-541-264
AZ PUBLIC SERVICE COMPANY	STREET LIGHT MAINT/POLE SH	12/19/2010	2,184.55	12/31/2010	11-541-264
Total AZ PUBLIC SERVICE COMPANY:			5,260.00		
AZ STATE LAND DEPARTMENT					
AZ STATE LAND DEPARTMENT	LAND LEASE #003-105002-00 -	12/08/2010	2,400.00	12/17/2010	46-542-241
Total AZ STATE LAND DEPARTMENT:			2,400.00		
AZ STATE PRISON-FLORENCE					
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/01/2010	31.50	12/24/2010	11-541-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/01/2010	58.50	12/24/2010	44-485-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/15/2010	18.00	12/24/2010	11-541-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/15/2010	40.50	12/24/2010	44-485-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/29/2010	27.00	12/24/2010	11-541-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/29/2010	54.00	12/24/2010	44-485-227
Total AZ STATE PRISON-FLORENCE:			229.50		
AZ STATE TREASURER					
AZ STATE TREASURER	SURCHARGE FOR NOVEMBER	12/10/2010	741.02	12/17/2010	10-220425
AZ STATE TREASURER	SURCHARGE FOR NOVEMBER	12/10/2010	2,772.61	12/17/2010	10-220430
AZ STATE TREASURER	SURCHARGE FOR NOVEMBER	12/10/2010	8,257.73	12/17/2010	10-220435
AZ STATE TREASURER	SURCHARGE FOR NOVEMBER	12/10/2010	1,062.04	12/17/2010	10-220440
AZ STATE TREASURER	SURCHARGE FOR NOVEMBER	12/10/2010	1,690.74	12/17/2010	10-220450
AZ STATE TREASURER	SURCHARGE FOR NOVEMBER	12/10/2010	824.95	12/17/2010	10-220455
Total AZ STATE TREASURER:			15,349.09		
AZ WASTEWATER INDUSTRIES					
AZ WASTEWATER INDUSTRIES	COUPLER/CLAMP	11/23/2010	81.75	12/10/2010	42-480-253
Total AZ WASTEWATER INDUSTRIES:			81.75		
AZ WATER COMPANY					
AZ WATER COMPANY	AIRPORT STANDPIPE @ N WEL	11/24/2010	207.52	12/10/2010	11-541-263
AZ WATER COMPANY	200 N WASHINGTON ST	11/19/2010	17.83	12/10/2010	10-554-263
AZ WATER COMPANY	200 N WASHINGTON	12/20/2010	18.13	12/31/2010	10-554-263
AZ WATER COMPANY	411 S 1ST STREET	11/18/2010	28.89	12/10/2010	10-543-263
AZ WATER COMPANY	411 S 1ST STREET	12/17/2010	27.42	12/31/2010	10-543-263
AZ WATER COMPANY	911 S AZ BLVD	11/17/2010	17.78	12/10/2010	10-532-263
AZ WATER COMPANY	911 S AZ BLVD	12/16/2010	240.89	12/31/2010	10-532-263
AZ WATER COMPANY	911 S AZ BLVD	11/17/2010	25.83	12/10/2010	10-532-263
AZ WATER COMPANY	911 S AZ BLVD	12/16/2010	26.27	12/31/2010	10-532-263
AZ WATER COMPANY	850 W WILSON AVENUE	12/06/2010	44.56	12/31/2010	10-554-263
AZ WATER COMPANY	1600 COTA LANE/IRRIGATION	11/01/2010	68.02	12/10/2010	10-554-263
AZ WATER COMPANY	FLORENCE & SONORA	11/19/2010	17.83	12/10/2010	10-554-263
AZ WATER COMPANY	FLORENCE & SONORA	12/20/2010	18.13	12/31/2010	10-554-263
AZ WATER COMPANY	250 S 3RD ST	11/18/2010	23.25	12/10/2010	10-544-263
AZ WATER COMPANY	250 S 3RD ST	12/17/2010	25.79	12/31/2010	10-544-263
AZ WATER COMPANY	161 W HARDING AVENUE	11/18/2010	17.83	12/10/2010	10-544-263
AZ WATER COMPANY	161 W HARDING AVENUE	12/17/2010	18.13	12/31/2010	10-544-263
AZ WATER COMPANY	131 W PINKLEY AVENUE	11/18/2010	19.77	12/10/2010	10-561-263
AZ WATER COMPANY	131 W PINKLEY AVENUE	12/17/2010	19.91	12/31/2010	10-561-263
AZ WATER COMPANY	NORTH PARK/300 BLK WALTON	11/22/2010	142.60	12/10/2010	10-554-263
AZ WATER COMPANY	416 S MAIN ST	11/18/2010	17.83	12/10/2010	10-554-263
AZ WATER COMPANY	416 S MAIN ST	12/17/2010	18.13	12/31/2010	10-554-263

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
AZ WATER COMPANY	125 W NORTHERN AVENUE	11/18/2010	148.43	12/10/2010	11-541-263
AZ WATER COMPANY	125 W NORTHERN AVENUE	12/17/2010	148.62	12/31/2010	11-541-263
AZ WATER COMPANY	301 N PACIFIC/EAST SIDE PAR	11/19/2010	17.83	12/10/2010	10-554-263
AZ WATER COMPANY	301 N PACIFIC/EAST SIDE PAR	12/20/2010	18.13	12/31/2010	10-554-263
AZ WATER COMPANY	224 W COOLIDGE AVENUE	11/18/2010	17.83	12/10/2010	10-554-263
AZ WATER COMPANY	224 W COOLIDGE AVENUE	12/17/2010	18.13	12/31/2010	10-554-263
AZ WATER COMPANY	327 E CAMERON BLVD	11/19/2010	17.99	12/10/2010	15-415-263
AZ WATER COMPANY	327 E CAMERON BLVD-LATE C	12/13/2010	.30	12/24/2010	15-415-263
AZ WATER COMPANY	855 W BALDWIN ST/IRRIGATIO	12/10/2010	68.43	12/31/2010	10-554-263
AZ WATER COMPANY	300 W CENTRAL AVENUE	11/18/2010	21.30	12/10/2010	10-554-263
AZ WATER COMPANY	300 W CENTRAL AVENUE	12/17/2010	21.66	12/31/2010	10-554-263
AZ WATER COMPANY	677 E COOLIDGE AVENUE	11/17/2010	1,137.08-	12/10/2010	10-554-263
AZ WATER COMPANY	677 E COOLIDGE AVENUE	12/16/2010	916.60	12/31/2010	10-554-263
AZ WATER COMPANY	S MAIN ST PARK	11/17/2010	44.56	12/10/2010	10-554-263
AZ WATER COMPANY	S MAIN ST PARK	12/16/2010	45.31	12/31/2010	10-554-263
AZ WATER COMPANY	199 W COOLIDGE AVENUE	11/17/2010	17.83	12/10/2010	10-554-263
AZ WATER COMPANY	199 W COOLIDGE AVE	12/16/2010	22.31	12/31/2010	10-554-263
AZ WATER COMPANY	1595 COOLIDGE AVENUE	12/07/2010	44.65	12/31/2010	42-480-263
AZ WATER COMPANY	1595 W COOLIDGE AVENUE	12/07/2010	326.54	12/31/2010	42-480-263
AZ WATER COMPANY	PALO VERDE PARK	11/17/2010	74.44	12/10/2010	10-554-263
AZ WATER COMPANY	PALO VERDE PARK	12/16/2010	66.20	12/31/2010	10-554-263
AZ WATER COMPANY	1301 W COOLIDGE AVENUE	12/07/2010	983.21	12/31/2010	11-541-263
AZ WATER COMPANY	110 W CENTRAL AVENUE	11/18/2010	54.07	12/10/2010	10-526-263
AZ WATER COMPANY	110 W CENTRAL AVENUE	12/17/2010	54.60	12/31/2010	10-526-263
AZ WATER COMPANY	130 W CENTRAL AVENUE	12/17/2010	20.14	12/31/2010	10-529-263
AZ WATER COMPANY	160 W CENTRAL AVENUE	11/18/2010	24.03	12/10/2010	10-555-263
AZ WATER COMPANY	660 S MAIN ST	11/17/2010	251.04-	12/10/2010	10-553-263
AZ WATER COMPANY	660 S MAIN STREET	12/16/2010	84.33	12/31/2010	10-553-263
AZ WATER COMPANY	660 S MAIN ST	11/17/2010	25.83	12/10/2010	10-553-263
AZ WATER COMPANY	660 S MAIN STREET	12/16/2010	26.27	12/31/2010	10-553-263
AZ WATER COMPANY	670 W PIMA AVENUE	12/06/2010	114.78	12/31/2010	10-553-263
AZ WATER COMPANY	383 S MAIN ST	10/20/2010	35.67	12/10/2010	10-554-263
AZ WATER COMPANY	383 S MAIN ST	12/17/2010	36.47	12/31/2010	10-554-263
AZ WATER COMPANY	AZ BLVD & INTERSECTION OF	11/23/2010	58.15	12/10/2010	10-554-263
AZ WATER COMPANY	395 W PALO VERDE AVENUE	12/16/2010	43.91	12/24/2010	13-539-263
AZ WATER COMPANY	855 W BALDWIN TRACT "N"	12/10/2010	366.70	12/31/2010	10-554-263
AZ WATER COMPANY	395 B W PALO VERDE AVENUE	11/17/2010	49.23	12/10/2010	13-539-263
AZ WATER COMPANY	395 B W PALO VERDE AVENUE	12/16/2010	50.83	12/24/2010	13-539-263
AZ WATER COMPANY	395 W PALO VERDE AVENUE	11/17/2010	46.11	12/10/2010	13-539-263
AZ WATER COMPANY	395 W PALO VERDE AVENUE	12/16/2010	47.08	12/24/2010	13-539-263
AZ WATER COMPANY	395 W PALO VERDE AVENUE	11/17/2010	65.32	12/10/2010	13-539-263
AZ WATER COMPANY	395 W PALO VERDE AVENUE	12/16/2010	57.31	12/24/2010	13-539-263
AZ WATER COMPANY	WALKER PARK VAH KI INN	12/01/2010	56.61	12/10/2010	10-554-263
AZ WATER COMPANY	240 W PINKLEY AVENUE	11/18/2010	18.99	12/10/2010	10-544-263
AZ WATER COMPANY	240 W PINKLEY AVENUE	12/17/2010	19.49	12/31/2010	10-544-263
AZ WATER COMPANY	355 S 1ST ST	11/18/2010	20.35	12/10/2010	11-541-263
AZ WATER COMPANY	355 S 1ST ST	12/17/2010	20.49	12/31/2010	11-541-263
Total AZ WATER COMPANY:			4,111.28		
BACA, MICHAEL					
BACA, MICHAEL	BUS CLEANING	11/30/2010	250.00	12/10/2010	13-539-251
BACA, MICHAEL	BUS CLEANING	12/06/2010	150.00	12/10/2010	13-539-251
BACA, MICHAEL	BUS CLEANING	12/06/2010	125.00	12/10/2010	17-552-251
BACA, MICHAEL	BUS CLEANING	12/13/2010	200.00	12/17/2010	13-539-251
BACA, MICHAEL	BUS CLEANING	12/13/2010	50.00	12/17/2010	17-552-251
BACA, MICHAEL	BUS CLEANING	12/20/2010	100.00	12/24/2010	13-539-251
BACA, MICHAEL	BUS CLEANING	12/20/2010	50.00	12/24/2010	17-552-251

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total BACA, MICHAEL:			925.00		
BATTERY ZONE					
BATTERY ZONE	BATTERIES FOR THERMAL IMA	12/08/2010	125.32	12/17/2010	10-534-285
BATTERY ZONE	BATTERIES FOR THERMAL IMA	12/08/2010	62.66	12/17/2010	22-541-285
Total BATTERY ZONE:			187.98		
BEERS, MICHAEL F					
BEERS, MICHAEL F	PUBLIC DEFENDER -11/10-12/1	12/01/2010	3,600.00	12/03/2010	10-525-221
Total BEERS, MICHAEL F:			3,600.00		
BROWN & BROWN CHEVROLET					
BROWN & BROWN CHEVROLET	PD65-BACTUATOR	11/15/2010	36.37	12/17/2010	10-532-251
BROWN & BROWN CHEVROLET	PD79-BACTUATOR	11/16/2010	36.37	12/17/2010	10-532-251
BROWN & BROWN CHEVROLET	PD71-BACTUATOR	12/03/2010	36.37	12/17/2010	10-532-251
BROWN & BROWN CHEVROLET	PD78-BACTUATOR	12/15/2010	36.37	12/31/2010	10-532-251
Total BROWN & BROWN CHEVROLET:			145.48		
BROWN EVANS					
BROWN EVANS	LATE CHARGE	12/15/2010	8.00	12/31/2010	10-532-256
BROWN EVANS	FUEL CHARGES	11/15/2010	1,599.18	12/17/2010	10-532-256
BROWN EVANS	FUEL CHARGES	11/30/2010	1,675.17	12/17/2010	10-532-256
BROWN EVANS	FUEL CHARGES	12/06/2010	79.02	12/10/2010	10-521-256
BROWN EVANS	FUEL CHARGES	12/06/2010	41.12	12/10/2010	10-533-285
BROWN EVANS	FUEL CHARGES	12/06/2010	142.25	12/10/2010	10-534-256
BROWN EVANS	FUEL CHARGES	12/06/2010	292.57	12/10/2010	10-543-256
BROWN EVANS	FUEL CHARGES	12/06/2010	104.31	12/10/2010	10-544-256
BROWN EVANS	FUEL CHARGES	12/06/2010	99.41	12/10/2010	10-547-256
BROWN EVANS	FUEL CHARGES	12/06/2010	38.67	12/10/2010	10-553-256
BROWN EVANS	FUEL CHARGES	12/06/2010	385.92	12/10/2010	10-554-256
BROWN EVANS	FUEL CHARGES	12/06/2010	44.54	12/10/2010	10-561-256
BROWN EVANS	FUEL CHARGES	12/06/2010	1,922.73	12/10/2010	11-541-256
BROWN EVANS	FUEL CHARGES	12/06/2010	1,241.52	12/10/2010	13-539-256
BROWN EVANS	FUEL CHARGES	12/06/2010	1,157.86	12/10/2010	17-552-256
BROWN EVANS	FUEL CHARGES	12/06/2010	214.11	12/10/2010	22-541-256
BROWN EVANS	FUEL CHARGES	12/06/2010	390.21	12/10/2010	42-480-256
BROWN EVANS	FUEL CHARGES	12/06/2010	1,595.25	12/10/2010	44-485-256
BROWN EVANS	FUEL CHARGES	12/15/2010	1,959.81	12/31/2010	10-532-256
BROWN EVANS	FUEL CHARGES	12/20/2010	83.96	12/31/2010	10-521-256
BROWN EVANS	FUEL CHARGES	12/20/2010	176.01	12/31/2010	10-534-256
BROWN EVANS	FUEL CHARGES	12/20/2010	135.08	12/31/2010	10-543-256
BROWN EVANS	FUEL CHARGES	12/20/2010	101.75	12/31/2010	10-544-256
BROWN EVANS	FUEL CHARGES	12/20/2010	54.43	12/31/2010	10-545-256
BROWN EVANS	FUEL CHARGES	12/20/2010	139.59	12/31/2010	10-547-256
BROWN EVANS	FUEL CHARGES	12/20/2010	40.07	12/31/2010	10-553-256
BROWN EVANS	FUEL CHARGES	12/20/2010	469.70	12/31/2010	10-554-256
BROWN EVANS	FUEL CHARGES	12/20/2010	67.48	12/31/2010	10-561-256
BROWN EVANS	FUEL CHARGES	12/20/2010	3,327.04	12/31/2010	11-541-256
BROWN EVANS	FUEL CHARGES	12/20/2010	1,162.72	12/31/2010	13-539-256
BROWN EVANS	FUEL CHARGES	12/20/2010	1,459.93	12/31/2010	17-552-256
BROWN EVANS	FUEL CHARGES	12/20/2010	165.19	12/31/2010	22-541-256
BROWN EVANS	FUEL CHARGES	12/20/2010	382.24	12/31/2010	42-480-256
BROWN EVANS	FUEL CHARGES	12/20/2010	1,428.63	12/31/2010	44-485-256

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total BROWN EVANS:			22,185.47		
BROWN'S WELDING SUPPLY, INC.					
BROWN'S WELDING SUPPLY, I	WELDING SUPPLIES	11/30/2010	24.99	12/10/2010	10-532-251
BROWN'S WELDING SUPPLY, I	WELDING SUPPLIES	11/30/2010	25.00	12/10/2010	10-543-251
BROWN'S WELDING SUPPLY, I	WELDING SUPPLIES	11/30/2010	24.99	12/10/2010	10-544-251
BROWN'S WELDING SUPPLY, I	WELDING SUPPLIES	11/30/2010	24.99	12/10/2010	10-554-251
BROWN'S WELDING SUPPLY, I	WELDING SUPPLIES	11/30/2010	24.99	12/10/2010	11-541-251
BROWN'S WELDING SUPPLY, I	WELDING SUPPLIES	11/30/2010	24.99	12/10/2010	42-480-251
BROWN'S WELDING SUPPLY, I	WELDING SUPPLIES	11/30/2010	24.99	12/10/2010	44-485-251
Total BROWN'S WELDING SUPPLY, INC.:			174.94		
BUREAU OF INDIAN AFFAIRS					
BUREAU OF INDIAN AFFAIRS	1 DD @ COOL AIRPORT	12/05/2010	17.00	12/31/2010	46-542-264
BUREAU OF INDIAN AFFAIRS	20 DD LTS ON S AZ BLVD-COO	12/05/2010	275.00	12/31/2010	11-541-264
BUREAU OF INDIAN AFFAIRS	71 DD LTS SO COOLIDGE	12/05/2010	976.25	12/31/2010	11-541-264
BUREAU OF INDIAN AFFAIRS	17 DD LTS-SO COOLIDGE	12/05/2010	233.75	12/31/2010	11-541-264
BUREAU OF INDIAN AFFAIRS	6 DD LTS-HOHOKAM EST/COOL	12/05/2010	82.50	12/31/2010	11-541-264
BUREAU OF INDIAN AFFAIRS	1 DD LT/LYNN DR-COOLIDGE	12/05/2010	17.00	12/31/2010	11-541-264
BUREAU OF INDIAN AFFAIRS	FOR WWTP	12/05/2010	3,000.60	12/31/2010	42-480-264
BUREAU OF INDIAN AFFAIRS	S KENWORTHY ST 408	12/05/2010	371.38	12/31/2010	42-480-264
BUREAU OF INDIAN AFFAIRS	DOG PD ON BLDG	12/05/2010	269.60	12/31/2010	10-544-264
BUREAU OF INDIAN AFFAIRS	CONTROL OFFICE AT AP	12/05/2010	369.54	12/31/2010	46-542-264
BUREAU OF INDIAN AFFAIRS	ATTAWAY TRAFFIC LITE HWY 2	12/05/2010	159.05	12/10/2010	11-541-264
BUREAU OF INDIAN AFFAIRS	ATTAWAY TRAFFIC LITE HWY 2	12/05/2010	135.63	12/31/2010	11-541-264
BUREAU OF INDIAN AFFAIRS	1 DD LT-MARTIN/HWY 87	12/05/2010	17.00	12/31/2010	11-541-264
BUREAU OF INDIAN AFFAIRS	AZ BLVD TRAFFIC LITES 1799 N	12/05/2010	88.16	12/10/2010	11-541-264
BUREAU OF INDIAN AFFAIRS	4 DD, REGIONAL PARK, W COO	12/05/2010	61.60	12/17/2010	10-554-264
Total BUREAU OF INDIAN AFFAIRS:			6,074.06		
CARDMEMBER SERVICES					
CARDMEMBER SERVICES	CNL-LOPEZ, G. NLC CONGRES	12/13/2010	735.04	12/31/2010	10-511-271
CARDMEMBER SERVICES	CNL-LOPEZ, G. NLC CONGRES	12/13/2010	166.53	12/31/2010	10-511-271
CARDMEMBER SERVICES	CNL - NLC CONGRESS CONF-L	12/13/2010	18.65	12/31/2010	10-511-271
CARDMEMBER SERVICES	HR-LUNCH FOR RECORDS MG	12/13/2010	9.14	12/31/2010	10-523-271
CARDMEMBER SERVICES	CC-LUNCH RECORDS MANAGE	12/13/2010	9.15	12/31/2010	10-524-271
CARDMEMBER SERVICES	ACCT-ACCT & FINANCE STAND	12/13/2010	123.92	12/31/2010	10-529-211
CARDMEMBER SERVICES	PD- SHIP MONITORS FOR REP	12/13/2010	43.10	12/31/2010	10-532-212
CARDMEMBER SERVICES	PD-STAMPS FOR MASS MAILIN	12/13/2010	176.00	12/31/2010	10-532-212
CARDMEMBER SERVICES	VISA CHARGES- NOV-DEC 2010	12/13/2010	49.98	12/31/2010	10-532-285
CARDMEMBER SERVICES	PD-BATH TOWELS-JAIL SUPPLI	12/13/2010	13.28	12/31/2010	10-532-285
CARDMEMBER SERVICES	GRANTS- LUNCH FOR RECORD	12/13/2010	9.15	12/31/2010	10-533-271
CARDMEMBER SERVICES	FD-HYDRANT DIFFEUSER/TUB	12/13/2010	200.95	12/31/2010	10-534-285
CARDMEMBER SERVICES	IT-RADIANT COMMUNICATIONS	12/13/2010	510.00	12/31/2010	10-545-229
CARDMEMBER SERVICES	REC USSSA COMP	12/13/2010	199.19	12/31/2010	10-553-285
CARDMEMBER SERVICES	REC-PAPER FOR CLAUSE CAL	12/13/2010	37.81	12/31/2010	10-553-285
CARDMEMBER SERVICES	REC-RECOVER POOL TABLE	12/13/2010	289.00	12/31/2010	10-553-285
CARDMEMBER SERVICES	REC-CHRISTMAS PROGRAM S	12/13/2010	35.31	12/31/2010	10-553-285
CARDMEMBER SERVICES	LIB-ENVELOPES	12/13/2010	60.64	12/31/2010	10-555-211
CARDMEMBER SERVICES	TRANSIT-VEHICLE INSPECTIO	12/13/2010	221.35	12/31/2010	13-539-251
CARDMEMBER SERVICES	TRANSIT-CREAMER, PASTRIES	12/13/2010	15.93	12/31/2010	13-539-285
CARDMEMBER SERVICES	FD-HYDRANT DIFFEUSER/TUB	12/13/2010	200.96	12/31/2010	22-541-285
CARDMEMBER SERVICES	FD-HYDRANT DIFFEUSER/TUB	12/13/2010	200.96	12/31/2010	53-482-919

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total CARDMEMBER SERVICES:			3,226.08		
CARPENTER, JAY					
CARPENTER, JAY	RESTITUTION FROM MOISES C	11/30/2010	25.00	12/17/2010	10-37-2110
Total CARPENTER, JAY:			25.00		
CASA GRANDE COUNSELING SERVICE					
CASA GRANDE COUNSELING S	PRE-EMPLOYMENT EVALUATI	11/23/2010	180.00	12/17/2010	10-523-229
Total CASA GRANDE COUNSELING SERVICE:			180.00		
CASA GRANDE VALLEY NEWSPAPER					
CASA GRANDE VALLEY NEWS	LEGAL PUB: NOTICE TO BID/C	12/08/2010	23.69	12/24/2010	15-419-239
CASA GRANDE VALLEY NEWS	LEGAL PUB:NOTICE OF PUBLIC	11/17/2010	23.73	12/03/2010	10-561-236
CASA GRANDE VALLEY NEWS	LEGAL PUB:PUB NOTICE/ORD#	12/08/2010	334.24	12/24/2010	10-529-236
CASA GRANDE VALLEY NEWS	COOLIDGE AVENUE RECONST	11/10/2010	101.35	12/10/2010	33-549-285
CASA GRANDE VALLEY NEWS	DELINQUENT SEWER AND TRA	11/25/2010	435.82	12/24/2010	42-480-236
CASA GRANDE VALLEY NEWS	DELINQUENT SEWER AND TRA	11/25/2010	435.81	12/24/2010	44-485-236
CASA GRANDE VALLEY NEWS	MONTHLY INTERNET SPONSO	11/30/2010	101.80	12/10/2010	10-521-276
CASA GRANDE VALLEY NEWS	CLASS-TR VOL FIREFIGHTER	11/10/2010	99.81	12/10/2010	10-523-239
CASA GRANDE VALLEY NEWS	CLASS-CE VOL FIREFIGHTER	11/10/2010	62.05	12/10/2010	10-523-239
CASA GRANDE VALLEY NEWS	GM-SUBSCRIPTION RENEWAL	11/30/2010	29.00	12/17/2010	10-561-267
CASA GRANDE VALLEY NEWS	PD-SUBSCRIPTION RENEWAL	11/30/2010	126.00	12/17/2010	10-532-267
Total CASA GRANDE VALLEY NEWSPAPER:			1,773.30		
CASELLE, INC.					
CASELLE, INC.	SUPPORT CHARGES-SEPT 201	10/06/2010	840.00	12/31/2010	10-529-229
Total CASELLE, INC.:			840.00		
CCS REMODELING					
CCS REMODELING	4TH DRAW; 100% WORK COMP	12/16/2010	8,000.00	12/24/2010	15-410-227
CCS REMODELING	FINAL, 100% WORK COMPLETE	12/16/2010	8,000.00	12/24/2010	15-410-227
CCS REMODELING	3RD DRAW, 75% WORL COMPL	12/06/2010	8,000.00	12/10/2010	15-410-227
CCS REMODELING	2ND DRAW; 100% WORK COMP	12/16/2010	12,900.00	12/24/2010	15-415-227
CCS REMODELING	1ST DRAW, 30% WORK COMPL	12/16/2010	4,300.00	12/24/2010	15-415-227
Total CCS REMODELING:			41,200.00		
CENTERLINE SUPPLY, LTD					
CENTERLINE SUPPLY, LTD	ARCHITECT SIGN-WWTP	12/14/2010	925.00	12/31/2010	42-485-285
Total CENTERLINE SUPPLY, LTD:			925.00		
CENTRAL ARIZONA SHREDDING					
CENTRAL ARIZONA SHREDDIN	MONTHLY SERVICE CHARGE S	12/05/2010	18.00	12/10/2010	10-523-285
CENTRAL ARIZONA SHREDDIN	MONTHLY SERVICE CHARGE S	12/05/2010	18.00	12/10/2010	10-524-285
CENTRAL ARIZONA SHREDDIN	MONTHLY SERVICE CHARGE S	12/05/2010	18.00	12/10/2010	10-526-285
CENTRAL ARIZONA SHREDDIN	MONTHLY SERVICE CHARGE S	12/05/2010	18.00	12/10/2010	10-529-285
CENTRAL ARIZONA SHREDDIN	MONTHLY SERVICE CHARGE S	12/05/2010	18.00	12/10/2010	10-533-285
CENTRAL ARIZONA SHREDDIN	SHREDDING- SEPT THRU NOV	12/05/2010	115.00	12/10/2010	10-532-255
Total CENTRAL ARIZONA SHREDDING:			205.00		

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
CENTRAL ARIZONA SOLID WASTE,IN					
CENTRAL ARIZONA SOLID WAS	TIPPING FEES NOVEMBER 201	11/30/2010	21,809.55	12/17/2010	44-485-266
Total CENTRAL ARIZONA SOLID WASTE,IN:			21,809.55		
CENTRAL ARIZONA SUPPLY					
CENTRAL ARIZONA SUPPLY	WWTP-PVC CAPS	11/02/2010	9.00	12/17/2010	42-480-285
CENTRAL ARIZONA SUPPLY	GAS LINE REPAIR- METER DA	12/23/2010	216.60	12/31/2010	44-485-285
Total CENTRAL ARIZONA SUPPLY:			225.60		
CGRMC-OCCUPATIONAL HEALTH SVCS					
CGRMC-OCCUPATIONAL HEAL	PRE-EMPLOYMENT DRUG SCR	11/03/2010	15.00	12/24/2010	10-523-229
CGRMC-OCCUPATIONAL HEAL	RANDOM DRUG SCREENING	11/10/2010	30.00	12/24/2010	44-485-229
Total CGRMC-OCCUPATIONAL HEALTH SVCS:			45.00		
CHILD SUPPORT ENFORCEMENT					
CHILD SUPPORT ENFORCEME	WAGE GARNISHMENT	12/24/2010	53.90	12/24/2010	62-218340
CHILD SUPPORT ENFORCEME	WAGE GARNISHMENT	12/10/2010	53.90	12/10/2010	62-218340
Total CHILD SUPPORT ENFORCEMENT:			107.80		
CIRCLE K - NORTH					
CIRCLE K - NORTH	RESTITUTION - FAILAUGA-CR2	11/16/2010	24.98	12/17/2010	10-37-2110
Total CIRCLE K - NORTH:			24.98		
CIRCLE K - SOUTH					
CIRCLE K - SOUTH	RESTITUTION-WHEELER-CR20	11/10/2010	96.00	12/17/2010	10-37-2110
Total CIRCLE K - SOUTH:			96.00		
CITY OF COOLIDGE					
CITY OF COOLIDGE	SEWER & TRASH	12/24/2010	404.27	12/24/2010	62-218340
CITY OF COOLIDGE	SEWER & TRASH	12/10/2010	195.82	12/10/2010	62-218340
Total CITY OF COOLIDGE:			600.09		
COLBY & POWELL, PLC					
COLBY & POWELL, PLC	PROGRESS BILLING 2010 AUDI	10/31/2010	8,000.00	12/17/2010	10-529-229
Total COLBY & POWELL, PLC:			8,000.00		
CONTINENTAL RESEARCH CORP.					
CONTINENTAL RESEARCH CO	SUPPLIES FOR PARKS	12/10/2010	171.32	12/24/2010	10-554-285
Total CONTINENTAL RESEARCH CORP.:			171.32		
COOLIDGE ACE HARDWARE					
COOLIDGE ACE HARDWARE	PARKS-MIRACLE GRO/COUPLI	11/30/2010	40.00	12/10/2010	10-554-285
COOLIDGE ACE HARDWARE	PARKS-BREAKER	11/02/2010	27.62	12/03/2010	10-554-252
COOLIDGE ACE HARDWARE	CM-BM-SEWING KIT/BULB	11/03/2010	13.84	12/03/2010	10-544-252
COOLIDGE ACE HARDWARE	TRANSIT- WIRE	11/04/2010	25.35	12/10/2010	13-539-252
COOLIDGE ACE HARDWARE	BM-PVC CEMENT	11/08/2010	13.27	12/03/2010	10-544-252
COOLIDGE ACE HARDWARE	COURTS-NUTS/BOLTS/NAILS	11/10/2010	5.47	12/03/2010	10-526-252
COOLIDGE ACE HARDWARE	PD-WIRE ROPE CLIP/THIMBEL	11/15/2010	7.38	12/03/2010	10-532-252
COOLIDGE ACE HARDWARE	VM-DUAL FUSE ELEMENT	11/16/2010	35.38	12/03/2010	10-543-252

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
COOLIDGE ACE HARDWARE	BM-NUTS/BOLTS/NAILS	11/16/2010	1.56	12/03/2010	10-544-252
COOLIDGE ACE HARDWARE	PD-BULB	11/16/2010	29.86	12/03/2010	10-532-252
COOLIDGE ACE HARDWARE	TRANSIT-ROD THREAD/NUTS/B	11/17/2010	183.05	12/10/2010	17-551-919
COOLIDGE ACE HARDWARE	TRANSIT-PADLOCK	11/17/2010	55.18	12/10/2010	13-539-252
COOLIDGE ACE HARDWARE	COURTS-COUPPLING/NIPPLE	11/18/2010	20.20	12/03/2010	10-526-252
COOLIDGE ACE HARDWARE	VM-LOCK ENTRY	11/18/2010	12.17	12/03/2010	10-543-285
COOLIDGE ACE HARDWARE	PARKS-BULB/BUNGEE CORD/B	11/18/2010	52.08	12/03/2010	10-554-285
COOLIDGE ACE HARDWARE	COURTS-ANCHOR	11/18/2010	21.55	12/03/2010	10-526-252
COOLIDGE ACE HARDWARE	COURTS-FLARE PLUG/VALVE	11/19/2010	62.92	12/03/2010	10-526-252
COOLIDGE ACE HARDWARE	FD-NUTS/BOLTS/NAILS	11/19/2010	2.44	12/03/2010	10-534-253
COOLIDGE ACE HARDWARE	TRANSIT-BAR FLAT	11/19/2010	33.19	12/10/2010	17-551-919
COOLIDGE ACE HARDWARE	TRANSIT-BIT DRILL OIL HONIN	11/19/2010	27.10	12/10/2010	13-539-252
COOLIDGE ACE HARDWARE	STREETS-PVC CEMENT/PRIME	11/23/2010	16.36	12/03/2010	11-541-285
COOLIDGE ACE HARDWARE	PARKS-MINI LIGHT	11/23/2010	13.26	12/03/2010	10-554-285
COOLIDGE ACE HARDWARE	GRANTS-KEYS FOR MADRID U	11/24/2010	1.87	12/24/2010	15-410-285
COOLIDGE ACE HARDWARE	PARKS-EXTENSION CORD	11/30/2010	5.51	12/03/2010	10-554-285
COOLIDGE ACE HARDWARE	SLW-BATTERY/SPRINKLER PO	11/30/2010	23.29	12/03/2010	42-480-285
COOLIDGE ACE HARDWARE	CM-KEYS	12/01/2010	5.61	12/17/2010	42-480-285
COOLIDGE ACE HARDWARE	REC-SOAP/LYSOL/CLEANERS	12/01/2010	70.23	12/10/2010	10-553-285
COOLIDGE ACE HARDWARE	FD-BATTERIES	12/02/2010	9.95	12/10/2010	10-534-285
COOLIDGE ACE HARDWARE	ST28-CLOTH	12/02/2010	19.89	12/17/2010	11-541-253
COOLIDGE ACE HARDWARE	STREETS-TRASH BAGS/CONTA	12/03/2010	27.65	12/17/2010	11-541-285
COOLIDGE ACE HARDWARE	PARKS-EXT CORD/STAPLE CO	12/03/2010	14.90	12/24/2010	10-554-285
COOLIDGE ACE HARDWARE	PARKS-EXT CORD	12/03/2010	11.59	12/24/2010	10-554-252
COOLIDGE ACE HARDWARE	GRANTS-FIGUEROA KEYS MAD	12/03/2010	1.87	12/24/2010	15-415-285
COOLIDGE ACE HARDWARE	PARKS-GROUND STAKE	12/06/2010	27.66	12/24/2010	10-554-285
COOLIDGE ACE HARDWARE	PARKS-OUTDORR TIMER.	12/06/2010	17.70	12/24/2010	10-554-285
COOLIDGE ACE HARDWARE	PARKS-POWER AND OUTLET T	12/06/2010	22.13	12/24/2010	10-554-285
COOLIDGE ACE HARDWARE	SW-EAR PLUGS	12/06/2010	4.20	12/17/2010	44-485-285
COOLIDGE ACE HARDWARE	CM-PARKS-PWR STRIP/TIMER	12/06/2010	67.49	12/24/2010	10-554-285
COOLIDGE ACE HARDWARE	PARKS-COUPPLINGS/PRIMER/W	12/07/2010	22.98	12/24/2010	10-554-285
COOLIDGE ACE HARDWARE	PARKS-MINI LIGHTS	12/09/2010	27.62	12/24/2010	10-554-285
COOLIDGE ACE HARDWARE	SW4-COMPRSN UNION	12/09/2010	7.18	12/17/2010	44-485-251
COOLIDGE ACE HARDWARE	P&R-GORILLA TAPE	12/10/2010	11.06	12/17/2010	10-553-285
COOLIDGE ACE HARDWARE	STREETS-NUTS/BOLTS/NAILS	12/14/2010	34.29	12/31/2010	11-541-285
COOLIDGE ACE HARDWARE	PARKS-METAL HANDLE	12/14/2010	4.97	12/24/2010	10-554-252
COOLIDGE ACE HARDWARE	STREETS- SIGN REPAIR	12/16/2010	26.87	12/31/2010	33-491-285
COOLIDGE ACE HARDWARE	PARKS-BLADE RECIP	12/16/2010	30.97	12/24/2010	10-554-252
COOLIDGE ACE HARDWARE	PARKS-KEYS/CLEANERS	12/17/2010	24.40	12/24/2010	10-554-252
COOLIDGE ACE HARDWARE	LW-QUIKRETE	12/21/2010	5.41	12/31/2010	42-480-285
COOLIDGE ACE HARDWARE	SW-GAS LINE REPISR	12/23/2010	12.08	12/31/2010	44-485-285
COOLIDGE ACE HARDWARE	SW-GAS LINE REPAIR	12/23/2010	29.62	12/31/2010	44-485-285
COOLIDGE ACE HARDWARE	LW-GLOVES/SPRINKLER POP	12/27/2010	12.71	12/31/2010	42-480-285
Total COOLIDGE ACE HARDWARE:			1,107.05		
COOLIDGE UNIFIED SCHOOL #21					
COOLIDGE UNIFIED SCHOOL #	GRIC 2010 FUNDING TWO PAS	11/12/2010	50,342.52	12/10/2010	20-577-285
Total COOLIDGE UNIFIED SCHOOL #21:			50,342.52		
COOLIDGE VOLUNTEER					
COOLIDGE VOLUNTEER	FIREFIGHTER DUES-4TH QTR 2	12/24/2010	560.00	12/24/2010	62-218340
Total COOLIDGE VOLUNTEER:			560.00		
CORNWELL AUTO ELECTRIC SERVICE					
CORNWELL AUTO ELECTRIC S	ST17-STARTER REBUILD	12/08/2010	209.19	12/17/2010	11-541-253

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total CORNWELL AUTO ELECTRIC SERVICE:			209.19		
COX COMMUNICATIONS/CABLE AMER					
COX COMMUNICATIONS/CABL	INTERNET SERV ICE CITY HAL	11/27/2010	27.80	12/10/2010	10-526-261
COX COMMUNICATIONS/CABL	INTERNET SERV ICE CITY HAL	11/27/2010	27.80	12/10/2010	10-529-261
COX COMMUNICATIONS/CABL	INTERNET SERV ICE CITY HAL	11/27/2010	27.80	12/10/2010	10-532-261
COX COMMUNICATIONS/CABL	INTERNET FOR YOUTH CENTE	11/27/2010	27.80	12/10/2010	10-561-261
COX COMMUNICATIONS/CABL	INTERNET FOR YOUTH CENTE	11/27/2010	27.80	12/10/2010	13-539-261
COX COMMUNICATIONS/CABL	INTERNET FOR YOUTH CENTE	11/13/2010	99.00	12/03/2010	10-553-261
COX COMMUNICATIONS/CABL	INTERNET FOR YOUTH CENTE	12/14/2010	99.00	12/24/2010	10-553-285
Total COX COMMUNICATIONS/CABLE AMER:			337.00		
CRESCENT ELECTRIC SUPPLY CO					
CRESCENT ELECTRIC SUPPLY	STREETLIGHT-COTA LANE	11/23/2010	122.79	12/10/2010	11-541-264
Total CRESCENT ELECTRIC SUPPLY CO:			122.79		
CROUSE-HINDS					
CROUSE-HINDS	AIRPORT RUNWAY LIGHTS-PC	11/29/2010	382.83	12/10/2010	46-542-253
Total CROUSE-HINDS:			382.83		
CUMMINS ROCKY MOUNTAIN, LLC					
CUMMINS ROCKY MOUNTAIN,	GENERATOR MAINT	12/01/2010	947.00	12/17/2010	10-532-255
Total CUMMINS ROCKY MOUNTAIN, LLC:			947.00		
CURRY, LES					
CURRY, LES	COUNCIL MEMBER - 4TH QTR 2	12/10/2010	300.00	12/10/2010	10-511-229
Total CURRY, LES:			300.00		
D & D FRAMING					
D & D FRAMING	3RD DRAW, 80% WORK COMPL	12/06/2010	15,872.30	12/10/2010	15-410-227
D & D FRAMING	FINAL DRAW, 100% WORK CO	12/06/2010	9,873.15	12/10/2010	15-410-227
Total D & D FRAMING:			25,745.45		
D & J DESIGN					
D & J DESIGN	T SHIRTS FOR ADULT SOFTBA	11/28/2010	557.93	12/03/2010	10-553-285
Total D & J DESIGN:			557.93		
DAY AUTO SUPPLY					
DAY AUTO SUPPLY	SW4-PREM AW 46 HYD	12/09/2010	41.55	12/17/2010	44-485-256
DAY AUTO SUPPLY	ST35-THREAD ROD	11/02/2010	8.18	12/17/2010	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-CONNST KIT	11/05/2010	43.16	12/03/2010	10-543-285
DAY AUTO SUPPLY	SW2-HOSE/HOSE END	11/15/2010	27.56	12/03/2010	44-485-251
DAY AUTO SUPPLY	SW2-PRM AW 32 HYD F	11/15/2010	83.09	12/03/2010	44-485-256
DAY AUTO SUPPLY	PD79-WINDOW REGULATOR	11/15/2010	193.32	12/17/2010	10-532-251
DAY AUTO SUPPLY	VM-SCRAPER	11/16/2010	5.52	12/03/2010	10-543-285
DAY AUTO SUPPLY	PD65-NAPA BATTERY	11/17/2010	100.90	12/17/2010	10-532-251
DAY AUTO SUPPLY	VM-ALL VEHICLES-GREASE	11/18/2010	34.21	12/03/2010	10-543-285
DAY AUTO SUPPLY	TRANSIT-PREM START FL 11	11/22/2010	19.28	12/10/2010	13-539-251
DAY AUTO SUPPLY	FD-WAX/PURPLE POWER	11/22/2010	18.12	12/03/2010	10-534-285
DAY AUTO SUPPLY	VM-FITTINGS	11/22/2010	9.28	12/03/2010	10-543-251

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
DAY AUTO SUPPLY	FD-AIR FILTER	11/22/2010	4.38	12/03/2010	10-534-253
DAY AUTO SUPPLY	FD-SPARK PLUG	11/22/2010	1.76	12/03/2010	10-534-253
DAY AUTO SUPPLY	VM-NAPA RUGLYDE	11/23/2010	10.46	12/03/2010	10-543-285
DAY AUTO SUPPLY	VM-RADIATOR	11/23/2010	236.49	12/03/2010	10-543-251
DAY AUTO SUPPLY	PD FREEZER REPAIR- FITTING	11/24/2010	1.03	12/17/2010	10-532-253
DAY AUTO SUPPLY	TRANSIT-OIL/AIR/FUEL FILTER	11/24/2010	191.97	12/10/2010	13-539-251
DAY AUTO SUPPLY	PARKS-HOSE CLAMP	11/29/2010	63.38	12/03/2010	10-554-253
DAY AUTO SUPPLY	PD70-BRAKE PADS	11/29/2010	56.24	12/17/2010	10-532-251
DAY AUTO SUPPLY	PD75-HALGEN BULB	11/30/2010	6.74	12/17/2010	10-532-251
DAY AUTO SUPPLY	SHOP-LIGHT BULB	12/01/2010	3.62	12/10/2010	10-543-285
DAY AUTO SUPPLY	ST14-PREM AW 46 HYD F	12/01/2010	83.09	12/10/2010	11-541-256
DAY AUTO SUPPLY	ALL VEHICLES-ADAPTROS/SLE	12/01/2010	47.93	12/10/2010	10-543-285
DAY AUTO SUPPLY	ALL VEHICLES-FUSE ASS	12/02/2010	27.66	12/10/2010	10-543-285
DAY AUTO SUPPLY	SW1-4-SPRAY DEGREASER	12/02/2010	39.59	12/10/2010	44-485-256
DAY AUTO SUPPLY	ST7- CLEARANCE & MARK	12/03/2010	1.93	12/10/2010	11-541-251
DAY AUTO SUPPLY	TRANSIT-FITTING	12/03/2010	30.85	12/10/2010	13-539-251
DAY AUTO SUPPLY	PD-NAPA OIL	12/03/2010	158.88	12/10/2010	10-532-256
DAY AUTO SUPPLY	ALL VEICHLES-BULBS	12/03/2010	20.75	12/10/2010	10-543-285
DAY AUTO SUPPLY	TRANSIT-HOSE/HOSE END	12/03/2010	33.78	12/10/2010	13-539-251
DAY AUTO SUPPLY	TRANSIT-ACCESSOR	12/03/2010	4.89	12/10/2010	13-539-251
DAY AUTO SUPPLY	SW2-STROBE	12/03/2010	114.01	12/10/2010	44-485-251
DAY AUTO SUPPLY	TRANSIT-FITTING	12/03/2010	10.86	12/10/2010	13-539-251
DAY AUTO SUPPLY	SW4-CHAMBER	12/06/2010	54.21	12/10/2010	44-485-251
DAY AUTO SUPPLY	PARKS-GM1-BRAKE PADS	12/06/2010	31.43	12/24/2010	10-554-251
DAY AUTO SUPPLY	TRANSIT-MUD FLAP	12/06/2010	13.97	12/10/2010	17-552-251
DAY AUTO SUPPLY	ST17-REMAN STARTER/CORE	12/06/2010	364.75	12/10/2010	11-541-253
DAY AUTO SUPPLY	PARKS-GM1-BRAKE SHOE	12/07/2010	54.81	12/24/2010	10-554-251
DAY AUTO SUPPLY	SHOP-582-7016	12/07/2010	4.83	12/10/2010	10-543-285
DAY AUTO SUPPLY	TRANSIT-WIPER BLADES	12/07/2010	85.34	12/10/2010	17-552-251
DAY AUTO SUPPLY	TRANSIT-FITTINGS/HOSE END	12/07/2010	180.06	12/17/2010	13-539-251
DAY AUTO SUPPLY	BILLED TO CITY IN ERROR- SP	12/07/2010	27.00	12/17/2010	11-541-251
DAY AUTO SUPPLY	ST28-QLTY AW HYD ISO4	12/08/2010	62.20	12/10/2010	11-541-253
DAY AUTO SUPPLY	ST28-RADIATOR CAP	12/08/2010	5.52	12/10/2010	11-541-251
DAY AUTO SUPPLY	CM-ST17-CORE DEPOSIT	12/08/2010	364.75-	12/10/2010	11-541-253
DAY AUTO SUPPLY	P&R-OPIL FILTERS	12/08/2010	15.25	12/17/2010	10-553-251
DAY AUTO SUPPLY	CM-BILLED TO CITY IN ERROR	12/08/2010	27.00-	12/17/2010	11-541-251
DAY AUTO SUPPLY	TRANSIT-FITTING	12/08/2010	18.43	12/24/2010	17-552-251
DAY AUTO SUPPLY	TRANSIT-FITTINGS	12/08/2010	9.12-	12/24/2010	13-539-251
DAY AUTO SUPPLY	ALL VEHICLES-OIL	12/09/2010	11.35	12/17/2010	10-532-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	12/09/2010	11.35	12/17/2010	10-543-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	12/09/2010	11.35	12/17/2010	10-544-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	12/09/2010	11.35	12/17/2010	10-554-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	12/09/2010	11.34	12/17/2010	11-541-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	12/09/2010	11.35	12/17/2010	42-480-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	12/09/2010	11.35	12/17/2010	44-485-256
DAY AUTO SUPPLY	TRANSIT-CIRCUIT TESTER	12/09/2010	20.35	12/17/2010	17-552-251
DAY AUTO SUPPLY	TRANSIT-OIL	12/09/2010	62.27	12/17/2010	17-552-251
DAY AUTO SUPPLY	TRANSIT-HOSE ENDS/FITTING	12/10/2010	29.76	12/24/2010	17-552-251
DAY AUTO SUPPLY	ALL VEHICLES-TIRE PATCH	12/10/2010	34.21	12/24/2010	10-543-285
DAY AUTO SUPPLY	TRANSIT-FAN	12/10/2010	18.53	12/17/2010	13-539-251
DAY AUTO SUPPLY	TRANSIT-WARRANTY	12/13/2010	16.50	12/24/2010	13-539-251
DAY AUTO SUPPLY	ALL VEHICLES-GLASS CLEANE	12/14/2010	12.69	12/17/2010	10-532-256
DAY AUTO SUPPLY	ALL VEHICLES-GLASS CLEANE	12/14/2010	12.68	12/17/2010	10-543-256
DAY AUTO SUPPLY	ALL VEHICLES-GLASS CLEANE	12/14/2010	12.68	12/17/2010	10-544-256
DAY AUTO SUPPLY	ALL VEHICLES-GLASS CLEANE	12/14/2010	12.69	12/17/2010	10-554-256
DAY AUTO SUPPLY	ALL VEHICLES-GLASS CLEANE	12/14/2010	12.68	12/17/2010	11-541-256
DAY AUTO SUPPLY	ALL VEHICLES-GLASS CLEANE	12/14/2010	12.69	12/17/2010	42-480-256
DAY AUTO SUPPLY	ALL VEHICLES-GLASS CLEANE	12/14/2010	12.69	12/17/2010	44-485-256

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
DAY AUTO SUPPLY	PD-AIR FILTER	12/14/2010	22.28	12/31/2010	10-532-251
DAY AUTO SUPPLY	SHOP-HOLE SAW	12/14/2010	14.38	12/24/2010	10-543-285
DAY AUTO SUPPLY	ST35-SPLASH GUARD	12/14/2010	26.30	12/24/2010	11-541-251
DAY AUTO SUPPLY	ANIMAL CONTROL TRUCK-BUL	12/14/2010	14.16	12/24/2010	10-547-256
DAY AUTO SUPPLY	SHOP-IMPACT SOCKET	12/15/2010	17.45	12/24/2010	10-543-285
DAY AUTO SUPPLY	SHOP-IMPACT SOCKET	12/15/2010	8.44	12/24/2010	10-543-285
DAY AUTO SUPPLY	TRANSIT-HOSE CLAMP	12/15/2010	5.76	12/24/2010	13-539-251
DAY AUTO SUPPLY	TRANSIT-MOLTAN 25	12/15/2010	7.29	12/24/2010	13-539-251
DAY AUTO SUPPLY	ALL VEHICLES TRANSMISSION	12/16/2010	15.26	12/24/2010	10-532-256
DAY AUTO SUPPLY	ALL VEHICLES TRANSMISSION	12/16/2010	15.26	12/24/2010	10-543-256
DAY AUTO SUPPLY	ALL VEHICLES TRANSMISSION	12/16/2010	15.26	12/24/2010	10-544-256
DAY AUTO SUPPLY	ALL VEHICLES TRANSMISSION	12/16/2010	15.26	12/24/2010	10-554-256
DAY AUTO SUPPLY	ST17, ST14, ST29- OIL	12/16/2010	398.19	12/24/2010	11-541-256
DAY AUTO SUPPLY	AT, SW-OIL	12/16/2010	111.32	12/24/2010	11-541-256
DAY AUTO SUPPLY	ALL VEHICLES TRANSMISSION	12/16/2010	15.26	12/24/2010	11-541-256
DAY AUTO SUPPLY	ST, LW, SW-NAPA HEAVY DUTY	12/16/2010	39.85	12/24/2010	11-541-256
DAY AUTO SUPPLY	ALL VEHICLES TRANSMISSION	12/16/2010	15.25	12/24/2010	42-480-256
DAY AUTO SUPPLY	ST, LW, SW-NAPA HEAVY DUTY	12/16/2010	39.85	12/24/2010	42-480-256
DAY AUTO SUPPLY	ST, SW-OIL	12/16/2010	111.32	12/24/2010	44-485-256
DAY AUTO SUPPLY	ALL VEHICLES TRANSMISSION	12/16/2010	15.25	12/24/2010	44-485-256
DAY AUTO SUPPLY	ST, LW, SW-NAPA HEAVY DUTY	12/16/2010	39.86	12/24/2010	44-485-256
DAY AUTO SUPPLY	ST14 FUEL FILTERS	12/21/2010	31.32	12/31/2010	11-541-253
DAY AUTO SUPPLY	ALL VEHICLES-ENGINE FOAM	12/21/2010	6.53	12/31/2010	10-532-251
DAY AUTO SUPPLY	ALL VEHICLES-ENGINE FOAM	12/21/2010	6.53	12/31/2010	10-544-251
DAY AUTO SUPPLY	ALL VEHICLES-ENGINE FOAM	12/21/2010	6.53	12/31/2010	10-554-251
DAY AUTO SUPPLY	ALL VEHICLES-ENGINE FOAM	12/21/2010	6.53	12/31/2010	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-ENGINE FOAM	12/21/2010	6.53	12/31/2010	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-ENGINE FOAM	12/21/2010	6.53	12/31/2010	42-480-251
DAY AUTO SUPPLY	ALL VEHICLES-ENGINE FOAM	12/21/2010	6.52	12/31/2010	44-485-251
DAY AUTO SUPPLY	ST14-OIL	12/21/2010	52.44	12/31/2010	11-541-253
DAY AUTO SUPPLY	SHOP-RAGS	12/21/2010	40.28	12/31/2010	10-543-285
DAY AUTO SUPPLY	ST32-STEEL WOOL	12/21/2010	3.75	12/31/2010	11-541-251
DAY AUTO SUPPLY	ST32-POWER STEERING FLUID	12/21/2010	28.77	12/31/2010	11-541-251
DAY AUTO SUPPLY	ST24-OIL FILTER	12/21/2010	16.78	12/31/2010	11-541-251
DAY AUTO SUPPLY	ST24-FUEL FILTER	12/22/2010	12.39	12/31/2010	11-541-251
DAY AUTO SUPPLY	ST24-FUEL FILTER	12/22/2010	1.06	12/31/2010	11-541-256
DAY AUTO SUPPLY	ST7-FILTER KIT	12/22/2010	343.17	12/31/2010	11-541-251
DAY AUTO SUPPLY	CM-BATTERY RETURNS	12/22/2010	266.23	12/31/2010	10-532-251
DAY AUTO SUPPLY	CM-BATTERY RETURNS	12/22/2010	8.44	12/31/2010	10-554-251
DAY AUTO SUPPLY	CM-BATTERY RETURNS	12/22/2010	201.03	12/31/2010	11-541-251
DAY AUTO SUPPLY	CM-BATTERY RETURNS	12/22/2010	30.44	12/31/2010	42-480-251
DAY AUTO SUPPLY	ST24-HALOGEN LAMP	12/27/2010	11.48	12/31/2010	11-541-251
Total DAY AUTO SUPPLY:			3,645.50		
DEMCO					
DEMCO	PROCESSING SUPPLIES	12/09/2010	284.66	12/24/2010	10-555-285
Total DEMCO:			284.66		
DISPLAY SALES COMPANY					
DISPLAY SALES COMPANY	CHRISTMAS LIGHTS	11/23/2010	995.00	12/03/2010	10-554-285
Total DISPLAY SALES COMPANY:			995.00		
DURAN, RACHEL A.					
DURAN, RACHEL A.	MILEAGE REIMBURSEMENT	12/14/2010	34.70	12/17/2010	10-523-271

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total DURAN, RACHEL A.:			34.70		
DURRANT, KENT					
DURRANT, KENT	TRAINING PER DIEM-COLD CA	11/23/2010	90.00	12/10/2010	10-532-269
Total DURRANT, KENT:			90.00		
ECMC					
ECMC	WAGE ASSIGNMENT	12/24/2010	80.22	12/24/2010	62-218340
ECMC	WAGE ASSIGNMENT	12/10/2010	80.22	12/10/2010	62-218340
Total ECMC:			160.44		
ELECTRICAL DISTRICT NO.2					
ELECTRICAL DISTRICT NO.2	1299 S SIGNAL PEAK	12/06/2010	34.88	12/31/2010	11-541-264
ELECTRICAL DISTRICT NO.2	MARTIN VALLEY SEWAGE	12/06/2010	737.78	12/31/2010	42-480-264
ELECTRICAL DISTRICT NO.2	STREET LIGHTS @MARTIN VAL	12/06/2010	643.77	12/31/2010	11-541-264
Total ELECTRICAL DISTRICT NO.2:			1,416.43		
EMPIRE SOUTHWEST					
EMPIRE SOUTHWEST	STREETS-BATTERY	11/19/2010	531.45	12/03/2010	11-541-253
Total EMPIRE SOUTHWEST:			531.45		
FEDEX					
FEDEX	SHIPPING CHARGES-5/28/10 &	11/25/2010	4.90	12/03/2010	10-523-212
FEDEX	SHIPPING CHARGES-5/28/10 &	11/25/2010	10.09	12/03/2010	10-532-212
Total FEDEX:			14.99		
FENN, JACOB					
FENN, JACOB	DJ FOR CHRISTMAS IN THE PA	12/10/2010	250.00	12/17/2010	10-553-287
Total FENN, JACOB:			250.00		
FIREMEN'S PENSION AND					
FIREMEN'S PENSION AND	FIREMENS PENSION-4TH QTE	12/24/2010	540.36	12/24/2010	62-218010
FIREMEN'S PENSION AND	FIREMENS PENSION-4TH QTE	12/24/2010	540.36	12/24/2010	62-218210
Total FIREMEN'S PENSION AND:			1,080.72		
FITZGIBBONS LAW OFFICES, PLC					
FITZGIBBONS LAW OFFICES, P	CIVIL CLAIMS	12/01/2010	26.00	12/17/2010	10-525-229
FITZGIBBONS LAW OFFICES, P	CITY MATTERS	12/01/2010	104.00	12/17/2010	10-525-229
FITZGIBBONS LAW OFFICES, P	PULTE HOMES CLAIM	12/01/2010	1,066.00	12/17/2010	22-541-229
FITZGIBBONS LAW OFFICES, P	CIVIL MATTERS	12/01/2010	6,029.17	12/17/2010	10-525-229
FITZGIBBONS LAW OFFICES, P	CITY MATTERS	12/01/2010	5,387.48	12/17/2010	10-525-229
FITZGIBBONS LAW OFFICES, P	TRANSIT ISSUES	12/01/2010	676.00	12/17/2010	10-525-229
Total FITZGIBBONS LAW OFFICES, PLC:			13,288.65		
FSH COMMUNICATIONS, LLC					
FSH COMMUNICATIONS, LLC	PAY PHONE AIRPORT-DEC 201	12/01/2010	71.24	12/10/2010	46-542-261
Total FSH COMMUNICATIONS, LLC:			71.24		

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
G & K SERVICES					
G & K SERVICES	UNIFORM	10/07/2010	78.04	12/17/2010	13-539-285
G & K SERVICES	MATS	10/07/2010	50.08	12/17/2010	13-539-286
G & K SERVICES	MATS	10/07/2010	43.14	12/17/2010	17-552-286
G & K SERVICES	UNIFORM	10/14/2010	189.45	12/17/2010	13-539-285
G & K SERVICES	MATS	10/14/2010	66.39	12/17/2010	13-539-286
G & K SERVICES	MATS	10/14/2010	13.23	12/17/2010	17-552-286
G & K SERVICES	UNIFORM	10/28/2010	78.04	12/17/2010	13-539-285
G & K SERVICES	MATS	10/28/2010	53.92	12/17/2010	13-539-286
G & K SERVICES	MATS	10/28/2010	13.23	12/17/2010	17-552-286
G & K SERVICES	MATS	11/04/2010	78.04	12/17/2010	13-539-285
G & K SERVICES	UNIFORM	11/04/2010	53.92	12/17/2010	13-539-286
G & K SERVICES	UNIFORM	11/04/2010	13.23	12/17/2010	17-552-286
G & K SERVICES	MATS	11/11/2010	78.04	12/17/2010	13-539-285
G & K SERVICES	UNIFORM	11/11/2010	53.93	12/17/2010	13-539-286
G & K SERVICES	UNIFORM	11/11/2010	13.22	12/17/2010	17-552-286
G & K SERVICES	MATS	11/18/2010	78.04	12/17/2010	13-539-285
G & K SERVICES	UNIFORM	11/18/2010	54.51	12/17/2010	13-539-286
G & K SERVICES	UNIFORM	11/18/2010	56.49	12/17/2010	17-552-286
G & K SERVICES	MATS	11/25/2010	78.04	12/17/2010	13-539-285
G & K SERVICES	UNIFORM	11/25/2010	53.93	12/17/2010	13-539-286
G & K SERVICES	UNIFORM	11/25/2010	18.36	12/17/2010	17-552-286
G & K SERVICES	MATS	12/02/2010	78.04	12/17/2010	13-539-285
G & K SERVICES	UNIFORM	12/02/2010	53.93	12/17/2010	13-539-286
G & K SERVICES	UNIFORM	12/02/2010	18.36	12/17/2010	17-552-286
G & K SERVICES	MATS	12/09/2010	78.04	12/17/2010	13-539-285
G & K SERVICES	UNIFORM	12/09/2010	53.93	12/17/2010	13-539-286
G & K SERVICES	UNIFORM	12/09/2010	18.36	12/17/2010	17-552-286
G & K SERVICES	UNIFORM	11/30/2010	22.13	12/10/2010	10-543-286
G & K SERVICES	UNIFORM	11/30/2010	50.72	12/10/2010	10-544-286
G & K SERVICES	UNIFORM	11/30/2010	179.04	12/10/2010	11-541-286
G & K SERVICES	UNIFORM	11/30/2010	64.04	12/10/2010	42-480-286
G & K SERVICES	UNIFORM	11/30/2010	144.49	12/10/2010	44-485-286
Total G & K SERVICES:			1,976.35		
GALLS INC.					
GALLS INC.	UNIFORMS/STATION BOOTS	12/03/2010	285.21	12/17/2010	22-541-286
Total GALLS INC.:			285.21		
GARRETT MOTORS					
GARRETT MOTORS	3 2011CHEVY SILVERADO PICK	11/23/2010	1,782.03	12/03/2010	42-481-913
GARRETT MOTORS	3 2011CHEVY SILVERADO PICK	11/23/2010	50,000.00	12/03/2010	42-489-913
GARRETT MOTORS	3 2011CHEVY SILVERADO PICK	11/23/2010	20,000.00	12/03/2010	57-484-913
GARRETT MOTORS	PD-2001 GMC JIMMY- VEHICLE	11/27/2010	775.71	12/17/2010	10-532-251
Total GARRETT MOTORS:			72,557.74		
GOLDMAN, FRED E					
GOLDMAN, FRED E	CONSULTING ENG SERVICES	12/03/2010	2,600.00	12/10/2010	42-480-229
Total GOLDMAN, FRED E:			2,600.00		
GRIGG, HARLEY					
GRIGG, HARLEY	AWARDS FOR CHRISTMAS LIG	11/30/2010	500.00	12/03/2010	10-553-285

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total GRIGG, HARLEY:			500.00		
GUST ROSENFELD P.L.C.					
GUST ROSENFELD P.L.C.	LEGAL SERVICES-NOV 2010	12/13/2010	697.50	12/31/2010	10-525-229
Total GUST ROSENFELD P.L.C.:			697.50		
HACH COMPANY					
HACH COMPANY	SODIUM CHLORIDE	11/18/2010	46.37	12/03/2010	42-480-285
Total HACH COMPANY:			46.37		
HAYDON BUILDING CORP					
HAYDON BUILDING CORP	PAY APPLICATION #11-PHASE	12/16/2010	31,803.22	12/24/2010	42-485-285
HAYDON BUILDING CORP	PAY APPLICATION #10 PHASE	11/30/2010	53,706.47	12/10/2010	42-485-285
HAYDON BUILDING CORP	PAYMENT ON RETAINAGE PHA	12/17/2010	217,241.72	12/24/2010	42-485-285
Total HAYDON BUILDING CORP:			302,751.41		
HEAD, SUSAN					
HEAD, SUSAN	PER DIEM TRAINING- COLD CA	11/23/2010	90.00	12/10/2010	10-532-269
Total HEAD, SUSAN:			90.00		
HEALTHNET OF ARIZONA					
HEALTHNET OF ARIZONA	HEALTHNET COVERAGE- DEC	11/12/2010	80,478.03	12/03/2010	62-218030
HEALTHNET OF ARIZONA	HEATHNET COVERAGE- DECE	11/12/2010	13,106.18	12/03/2010	62-218230
Total HEALTHNET OF ARIZONA:			93,584.21		
HENRY & HORNE, LLP					
HENRY & HORNE, LLP	FY 09-10 COMPILATION	11/30/2010	9,500.00	12/10/2010	10-529-229
Total HENRY & HORNE, LLP:			9,500.00		
HIGH GRADE RENTALS & SALES					
HIGH GRADE RENTALS & SALE	STREETS-CHAIN SAW OIL/CHAI	11/22/2010	553.21	12/03/2010	11-541-282
HIGH GRADE RENTALS & SALE	STREETS-SAW CARRYING CAS	11/22/2010	21.89	12/03/2010	11-541-282
Total HIGH GRADE RENTALS & SALES:			575.10		
HIRERIGHT SOLUTIONS, INC.					
HIRERIGHT SOLUTIONS, INC.	RANDOM DRUG SCREENING	11/30/2010	28.00	12/17/2010	10-523-229
Total HIRERIGHT SOLUTIONS, INC.:			28.00		
HOHOKAM IRRIGATION					
HOHOKAM IRRIGATION	339 S KENWORTHY	11/22/2010	51.03	12/03/2010	42-480-264
HOHOKAM IRRIGATION	339 S KENWORTHY	12/20/2010	55.40	12/31/2010	42-480-264
HOHOKAM IRRIGATION	HEARTLAND LIFT STATION	11/22/2010	251.48	12/03/2010	42-480-264
HOHOKAM IRRIGATION	HEARTLAND LIFT STATION	12/20/2010	288.44	12/31/2010	42-480-264
Total HOHOKAM IRRIGATION:			646.35		
HOLMES, LISA					
HOLMES, LISA	OVERPMT - REFUND SEWER &	11/23/2010	.00	12/10/2010	01-110750
HOLMES, LISA	OVERPMT - REFUND SEWER &	11/23/2010	.00		01-110750

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total HOLMES, LISA:			.00		
HOME DEPOT CRC/GECF (THE)					
HOME DEPOT CRC/GECF (THE)	HOME DEPOT CHARGES- 11/10	11/28/2010	164.09	12/17/2010	10-553-285
HOME DEPOT CRC/GECF (THE)	HOME DEPOT CHARGES- 11/10	11/28/2010	201.57	12/17/2010	10-554-282
HOME DEPOT CRC/GECF (THE)	HOME DEPOT CHARGES- 11/10	11/28/2010	366.55	12/17/2010	13-539-252
HOME DEPOT CRC/GECF (THE)	HOME DEPOT CHARGES- 11/10	11/28/2010	70.16	12/17/2010	22-541-285
Total HOME DEPOT CRC/GECF (THE):			802.37		
ICMA RETIREMENT TRUST 457					
ICMA RETIREMENT TRUST 457	DEFERRED COMP	12/24/2010	166.75	12/24/2010	10-521-129
ICMA RETIREMENT TRUST 457	DEFERRED COMP	12/24/2010	1,580.00	12/24/2010	62-218260
ICMA RETIREMENT TRUST 457	DEFERRED COMP	12/10/2010	166.75	12/10/2010	10-521-129
ICMA RETIREMENT TRUST 457	DEFERRED COMP	12/10/2010	1,580.00	12/10/2010	62-218260
Total ICMA RETIREMENT TRUST 457 :			3,493.50		
IKONS OFFICE SOLUTIONS					
IKONS OFFICE SOLUTIONS	COPIER SERV/MAINT CONT	11/21/2010	110.61	12/03/2010	11-541-255
Total IKONS OFFICE SOLUTIONS:			110.61		
INGRAM LIBRARY SERVICES					
INGRAM LIBRARY SERVICES	ADULT FICTION	11/05/2010	26.09	12/10/2010	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	11/09/2010	26.07	12/10/2010	10-555-215
INGRAM LIBRARY SERVICES	CHILDRENS PICTURE BOOKS	11/10/2010	19.52	12/17/2010	10-555-215
INGRAM LIBRARY SERVICES	JUVENILE FICTION	11/19/2010	843.46	12/03/2010	10-555-215
INGRAM LIBRARY SERVICES	JUVENILE FICTION	11/21/2010	160.30	12/03/2010	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	11/23/2010	29.36	12/10/2010	10-555-215
INGRAM LIBRARY SERVICES	CHILDRENS PICTURE BOOKS	11/24/2010	36.97	12/17/2010	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	11/28/2010	45.11	12/10/2010	10-555-215
INGRAM LIBRARY SERVICES	CHILDRENS PICTURE BOOKS	12/02/2010	868.65	12/17/2010	10-555-215
INGRAM LIBRARY SERVICES	CHILDRENS PICTURE BOOKS	12/03/2010	256.84	12/17/2010	10-555-215
INGRAM LIBRARY SERVICES	LARGE PRINT FICTION	12/09/2010	715.45	12/24/2010	10-555-215
INGRAM LIBRARY SERVICES	LARGE PRINT FICTION	12/10/2010	406.16	12/24/2010	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	11/26/2010	944.89	12/10/2010	10-555-215
Total INGRAM LIBRARY SERVICES:			4,378.87		
INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	12/24/2010	35.50	12/24/2010	62-218340
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	12/24/2010	100.00	12/24/2010	62-218340
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	12/24/2010	153.96	12/24/2010	62-218340
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	12/10/2010	153.96	12/10/2010	62-218340
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	12/10/2010	35.50	12/10/2010	62-218340
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	12/10/2010	100.00	12/10/2010	62-218340
Total INTERNAL REVENUE SERVICE:			578.92		
JIM'S AUTOMOTIVE					
JIM'S AUTOMOTIVE	TOWING SERVICES	08/02/2010	71.96	12/31/2010	10-532-285
JIM'S AUTOMOTIVE	TOWING SERVICES	12/10/2010	101.84	12/31/2010	10-532-285
Total JIM'S AUTOMOTIVE:			173.80		

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
K & S SPORTS PROMOTIONS, INC.					
K & S SPORTS PROMOTIONS, I	AWARDS FOR SOCCER AND S	11/24/2010	954.39	12/10/2010	10-553-285
Total K & S SPORTS PROMOTIONS, INC.:			954.39		
KENDALL & SON, LTD					
KENDALL & SON, LTD	ANTI BACTERIAL CLEANER FO	12/01/2010	1,287.00	12/31/2010	13-539-251
Total KENDALL & SON, LTD:			1,287.00		
KENNEDY/JENKS CONSULTANTS, INC					
KENNEDY/JENKS CONSULTAN	ENG SERVICES-REVIEW OF RF	11/22/2010	19,626.28	12/03/2010	42-485-229
Total KENNEDY/JENKS CONSULTANTS, INC:			19,626.28		
KIMLEY-HORN AND ASSOCIATES					
KIMLEY-HORN AND ASSOCIAT	ENG SERVICES-DESIGN-COOLI	11/30/2010	18,874.43	12/31/2010	33-549-229
Total KIMLEY-HORN AND ASSOCIATES:			18,874.43		
KIRK'S TIRE SALES					
KIRK'S TIRE SALES	PD81-TIRE REPAIR	11/29/2010	11.50	12/17/2010	10-532-251
KIRK'S TIRE SALES	ST17-TIRE REPAIR	12/10/2010	30.50	12/17/2010	11-541-253
KIRK'S TIRE SALES	PARKS-TIRE REPAIR	12/15/2010	9.00	12/24/2010	10-554-251
Total KIRK'S TIRE SALES:			51.00		
KONECRANES INC.					
KONECRANES INC.	ANNUAL CRANE AND HOIST IN	11/19/2010	640.00	12/03/2010	42-480-229
Total KONECRANES INC.:			640.00		
LAZY ACES CONSTRUCTION					
LAZY ACES CONSTRUCTION	1ST DRAW, 30% WORK COMPL	11/30/2010	8,750.00	12/03/2010	15-410-227
LAZY ACES CONSTRUCTION	2ND DRAW, 50% WORK COMPL	12/06/2010	8,750.00	12/10/2010	15-410-227
Total LAZY ACES CONSTRUCTION:			17,500.00		
LEGEND TECHNICAL SERVICES					
LEGEND TECHNICAL SERVICE	WATER ANALYSIS	11/19/2010	1,240.00	12/03/2010	42-480-229
LEGEND TECHNICAL SERVICE	WATER ANALYSIS	12/13/2010	74.70	12/17/2010	42-480-229
LEGEND TECHNICAL SERVICE	WATER ANALYSIS	12/13/2010	664.00	12/17/2010	42-480-229
Total LEGEND TECHNICAL SERVICES:			1,978.70		
LISTER, RICHARD					
LISTER, RICHARD	COUNCIL MEMBER - 5th qtr 201	12/10/2010	300.00	12/10/2010	10-511-229
Total LISTER, RICHARD:			300.00		
LONG STAR AUTO GLASS					
LONG STAR AUTO GLASS	ST17-WINDSHIELD	12/15/2010	180.00	12/17/2010	11-541-253
Total LONG STAR AUTO GLASS:			180.00		
LOPEZ, GILBERT					
LOPEZ, GILBERT	VICE MAYOR-4TH QTR 2010	12/10/2010	300.00	12/10/2010	10-511-229

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total LOPEZ, GILBERT:			300.00		
M & S EQUIPMENT, INC.					
M & S EQUIPMENT, INC.	ST14-BOLTS FOR GRADE BLAD	12/07/2010	32.48	12/10/2010	11-541-253
M & S EQUIPMENT, INC.	SW3-BOLT/LOCK NUTS	12/20/2010	42.39	12/31/2010	44-485-251
Total M & S EQUIPMENT, INC.:			74.87		
MANATEE TIRE & AUTO, INC.					
MANATEE TIRE & AUTO, INC.	BUS REPAIRS	11/27/2010	1,166.82	12/24/2010	13-539-251
MANATEE TIRE & AUTO, INC.	BUS REPAIRS	11/30/2010	452.13	12/24/2010	13-539-251
MANATEE TIRE & AUTO, INC.	BUS REPAIRS	11/18/2010	539.85	12/24/2010	17-552-251
MANATEE TIRE & AUTO, INC.	BUS REPAIRS	11/30/2010	63.23	12/24/2010	17-552-251
MANATEE TIRE & AUTO, INC.	BUS REPAIRS	11/29/2010	272.12	12/24/2010	17-552-251
Total MANATEE TIRE & AUTO, INC.:			2,494.15		
MARTIN VALLEY COMMUNITY					
MARTIN VALLEY COMMUNITY	PROEPRTY TAX-O&M DEBT SV	12/10/2010	96.49	12/17/2010	10-31-1110
Total MARTIN VALLEY COMMUNITY :			96.49		
MARTY'S TROPHIES & AWARDS					
MARTY'S TROPHIES & AWARD	RETIREMENT PLAQUES-HEND	12/02/2010	159.94	12/17/2010	10-511-276
Total MARTY'S TROPHIES & AWARDS:			159.94		
MARY LOU RAMIREZ					
MARY LOU RAMIREZ	WAGE ASSIGNMENT	12/24/2010	349.55	12/24/2010	62-218340
MARY LOU RAMIREZ	WAGE ASSIGNMENT	12/10/2010	349.55	12/10/2010	62-218340
Total MARY LOU RAMIREZ:			699.10		
MAYO CLINIC HEALTH SOLUTIONS					
MAYO CLINIC HEALTH SOLUTI	HEALTH NEWSLETTER- DEC 20	11/16/2010	75.00	12/17/2010	10-521-276
Total MAYO CLINIC HEALTH SOLUTIONS:			75.00		
MCHUGH, MICKEY					
MCHUGH, MICKEY	PETTY CASH REIMBURSEMEN	12/16/2010	32.00	12/24/2010	10-532-285
MCHUGH, MICKEY	PETTY CASH REIMBURSEMEN	12/16/2010	82.88	12/24/2010	10-534-276
MCHUGH, MICKEY	PETTY CASH REIMBURSEMEN	12/16/2010	15.17	12/24/2010	10-534-285
MCHUGH, MICKEY	PETTY CASH REIMBURSEMEN	12/16/2010	13.28	12/24/2010	22-541-276
MCHUGH, MICKEY	PETTY CASH REIMBURSEMEN	12/16/2010	15.95	12/24/2010	22-541-285
MCHUGH, MICKEY	PETTY CASH REIMBURSEMEN	12/16/2010	12.00	12/24/2010	42-480-285
Total MCHUGH, MICKEY:			171.28		
MESA MATERIALS, INC.					
MESA MATERIALS, INC.	COLD MIX FOR STREET REPAI	11/18/2010	2,116.03	12/10/2010	33-491-285
Total MESA MATERIALS, INC.:			2,116.03		
MEYER, MIKE					
MEYER, MIKE	REIMBURSEMENT FOR CDL PH	12/08/2010	85.00	12/10/2010	13-539-208
MEYER, MIKE	REIMBURSEMENT FOR CDL PH	12/08/2010	35.00	12/10/2010	13-539-229

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total MEYER, MIKE:			120.00		
MIDWEST TAPE					
MIDWEST TAPE	FAMILY DVD'S	11/17/2010	73.97	12/10/2010	10-555-215
MIDWEST TAPE	FAMILY DVD'S	11/22/2010	45.98	12/10/2010	10-555-215
Total MIDWEST TAPE:			119.95		
MnM FEED N TACK					
MnM FEED N TACK	LOYAL ADULT ACTICE DOG FO	11/20/2010	32.66	12/10/2010	20-566-285
Total MnM FEED N TACK:			32.66		
MWI VETERINARY SUPPLY					
MWI VETERINARY SUPPLY	ANIMAL CONTROL SUPPLIES	12/20/2010	51.24	12/31/2010	10-547-285
Total MWI VETERINARY SUPPLY:			51.24		
NAICC					
NAICC	TRANSIT FACILITY	10/31/2010	105,427.78	12/03/2010	13-546-919
NAICC	TRANSIT FACILITY	11/30/2010	136,139.30	12/17/2010	13-546-919
NAICC	TRANSIT FACILITY	11/30/2010	78,700.73	12/17/2010	17-551-919
Total NAICC:			320,267.81		
NATIONAL ANIMAL CONTROL ASSOCIATION					
NATIONAL ANIMAL CONTROL A	NACA MEMBERSHIP	12/27/2010	125.00	12/31/2010	10-547-267
Total NATIONAL ANIMAL CONTROL ASSOCIATION:			125.00		
NEWMAN TRAFFIC SIGNS					
NEWMAN TRAFFIC SIGNS	TRAFFIC SIGNS	11/24/2010	3,367.68	12/10/2010	33-491-285
Total NEWMAN TRAFFIC SIGNS:			3,367.68		
NEXTEL COMMUNICATIONS					
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	26.43	12/03/2010	10-526-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	410.45	12/03/2010	10-532-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	26.43	12/03/2010	10-533-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	26.43	12/03/2010	10-534-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	52.24	12/03/2010	10-545-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	26.43	12/03/2010	10-547-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	79.29	12/03/2010	10-553-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	158.58	12/03/2010	10-554-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	26.43	12/03/2010	10-556-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	79.29	12/03/2010	10-561-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	26.43	12/03/2010	11-541-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	235.01	12/03/2010	13-539-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	51.43	12/03/2010	17-552-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	79.29	12/03/2010	42-480-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	82.99	12/03/2010	62-218340
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	66.00	12/03/2010	62-218340
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	97.97	12/03/2010	62-218340
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- NOVE	11/21/2010	39.00	12/03/2010	62-218340
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	36.75	12/31/2010	10-526-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	528.50	12/31/2010	10-532-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	36.75	12/31/2010	10-533-261

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	36.75	12/31/2010	10-534-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	73.69	12/31/2010	10-545-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	36.75	12/31/2010	10-547-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	110.25	12/31/2010	10-553-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	220.50	12/31/2010	10-554-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	36.75	12/31/2010	10-556-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	110.25	12/31/2010	10-561-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	36.75	12/31/2010	11-541-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	307.25	12/31/2010	13-539-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	61.75	12/31/2010	17-552-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	110.25	12/31/2010	42-480-261
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	73.00	12/31/2010	62-218340
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	66.00	12/31/2010	62-218340
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	98.56	12/31/2010	62-218340
NEXTEL COMMUNICATIONS	CELL PHONE CHARGES- DEC 2	12/21/2010	39.00	12/31/2010	62-218340
Total NEXTEL COMMUNICATIONS:			3,609.62		
OFFICE DEPOT					
OFFICE DEPOT	OFFICE SUPPLIES- HR	11/17/2010	163.92	12/03/2010	10-523-211
OFFICE DEPOT	OFFICE SUPPLIES- FINANCE	11/17/2010	201.22	12/03/2010	10-529-211
OFFICE DEPOT	TONER CARTRIDGES	11/17/2010	81.96	12/03/2010	10-523-211
OFFICE DEPOT	NOTARY STAMPS-GARCIA	12/08/2010	28.95	12/24/2010	10-526-285
OFFICE DEPOT	NOTARY STAMP-PENNEY	12/08/2010	28.95	12/24/2010	10-533-285
OFFICE DEPOT	NOTARY STAMP-FEDERICO	12/08/2010	14.48	12/24/2010	42-480-285
OFFICE DEPOT	NOTARY STAMP-FEDERICO	12/08/2010	14.48	12/24/2010	44-485-285
Total OFFICE DEPOT:			533.96		
OFFICE EQUIPMENT FINANCE SERVICES					
OFFICE EQUIPMENT FINANCE	TRANSIT LEASE COPIER XERO	11/24/2010	472.17	12/10/2010	13-539-241
Total OFFICE EQUIPMENT FINANCE SERVICES:			472.17		
PAYSON POLICE DEPARTMENT					
PAYSON POLICE DEPARTMEN	1033 PUBLIC SAFETY PROCUR	12/07/2010	250.00	12/10/2010	10-532-285
Total PAYSON POLICE DEPARTMENT:			250.00		
PERFORMANCE RADIATOR					
PERFORMANCE RADIATOR	ST28-RADIATOR REPAIR	12/06/2010	554.84	12/17/2010	11-541-253
Total PERFORMANCE RADIATOR:			554.84		
PINAL COUNTY AIR QUALITY					
PINAL COUNTY AIR QUALITY	ANNUAL PERMIT FEE-WWTP	12/23/2010	2,290.00	12/31/2010	42-480-267
Total PINAL COUNTY AIR QUALITY:			2,290.00		
PINAL COUNTY ANIMAL CONTROL					
PINAL COUNTY ANIMAL CONTR	MONTHLY ANIMAL CONTROL-O	11/23/2010	6,027.55	12/10/2010	10-547-229
Total PINAL COUNTY ANIMAL CONTROL:			6,027.55		
PINAL COUNTY SHERIFF'S OFFICE					
PINAL COUNTY SHERIFF'S OFF	JAIL COST-OCTOBER 2010	11/15/2010	25,740.45	12/03/2010	10-526-229

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total PINAL COUNTY SHERIFF'S OFFICE:			25,740.45		
PITNEY BOWES INC.					
PITNEY BOWES INC.	POSTAGE METER LEASE-SEPT	12/13/2010	825.00	12/24/2010	10-529-241
Total PITNEY BOWES INC.:			825.00		
POSTER COMPLIANCE CENTER					
POSTER COMPLIANCE CENTE	STATE COMPLIANCE POSTERS	12/08/2010	391.25	12/31/2010	10-523-285
Total POSTER COMPLIANCE CENTER:			391.25		
POWER STREAM					
POWER STREAM	CH 11 LIVE VIDEO STREAMING	12/01/2010	301.84	12/10/2010	10-556-255
Total POWER STREAM:			301.84		
PRE-PAID LEGAL SERVICE					
PRE-PAID LEGAL SERVICE	PREPAID LEGAL- DEC 2010	12/24/2010	44.85	12/24/2010	62-218340
Total PRE-PAID LEGAL SERVICE:			44.85		
PRINCIPAL -PLIC-SBD DES MOINES					
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	25.81	12/31/2010	10-203090
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	39.57	12/31/2010	10-521-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	7.66	12/31/2010	10-521-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	22.97	12/31/2010	10-523-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	10.29	12/31/2010	10-523-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	30.86	12/31/2010	10-524-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	13.65	12/31/2010	10-524-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	83.99	12/31/2010	10-526-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	37.59	12/31/2010	10-526-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	71.51	12/31/2010	10-529-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	32.07	12/31/2010	10-529-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	971.86	12/31/2010	10-532-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	414.69	12/31/2010	10-532-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	31.60	12/31/2010	10-533-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	37.59	12/31/2010	10-534-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	16.64	12/31/2010	10-534-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	18.48	12/31/2010	10-543-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	15.51	12/31/2010	10-543-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	47.85	12/31/2010	10-544-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	21.50	12/31/2010	10-544-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	47.55	12/31/2010	10-545-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	21.13	12/31/2010	10-545-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	80.64	12/31/2010	10-553-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	70.72	12/31/2010	10-553-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	36.09	12/31/2010	10-553-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	90.10	12/31/2010	10-554-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	40.21	12/31/2010	10-554-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	77.83	12/31/2010	10-555-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	34.79	12/31/2010	10-555-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	23.13	12/31/2010	10-556-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	10.29	12/31/2010	10-556-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	132.73	12/31/2010	10-561-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	48.03	12/31/2010	10-561-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	209.68	12/31/2010	11-541-133

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	98.29	12/31/2010	11-541-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	100.66	12/31/2010	13-539-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	42.28	12/31/2010	13-539-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	20.66	12/31/2010	17-552-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	9.36	12/31/2010	17-552-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	9.91	12/31/2010	20-583-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	9.16	12/31/2010	20-602-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	59.63	12/31/2010	22-541-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	26.57	12/31/2010	22-541-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	79.13	12/31/2010	42-480-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	35.35	12/31/2010	42-480-133
PRINCIPAL -PLIC-SBD DES MOI	STD-JUNE 2011	12/18/2010	165.37	12/31/2010	44-485-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- JAN 2011	12/18/2010	66.60	12/31/2010	44-485-133
PRINCIPAL -PLIC-SBD DES MOI	DENTAL COVERAGE - JAN 2011	12/18/2010	5,389.51	12/31/2010	62-218030
PRINCIPAL -PLIC-SBD DES MOI	DENTAL COVERAGE - JAN 2011	12/18/2010	1,026.57	12/31/2010	62-218230
PRINCIPAL -PLIC-SBD DES MOI	DENTAL COVERAGE - DEC 2010	11/17/2010	25.81	12/03/2010	10-203090
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	59.44	12/03/2010	10-521-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	16.46	12/03/2010	10-521-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	22.97	12/03/2010	10-523-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	10.29	12/03/2010	10-523-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	30.86	12/03/2010	10-524-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	13.65	12/03/2010	10-524-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	83.99	12/03/2010	10-526-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	37.59	12/03/2010	10-526-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	91.38	12/03/2010	10-529-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	40.85	12/03/2010	10-529-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	904.02	12/03/2010	10-532-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	384.77	12/03/2010	10-532-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	31.60	12/03/2010	10-533-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	37.59	12/03/2010	10-534-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	16.64	12/03/2010	10-534-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	18.48	12/03/2010	10-543-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	15.51	12/03/2010	10-543-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	90.10	12/03/2010	10-544-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	47.85	12/03/2010	10-544-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	21.50	12/03/2010	10-544-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	47.55	12/03/2010	10-545-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	21.13	12/03/2010	10-545-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	80.64	12/03/2010	10-553-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	70.72	12/03/2010	10-553-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	36.09	12/03/2010	10-553-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	40.21	12/03/2010	10-554-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	77.83	12/03/2010	10-555-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	34.79	12/03/2010	10-555-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	23.13	12/03/2010	10-556-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	10.29	12/03/2010	10-556-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	132.73	12/03/2010	10-561-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	48.03	12/03/2010	10-561-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	209.68	12/03/2010	11-541-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	98.29	12/03/2010	11-541-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	100.66	12/03/2010	13-539-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	42.28	12/03/2010	13-539-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	20.66	12/03/2010	17-552-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	9.36	12/03/2010	17-552-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	9.91	12/03/2010	20-583-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	9.16	12/03/2010	20-602-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	59.63	12/03/2010	22-541-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	26.57	12/03/2010	22-541-133

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	79.13	12/03/2010	42-480-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	35.35	12/03/2010	42-480-133
PRINCIPAL -PLIC-SBD DES MOI	STD-DEC 2010	11/17/2010	165.37	12/03/2010	44-485-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- DEC 2010	11/17/2010	66.60	12/03/2010	44-485-133
PRINCIPAL -PLIC-SBD DES MOI	DENTAL COVERAGE - DEC 201	11/17/2010	5,474.02	12/03/2010	62-218030
PRINCIPAL -PLIC-SBD DES MOI	DENTAL COVERAGE - DEC 201	11/17/2010	1,051.73	12/03/2010	62-218230
Total PRINCIPAL -PLIC-SBD DES MOINES:			20,096.55		
PRINT AND PACK EXPRESS					
PRINT AND PACK EXPRESS	NOTARY STAMP	12/08/2010	28.53	12/17/2010	11-541-211
Total PRINT AND PACK EXPRESS:			28.53		
PRUDENTIAL OVERALL SUPPLY					
PRUDENTIAL OVERALL SUPPL	FLOOR MATS	12/14/2010	158.79	12/17/2010	10-544-281
Total PRUDENTIAL OVERALL SUPPLY:			158.79		
PUBLIC SAFETY PERSONNEL					
PUBLIC SAFETY PERSONNEL	FD RETIREMENT	12/10/2010	460.89	12/10/2010	62-218010
PUBLIC SAFETY PERSONNEL	P.D RETIREMENT	12/10/2010	10,591.61	12/10/2010	62-218020
PUBLIC SAFETY PERSONNEL	FD RETIREMENT	12/10/2010	457.90	12/10/2010	62-218210
PUBLIC SAFETY PERSONNEL	P.D RETIREMENT	12/10/2010	4,518.99	12/10/2010	62-218220
PUBLIC SAFETY PERSONNEL	FD RETIREMENT	12/24/2010	459.88	12/24/2010	62-218010
PUBLIC SAFETY PERSONNEL	P.D RETIREMENT	12/24/2010	10,266.26	12/24/2010	62-218020
PUBLIC SAFETY PERSONNEL	FD RETIREMENT	12/24/2010	456.90	12/24/2010	62-218210
PUBLIC SAFETY PERSONNEL	P.D RETIREMENT	12/24/2010	4,380.18	12/24/2010	62-218220
Total PUBLIC SAFETY PERSONNEL:			31,592.61		
PURCELL TIRE COMPANY					
PURCELL TIRE COMPANY	C531-TIRES	11/19/2010	507.65	12/03/2010	10-534-251
PURCELL TIRE COMPANY	C531-TIRES	11/19/2010	169.21	12/03/2010	22-541-251
Total PURCELL TIRE COMPANY:			676.86		
QUILL CORPORATION					
QUILL CORPORATION	OFFICE SUPPLIES	11/29/2010	65.88	12/17/2010	10-526-211
QUILL CORPORATION	OFFICE SUPPLIES	11/29/2010	131.00	12/17/2010	14-526-211
Total QUILL CORPORATION:			196.88		
QWEST					
QWEST	520-723-0014	11/19/2010	40.26	12/03/2010	46-542-261
QWEST	520-723-0014	12/19/2010	40.26	12/31/2010	46-542-261
QWEST	520-723-0368	11/19/2010	44.55	12/03/2010	42-480-261
QWEST	520-723-0368	12/19/2010	44.55	12/31/2010	42-480-261
QWEST	520-723-0879	11/19/2010	43.06	12/03/2010	22-541-261
QWEST	520-723-0879	12/19/2010	43.06	12/31/2010	22-541-261
QWEST	520-723-1294	11/28/2010	172.10	12/10/2010	42-480-261
QWEST	520-723-1527	11/19/2010	43.06	12/03/2010	42-480-261
QWEST	520-723-1527	12/19/2010	43.06	12/31/2010	42-480-261
QWEST	520-723-2021	11/19/2010	86.49	12/03/2010	10-544-261
QWEST	520-723-2021	12/19/2010	86.49	12/31/2010	10-554-261
QWEST	520-723-3258	11/19/2010	171.97	12/03/2010	10-553-261
QWEST	520-723-4293	11/19/2010	44.55	12/03/2010	42-480-261
QWEST	520-723-4293	12/19/2010	44.55	12/31/2010	42-480-261

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
QWEST	520-723-5092	11/19/2010	110.61	12/03/2010	46-542-261
QWEST	520-723-5092	12/19/2010	112.81	12/31/2010	46-542-261
QWEST	520-723-5361	11/19/2010	281.28	12/03/2010	10-529-261
QWEST	520-723-5361	12/19/2010	137.51	12/31/2010	10-529-261
QWEST	520-723-6793	11/19/2010	45.42	12/03/2010	42-480-261
QWEST	520-723-6793	12/19/2010	45.51	12/31/2010	42-480-261
QWEST	520-723-7186	11/19/2010	58.17	12/03/2010	10-544-261
QWEST	520-723-7186	12/19/2010	58.17	12/31/2010	10-544-261
QWEST	520-723-9748	11/19/2010	265.73	12/17/2010	10-532-261
Total QWEST:			2,063.22		
RASCON, MARY					
RASCON, MARY	PETTY CASH	12/20/2010	21.59	12/24/2010	10-553-285
RASCON, MARY	PETTY CASH	12/20/2010	1.98	12/24/2010	10-553-285
RASCON, MARY	PETTY CASH	12/20/2010	12.31	12/24/2010	10-553-285
RASCON, MARY	PETTY CASH	12/20/2010	7.00	12/24/2010	10-553-285
RASCON, MARY	PETTY CASH	12/20/2010	5.00	12/24/2010	10-553-285
RASCON, MARY	PETTY CASH	12/20/2010	9.97	12/24/2010	10-553-287
RASCON, MARY	PETTY CASH	12/20/2010	25.00	12/24/2010	10-553-287
RASCON, MARY	PETTY CASH	12/20/2010	12.00	12/24/2010	10-554-252
RASCON, MARY	PETTY CASH	12/20/2010	10.00	12/24/2010	10-554-252
RASCON, MARY	PETTY CASH	12/20/2010	10.00	12/24/2010	10-554-252
Total RASCON, MARY:			114.85		
RIGHT AWAY DISPOSAL					
RIGHT AWAY DISPOSAL	BULK TRASH REMOVAL CITY Y	11/30/2010	341.25	12/10/2010	44-485-266
RIGHT AWAY DISPOSAL	BULK TRASH REMOVAL-DEC 2,	12/15/2010	370.53	12/24/2010	44-485-266
Total RIGHT AWAY DISPOSAL:			711.78		
ROBERTSON, KELLY M.					
ROBERTSON, KELLY M.	PRO TEM SERVICE - 08/13 & 27/	12/10/2010	480.00	12/17/2010	10-525-221
Total ROBERTSON, KELLY M.:			480.00		
ROTZ-LOPEZ, JUDY					
ROTZ-LOPEZ, JUDY	COUNCIL MEMBER - 4TH QTR 2	12/10/2010	300.00	12/10/2010	10-511-229
Total ROTZ-LOPEZ, JUDY:			300.00		
RUSHING, RANDALL					
RUSHING, RANDALL	COUNCIL MEMBER - 4TH QTR 2	12/10/2010	300.00	12/10/2010	10-511-229
Total RUSHING, RANDALL:			300.00		
RWC INTERNATIONAL LTD					
RWC INTERNATIONAL LTD	SENSOR/CREDIT/WARRANTY	11/18/2010	198.23	12/03/2010	44-485-251
RWC INTERNATIONAL LTD	SW4-CHAMBER	12/08/2010	141.30	12/10/2010	44-485-251
RWC INTERNATIONAL LTD	CM-SENSOR/CREDIT/WARRAN	11/23/2010	184.73	12/03/2010	44-485-251
Total RWC INTERNATIONAL LTD:			154.80		
SAAVEDRA, ADRIANA					
SAAVEDRA, ADRIANA	REIMBUREMENT FOR BATTERI	11/30/2010	43.30	12/03/2010	10-555-211

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total SAAVEDRA, ADRIANA:			43.30		
SAFETY-KLEEN CORPORATION					
SAFETY-KLEEN CORPORATION	WASTE OIL REMOVAL	11/17/2010	329.99	12/03/2010	10-543-255
SAFETY-KLEEN CORPORATION	WASTE OIL REMOVAL	12/09/2010	291.97	12/24/2010	10-543-255
Total SAFETY-KLEEN CORPORATION:			621.96		
SAFEWAY #2018					
SAFEWAY #2018	RESTITUTION/FEPORI, S. CR20	11/12/2010	50.00	12/17/2010	10-37-2110
Total SAFEWAY #2018:			50.00		
SAFEWAY, INC. #2018					
SAFEWAY, INC. #2018	SAFEWAY CHARGE-NOV-DEC 2	12/11/2010	1.53	12/24/2010	10-532-285
SAFEWAY, INC. #2018	SAFEWAY CHARGE-NOV-DEC 2	12/11/2010	44.82	12/24/2010	10-532-285
SAFEWAY, INC. #2018	SAFEWAY CHARGE-NOV-DEC 2	12/11/2010	18.95	12/24/2010	10-532-285
Total SAFEWAY, INC. #2018:			65.30		
SALCIDO-RUIZ, CRISTINA					
SALCIDO-RUIZ, CRISTINA	AEROBICS INSTRUCTOR	11/29/2010	300.00	12/03/2010	10-553-228
SALCIDO-RUIZ, CRISTINA	AEROBICS INSTRUCTOR	12/27/2010	300.00	12/31/2010	10-553-228
Total SALCIDO-RUIZ, CRISTINA:			600.00		
SAN TAN COUNSELING					
SAN TAN COUNSELING	PREEMPLOYMENT EVAL-FULT	11/30/2010	500.00	12/17/2010	10-523-229
Total SAN TAN COUNSELING:			500.00		
SHOPE, TOM					
SHOPE, TOM	MAYOR - 4TH QTR 2010	12/10/2010	600.00	12/10/2010	10-511-229
Total SHOPE, TOM:			600.00		
SLOMEINSKY, DON					
SLOMEINSKY, DON	OFFICIATE SOFTBALL LEAGUE	12/03/2010	84.00	12/10/2010	10-553-227
SLOMEINSKY, DON	OFFICIATE SOFTBALL LEAGUE	12/13/2010	168.00	12/17/2010	10-553-227
SLOMEINSKY, DON	OFFICIATE SOFTBALL LEAGUE	12/20/2010	189.00	12/24/2010	10-553-227
SLOMEINSKY, DON	OFFICIATE SOFTBALL LEAGUE	12/27/2010	84.00	12/31/2010	10-553-227
Total SLOMEINSKY, DON:			525.00		
SOUTHWEST GAS CORPORATION					
SOUTHWEST GAS CORPORATI	130 W CENTRAL AVE	12/09/2010	63.87	12/31/2010	10-529-262
SOUTHWEST GAS CORPORATI	110 W CENTRAL AVENUE	12/09/2010	158.53	12/17/2010	10-526-262
SOUTHWEST GAS CORPORATI	160 W CENTRAL AVENUE	12/09/2010	86.25	12/31/2010	10-555-262
SOUTHWEST GAS CORPORATI	670 W PIMA AVE	12/10/2010	157.67	12/17/2010	10-553-262
SOUTHWEST GAS CORPORATI	411 S 1ST STREET, MAINT BLD	12/09/2010	193.15	12/31/2010	10-543-262
SOUTHWEST GAS CORPORATI	327 E CAMERON BLVD RELOC	12/08/2010	35.78	12/17/2010	15-415-262
SOUTHWEST GAS CORPORATI	240 W PINKLEY AVENUE	12/09/2010	43.97	12/31/2010	10-544-262
Total SOUTHWEST GAS CORPORATION:			739.22		
SOUTHWEST LABORATORIES					
SOUTHWEST LABORATORIES	PRE EMPLOYMENT DRUG SCR	10/31/2010	29.75	12/17/2010	10-523-229

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
SOUTHWEST LABORATORIES	PRE-EMPLOYMENT DRUG SCR	11/30/2010	119.00	12/10/2010	10-523-229
Total SOUTHWEST LABORATORIES:			148.75		
SPRINT					
SPRINT	MONTHLY ROUTER- 12/01/12/3	12/07/2010	19.89	12/17/2010	10-561-261
SPRINT	DATA SERVICE-MOBILE DATA	11/09/2010	994.56	12/10/2010	10-532-261
SPRINT	DATA SERVICE-MOBILE DATA	12/09/2010	994.56	12/31/2010	10-532-261
Total SPRINT:			2,009.01		
SPRINT NEXTEL					
SPRINT NEXTEL	MONTHLY CONNECTION CARD	11/18/2010	124.97	12/03/2010	10-561-261
SPRINT NEXTEL	MONTHLY CONNECTION CARD	12/18/2010	249.94	12/24/2010	10-561-261
SPRINT NEXTEL	MOBILE DATA AIR CARDS	11/18/2010	1,249.75	12/10/2010	10-532-261
SPRINT NEXTEL	MOBILE DATA AIR CARDS	12/18/2010	1,129.75	12/31/2010	10-532-261
Total SPRINT NEXTEL:			2,754.41		
STANTEC CONSULTING SERVICES INC					
STANTEC CONSULTING SERVI	PLAN REVIEW OF BRIGHT INTE	12/14/2010	4,068.36	12/24/2010	10-561-229
Total STANTEC CONSULTING SERVICES INC:			4,068.36		
STAPLES CREDIT PLAN					
STAPLES CREDIT PLAN	OFFICE SUPPLIES	12/09/2010	29.16	12/31/2010	11-541-211
STAPLES CREDIT PLAN	OFFICE SUPPLIES	12/04/2010	17.44	12/31/2010	10-543-285
Total STAPLES CREDIT PLAN:			46.60		
SUPPORT PAYMENT CLEARINGHOUSE					
SUPPORT PAYMENT CLEARIN	WAGE GARNISHMENT	12/24/2010	989.65	12/24/2010	62-218340
SUPPORT PAYMENT CLEARIN	WAGE GARNISHMENT	12/10/2010	989.65	12/10/2010	62-218340
Total SUPPORT PAYMENT CLEARINGHOUSE:			1,979.30		
TERCERO, MARK					
TERCERO, MARK	PER DIEM TRAINING-SELF DEF	11/23/2010	252.00	12/10/2010	10-532-269
Total TERCERO, MARK:			252.00		
THOMPSON, JON M.					
THOMPSON, JON M.	COUNCIL MEMBER-4TH QTR 20	12/10/2010	300.00	12/10/2010	10-511-229
Total THOMPSON, JON M.:			300.00		
TITLE ONE AGENCY, INC.					
TITLE ONE AGENCY, INC.	RECORDATIOON OF DEED OF	10/07/2010	348.80	12/10/2010	15-410-216
TITLE ONE AGENCY, INC.	RECORDATION OF DEED-FIGU	11/08/2010	414.80	12/10/2010	15-415-216
TITLE ONE AGENCY, INC.	RECORDATION FEES-ISABEL S	11/12/2010	454.80	12/24/2010	10-533-216
Total TITLE ONE AGENCY, INC.:			1,218.40		
TRAFFIC CONTROL SERVICE, INC					
TRAFFIC CONTROL SERVICE, I	TRAFFIC SIGN POSTS	12/20/2010	1,744.43	12/31/2010	33-491-285
Total TRAFFIC CONTROL SERVICE, INC:			1,744.43		

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
U S POSTAL SERVICE					
U S POSTAL SERVICE	POSTAGE FOR SEWER AND TR	12/15/2010	750.00	12/17/2010	42-480-212
U S POSTAL SERVICE	POSTAGE FOR SEWER AND TR	12/15/2010	750.00	12/17/2010	44-485-212
Total U S POSTAL SERVICE:			1,500.00		
UNISOURCE WORLDWIDE, INC.					
UNISOURCE WORLDWIDE, INC.	COPIER PAPER	11/15/2010	475.46	12/10/2010	10-532-211
Total UNISOURCE WORLDWIDE, INC.:			475.46		
UNITED EXTERMINATING CO.					
UNITED EXTERMINATING CO.	WWTP	07/01/2010	25.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	YOUTH CENTER	07/01/2010	25.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	YOUTH CENTER	09/01/2010	30.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	YOUTH CENTER	09/02/2010	25.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	MAINT SHOP	09/07/2010	25.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	WWTP	09/07/2010	25.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	PARKS DEPT	09/07/2010	25.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	YOUTH CENTER	11/01/2010	25.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	WWTP	11/03/2010	25.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	MAINT SHOP	11/08/2010	25.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	CITY LIBRARY	12/02/2010	12.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	CITY HALL	12/02/2010	12.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	OLD POLICE STATION	12/02/2010	12.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	WOMENS CLUB	12/02/2010	15.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	GROWTH MGT	12/02/2010	12.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	FIRE DEPT	12/02/2010	12.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	STATION 1 ANNEX	12/02/2010	12.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	ADULT CENTER	12/02/2010	22.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	PUBLIC WORKS	12/02/2010	10.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	TRANSIT FACILITY	12/02/2010	45.00	12/10/2010	10-544-229
UNITED EXTERMINATING CO.	POLICE DEPARTMENT	12/02/2010	40.00	12/10/2010	10-544-229
Total UNITED EXTERMINATING CO.:			459.00		
UNITED FIRE EQUIPMENT CO					
UNITED FIRE EQUIPMENT CO	FD-SMOKE FLUID	12/03/2010	114.51	12/24/2010	10-534-285
Total UNITED FIRE EQUIPMENT CO:			114.51		
UNITED RENTALS (TRENCH SAFETY)					
UNITED RENTALS (TRENCH SA	COMPETENT PERSON TRAININ	12/27/2010	125.00	12/31/2010	42-480-269
Total UNITED RENTALS (TRENCH SAFETY):			125.00		
UNITED STATES DEPARTMENT OF TREASURY					
UNITED STATES DEPARTMENT	WAGE ASSIGNMENT	12/24/2010	150.00	12/24/2010	62-218340
UNITED STATES DEPARTMENT	WAGE ASSIGNMENT	12/10/2010	150.00	12/10/2010	62-218340
Total UNITED STATES DEPARTMENT OF TREASURY:			300.00		
UNITED WAY OF PINAL COUNTY					
UNITED WAY OF PINAL COUNT	UNITED WAY DONATIONS	12/10/2010	85.00	12/10/2010	62-218340
UNITED WAY OF PINAL COUNT	UNITED WAY DONATIONS	12/24/2010	85.00	12/24/2010	62-218340
Total UNITED WAY OF PINAL COUNTY:			170.00		

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
UNIVERSAL POLICE SUPPLY CO.					
UNIVERSAL POLICE SUPPLY C	UNIFORMS-MARTINES, SHANN	12/15/2010	198.93	12/31/2010	10-532-286
Total UNIVERSAL POLICE SUPPLY CO.:			198.93		
VAUGHN, RICKY					
VAUGHN, RICKY	OFFICIATE SOFTBALL LEAGUE	12/03/2010	252.00	12/10/2010	10-553-227
VAUGHN, RICKY	OFFICIATE SOFTBALL LEAGUE	12/13/2010	252.00	12/17/2010	10-553-227
VAUGHN, RICKY	OFFICIATE SOFTBALL LEAGUE	12/27/2010	126.00	12/31/2010	10-553-227
Total VAUGHN, RICKY:			630.00		
VERIZON WIRELESS					
VERIZON WIRELESS	MO CELL PHONE CHARGE - CI	11/21/2010	55.37	12/03/2010	10-521-261
Total VERIZON WIRELESS:			55.37		
VISION SERVICE PLAN					
VISION SERVICE PLAN	VISION SERVICE - 01/11	12/20/2010	1,301.56	12/31/2010	62-218230
VISION SERVICE PLAN	VISION SERVICE - 12/10	11/18/2010	1,347.84	12/03/2010	62-218230
Total VISION SERVICE PLAN:			2,649.40		
VOCE TELECOM					
VOCE TELECOM	LD PHONE SERVICE	11/30/2010	414.92	12/17/2010	10-529-261
Total VOCE TELECOM:			414.92		
WAGONER, ELEANORE					
WAGONER, ELEANORE	PETTY CASH REIMBURSEMEN	12/16/2010	19.23	12/24/2010	11-541-211
WAGONER, ELEANORE	PETTY CASH REIMBURSEMEN	12/16/2010	4.96	12/24/2010	11-541-272
WAGONER, ELEANORE	PETTY CASH REIMBURSEMEN	12/16/2010	51.00	12/24/2010	11-541-285
WAGONER, ELEANORE	PETTY CASH REIMBURSEMEN	12/16/2010	8.45	12/24/2010	42-480-212
WAGONER, ELEANORE	PETTY CASH REIMBURSEMEN	12/16/2010	9.92	12/24/2010	46-542-212
Total WAGONER, ELEANORE:			93.56		
WAINSCOTT, AUSTIN					
WAINSCOTT, AUSTIN	OFFICIATE YOUTH SOCCER LE	11/29/2010	120.00	12/03/2010	10-553-227
WAINSCOTT, AUSTIN	OFFICIATE YOUTH SOCCER LE	12/13/2010	60.00	12/17/2010	10-553-227
Total WAINSCOTT, AUSTIN:			180.00		
WAINSCOTT, LARRY					
WAINSCOTT, LARRY	OFFICIATE SOFTBALL LEAGUE	12/03/2010	168.00	12/10/2010	10-553-227
WAINSCOTT, LARRY	OFFICIATE SOFTBALL LEAGUE	12/13/2010	84.00	12/17/2010	10-553-227
WAINSCOTT, LARRY	OFFICIATE SOFTBALL LEAGUE	12/20/2010	189.00	12/24/2010	10-553-227
WAINSCOTT, LARRY	OFFICIATE SOFTBALL LEAGUE	12/27/2010	210.00	12/31/2010	10-553-227
Total WAINSCOTT, LARRY:			651.00		
WALKER, ASHLEY					
WALKER, ASHLEY	PER DIEM TRAINING- COLD CA	11/23/2010	90.00	12/10/2010	10-532-269
Total WALKER, ASHLEY:			90.00		
WALKER, JIMMY					
WALKER, JIMMY	REFUND FOR AFLAC COVERA	12/27/2010	56.00	12/31/2010	62-218230

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total WALKER, JIMMY:			56.00		
WALMART COMMUNITY					
WALMART COMMUNITY	CNL-PLATES, FORKS, PETERS	12/16/2010	11.56	12/31/2010	10-511-276
WALMART COMMUNITY	PD-JAIL FOOD	12/16/2010	36.88	12/31/2010	10-532-285
WALMART COMMUNITY	PD-JAIL FOOD	12/16/2010	28.21	12/31/2010	10-532-285
WALMART COMMUNITY	FD-DUCK TAPE, CARTON TAPE	12/16/2010	31.68	12/31/2010	10-534-285
WALMART COMMUNITY	PW-VH-BAR STOOLS	12/16/2010	50.88	12/31/2010	10-543-285
WALMART COMMUNITY	PW-EXTENSION CORD	12/16/2010	10.42	12/31/2010	10-544-252
WALMART COMMUNITY	PW-BM-BAR STOOLS	12/16/2010	33.90	12/31/2010	10-544-285
WALMART COMMUNITY	ANIMAL CONTROL-DOG SUPPL	12/16/2010	28.94	12/31/2010	10-547-285
WALMART COMMUNITY	RAC-GAME RM EQUIP/PADDLE	12/16/2010	60.60	12/31/2010	10-553-285
WALMART COMMUNITY	REC-OFFICE SUPPLIES	12/16/2010	45.50	12/31/2010	10-553-285
WALMART COMMUNITY	REC-CHRISTMAS IN THE PARK	12/16/2010	85.24	12/31/2010	10-553-285
WALMART COMMUNITY	REC-CHRISTMAS IN THE PARK	12/16/2010	114.38	12/31/2010	10-553-285
WALMART COMMUNITY	REC-CHRISTMAS PROGRAM-GI	12/16/2010	68.57	12/31/2010	10-553-285
WALMART COMMUNITY	PARKS-XMAS LIGHTS	12/16/2010	45.66	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-ELEC TAPE/GALV WIRE	12/16/2010	53.51	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-FUSES	12/16/2010	66.42	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-XMAS LIGHTS	12/16/2010	60.89	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-XMAS LIGHTS	12/16/2010	179.86	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-BROOM/SOCKET/SNIPS	12/16/2010	54.34	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-XMAS LIGHTS	12/16/2010	99.63	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-XMAS LIGHTS	12/16/2010	103.84	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-XMAS LIGHTS	12/16/2010	129.09	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-XMAS LIGHTS	12/16/2010	110.36	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-XMAS LIGHTS	12/16/2010	83.26	12/31/2010	10-554-285
WALMART COMMUNITY	PARKS-XMAS LIGHTS	12/16/2010	73.95	12/31/2010	10-554-285
WALMART COMMUNITY	LIB-PLANNERS, BATTERIES, C	12/16/2010	68.79	12/31/2010	10-555-211
WALMART COMMUNITY	WALMART CHARGES-12/10	12/16/2010	8.79	12/31/2010	10-555-288
WALMART COMMUNITY	PW-STREETS-BAR STOOLS	12/16/2010	118.72	12/31/2010	11-541-285
WALMART COMMUNITY	TRANSIT-RECEIPT BOOKS	12/16/2010	17.45	12/31/2010	13-539-211
WALMART COMMUNITY	TRANSIT-FILE FOLDERS/SUGA	12/16/2010	69.07	12/31/2010	13-539-285
WALMART COMMUNITY	TRANSIT-GLOVES	12/16/2010	21.19	12/31/2010	17-552-251
WALMART COMMUNITY	PW-LW-BAR STOOLS	12/16/2010	101.80	12/31/2010	42-480-285
WALMART COMMUNITY	PW-SW-BAR STOOLS	12/16/2010	118.72	12/31/2010	44-485-285
Total WALMART COMMUNITY:			2,192.10		
WASTE MANAGEMENT OF ARIZONA					
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR AIRPORT	11/19/2010	79.55	12/10/2010	46-542-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	11/19/2010	79.55	12/10/2010	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	11/19/2010	79.55	12/10/2010	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	11/19/2010	79.55	12/10/2010	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	11/19/2010	106.55	12/10/2010	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	11/19/2010	57.10	12/10/2010	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR AIRPORT	12/17/2010	79.55	12/31/2010	46-542-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	12/17/2010	79.55	12/31/2010	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	12/17/2010	79.55	12/31/2010	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	12/17/2010	79.55	12/31/2010	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	12/17/2010	106.55	12/31/2010	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	12/17/2010	79.55	12/31/2010	10-554-241
Total WASTE MANAGEMENT OF ARIZONA:			986.15		
WEST GROUP PAYMENT CENTER					
WEST GROUP PAYMENT CENT	ARS STATUTES	12/04/2010	144.28	12/17/2010	10-526-215

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total WEST GROUP PAYMENT CENTER:			144.28		
WEST VALLEY UNIFORMS					
WEST VALLEY UNIFORMS	PD-BULLET PROOF VEST-FULT	11/10/2010	433.47	12/24/2010	10-532-286
WEST VALLEY UNIFORMS	PD-BULLET PROOF VEST-FULT	11/10/2010	433.48	12/24/2010	20-594-285
WEST VALLEY UNIFORMS	UNIFORMS FOR FULTON	11/18/2010	995.80	12/24/2010	10-532-286
Total WEST VALLEY UNIFORMS:			1,862.75		
WILCOX PROFESSIONAL SERVICES, LLC					
WILCOX PROFESSIONAL SER	INSTALLATION OF AUTOMATE	12/03/2010	10,148.85	12/24/2010	17-570-229
WILCOX PROFESSIONAL SER	INSTALLATION OF AUTOMATE	12/03/2010	267.07	12/24/2010	17-571-229
WILCOX PROFESSIONAL SER	INSTALLATION OF AUTOMATE	12/03/2010	267.08	12/24/2010	46-542-229
Total WILCOX PROFESSIONAL SERVICES, LLC:			10,683.00		
WINNERS CIRCLE (THE)					
WINNERS CIRCLE (THE)	AWARDS FOR HALLOWEEN CA	11/30/2010	510.10	12/10/2010	10-534-276
Total WINNERS CIRCLE (THE):			510.10		
Grand Totals:			1,310,081.2		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.
 Paid and unpaid invoices included.