

**NOTICE OF REGULAR MEETING  
COMMON COUNCIL OF THE CITY OF COOLIDGE  
MONDAY, DECEMBER 12, 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. Presentation by Mr. Jim Thompson on the Phoenix Mart.

**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:**

4. Consider approval of lifting the hiring freeze to fill one vacant Transit Driver position fully funded in the FY 11/12 budget. **Discussion and action.**
5. **Resolution No. 11-46;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, amending Chapter 3 regarding Compensation and Chapter 4 regarding Employee Benefits of the City of Coolidge Personnel Policies and Procedures Handbook. **Discussion and action.**
6. Consider approval of entering into an Agreement between the City of Coolidge and Hunter Contracting for the purpose of draining and repairing the Val Vista Lift Station at a cost of \$22,562.10; waiving the written bid requirements in the best interest of the City. **Discussion and action.**
7. **Resolution No. 11-47;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, denying the appeal regarding the Planning and Zoning Commission's grant of a Conditional Use Permit to operate a Day Care Center at 585 W. Roosevelt Avenue and modifying the stipulations related thereto. **Discussion and action.**

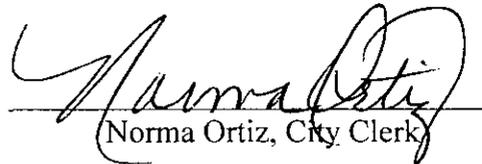
8. Consider approval of entering into an Airport Development Reimbursable Grant Agreement between the City of Coolidge and the State of Arizona Department of Transportation – Multimodal Planning Division for the purpose of funding a portion of the design of Taxiway “A” at the Coolidge Municipal Airport. **Discussion and action.**
9. **Resolution No. 11-48;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled “Amendment to Article 8-11 of the code of the City of Coolidge, Arizona”, amending and replacing in its entirety Article 8-11 of the Code of the City of Coolidge, Arizona, relating to Development Fees. **Discussion and action.**
10. **Ordinance No. 11-17;** An Ordinance of the Mayor and City Council of the City of Coolidge, Arizona, adopting “Amendment to Article 8-11 of the Code of the City of Coolidge, Arizona”, by reference which amends and replaces in its entirety Article 8-11 of the Code of the City of Coolidge, Arizona, relating to Development Fees and providing for severability and the effective date thereof. **Discussion and action.**
11. Consider approval of an amendment to Contract No. 016-10-10 between the City of Coolidge and the Governor’s Office of Energy Policy for the purpose of extending the Energy Efficiency Conservation Block Grant (EECBG) State Grant until May 30, 2012; and authorizing the City Manager to execute the contract. **Discussion and action.**
12. Consider approval of authorizing staff to request an amendment of CDBG Contract #139-10 Regional Account – Owner Occupied Housing Rehabilitation between the City of Coolidge and the Arizona Department of Housing of the purpose of extending the term end date from December 31, 2011 until June 30, 2012; authorizing the Mayor to execute the amendment once presented and reviewed by the City Attorney. **Discussion and action.**
13. Consider approval of entering into a Funding Agreement #105-12 between the Arizona Department of Housing and the City of Coolidge for FY 10 and FY 11 State Special Project Funding s – CDBG Housing Rehabilitation #105-12. **Discussion and action.**
14. Consider approval of leasing the eight (8) kiosks to the Coolidge Chamber of Commerce for the purpose of generating funds for the Coolidge Economic Development Committee (CEDC) to build service club signs to be posted at the entrances of the City. **Discussion and action.**
15. Consider appointment to fill the councilmember vacancy created by the resignation of Les Curry for the remaining term to run through the first regular meeting in June, 2012. **Discussion and action.**
16. Consider approval of the claims for the month of November, 2011. **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 7<sup>th</sup> day of December, 2011

  
Norma Ortiz, City Clerk

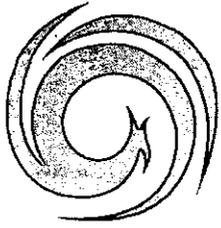
**PERSONS WITH DISABILITIES NEEDING REASONABLE ACCOMMODATIONS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETERS, SHOULD CONTACT THE ADA COORDINATOR AT (520) 723-5361 OR TDD LINE (520) 723-4653 NO LATER THAN 10:00 A.M. DECEMBER 12, 2011.**

**NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the City of Coolidge makes a video or voice recording of a minor child. A.R.S. §1-602.A.9. Coolidge Council Meetings are recorded and may be viewed on Channel 11 and the Coolidge website. If you permit your child to participate in the Council Meeting, a recording will be made. If your child is seated in the audience your child may be recorded, but you may request that your child be seated in a designated area to avoid recording. Please submit your request to the City Clerk at (520)723-5361, Ext. #6009.

*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.*

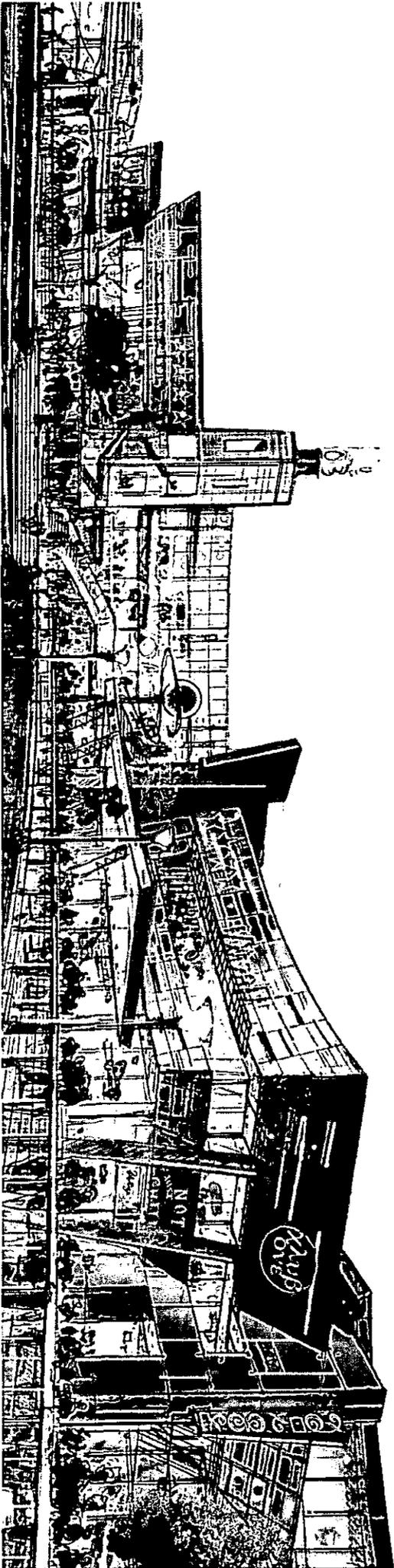
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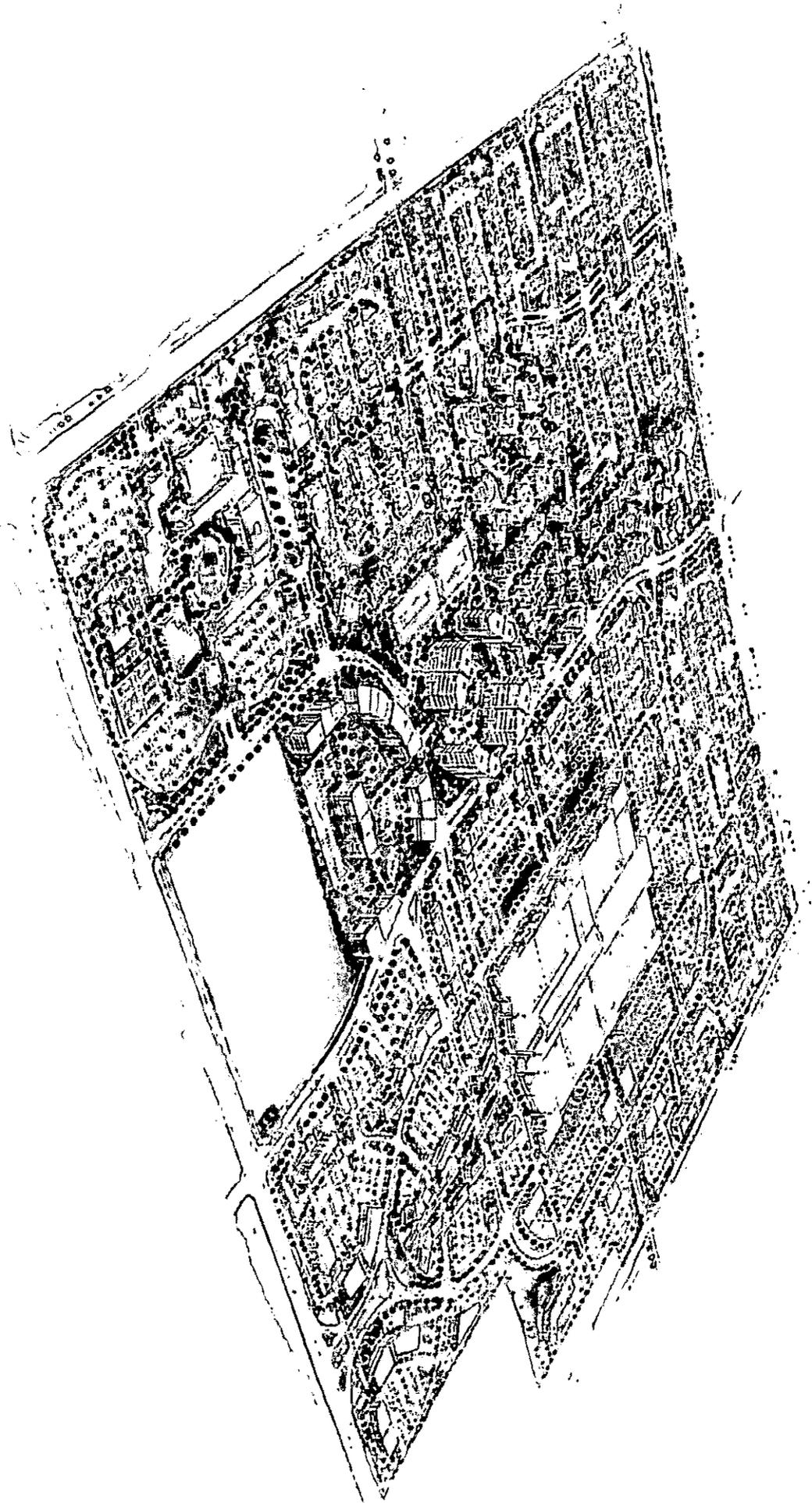
TIME: 5:00 P.M.

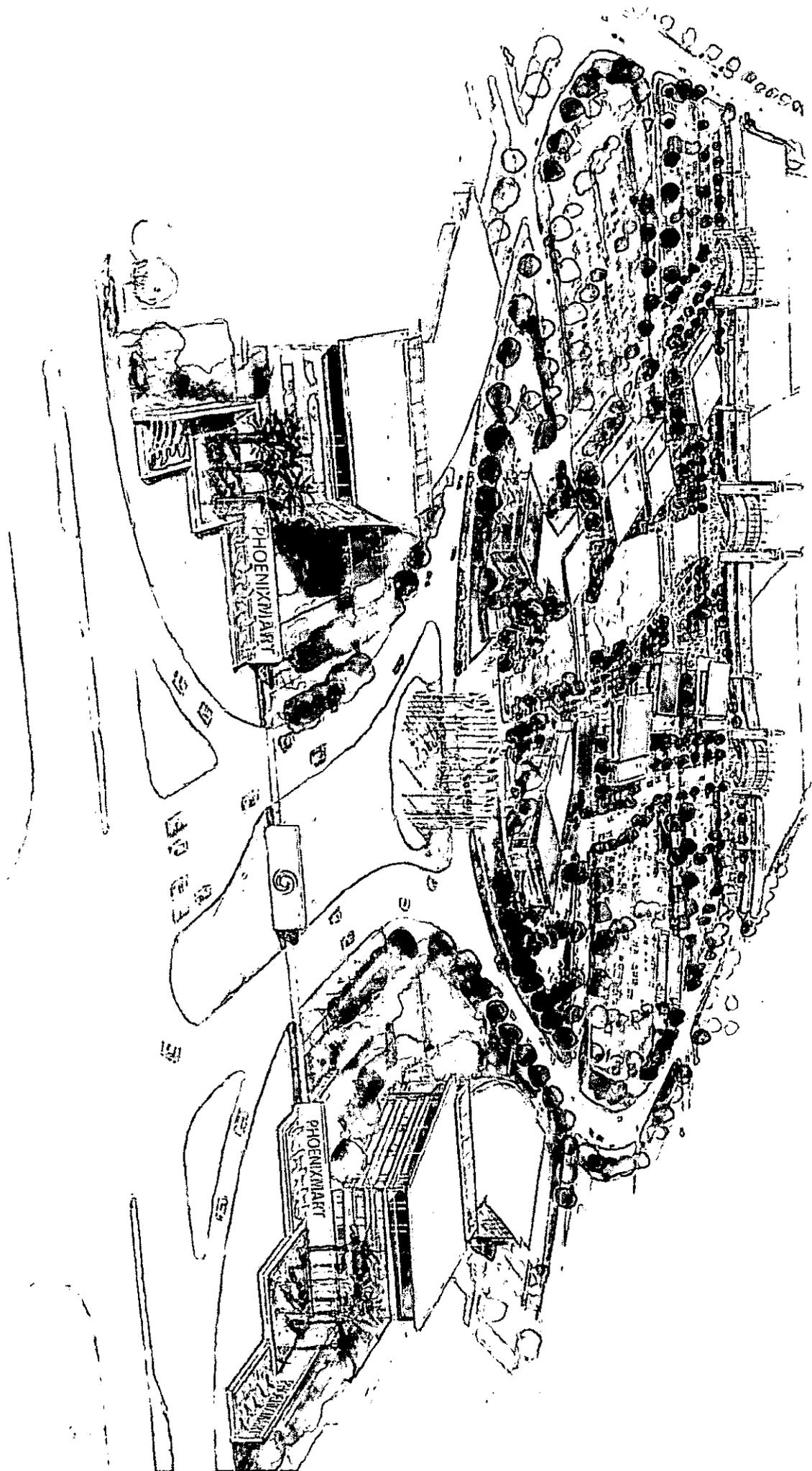


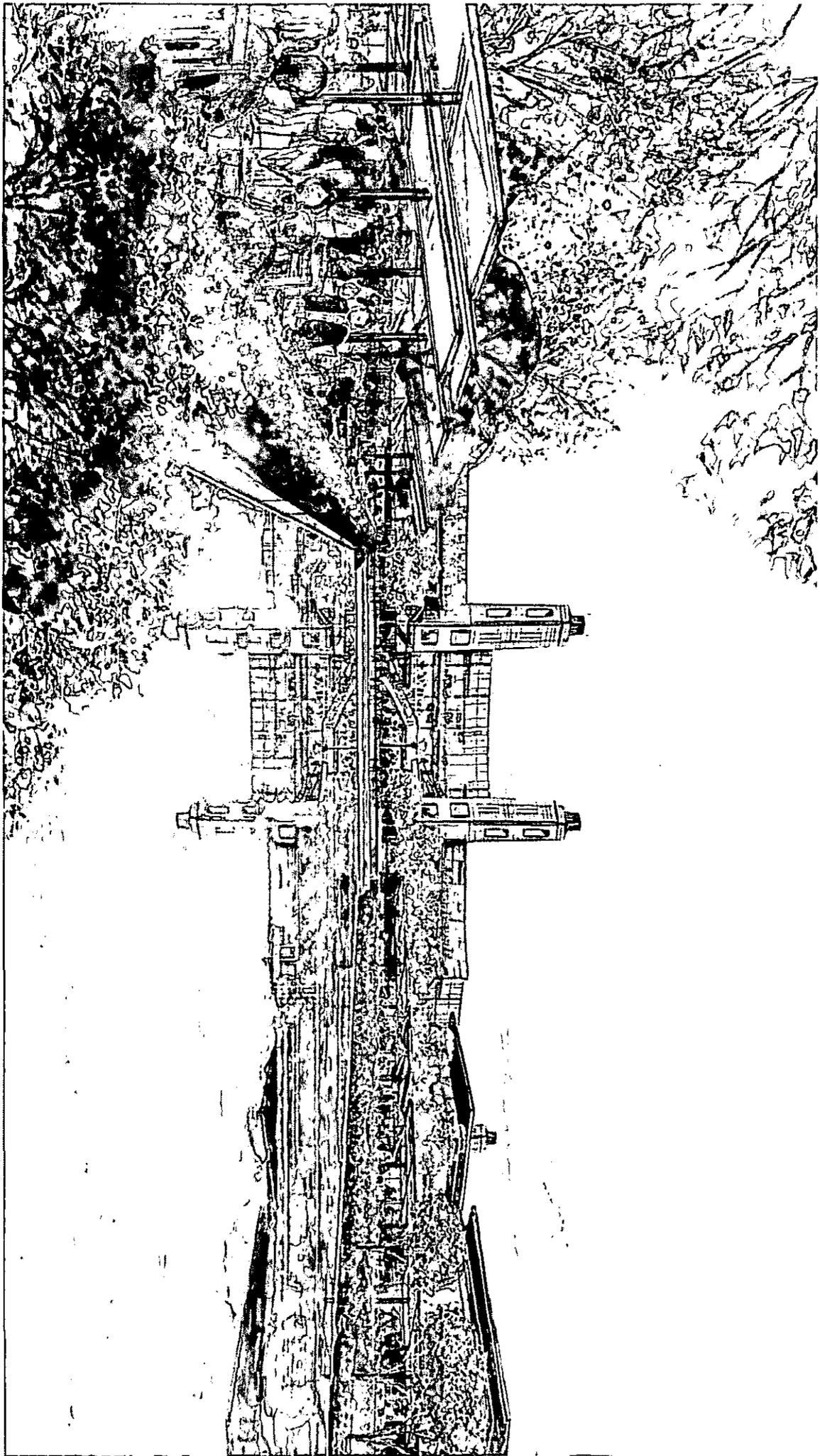
# PHOENIXMART

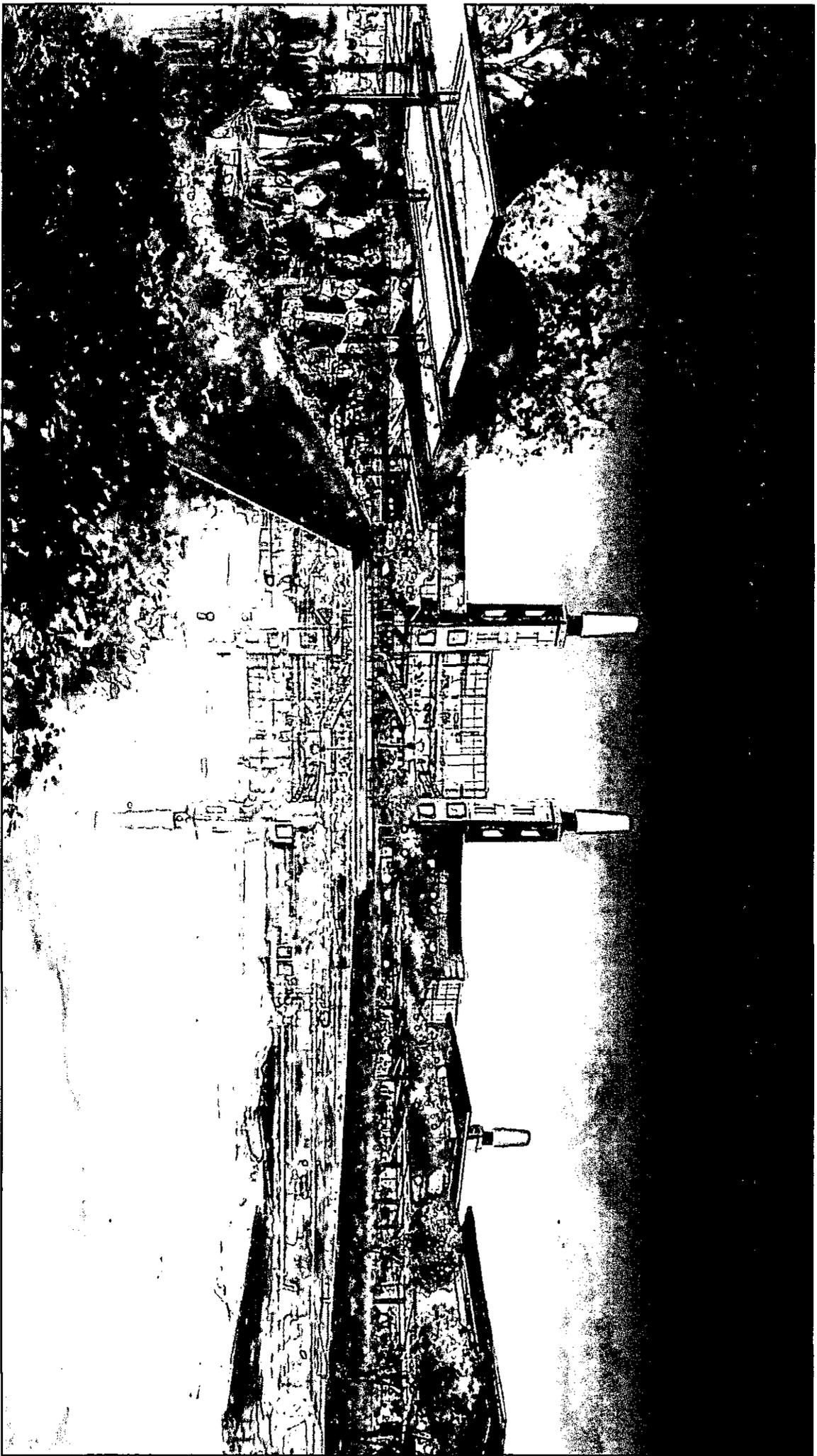
America's Product Center

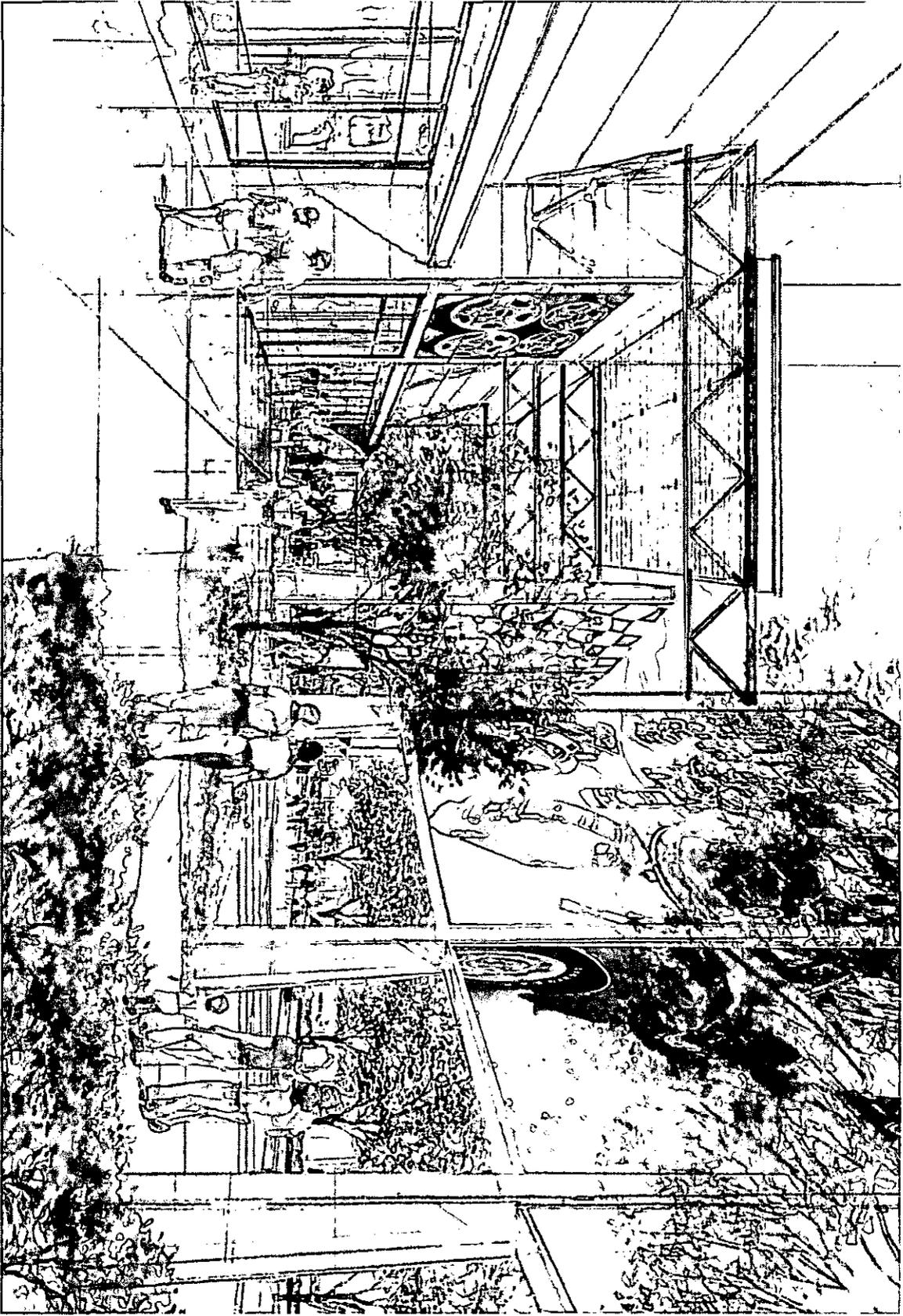








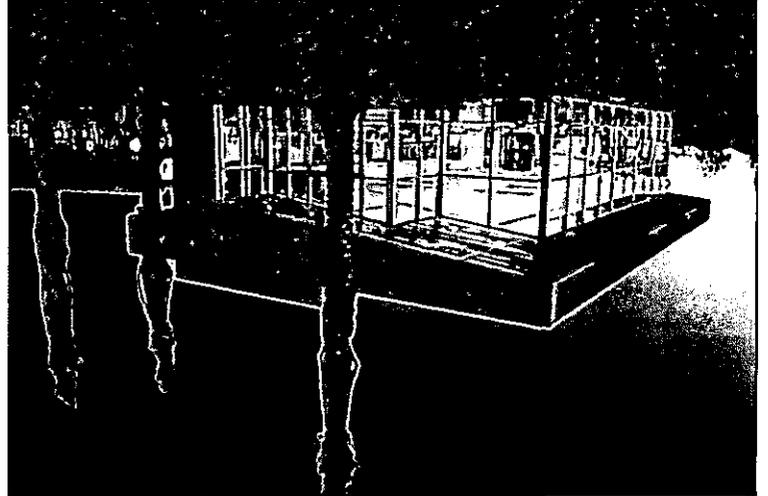
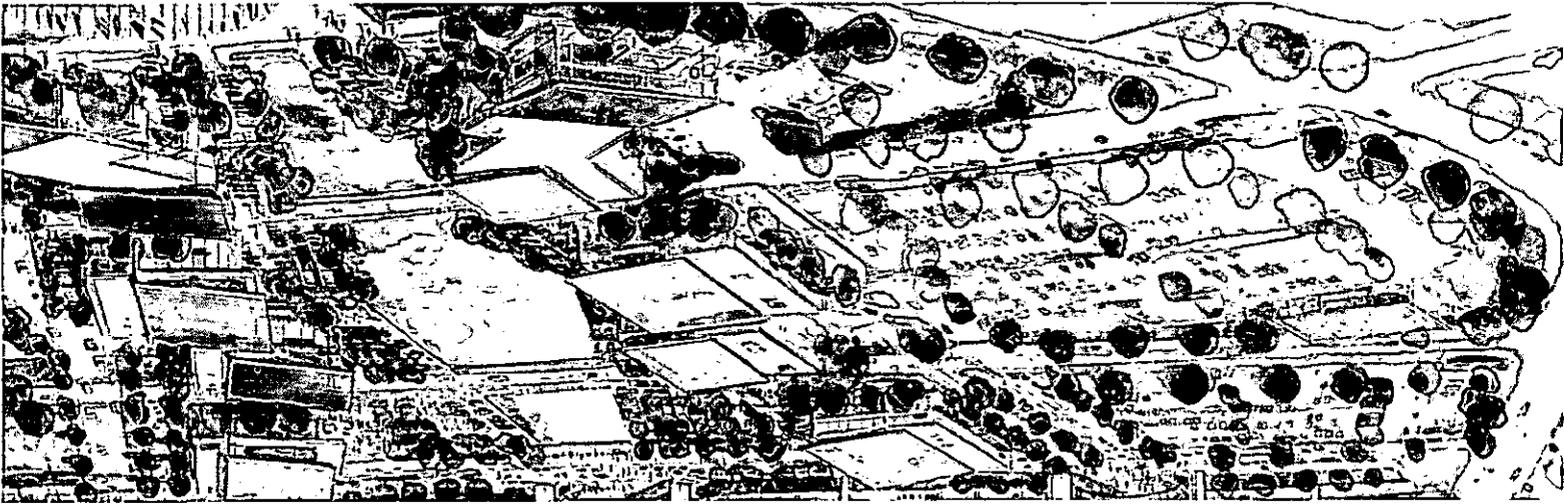
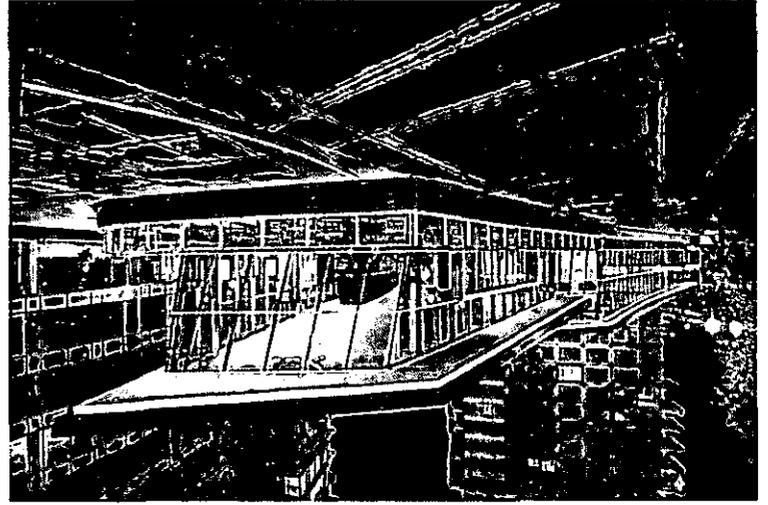






# Support Retail Conceptual Architectural Prototypes

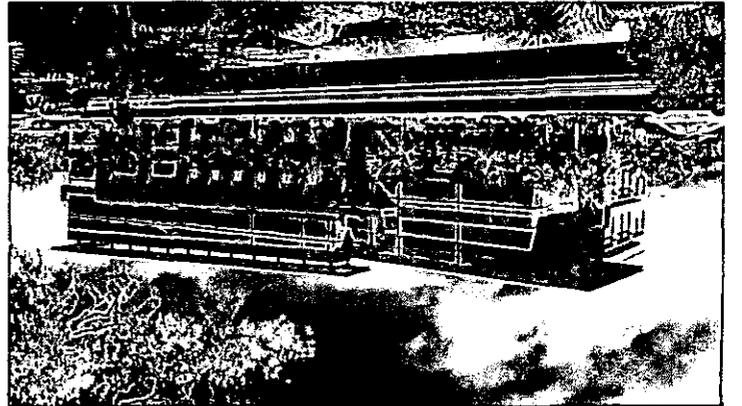
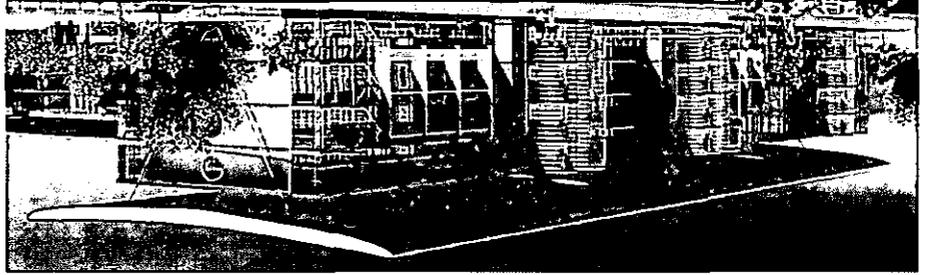
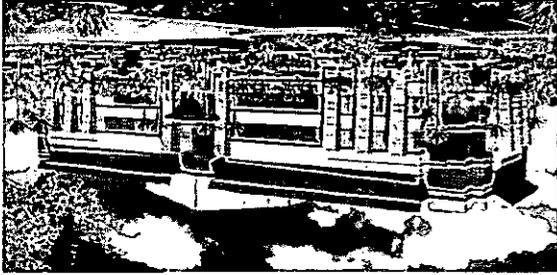
\*Architectural images are representative.



PHOENIXMART  
CASA GRANDE, ARIZONA  
America's Product Center

Low Rise Architectural Prototypes

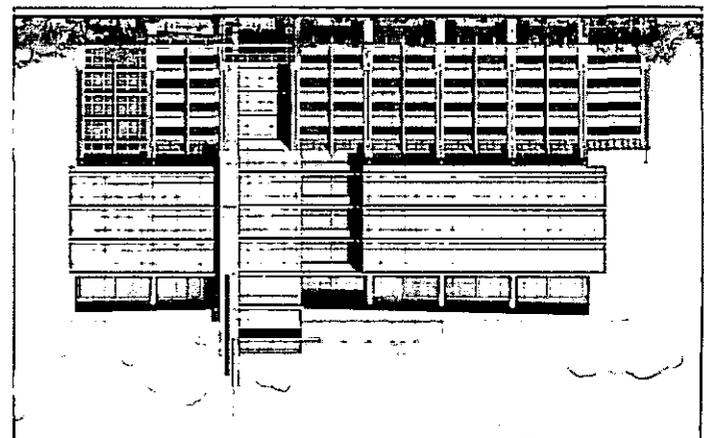
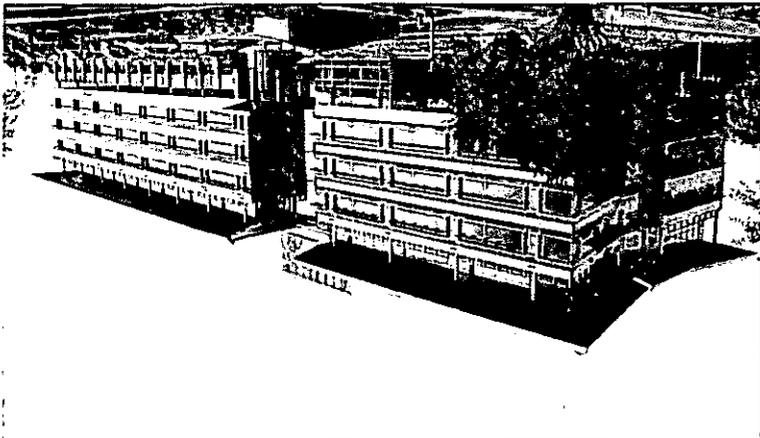
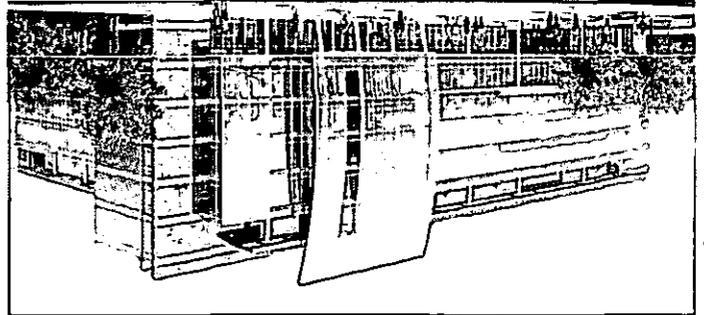
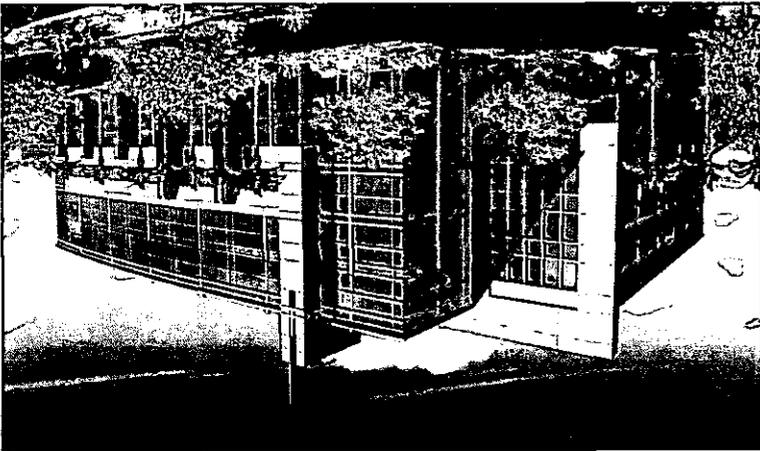
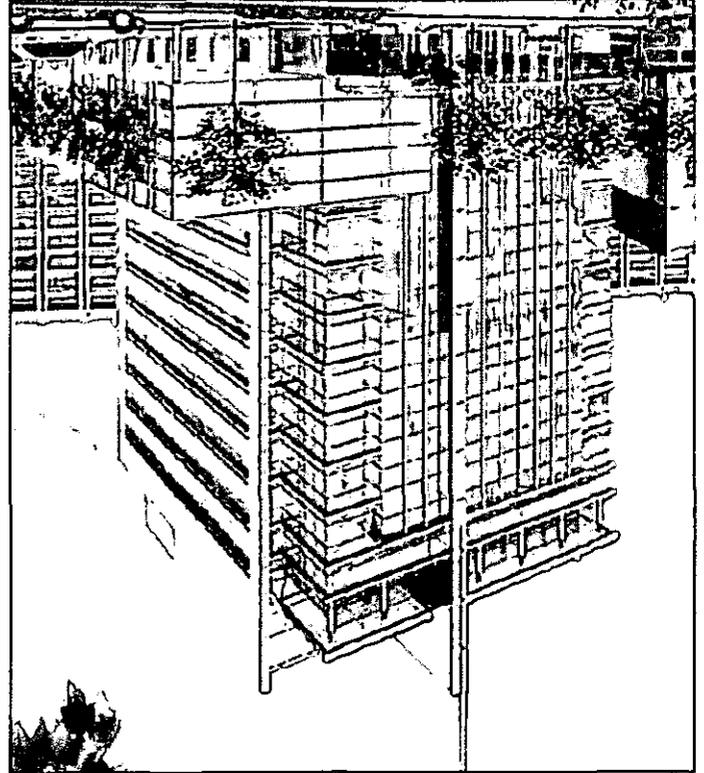
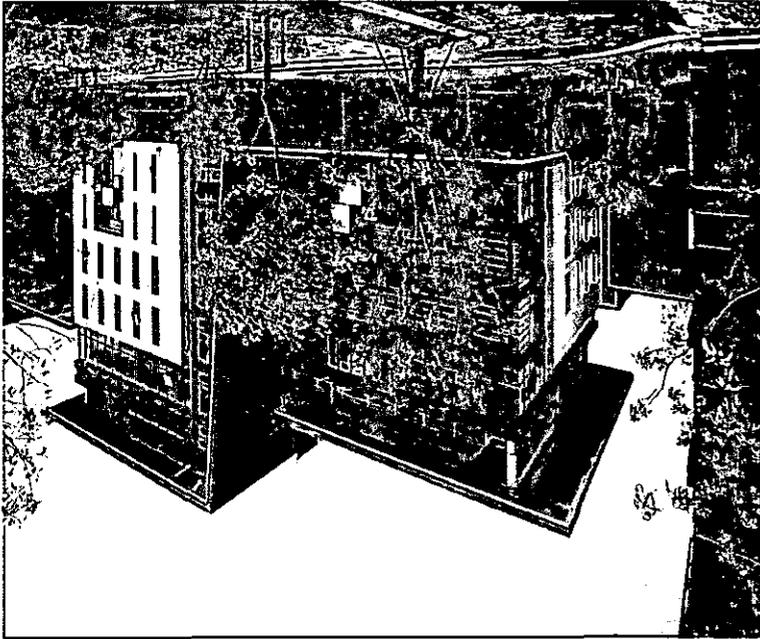
\*Architectural images are representative.





# Mid Rise Architectural Prototypes

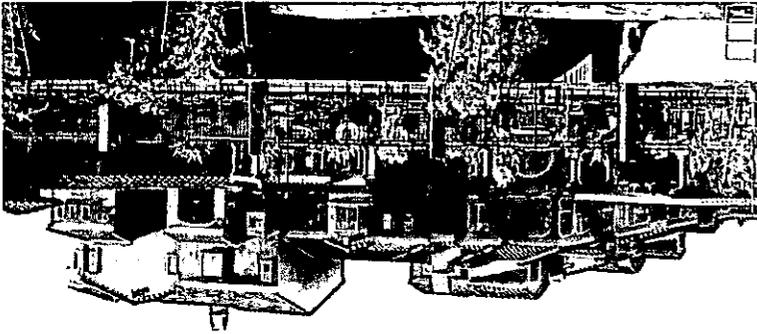
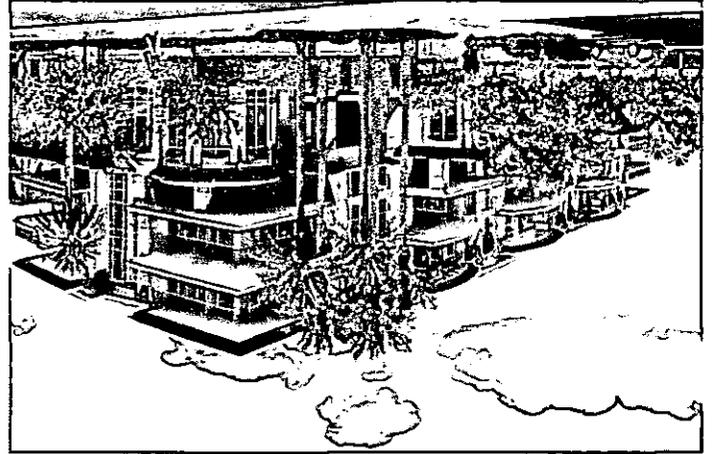
\*Architectural images are representative.





# High Density Residential Architectural Prototypes

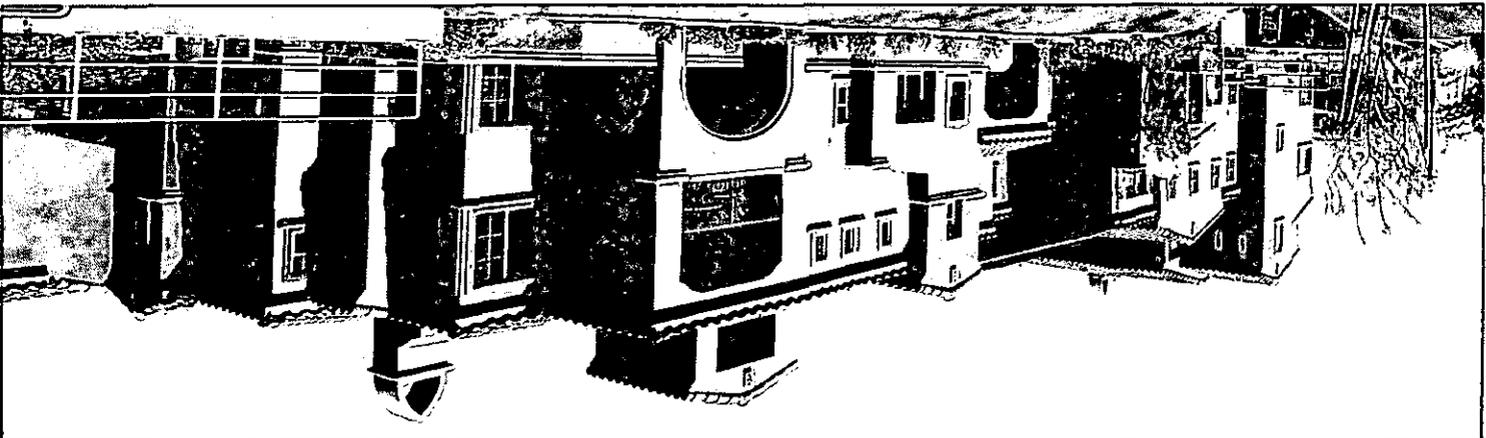
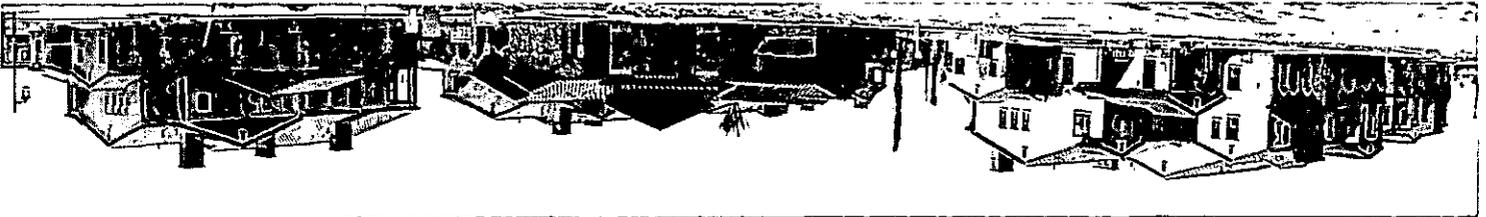
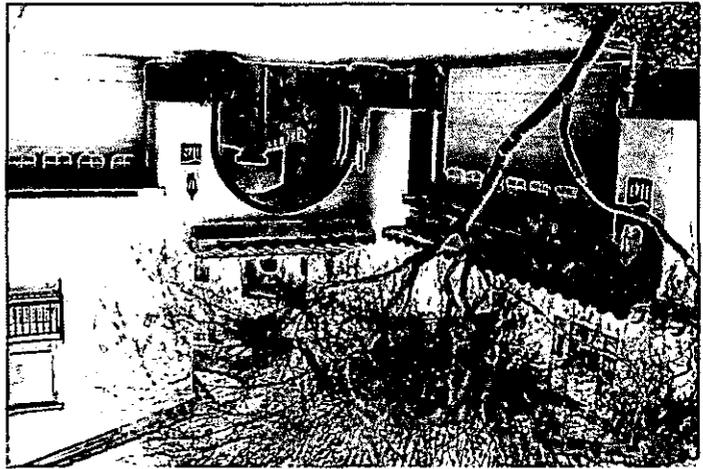
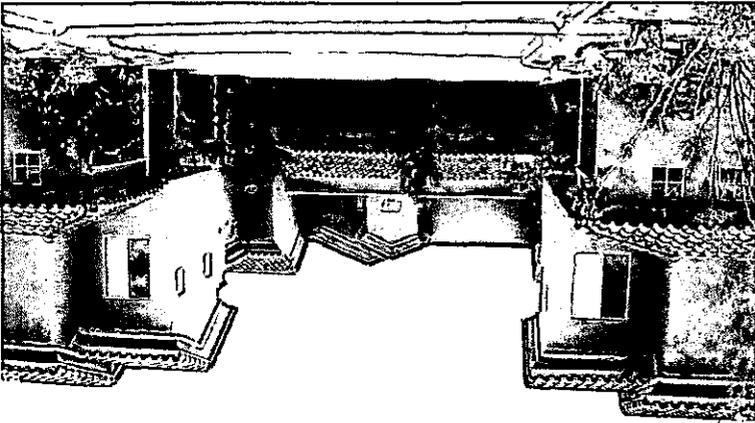
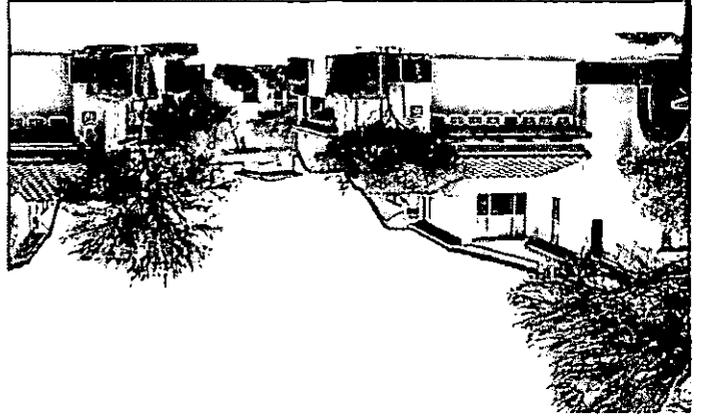
\*Architectural images are representative.





# Medium-High Density Residential Architectural Prototypes

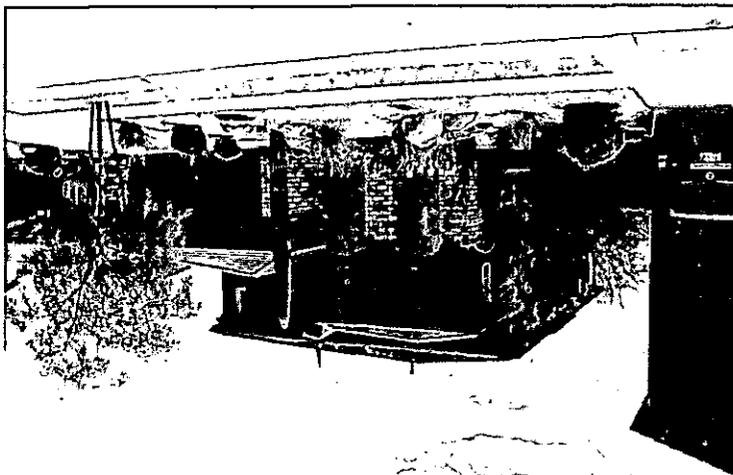
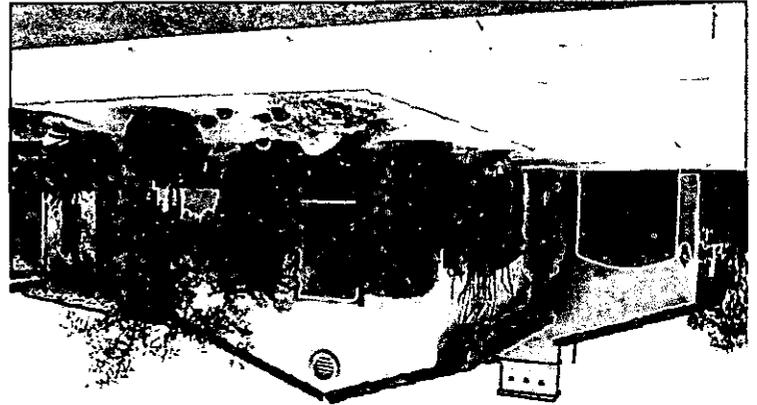
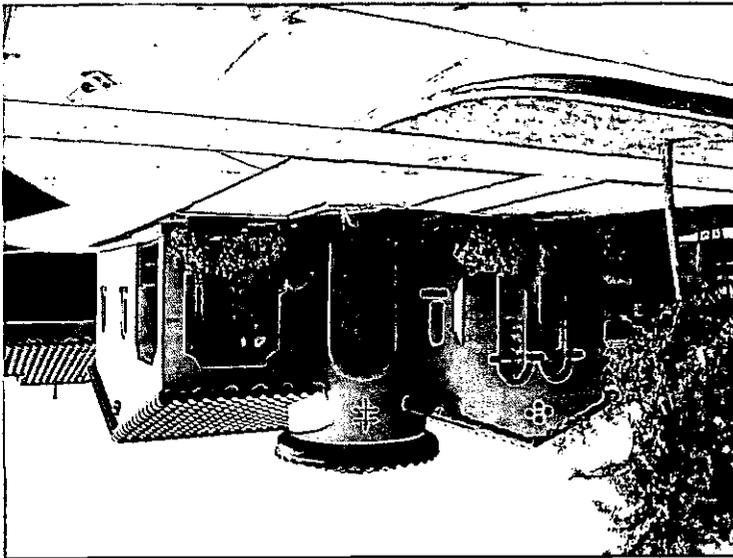
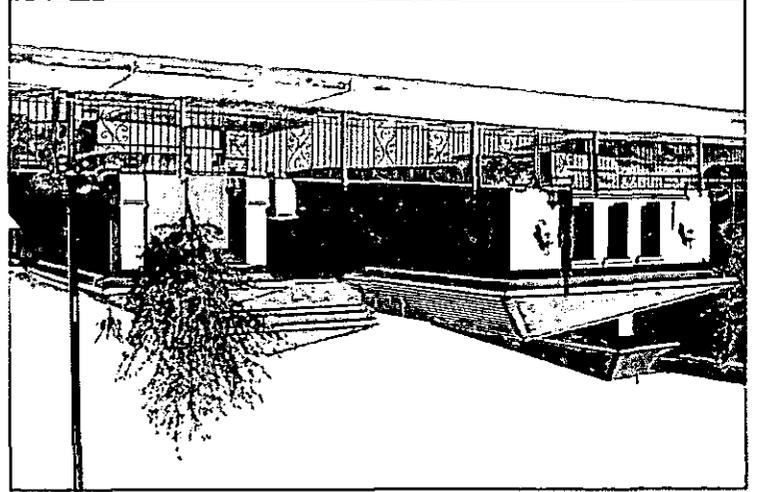
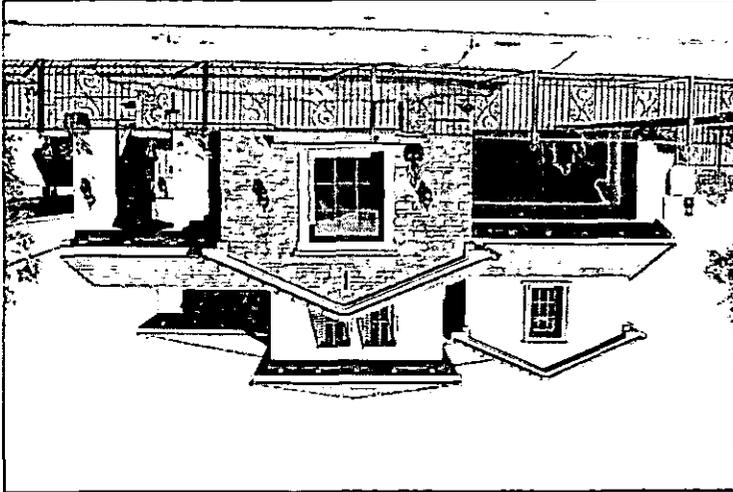
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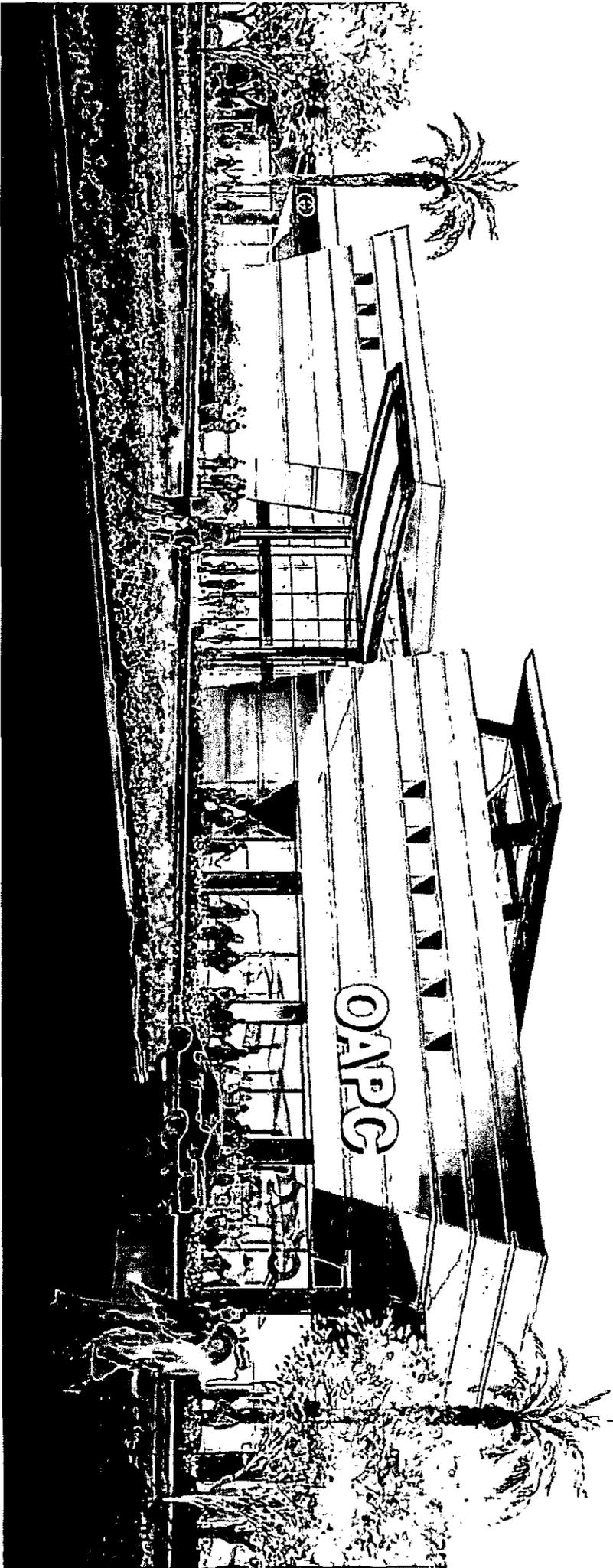


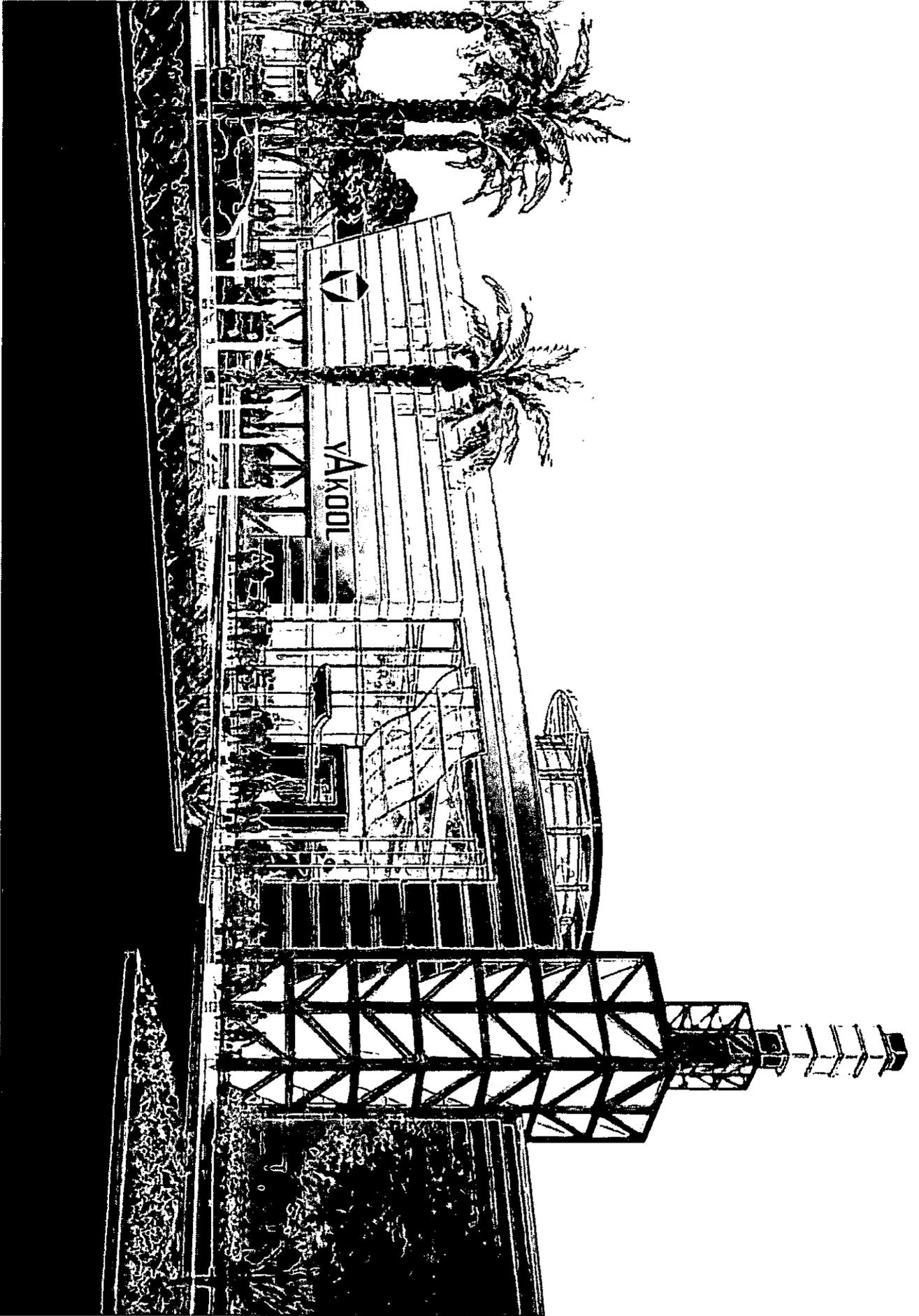
# Low-Medium Density Residential Architectural Prototypes

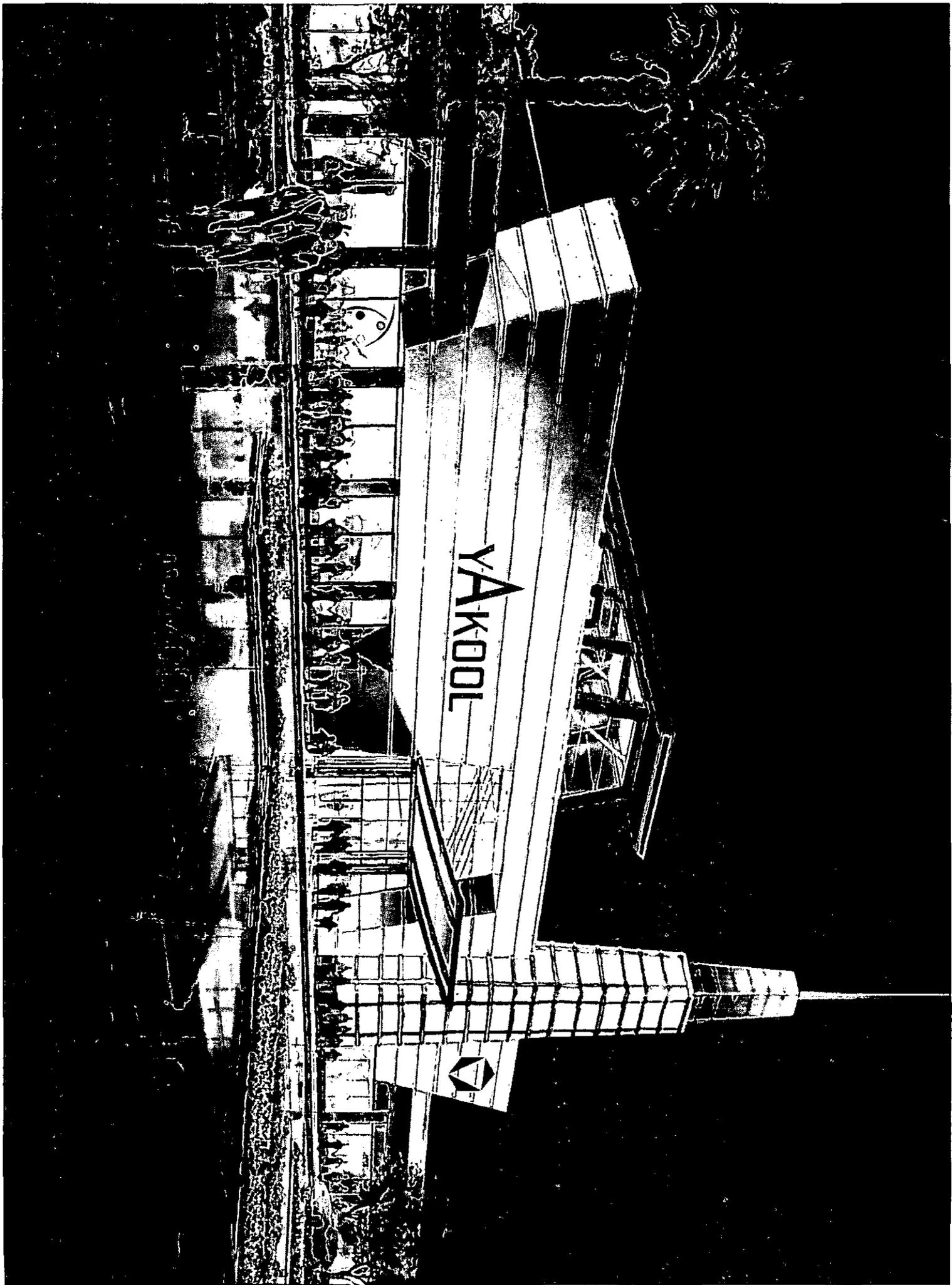
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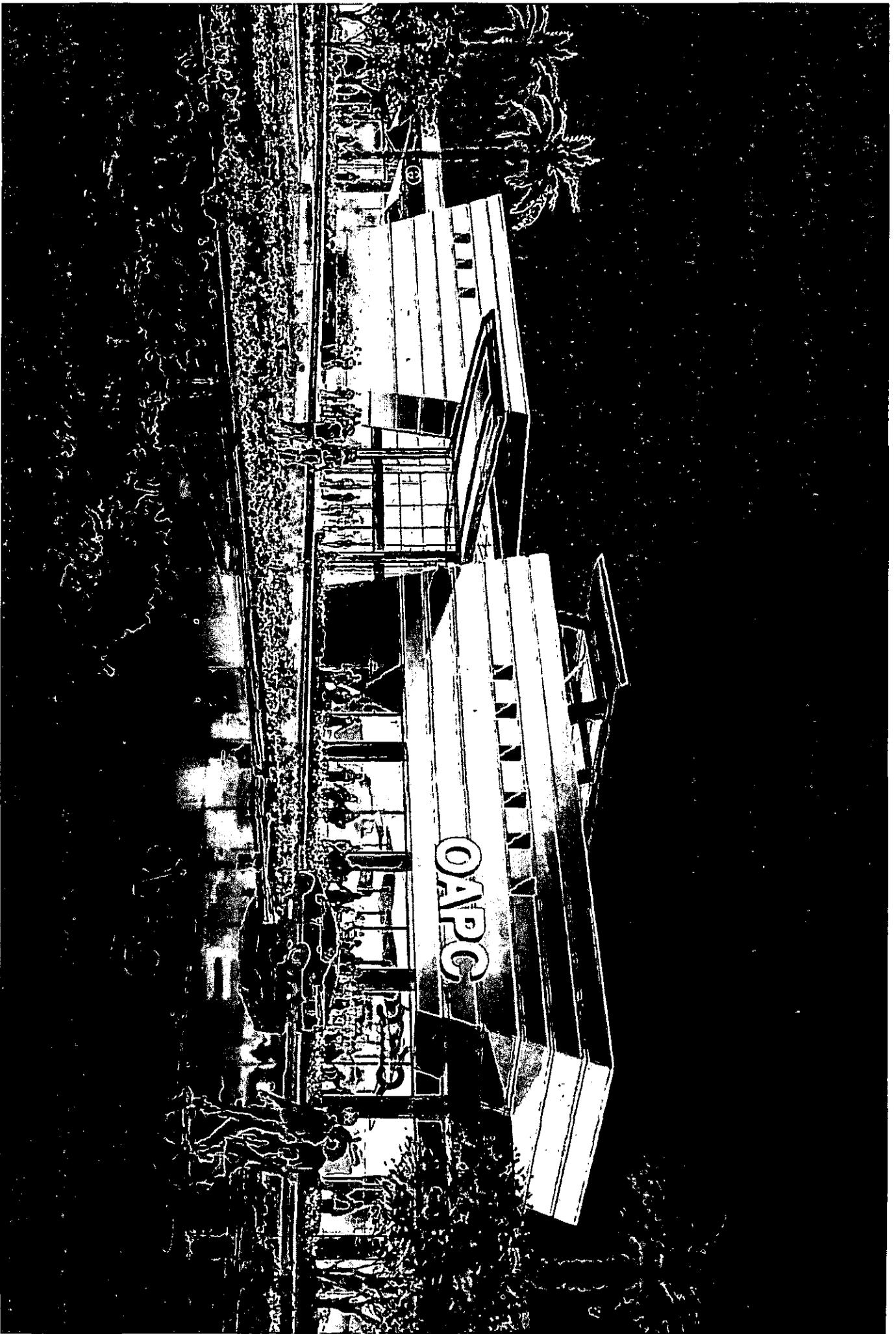


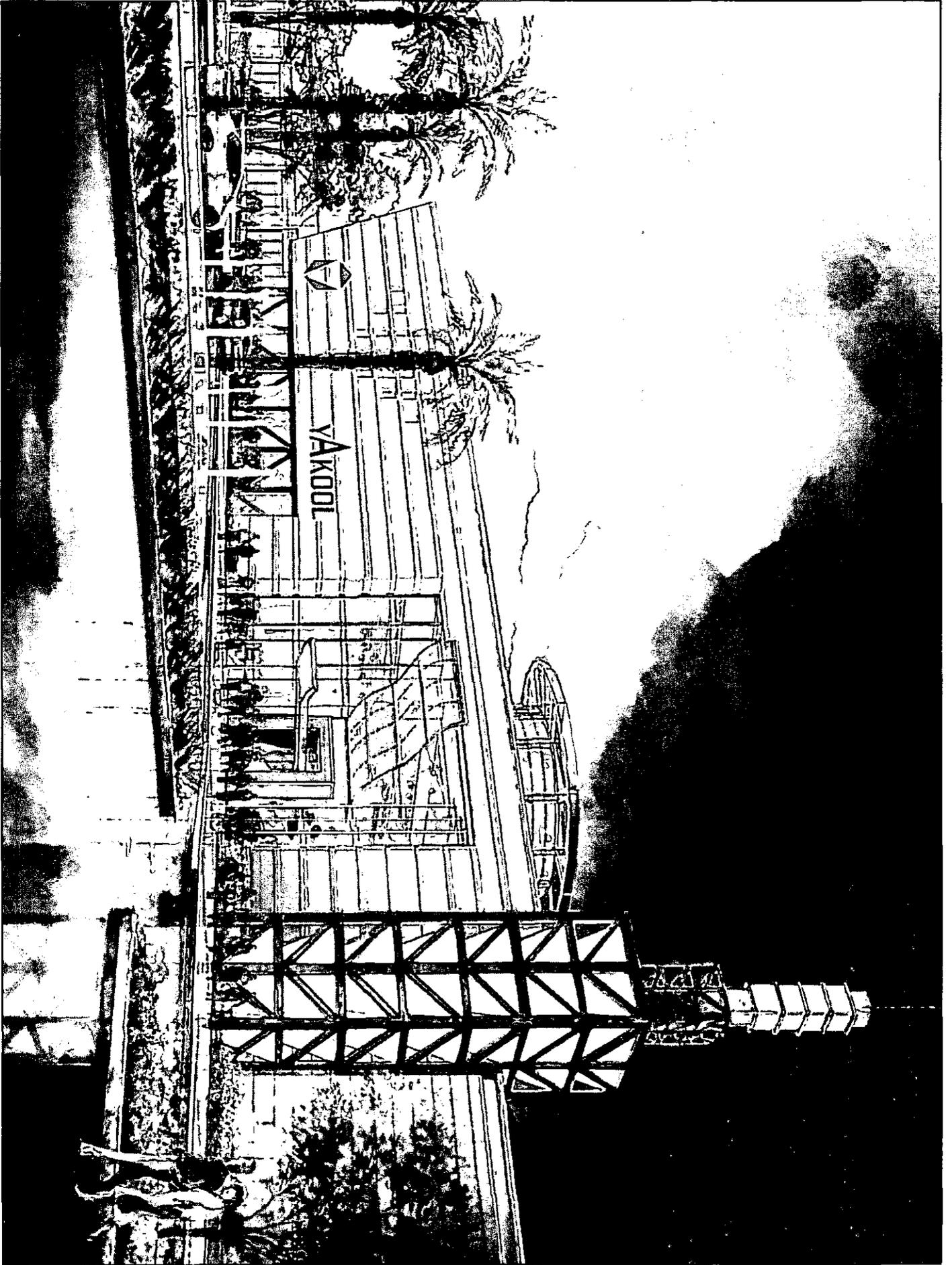


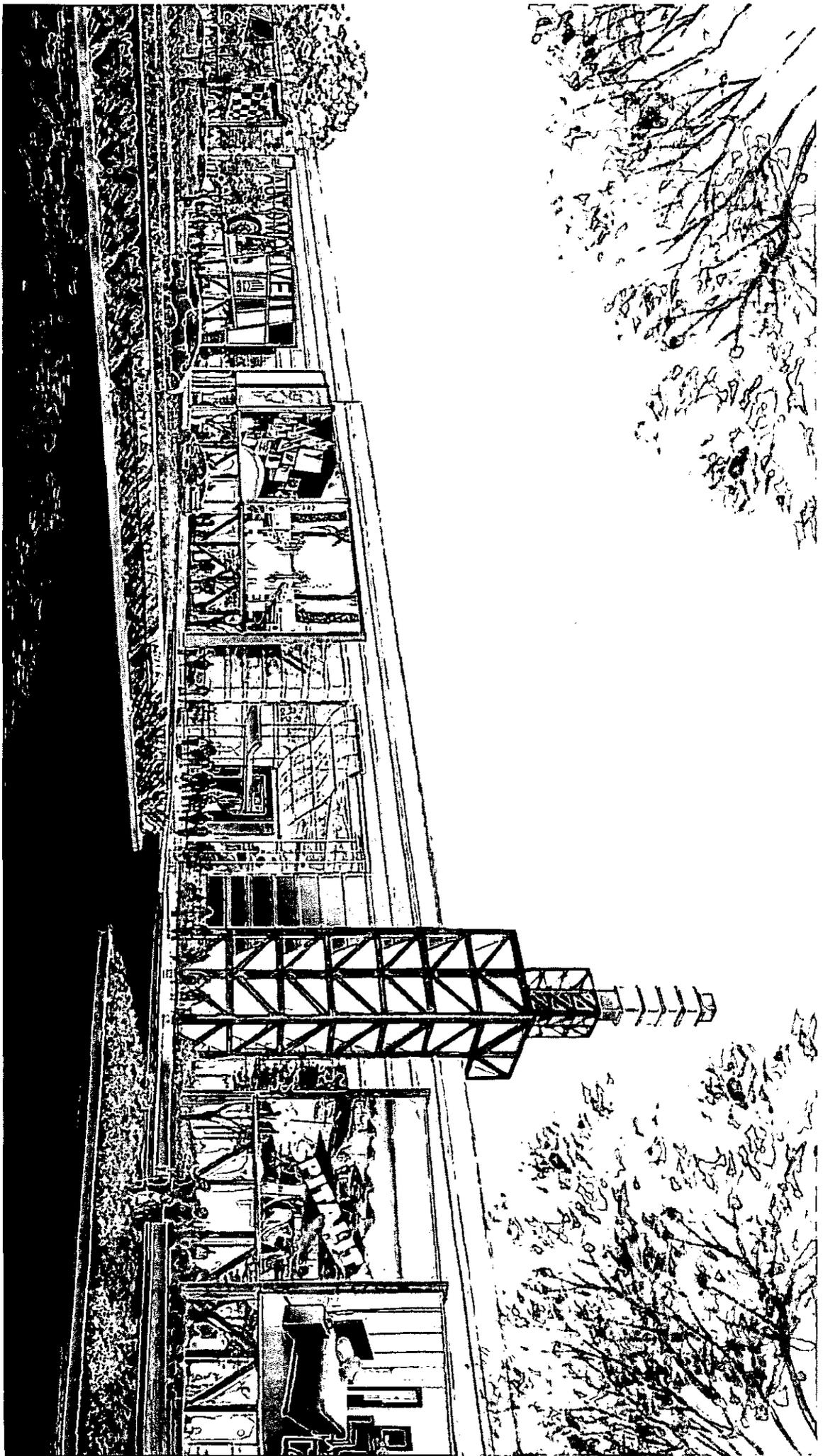












**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

<b>SUBJECT: Lift Hiring Freeze to Fill One Full Time Vacant Transit Driver/Dispatcher Position</b>	<b>STAFF PRESENTER:</b> Marcus Hoffman, Transit Manager
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**RECOMMENDATION:**

Lift the hiring freeze to fill one full time transit driver/dispatcher position.

**DISCUSSION:**

In the coming of the New Year our department will have one driver/dispatcher retiring from service. Our department requires 7 drivers to maintain our levels of service. With a loss to our full time staff we will fall below our service capabilities. Currently with a full staff and intermittent part time driver/dispatchers, if a driver/dispatcher takes a day off, services have to be covered by our mechanic or transit manager.

**FISCAL IMPACT:**

One driver at starting salary \$24,500 funded 58% by ADOT and 42% Coolidge for Salary & Fringe

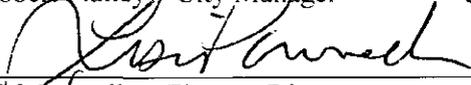
General Fund Impact \$14,406

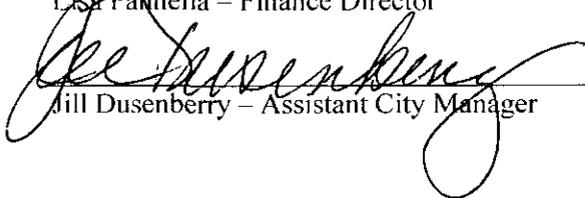
**Attachments**

- Transit Budgets FY 11/12
- Fund 13-535
- Fund 17-535

**REVIEWED BY:**

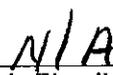
  
 \_\_\_\_\_  
 Robert Flatley – City Manager

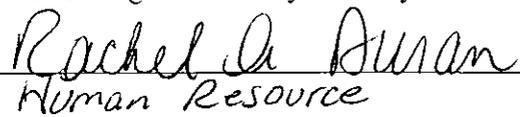
  
 \_\_\_\_\_  
 Lisa Pannella – Finance Director

  
 \_\_\_\_\_  
 Jill Dusenberry – Assistant City Manager

**PREPARED BY:**

  
 \_\_\_\_\_  
 Marcus Hoffman – Transit Manager

  
 \_\_\_\_\_  
 Denis Fitzgibbons – City Attorney

  
 \_\_\_\_\_  
 Rachel A Duran  
 Human Resource

12/2/2011

ANNUAL BUDGET						
Fund Name	Department Name		Number			
<b>LTAF - TRANSIT 11-12</b>	<b>GENERAL FUND</b>		<b>13-535</b>			
Classification	2011-2012 2011-2012		Step/Range	Salary	Date of Hire	Longevity
	Current	Requested				
Transit Director	0.17	0.25	78	3,414		Dusenbery
Transit Manager	1.00	1.00	56	8,347	03/19/07	Hoffman
Sr. Acct Clerk	0.13	0.25	46	1,593	08/20/07	Williams
Sr. Driver	1.00	1.00	44	10,331	10/13/08	Rispoli
Driver	1.00	1.00	32	9,239	07/18/06	Wicker
Driver	1.00	1.00	32	8,663	07/31/08	Bautista
Driver	1.00	1.00	32	8,663	5/22/2010	Villegas
Driver	1.00	1.00	32	8,663	3/1/2010	Intermittent
Driver	1.00	1.00	32	8,663	5/23/2011	Ballard
Driver - Pinal Central Xpress	1.00	1.00	32	8,663	7/2/2011	Harvey
Driver - Pinal Central Xpress	1.00	1.00	32	8,663	7/22/2011	Rojas
Mechanic	1.00	1.00	48	13,800	07/01/06	Meyer
Longevity Pay				-		
TOTAL	10.30	10.50		98,700		

	W/C
	5,007 8810
	62,567 7382
	13,800 8380
	<u>81,375</u>

12/2/2011

ANNUAL BUDGET						
Fund Name	Department Name		Number			
ADOT - TRANSIT 11-12	GRANT		17-535			
Classification	2011-2012		Step/Range	Salary	Date of Hire	Longevity
	Current	Requested				
Transit Director	0.17	0.25	78	13,658		Dusenberry
Transit Manager	1.00	1.00	56	33,389	03/19/07	Hoffman
Sr. Acct Clerk	0.13	0.25	46	6,371	08/20/07	Williams
Sr. Driver	1.00	1.00	44	14,266	10/13/08	Rispoli
Driver	1.00	1.00	32	12,759	07/18/06	Wicker
Driver	1.00	1.00	32	11,963	07/31/08	Bautista
Driver	1.00	1.00	32	11,963	5/22/2010	Villegas
Driver	1.00	1.00	32	11,963	3/1/2010	Intermittent
Driver	1.00	1.00	32	11,963	5/23/2011	Ballard
Driver - Pinal Central Xpress	1.00	1.00	32	11,963	7/2/2011	Harvey
Driver- Pinal Central Xpress	1.00	1.00	32	11,963	7/2/2011	Rojas
Mechanic	1.00	1.00	48	19,058	07/01/06	Meyer
Longevity Pay				-		
TOTAL	10.30	10.50		171,275		

	W/C
20,028	8810
108,264	7382
19,058	8380
<u>147,350</u>	

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT: Approval of resolution 11-46  
amending the Personnel Policies and  
Procedures Handbook**

**STAFF PRESENTER: Rachel A. Duran, Human  
Resource Analyst**

**RECOMMENDATION:**

Staff is recommending that the City Council approve resolution 11-46 amending Chapter 3 Compensation and chapter 4 Employment Benefits of the Personnel Policies and Procedures Handbook.

**DISCUSSION:**

During the fiscal year, 2011-2012 budget discussion a decision was made to remove the Longevity Pay and Sick Leave Incentive program from the budget. Furthermore, to remove both programs from our Personnel Policy and Procedures Handbook. During our workshop back in June, both programs were discussed to be removed along with other changes to our Personnel Policy and Procedures Handbook. Because of the number of changes needed to be made, it was discussed to look at revamping the handbook altogether. As a result, no action was taken on these two items to be consistent with the approved budget and to set forth the City's policies and procedures.

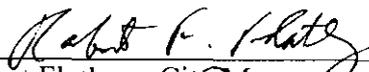
**FISCAL IMPACT:**

Savings to the Fiscal Year 2011/ 2012 Budget

**Attachments**

Copy of policies discussed during our workshop

**REVIEWED BY:**

  
Robert Flatley – City Manager

  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
Rachel A. Duran – H.R. Analyst

Via email  
Denise Fitzgibbons – City Attorney

**RESOLUTION No. 11-46**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AMENDING CHAPTER 3 REGARDING COMPENSATION AND CHAPTER 4 REGARDING EMPLOYEE BENEFITS OF THE CITY OF COOLIDGE PERSONNEL POLICIES AND PROCEDURES HANDBOOK.**

**WHEREAS**, pursuant to Resolution 07-25, the Mayor and Council of the City of Coolidge, Arizona, adopted the revised Personnel Policies and Procedures Handbook on April 30, 2007; and

**WHEREAS**, the Mayor and Council of the City of Coolidge previously revised the Personnel Policies and Procedures Handbook on September 28, 2009 and March 2, 2010; and

**WHEREAS**, the Mayor and Council of the City of Coolidge have reviewed Section 3-3-7 and Section 4-9-8 of the Personnel Policies and Procedures Handbook; and

**WHEREAS**, the Mayor and Council of the City of Coolidge, Arizona, have determined that such sections should be revised to be consistent with the approved budget and to set forth the City's policies and procedures.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AS FOLLOWS:**

**SECTION 1.** Section 3-3-7 regarding Longevity Pay Program of the Personnel Policies and Procedures Handbook shall be deleted in its entirety.

**SECTION 2.** Section 4-9-8 regarding Sick Leave Incentive Program of the Personnel Policies and Procedures Handbook shall be deleted in its entirety.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Coolidge, Arizona, this 12<sup>th</sup> day of December, 2011.

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Mayor

ATTEST:

APPROVED AS TO FORM:

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City Clerk

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City Attorney

# Chapter 3 COMPENSATION

<p><b>OLD:</b></p> <p><b>ARTICLE VI – CLASSIFICATION, COMPENSATION AND BENEFITS</b>  <b>Section 607 – Longevity Pay Program</b></p>	<p><b>CURRENT:</b></p> <p><b>Chapter 3</b>  <b>COMPENSATION Section 3-3-7</b>  <b>Longevity Pay Program</b></p>	<p><b>PROPOSED:</b></p> <p><b>Chapter 3</b>  <b>COMPENSATION Section 3-3-7</b>  <b>Longevity Pay Program</b>  <b>(Remove)</b></p>
<p><b>D. Longevity pay shall be calculated using the years of service completed for each employee as of December 15th of each year.</b></p> <p><b>E. To be eligible, an employee must be employed on December 15 of the longevity year.</b></p>	<p><b>3. Longevity pay shall be calculated using the years of service completed for each employee as of December 15th of each year.</b></p> <p><b>4. To be eligible, an employee must be employed on December 15th of the longevity year.</b></p>	

# Chapter 4 EMPLOYMENT BENEFITS

<b>OLD:</b>	<b>CURRENT:</b>	<b>PROPOSED:</b>
<p><b>Section 805 – Sick Leave Incentive Program</b></p> <p>The employee shall have the option of being compensated at their regular rate of pay for ½ of the hours in excess of the maximum accrued or if approved by the City Manager, be credited with additional vacation time of ½ of the hours accrued. Otherwise, any sick leave in excess of the maximum accrual shall be forfeited.</p>	<p><b>Section 4-9-8 Sick Leave Incentive Program</b></p> <p>The employee shall have the option of being compensated at their regular rate of pay for ½ of the hours in excess of the maximum accrued or if approved by the City manager be credited with additional vacation time of ½ of the hours accrued. Otherwise, any sick leave in excess of the maximum accrual shall be forfeited.</p>	<p><b>Section 4-9-8 Sick Leave Incentive Program</b></p> <p>(No cap no incentive?) Remove</p>

CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM

SUBJECT: Val Vista Lift Station Repair

STAFF PRESENTER: Susanna R. Struble,  
Director of Public Works

**RECOMMENDATION:**

Authorize staff to enter into a contract with Hunter Contracting to drain and repair the Val Vista Lift Station at a cost of \$22, 562.10 and waive the written quotation requirements in the best interest of the City.

**DISCUSSION:**

The Val Vista Lift station is again showing infiltration of ground water through the bottom of the wet well. This situation occurs only during the months of November through January and to date we are still unaware of why this is occurring during these months. Staff has researched several options to determine the best approach for repair of the lift station however without pumping it completely dry when the infiltration is occurring it is difficult to understand the cause and quantify the absolute best repair.

Over the past year staff has discussed the problem with several engineers to determine a best approach to stopping this intermittent infiltration issue. All have indicated the City should pump it dry while the problem is occurring, determine where the leaks are happening and seal it. With the depth of lift station being over 40 feet the cost to pump it dry could only be performed with city staff by renting equipment from a local pumping contractor. Cost of the rental equipment was determined to be \$5,800 and once completed would only identify where the problem exists. Staff would not be able to repair the lift station thus requiring a contractor to repump it and then repair it, essentially creating a double cost for pumping of the lift station.

Staff has requested contractors to look at the problem and provide a proposal for repair. Hunter Contracting Company was the only contractor willing to respond to the request. Hunter spent several weeks reviewing the existing plans and contacted the original designers to determine the potential solutions to the problem. They presented us a proposal to do the work in two steps for a total of \$22,562.10.

- Step One – Drain and clean the Pump Station
- Step Two – Provide crack injection repair.

Per the City's procurement policy it is required that a written quotations shall be sought for work between 10,001 and \$25,000. Staff has been unable to get a response for three quotations due to the type and timing of the work. Hunter Contracting is qualified to not only pump the lift station dry but also repair the leaks with a crack injection system. It is therefore recommended that staff be allowed to move forward with a contract with Hunter Contracting, Inc. to drain and repair the lift station at a price of \$22, 562.10. The proposal and contract for this work is included and has been reviewed and approved by the City Attorney

**FISCAL IMPACT:**

This project is an unplanned capital expense that can be allocated to the contingency fund of liquid waste budget. The contingency fund has approximately \$398,800 available.

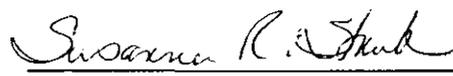
**ATTACHMENTS:**

Contract  
Proposal

**REVIEWED BY:**

**PREPARED BY:**

  
\_\_\_\_\_  
Robert F. Flatley, City Manager

  
\_\_\_\_\_  
Susanna R. Struble, PE, PW Director

  
\_\_\_\_\_  
Lisa Pannella, Finance Director

\_\_\_\_\_  
Denis Fitzgibbons, City Attorney

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Coolidge, Arizona, an Arizona municipal corporation ("City"), and \_\_\_\_\_ ("Contractor").

WHEREAS, City desires to retain a Contractor to furnish services in connection with repair of the Val Vista Lift Station ("Project") and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including the Scope of Work (Exhibit A); and

WHEREAS, in procuring these services, City has complied with the open market procedures set forth in the City of Coolidge's City Code.

NOW, THEREFORE, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. CONTRACTOR'S DUTIES: Contractor agrees to perform the following Work:

See attached Exhibit A, which is incorporated into this Agreement.

2. ADDITIONAL SERVICES: Should City request additional work beyond those specified in Section 1, Contractor shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Contractor performing the additional work. Any additional work shall be incorporated into a written amendment to this Agreement, executed by the authorized representatives of both parties, setting forth the additional scope of work to be performed, the performance time schedule and the compensation for such additional work.

3. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Contractor for the work in an amount not to exceed \$22,562.10 as follows:

See attached Exhibit A, which is incorporated into this Agreement.

Exhausting the total amount payable for activities described in Section 1 shall not relieve Contractor of its obligations to perform such work.

4. TIME OF PERFORMANCE: The work to be performed hereunder shall be completed no later than sixty (60) days from the date established in the City's Notice to Proceed.

5. CONTRACTOR BILLING: Contractor shall bill City on a time and expense basis in a total amount not to exceed Section 3 above, on the basis of monthly invoices which must include a detailed itemization of all work performed and materials including, copies of all receipts or billings as requested. City shall pay such billings within thirty (30) days of the date of receipt, subject to review and approval by the City's authorized representative prior to payment.



Contractor. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and the City.

10. RECORDS: Records of Contractor's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least five (5) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

11. INSURANCE: Contractor shall secure, pay for and maintain in full force and effect for the duration of this Agreement, Workers' Compensation (if required under the laws of the State of Arizona), and comprehensive general, and automobile insurance coverage described hereinafter, such coverage to be provided by an insurance company which is authorized to transact insurance business in the State of Arizona. Contractor's insurance shall be primary insurance as respects City, and any insurance or self-insurance maintained by the City shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the City's right to coverage afforded under the insurance policies.

Prior to City's execution of this Agreement and prior to Contractor's commencement of the services, Contractor shall furnish certificates of insurance and required endorsements from each insurance carrier certifying that policies of insurance have been issued to Contractor in at least the amounts specified herein. The form of the certificates of insurance and endorsements shall be subject to the approval of the City of Coolidge's City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered the City.

Each certificate of insurance and endorsement shall provide that in the event of anticipated expiration or proposed cancellation of the insurance policy for any reason whatsoever, the insurance carrier shall notify the City Attorney not less than thirty (30) days before the expiration or cancellation is effective.

Contractor shall also cause any other professional consulting firm that is retained by Contractor to perform subcontractor work under this Agreement and to obtain and maintain comparable insurance unless covered by Contractor's insurance.

All insurance policies shall contain the following provisions and coverages:

Workers' Compensation Insurance

This insurance shall be in accordance with the requirements of Arizona Revised Statutes Annotated (A.R.S.) §23-900 *et seq.* for all employees of Contractor. By execution of this Agreement, Contractor certifies as follows:

"I am aware and understand the provisions of A.R.S. §23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this

Agreement.”

If Contractor has no employees for which workers’ compensation insurance is required, Contractor shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Contractor employs any employees subject to coverage.

Contractor waives all rights against the City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers’ Compensation insurance obtained by Contractor pursuant to this agreement.

General Liability Insurance

All liability insurance shall cover comprehensive general and automobile liability for both bodily injury, including death, and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Bodily Injury	\$500,000	Each Person
(including death)	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate Products and Completed Operations
Property Damage	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate

A combined single-limit policy will be aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits.

Policies or certificates and completed forms of City’s Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Coolidge, it is agreed that the City of Coolidge and its officers and employees are added as additional insured’s under this policy.”

12. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Contractor.

13. UNCONTROLLABLE FORCES: City and Contractor shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other’s employees and agents.

14. INDEMNIFICATION: Contractor shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Contractor, or any of Contractor's employees, agents or subcontractors, and from all claims by Contractor's employees, subcontractors and agents for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or Contractor's employees, subcontractors or agents. This section shall survive the expiration or early termination of the Agreement.

15. WAIVER OF TERMS AND CONDITIONS: The failure of City or Contractor to insist in any one or more instances on performance of any of the terms or conditions of this 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.

16. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of the City, and the City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor.

17. ARBITRATION: In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Contractor and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Contractor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Contractor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

18. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

19. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents,

information and data prepared or assembled by Contractor under this Agreement shall be and remains the property of City and shall be forwarded to City at any time City requires such papers. No report, plan, drawing or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

20. LICENSE: Contractor represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes “doing business in the City of Coolidge” and Contractor agrees to obtain a business tax license pursuant to the provisions of the City of Coolidge’s City Code and keep such license current during the term of this Agreement. Any activity by subcontractors within the corporate city limits, will invoke the same business tax regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any required business tax license.

21. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Contractor. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of City.

22. ENTIRE AGREEMENT: This Agreement, including the attached Exhibit A, represent the entire agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

23. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

24. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

25. AMERICANS WITH DISABILITIES ACT: This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

26. SUSPENSION AND DISBARMENT: This Agreement is a covered transaction for purposes of 49 CFR Part 29 which prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Contractor acknowledges, by signature to this Agreement, that Contractor: (i) 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; (ii) does not have a proposed debarment pending; (iii) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; (iv) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years as specified by 49 CFR paragraph 29.305(a); and (v) Contractor'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.

27. UNDOCUMENTED WORKERS: Contractor 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, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (ASubcontractor@) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. '23-214(A) (hereinafter Immigration Warranty@). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Immigration Warranty. Contractor agrees to assist the City in regard to any random verification(s) performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. '23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. AServices@ are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

28. SCRUTINIZED BUSINESS OPERATIONS: In signing this Agreement, Contractor certifies pursuant to ARS §35-391 that they do not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that they do not have scrutinized business operations in Iran.

29. NO KICK-BACK CERTIFICATION: Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Contractor's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Contractor hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CITY OF COOLIDGE

CONTRACTOR

\_\_\_\_\_  
Thomas Shope

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# **EXHIBIT A**

## **SCOPE OF WORK**

# **EXHIBIT B**

## FEE SCHEDULE

# Hunter

**CONTRACTING CO.**

DATE: 2-Dec-11

TO: Susanna Struble, P.E.  
sstruble@coolidgeaz.com  
 Public Works Department  
 355 S. 1st Street  
 Coolidge, Az 85128

**CONTRACT**

PROJECT DESCRIPTION:  
**Val Vista Lift Station Leakage Repair**

Construct the following items as listed below.

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>1 Clean Lift Station</b>	1	LS	\$7,800.00	\$7,800.00
a. Clean walls from inlet to floor, and floor with pressure washer, remove debris & sludge.				
<b>2 Crack Injection</b>	1	LS	\$13,700.00	\$13,700.00
			<b>SUBTOTAL</b>	<b>\$21,500.00</b>
<b>SALES TAXES @ 11.70% * 65%</b>				<b>\$1,062.10</b>
			<b>TOTAL</b>	<b>\$22,562.10</b>

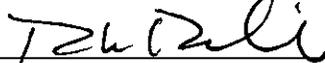
**CONDITIONS;**  
 City of Coolidge to drain the lift station as low as possible, allow the pump to be used if necessary to lower any wash-down water. Hauled off sludge & waste to be dumped at Coolidge WWTP for no charge. Maximum duration of lift station shut down 7 days, and requiring no by-pass pumping or sludge removal after re-commissioning station.

**INCLUDES;**  
 Bond, Sales Taxes  
 Supervision

**EXCLUSIONS & CONDITIONS:**  
 The cost of fees and permits not listed above.  
 Engineering, survey, testing, inspection or geotechnical investigations.  
 Utility repairs, relocations or adjustments.  
 This proposal remains valid for 60 days.

**TERMS;**  
 1. Payment will be due within 14 days after certification and approval of the invoice.  
 2. Payment will be made in accordance with the Prompt Payment Act effective July 18, 2000.

**HUNTER CONTRACTING COMPANY**

  
 Rob Padilla  
 Vice President

**Accepted By:**

Printed Name / Title

Signature / Date

#17

**RESOLUTION No. 11-47**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, DENYING THE APPEAL REGARDING THE PLANNING AND ZONING COMMISSION'S GRANT OF A CONDITIONAL USE PERMIT TO OPERATE A DAY CARE CENTER AT 585 W. ROOSEVELT AVENUE AND MODIFYING THE STIPULATIONS RELATED THERETO.**

**WHEREAS**, on November 3, 2011, the Planning and Zoning Commission granted a Conditional Use Permit to Martha Rodriguez to operate a day care facility at 585 W. Roosevelt Avenue subject to certain stipulations; and

**WHEREAS**, on November 11, 2011, Ms. Jean Lynch submitted an appeal of the decision of the Planning and Zoning Commissions; and

**WHEREAS**, on November 28, 2011, the Coolidge City Council considered Ms. Lynch's appeal and heard from the public regarding this matter; and

**WHEREAS**, after consideration the City Council has determined that the appeal should be denied but certain stipulations approved by the Planning and Zoning Commission should be modified.

**BE IT RESOLVED**, by the Mayor and City Council of the City of Coolidge as follows:

The appeal of Ms. Jean Lynch is hereby denied and a Conditional Use Permit is granted to Martha Rodriguez to operate a day care facility at 585 W. Roosevelt Avenue subject to the following stipulations:

1. The Center shall comply with all state regulations concerning facilities, staffing and operation.
2. The premises shall be inspected by the Fire Department after all improvements have been completed but prior to operation.
3. There will be a minimum of four (4) off-street parking spaces provided for staff; two (2) in the front and two (2) in the back of the premises.
4. The rear fence shall be replaced to provide adequate security for children.
5. A minimum of seventy five (75) square feet of outdoor play space per child shall be provided of which at least fifty (50) square feet of fenced-in play space per child shall be provided. Fenced-in outdoor play space shall not include driveways, parking areas or land unsuited, by virtue of other usage or natural features, for children's play space.
6. At least two hundred fifty (250) square feet of lot area per child shall be provided.
7. That nothing in this approval be construed as permission from the City to violate any verified deed restrictions for the West Coolidge Subdivision.
8. The CUP shall be reviewed by City Council in six (6) months from the date of this Resolution.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Coolidge, Arizona, this 12th day of December, 2011.

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Mayor

ATTEST:

APPROVED AS TO FORM:

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City Clerk

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City Attorney

CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM

<b>SUBJECT:</b> Grant Agreement with AZ Dept of Transportation – Aviation Section to fund a portion of the Design of Taxiway A	<b>STAFF PRESENTER:</b> C. Alton Bruce
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**RECOMMENDATION:**

Staff recommends that Council approve this Agreement.

**DISCUSSION:**

Earlier this year the Council accepted a Grant from the Federal Aviation Administration in the amount of \$123,475 for the Design of Taxiway A. The attached agreement is for ADOT’s match in the amount of \$3,250. The City will likewise be required to commit \$3,250 towards this design project.

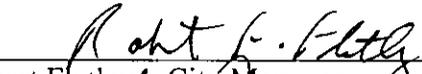
**FISCAL IMPACT:**

The City will need to provide matching funds in the amount of \$3,250 for this project.

**Attachments**

Airport Development Reimbursable Grant Agreement

**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
\_\_\_\_\_  
C. Alton Bruce – Growth Mgmt. Director

**Reviewed via E-mail**

\_\_\_\_\_  
Denis Fitzgibbons – City Attorney

**Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group**

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Coolidge, a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project of *Extend Taxiway A (~1,800 ft); Design Only* (the "Project"), for the improvement of the Coolidge Municipal Airport (the "Airport").

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on October 21, 2011, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

**Sponsor's Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: November 2, 2011. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.
- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be Two and One-Half Percent (2.5%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be Three Thousand Two Hundred Fifty Dollars (\$3,250.00).
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or October 31, 2015, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State the grant or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after July 1, 2011 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

**Part II**

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure \_\_\_\_\_ Dollars (\$\_\_\_\_\_), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

\_\_\_\_\_  
(enter local funding type and location)

- 3) The Sponsor hereby designates \_\_\_\_\_, \_\_\_\_\_  
Name Title  
to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Signature of Sponsor's Representative Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **866000240 02**  
Sponsor Vendor Address: **City of Coolidge, 130 W. Central Ave., Coolidge AZ 85228**

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

SPONSOR:

City of Coolidge  
Coolidge Municipal Airport

By: \_\_\_\_\_

Title: Joseph S. Omer, Director

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

By: \_\_\_\_\_

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

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

WITNESSED BY:

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

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

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

WITNESSED BY:

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

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

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

**EXHIBIT A**

**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

**General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

### **Financial**

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

### **Airport Based Aircraft Reporting**

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

### **Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

**Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
  - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
  - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
  - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
  - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

#### Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

**Airport Revenues**

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

**Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
  - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
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## **EXHIBIT B**

### **General Provisions**

#### **Employment of Consultants**

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

#### **Contracts**

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
  - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
  - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
  - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

**Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

**Reports**

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

**Changes**

**Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement.** Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

**Audit**

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of *claims, demands, costs or judgments* of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to *anyone else*. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

## **EXHIBIT C**

### **Specific Provisions and Project Schedules**

#### **Provisions for Design/Construction**

##### **Financial Cost Categories**

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

##### **Design Review – Plans, Specifications and Estimates**

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

**FAA Notice of Proposed Construction**

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

**Bidding - Alternate Bidding Methods**

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

**Based on Bids**

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

**Contractor Allowance**

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

**Contingencies**

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

**Itemized Allowance**

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

**Construction Inspection**

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

**Change Orders**

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

**Construction Contract Documents**

**Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant.** All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

**Design/Construction Project Schedules**

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One**  
**Design/Construction Project Description and Funding Allocation**

**Detailed Project Description: FAA AIP #3-04-0011-008-2011**

\_\_\_\_\_ Extend Taxiway A (~1,800 ft); Design Only \_\_\_\_\_

<b>Project Cost Category</b>	<b>Total Estimated Project Cost</b>	<b>Estimated Local Share</b>	<b>Estimated Federal Share</b>	<b>Estimated State Share*</b>
Design/Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
<b>Total Project Costs</b>	\$	\$	\$	\$

\*Total of this column to be used in Schedule Two.

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

\*\*\* All force account work is to be approved by the State prior to the grant agreement being signed.

**NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.**

**Schedule Two**  
**Design/Construction Project Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

**Instructions:**

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

**Total State Funds:** \$ 3,250.00

**Projected Reimbursement Requests / State Cash Flow**

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2011	\$	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2011	\$	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$

**Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.**

### Schedule Three Design/Construction Project Milestones

**Milestone Duration Guidelines**

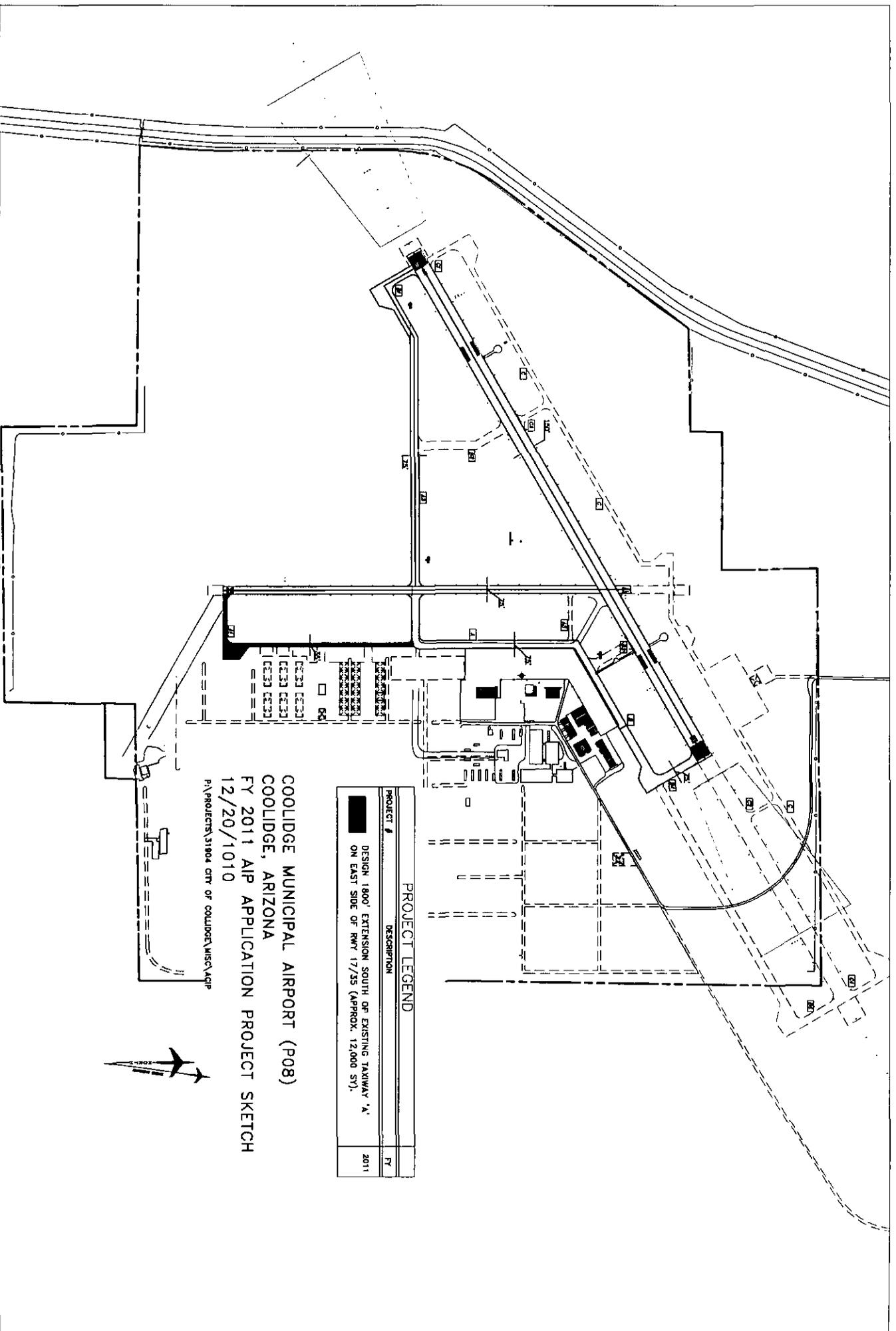
The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

#### Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
<b>Consultant Selection Phase</b>					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
<b>Design &amp; Engineering Phase</b>					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
<b>Bidding Phase</b>					
Bid Set Submitted (100%) for Review/Approval					
Issue Invitation for Bids					
Submit Bid Tab for State Review/Approval					
Award Construction Contract/Submit to the State					
<b>Construction Phase</b>					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

\* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter.



**PROJECT LEGEND**

PROJECT #	DESCRIPTION	FY
	DESIGN 1900' EXTENSION SOUTH OF EXISTING TAXIWAY 'A' ON EAST SIDE OF RWY 17/35 (APPROX. 12,000 ST).	2011

COOLIDGE MUNICIPAL AIRPORT (P08)  
 COOLIDGE, ARIZONA  
 FY 2011 AIP APPLICATION PROJECT SKETCH  
 12/20/1010  
 P:\PROJECTS\31904 CTR. OF COOLIDGE\MISC\AIP



**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Amend the Development Fee Schedule to comply with changes to the A.R.S made in Senate Bill 1525

**STAFF PRESENTER:** C. Alton Bruce

**RECOMMENDATION:**

Staff recommends that Council approve the Resolution and Ordinance that amends Article 8-11 in the City Code related to Development Fees.

**DISCUSSION:**

Earlier this year the Arizona State Legislature adopted Senate Bill 1525 which significantly changed the enabling legislation for Development Fees. While the comprehensive changes adopted in this bill will require an entirely new development fee study by August of 2014, in the short term cities are required to stop charging fees by January 1, 2012 for certain categories and items that have been declared ineligible for Development Fees. The amended Fee Schedule that will be implemented as a result of the Ordinance attached to this request will eliminate Development Fees for Solid Waste Collection and General Government and will eliminate vehicles and equipment from the fee calculation for the Parks and Recreation, Liquid Waste and Transportation categories. Vehicles and equipment are still eligible expenses in the Police and Fire/EMS categories and, consequently, those fees remain unchanged.

The Development Fee Schedule attached is in compliance with the changes to the enabling legislation made in SB 1525.

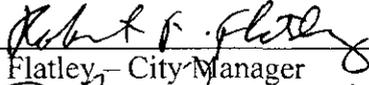
**FISCAL IMPACT:**

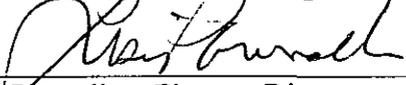
This will significantly reduce the Development Fees collected from building permits issued in the City in the future.

**Attachments**

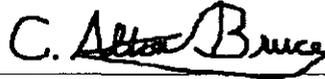
- Resolution/Ordinance revising Coolidge City Code 8-11.
- Revised Development Fee Schedule
- Comparison between existing Development Fees and Revised Development Fees.

**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
\_\_\_\_\_  
C. Alton Bruce – Growth Mgmt. Director

**Reviewed by Ann Schrooten**  
\_\_\_\_\_  
Denis Fitzgibbons – City Attorney

**RESOLUTION NO. 11-48**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "AMENDMENT TO ARTICLE 8-11 OF THE CODE OF THE CITY OF COOLIDGE, ARIZONA", AMENDING AND REPLACING IN ITS ENTIRETY ARTICLE 8-11 OF THE CODE OF THE CITY OF COOLIDGE, ARIZONA, RELATING TO DEVELOPMENT FEES.**

**WHEREAS**, the Arizona Legislature recently made comprehensive changes to A.R.S. §9-463.05, including changes that prohibit the imposition of Development Fees for certain categories of public services that were included in the Infrastructure Improvements Plan and Development Fee Study adopted by the Council on January 12, 2009; and

**WHEREAS**, those legislative changes to A.R.S. §9-463.05 prohibit the collection of fees related to such ineligible categories after January 1, 2012; and

**WHEREAS**, Article 8-11 and the Development Fee Schedule has been revised to comply with the legislative changes to A.R.S. §9-463.05; and

**WHEREAS**, the City Council believes that declaring such document a public record and adopting its provisions by reference will be in the City's best interests.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Coolidge, Arizona as follows:

That certain document known as "Amendment to Article 8-11 of the Code of the City of Coolidge, Arizona" amending and replacing in its entirety Article 8-11 of the Code of the City of Coolidge, Arizona, relating to Development Fees is hereby declared to be a public record, and three (3) copies shall remain on file in the office of the City Clerk of the City of Coolidge for examination by the public.

**PASSED AND ADOPTED** by the City Council of the City of Coolidge, Arizona this 12<sup>th</sup> day of December, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**AMENDMENT TO ARTICLE 8-11 OF THE CODE OF THE CITY OF COOLIDGE, ARIZONA**

**The language contained in Article 8-11 of Chapter 8 of the Code of the City of Coolidge and all amendments thereto are repealed in their entirety and replaced with the following:**

Article 8-11     DEVELOPMENT FEES

8-11-1	Definitions
8-11-2	Purpose and Intent
8-11-3	General Provisions; Applicability
8-11-4	Procedures for Imposition, Calculation and Collection of Development Fees
8-11-5	Fire Protection Development Fee
8-11-6	Library Facilities Development Fee
8-11-7	Parks and Recreational Facilities Development Fee
8-11-8	Police Facilities Development Fee
8-11-9	Wastewater Facilities Development Fee
8-11-10	Transportation Facilities Development Fee

Section 8-11-1     Definitions

The words or phrases used herein shall have the meaning attributed or prescribed to them in the current Coolidge City Code except as may otherwise be indicated herein:

A.     "Applicant" means any person who files an application with the City for a building permit.

B.     "Appropriation" or "to appropriate" means an action by the City to identify specific Necessary Public Services for which development fee funds may be utilized. Appropriation shall include, but shall not necessarily be limited to: inclusion of Necessary Public Services Expenditures in the adopted City budget or capital improvements program; execution of a contract or other legal encumbrance for construction of Necessary Public Services using development fee funds in whole or in part; and/or actual expenditure of development fee funds through payments made from a development fee account.

C.     "Capital Facility" means an asset having a useful life of three or more years that is a component of one or more Categories of Necessary Public Service provided by the City. A Capital Facility may include any associated purchase of real property, architectural and engineering services leading to the design and construction of buildings and facilities, improvements to existing facilities, improvements to or expansions of existing facilities, and associated financing and professional services. Whenever used herein, "infrastructure" shall have the same meaning as "Capital Facilities".

D.     "Category of Development" means a specific category of residential, commercial, or industrial development against which a development impact fee is calculated and assessed.

E.     "Category of Necessary Public Service" means a category of Necessary Public Service for which the City is authorized to assess development impact fees pursuant to A.R.S. §9-463.05, which may include any or all of the following: (i) water; (ii) wastewater; (iii) stormwater, draining, and flood; (iv) libraries; (v) street facilities; (vi) fire protection; (vii) police; and (viii) parks.

F.     "Connection" means the physical tie-in of an Applicant's sewer service to the City's sewer main.

G. "Development Agreement" means an agreement prepared in accordance with the requirements of Section 9-500.05, Arizona Revised Statutes, and any applicable requirements of the City Code.

H. "Development Fee" means a fee adopted pursuant to A.R.S. §9-463.05 which is imposed on New Development on a pro rata basis in connection with and as a condition of the issuance of a building permit and which is calculated to defray all or a portion of the costs of Necessary Public Services required to accommodate New Development at City-designated Level of Service (LOS) standards and which reasonably benefits the New Development.

I. "Direct Benefit" means a benefit to an EDU resulting from a Capital Facility that: (a) addresses the need for a Necessary Public Service created in whole or in part by the EDU; and that (b) meets either of the following criteria: (i) the Capital Facility is located in the immediate area of the EDU and is needed in the immediate area of the EDU to maintain the Level of Service; or (ii) the Capital Facility substitutes for, or eliminates the need for a Capital Facility that would have otherwise have been needed in the immediate area of the EDU to maintain the City's Level of Service.

J. "Dwelling Unit" means a room or group of rooms within a building containing cooking accommodations and designed to be used for living purposes. Each apartment unit, mobile home or mobile home space, travel trailer or travel trailer space shall be considered a Dwelling Unit. Dwelling Unit shall not include those units designed primarily for transient occupant purposes, nor shall they include rooms in hospitals or nursing homes.

1. "Single-family Detached Dwelling Unit" means a Dwelling Unit designed and used only by one family and which unit is physically separated from any other Dwelling Unit.

2. "All Other Dwelling Units" means a Dwelling Unit typically designed and used only for a single family, but which is either attached to another Dwelling Unit, such as an apartment, duplex, townhouse or single-family attached Dwelling Unit, or which is a mobile home, mobile home space, travel trailer or travel trailer spaces.

K. "Equivalent Demand Unit (EDU)" means a unit of development within a Category of Development, defined in terms of a standardized measure of the demand that a unit of development in that Category of Development generates for Necessary Public Services in relation to the demand generated by a detached single-family Dwelling Unit. For all Categories of Necessary Public Services, the EDU factor for a detached single-family Dwelling Unit is one (1), while the EDU factor for a unit of development within another Category of Development is represented as a ration of the demand for each Category of Necessary Public Services typically generated by that unit as compared to the demand for such services typically generated by a detached single-family Dwelling Unit. An EDU shall be a "service unit" for purposes of paragraph T, subparagraph 10 of A.R.S. §9-463.05.

L. "Excluded Library Facility" means library facilities for which development fees may not be charged pursuant to A.R.S. §9-463.05, including that portion of any library facility that exceeds ten thousand (10,000) square feet, and equipment, vehicles or appurtenances associated with the library.

M. "Excluded Park Facility" means park and recreational facilities for which development fees may not be charged pursuant to A.R.S. §9-463.05, including amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand (3000) square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, or zoo facilities.

N. "Fire Protection" means a Category of Necessary Public Services that includes fire stations, fire equipment, fire vehicles and all appurtenances for fire stations. Such costs shall not include vehicles and equipment used to provide administrative services, or helicopters or airplanes.

O. "Infrastructure Improvement Plan" means a document or series of documents that meet the requirements set forth in A.R.S. §9-463.05, including those adopted pursuant to City Code to cover any Category or combination of Categories of Necessary Public Services.

P. "Level of Service" means a quantitative and/or qualitative measure of a Necessary Public Service that is to be provided by the City to development in a particular Service Area, defined in terms of the relationship between service capacity and service demand, accessibility, response times, comfort or convenience of use, or other similar measures or combinations of measures. Level of Service may be measured differently for different Categories of Necessary Public Services, as identified in the applicable Infrastructure Improvement Plan.

Q. "Library Facilities" means a Category of Necessary Public Services in which literary, musical, artistic, or reference materials are kept (materials may be kept in any form of media such as electronic, magnetic or paper) for non-commercial use by the public in a facility providing a Direct Benefit to development. Libraries do not include Excluded Library Facilities, although a library may contain, provide access to, or otherwise support an Excluded Library Facility.

R. "Multiple Uses" means a New Development consisting of both residential and non-residential uses, or one (1) or more different types of non-residential use, on the same site or part of the same New Development.

S. "Municipal Planning Area" means an area outside of the present Coolidge City limits, but in which the City may provide Necessary Public Services.

T. "Necessary Public Services" means those services prescribed in A.R.S. §9-463.05, subsection T, paragraph 5.

U. "Necessary Public Services Expenditures" means an appropriate or expenditure of public funds incurred in connection with the provision of Necessary Public Services, including but not limited to:

1. Amounts appropriated in connection with the planning, design, engineering and construction of facilities to provide Necessary Public Services, which expenditures include, but are not limited to:

(a) planning, legal, appraisal, financing, development, and other costs related to the acquisition of, or use rights on, land;

(b) the costs of compliance with bidding procedures and applicable administrative and legal requirements; and

(c) all other costs necessarily incident to provision of Necessary Public Services.

V. "New Development" means, subject to the exceptions set forth in Section 8-11-3(C)(2), any new construction, reconstruction, redevelopment, rehabilitation, structural alteration, structural enlargement, structural extension, or new use which requires a building permit, or a connection fee permit for hook-up to the City wastewater system; or any change in use of an existing non-residential building, structure or lot requiring any form of City building permit or approval.

W. "Parks and Recreational Facilities" means a Category of Necessary Public Services including but not limited to, parks, swimming pools and related facilities and equipment located on real property not larger than thirty (30) acres in area, as well as park facilities larger than thirty (30) acres where such facilities provide a Direct Benefit. Parks and Recreational Facilities do not include Excluded Park Facilities, although Parks and Recreational Facilities may contain, provide access to, or otherwise support an Excluded Park Facility.

X "Police Facilities " means a Category of Necessary Public Services, including vehicles and equipment used by law enforcement agencies to preserve the public peace, prevent crime, detect and arrest criminal offenders, protect the rights of persons and property, regulate and control motorized and pedestrian traffic, train sworn personnel, and/or provide and maintain police records, vehicles, equipment, and communications systems. Such costs do not include vehicles and equipment used to provide administrative services, helicopters or airplanes or any facility that is used for training officers from more than one station or substation.

Y. "Service Area" means any specified area within the boundaries of the City within which: (a) the City will provide a Category of Necessary Public Services to development at a planned Level of Service; and (b) within which (i) a Substantial Nexus exists between the Capital Facilities to be provided and the development to be served; or (ii) in the case of Library Facilities or a Park Facility larger than thirty (30) acres, a Direct Benefit exists between the Library Facilities or Park Facilities and the development to be served, each as prescribed in the Infrastructure Improvement Plan. Some or all of the Capital Facilities providing service to a Service Area may be physically located outside of that Service Area provided that the required Substantial Nexus or Direct Benefit is demonstrated to exist.

Z. "Substantial Nexus" exists where the demand for Necessary Public Services that will be generated by an EDU can be reasonably quantified in terms of the burden it will impose on the available capacity of existing Capital Facilities, the need it will create for new or expanded Capital Facilities and/or the benefit to the development from those Capital Facilities.

AA. "Transportation Facilities" means a Category of Necessary Public Services including but not limited to transportation improvements and new roads designed to solve congestion-related problems that are anticipated from increased traffic demands resulting from New Development, and including improvements to minor arterials and/or collectors needed for access and traffic mobility, but excluding project-specific traffic and transportation improvements such as turn lanes, individual traffic signals for the benefit of a specific development project.

BB. "Wastewater Facilities" means a Category of Necessary Public Services including but not limited to sewers, lift stations, reclamation plants, wastewater treatment plants, and all other facilities for the collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.

Section 8-11-2 Purpose and Intent

The purposes and intent of the City's Development Fee Code and procedures are:

A. To establish uniform procedures for the imposition, calculation, collection, expenditure and administration of any development impact fees imposed on a New Development.

B. To implement the goals, objectives and policies of the City of Coolidge General Plan, as amended from time to time, to assure that New Development contributes its fair share towards the costs of providing Necessary Public Services reasonably necessitated by such New Development.

C. To ensure that a New Development obtains a reasonable benefit from the Necessary Public Services provided with the proceeds of Development Fees.

D. To ensure that all applicable and appropriate legal standards and criteria relating to the imposition of Development Fees are properly incorporated into the City Code.

E. To ensure that all applicable procedural requirements of A.R.S. § 9-463.05 have been met.

Section 8-11-3 General Provisions, Applicability

A. Term. This Article, the ordinance enacting the same, and the procedures established herein shall remain in effect unless and until repealed, amended or modified by the Mayor and Council in accordance with applicable State law, City Code, or City ordinances and resolutions.

B. Annual Review and Report.

1. Within ninety (90) days following the end of the fiscal year, the City Manager or his or her designee shall prepare a report on the City's Development Fee program which shall be submitted to the City Clerk and posted on the City's website.

2. The Annual Report shall set forth the following information:

- a. The amount assessed by the City for each type of Development Fee;
- b. The balance of each fund maintained for each type of Development Fee assessed as of the beginning and end of the fiscal year;
- c. The amount of interest or other earnings on the monies in each fund as of the end of the fiscal year;
- d. The amount of Development Fee monies used to repay:

(i) Bonds issued by the City to pay the cost of a capital improvement project that is the subject of a Development Fee assessment, including the amount needed to repay the debt service obligations on each facility for which Development Fees have been identified as the source of funding and the time frames in which the debt service will be repaid;

(ii) Monies advanced by the City from funds other than the funds established for Development Fees in order to pay the cost of a capital improvement project that is the subject of a Development Fee assessment, the total amount advanced by the City for each facility, the source of the monies advanced and the terms under which the monies will be repaid to the City.

e. The amount of Development Fee monies spent on each capital improvement project that is the subject of a Development Fee assessment and the physical location of each capital improvement project;

f. The amount of Development Fee monies spent for each purpose other than a capital improvement project that is the subject of a Development Fee assessment.

3. If the City fails to file an annual report and post the report on the City's website in compliance with A.R.S. §9-463.05(N), the City shall not collect Development Fees until the annual report is filed and posted on the City's website.

C. New Development Affected. This Article shall apply to all New Developments as herein defined and as defined in this Article for particular Necessary Public Services.

1. Municipal Planning Areas. Development Fees imposed by the City may, if necessary and appropriate, be collected by other municipalities or by the County on New Development within the City's Municipal Planning Area, but outside of the Coolidge City limits, pursuant to an intergovernmental agreement which provides that the Development Fees collected be transferred to the appropriate City fund for expenditure in accordance with the terms of this Article.

2. Exceptions to the application of Development Fees to a New Development. Unless otherwise expressly noted, the fees imposed in this Article shall not apply in the following circumstances:

a. Previously-Issued Building Permits. No Development Fee shall be imposed on a New Development for which a building permit has been issued prior to the effective date of this Ordinance.

b. Previous Payment of Development Fees. Subject to the requirements of Subsection 8-11-4(D), no Development Fees for a particular Necessary Public Service shall be due at a later stage of the development permit or approval process if Development Fees have been fully paid for such category of Necessary Public Services at an earlier stage in the development permit or approval process.

c. No Net Increase in Dwelling Units. No Development Fee shall be imposed on any new residential development which does not add a new Dwelling Unit.

d. No Net Increase in Non-Residential Square Footage. No Development Fee shall be imposed on any new non-residential development which does not add square footage to a currently existing facility, unless the new non-residential development will increase the demand for Necessary Public Services for which Development Fees are being imposed.

e. Other Uses. No Development Fee shall be imposed on a use, development, project, structure, building, fence, sign or other activity, whether or not a building permit is required, which does not result in an increase in the demand for Necessary Public Services .

f. Development Subject to Development Agreements. No Development Fee shall be imposed upon development projects which are the subject of a Development Agreement with the City containing provisions in express conflict with this Article, but only to the extent of the conflict or inconsistency.

g. Other Development Exempted by State Law. No Development Fee shall

be imposed on a New Development which is exempted by Arizona State laws, however, the City may seek to negotiate the construction Necessary Public Services facilities, or to negotiate the payment of Development Fees with such entities. See A.R.S. §9-500(18).

3. Effect of Payment of Development Fees on Other Applicable City Land Use, Zoning, Platting, Subdivision or Development Regulations.

a. The payment of Development Fees shall not entitle the Applicant to a building permit, which shall only be issued if all other applicable land use, zoning, planning, platting, subdivision or other related requirements, standards and conditions have been met. Such other requirements, standards and conditions are independent of the requirement for payment of a Development Fee.

b. Neither this Article nor other City Code sections for particular Necessary Public Services shall affect, in any manner, the permissible use of property, density/intensity of development, design and improvement standards or other applicable standards or requirements of the City land development regulations, which shall be operative and remain in full force and effect without limitation.

4. Amendments. This Article, and any ordinance or City Code Section adopting Development Fees for any particular Necessary Public Services pursuant to this Article, may be amended from time to time by the Mayor and Council; provided, however, that no such amendment shall be adopted without a written report detailing the reasons and need for the Development Fee revision nor without proper notice and public hearing as set forth herein and in A.R.S. §9-463.05(C).

5. Effect of Imposition of Development Fees in a Community Facilities District. In calculating and imposing a Development Fee applicable to land in a community facilities district established under Arizona Revised Statutes, Title 48, Chapter 4, Article 6, the City shall take into account all public infrastructure provided by the district and capital costs paid by the district for Necessary Public Services and shall not assess a portion of the Development Fee otherwise calculated to be due that would duplicate the infrastructure provided by the district or the costs imposed by the district on a New Development.

#### Section 8-11-4 Procedures for Imposition, Calculation and Collection of Development Fees

A. In General. The City shall calculate the Development Fees due and owing for any Applicant at the time of the issuance of a building permit. The Applicant shall pay the Development Fees prior to and as a condition of the issuance of a building permit. The City's actions established in this Section are to be performed by the Director of the City's Growth Management Department or equivalent, or his designee, unless specifically stated otherwise.

#### B. Calculation.

1. Upon receipt of an application for a building permit, the City shall determine (a) whether the permit is for a residential or non-residential use, (b) the specific category (type) of residential or non-residential development, if applicable, (c) if residential, the number of new Dwelling Units, and (d) if non-residential, the number of new or additional square feet of gross floor area (rounded up to the nearest square foot) and the proposed use of the facility.

2. Upon receipt of an application for a building permit relating to an existing facility, the City shall determine whether the permit will result in a change in use. In such cases, the

Development Fee due shall be based only on the incremental increase in the Development Fee(s) for the additional Necessary Public Services needed to accommodate the change in use.

3. After making the determinations in this Paragraph, the City shall calculate the total demand for the Necessary Public Services added by the New Development for each Necessary Public Services category for which a Development Fee is being imposed and calculate the applicable total Development Fee by multiplying the demand added by the New Development by the amount of the applicable Development Fee per unit of development, incorporating any applicable offset if set forth in the particular Development Fee calculation methodology.

4. If the type of land use proposed for New Development is not expressly listed in the particular Development Fee schedule, the City shall, at its option and in its discretion, determine the basis used to calculate the Development Fee(s) by:

a. identifying the most similar land use type listed and calculate the Development Fee based on the Development Fee for that land use; or

b. identifying the broader land use category within which the specified land use would apply and calculate the Development Fee based on the Development Fee for that land use category; or

c. reference to an independent impact analysis for Development Fee calculation. If this option is chosen, the following shall apply:

(i) The Applicant shall be responsible, at its sole expense, for preparing the independent impact analysis, which shall be reviewed for approval by the Director of the Growth Management Department, the City Engineer, and the City Manager prior to the City's notification pursuant to paragraph iii of this subparagraph.

(ii) The independent impact analysis shall measure the impact that the proposed New Development will have on the particular Necessary Public Services at issue, and shall be based on the same methodologies used in the Development Fee calculation methodology report, and shall be supported by professionally acceptable data and assumptions.

(iii) After review of the independent impact analysis submitted by the Applicant, the Director of the Growth Management Department shall accept or reject the analysis and provide written notice to the Applicant of its decision on a form provided for such purpose within thirty (30) days of the submission of the completed independent impact analysis. If the independent impact analysis is rejected, the written notice shall provide an explanation of the insufficiencies of the analysis.

(iv) The final decision of the Director of the Growth Management Department may be appealed pursuant this Article.

5. An Applicant may request a *non-binding* estimate of Development Fees due for a particular New Development at any time by filing a request on a form provided for such purpose by the Growth Management Department, or in writing if the Growth Management Department has not developed or does not wish to utilize such a form. The Applicant must acknowledge that the estimate may be subject to change when a formal application for a building permit for New Development is made. Such non-binding estimate is solely for the benefit and convenience of the prospective Applicant and shall in no way bind the City nor preclude it from making amendments or revisions to any provisions of this Article, the specific Development Fees or the Development Fee schedules.

6. The calculation of Development Fees due from a Multiple-Use New Development shall be based upon the aggregated demand for each Necessary Public Service generated by each land use type in the New Development.

7. The calculation of Development Fees due from a phased New Development shall be based upon the demand generated by each specific land use within the phase of development for which a separate building permit is requested.

8. Development Fees shall be calculated based on the Development Fee amount in effect at the time of application for a building permit.

C. Offsets. The City Manager, or his designee, shall perform the actions of the City in accordance with this Paragraph unless specifically stated otherwise.

1. Offsets against the amount of a Development Fee due from a New Development shall be provided for, among other things, contributions made in cash, or by dedication of land (if accepted or required by the City) or by actual construction of all or part of Necessary Public Services by the affected property owner for Necessary Public Services meeting or exceeding the demand generated by the New Development and the contribution is determined by the City to be a reasonable substitute for the cost of Necessary Public Services Expenditures which are included in the particular Development Fee calculation methodology.

2. The amount of the excess contribution shall be determined by the City upon its receipt of a written application requesting an offset; provided, however, that (a) the City will make no reimbursement for excess contributions unless and until the particular Necessary Public Services Expenditures fund has sufficient revenue to make the reimbursement without jeopardizing the continuity of the City's capital improvements program and (b) the excess contribution may not be transferred or credited to any other type of Development Fees calculated to be due from that development for other type of Necessary Public Services Expenditures. The determination of the eligibility for and the amount of the credit shall be made by the City on a form provided for such purposes. If the Applicant contends that any aspect of the City's decision constitutes an abuse of discretion, the Applicant shall be entitled to appeal pursuant to this Article.

3. No offset shall be allowed unless the City has approved the contribution or expenditure before it is or was made.

4. Offsets for dedication of land or provision of Necessary Public Services shall be applicable only as to Development Fees imposed for the same types of Necessary Public Services which are proposed to be dedicated or provided. Even if the value of the dedication of land or provision of a Necessary Public Service exceeds the Development Fee due for the type of Necessary Public Service, the excess value may not be transferred to Development Fees calculated to be due from the Applicant for other types of Necessary Public Services for which Development Fees may be imposed. Offsets may, however, be transferred to the same Applicant or to other Applicants for New Development which are proposed within the final approved platted area of the same development and for the same type of Necessary Public Service.

D. Collection. The City shall collect all applicable Development Fees at the time of issuance of a building permit and shall issue a receipt to the Applicant for such payment unless:

1. The Applicant is determined to be entitled to a full offset; or

2. The Applicant has been determined to be not subject to the payment of a Development Fee; or

3. The Applicant has filed an appeal protesting the imposition or calculation of the Development Fee and a bond or other surety in the amount of the Development Fee, as calculated by the City and approved by the City Attorney and Finance Director, has been posted with the City.

The City shall collect a Development Fee at the time of issuance of a building permit even if Development Fees were paid by the Applicant at an earlier time in the development permit or approval process if the amount of the Development Fees have increased since such prior approval. In such case, the Applicant shall only be liable for the difference between the Development Fees paid earlier and those in effect at the time of issuance of the subsequent building permit.

E. Establishment of Development Fee Accounts; Appropriation of Development Fee Funds; and Refunds.

1. Development Fee Accounts. A Development Fee account shall be established by the City for each category of Necessary Public Services for which Development Fees are imposed. Such account shall clearly identify the category, account, or fund for which the Development Fee has been imposed. All Development Fees collected by the City shall be deposited into the appropriate Development Fee account or sub-account, which shall be interest bearing. All interest earned on monies deposited to such account shall be credited to and shall be considered funds of the account. The funds of each such account shall be capable of being accounted for separately from all other City funds, over time. The City shall establish and implement necessary accounting controls to ensure that the Development Fee funds are properly deposited, accounted for and appropriated in accordance with this Article, A.R.S. §9-463.05 and any other applicable legal requirements.

2. Appropriation of Development Fee Funds.

a. In General. Development Fee funds may be appropriated for Necessary Public Services Expenditures as defined herein and for the payment of principal, interest and other financing costs on contracts, bonds, notes or other obligations issued by or on behalf of the City or other applicable local governmental entities to finance such Necessary Public Services. All appropriations from Development Fee accounts shall be detailed as required by and filed within the Finance Department.

b. Restrictions on Appropriations. Development Fees shall be appropriated only (a) for the particular Necessary Public Services for which they were imposed, calculated and collected; and (b) within ten (10) years of the beginning of the fiscal year immediately succeeding the date of collection, unless such time period is extended as provided herein. Development Fees shall not be appropriated for funding maintenance or repair of Necessary Public Service facilities nor for operational or personnel expenses associated with the provision of Necessary Public Services.

c. Appropriation of Development Fee Funds Beyond Ten (10) Years of Collection. Notwithstanding the preceding subparagraph, Development Fee funds may be appropriated beyond ten (10) years from the beginning of the fiscal year immediately succeeding the date of collection if the appropriation is for a Necessary Public Services which requires more than ten (10) years to plan, design and construct, and the demand for the Necessary Public Services is generated in whole or in part by the New Development, or if the Necessary Public Services will actually serve the New Development. Such appropriations shall be documented by the City.

3. Procedure for Appropriation of Development Fee Funds.

a. The City shall each year identify Necessary Public Services projects anticipated to be funded in whole or in part with Development Fees. The Necessary Public Services recommendations shall be based upon the Development Fee annual review as set forth herein and such other information as may be relevant, and may be part of the City's annual budget and capital improvements programming process.

b. The recommendations shall be consistent with the provisions of this Article, A.R.S. §9-463.05, or other applicable legal requirements and any guidelines adopted by the Mayor and Council.

c. The Mayor and Council may include Development Fee-funded Necessary Public Services Expenditures in the City's annual budget and capital improvements program. If included, the description of the Necessary Public Services Expenditure shall specify the nature of the facility, the location of the Necessary Public Services, the capacity to be added by the Necessary Public Services, their service area, the need/demand for the Necessary Public Services and the anticipated timing of completion of the Necessary Public Services.

d. The Mayor and Council may authorize Development Fee-funded Necessary Public Services Expenditures at such other times as may be deemed necessary and appropriate by a majority vote of the Council.

e. The Mayor and Council shall verify that adequate Development Fee funds are or will be available from the appropriate Development Fee account for the particular Necessary Public Services Expenditures.

4. Refunds.

a. Eligibility for Refund.

(i) Expiration or Revocation of Building Permit. An Applicant who has paid a Development Fee for a New Development for which the necessary building permit has expired or for which the building permit has been revoked prior to construction shall be eligible to apply for a refund of Development Fees paid on a form provided by the City for such purposes.

(ii) Failure of City to appropriate Development Fee Funds Within Time Limit. The current property owner may apply for a refund of Development Fees paid by an Applicant if the City has failed to appropriate the Development Fees collected from the Applicant within the ten-year time limit or any extension thereof established above. The refund application shall be made in or on such form provided by the City for such purposes.

(iii) Abandonment of Development After Initiation of Construction. An Applicant who has paid a Development Fee for a New Development for which a building permit has been issued and pursuant to which construction has been initiated, but which construction is abandoned prior to completion and issuance of a certificate of occupancy, shall be eligible for a refund if, and only if, the uncompleted building is completely demolished pursuant to a proper demolition permit.

(iv) A five percent (5%) administrative fee, but not to exceed two

hundred dollars (\$200.00), shall be deducted from the amount of any refund granted and shall be retained by the City in the appropriate Development Fee account to help defray the administrative expenses associated with the processing of a refund application.

(v) Refunds shall be made only to the current owner of property on which the New Development was proposed or occurred. If more than one owner owns property which paid the Development Fees the request for refunds shall contain a copy of the conveyance documents wherein the proportionate ownership shares are set forth and the refunds shall be issued in accordance with the ownership shares of the conveyance documents. Any party obtaining a refund from the City shall confirm current ownership and entitlement to this refund under oath and shall defend and indemnify the City from any claims by any other party claiming a right to the refund for the same New Development.

b. Processing of Applications for a Refund. Applications for a refund shall be made in or on a form provided by the City for such purposes and shall include all information required herein, as appropriate. Upon receipt of a complete application for a refund, the City shall review the application and documentary evidence submitted by the Applicant as well as such other information and evidence as may be deemed relevant, and make a determination as to whether a refund is due. Refunds by direct payment shall be made following an affirmative determination by the City.

c. Applications for refunds due to abandonment of a New Development prior to completion shall be made in or on forms provided by the City and shall be made no later than sixty (60) days following expiration or revocation of the building permit. The Applicant shall submit (1) evidence that the Applicant is the property owner or the duly designated agent of the property owner, (2) the amount of the Development Fees paid by Necessary Public Services category and receipts evidencing such payments, and (3) documentation evidencing the expiration or revocation of the building permit or approval of demolition of the structure pursuant to a valid City-issued demolition permit. Failure to apply for a refund within sixty (60) days following expiration or revocation of the building permit or demolition of the structure shall constitute a waiver of entitlement to a refund. No interest shall be paid by the City in calculating the amount of any refunds.

d. Applications for refunds due to the failure of the City to appropriate Development Fees collected from the Applicant within the time limits established herein shall be made in or on forms provided by the City and shall be made no later than one (1) year following the expiration of such time limit. The Applicant shall submit (1) evidence that the Applicant is the property owner or the duly designated agent of the property owner, (2) the amount of the Development Fees paid by Necessary Public Services category and receipts evidencing such payments, and (3) a description and documentation of the City's failure to appropriate Development Fee funds for relevant Necessary Public Services.

e. The City may, at its option, make refunds of Development Fees by direct payment, by offsetting such refunds against other Development Fees due for the same category of Necessary Public Services for New Development on the same property, or by other means subject to agreement with the property owner.

#### F. Appeals.

1. An appeal from any decision of a City official pursuant to this Article shall be made to the Mayor and Council by filing a written appeal pursuant to the appropriate City form, if any, with the City Clerk within thirty (30) days following the decision which is being appealed; provided, however, that if the notice of appeal is accompanied by a cash bond or letter of credit in a form

satisfactory to the City Attorney and the Finance Director in an amount equal to the Development Fee calculated to be due, a building permit may be issued to the New Development. The filing of an appeal shall not stay the imposition or the collection of the Development Fee as calculated by the City unless a cash bond or other sufficient surety has been provided.

2. The burden of proof shall be on the appellant to demonstrate that the decision of the City is erroneous pursuant to the applicable legal standard.

3. All appeals shall detail the specific grounds therefor and all other relevant information and shall be filed in such form as requested by the City for such purposes.

G. Exemptions/Waivers.

1. Standard for Exemption. The Mayor and Council may, in any case where it deems such action to serve as an economic development incentive and is in the best interest of the City, waive the application of any Development Fee pursuant to this Paragraph G.

2. Filing of Application. Petitions for exemptions to the application of the provisions of this Article or waivers from specific Development Fees shall be filed with the Mayor and Council in such form as requested by the City.

3. Effect of Grant of Exemption/Waiver. If the City grants an exemption or waiver, in whole or in part, of Development Fees otherwise due, the amount of the Development Fees so waived or exempted shall be provided by the City from non-Development Fee funds, and such funds shall be deposited to the appropriate Development Fee account within a reasonable period of time consistent with the applicable City capital improvements program.

4. Development Agreements. Nothing herein shall be deemed to limit in any manner the City's authority or ability to enter into Development Agreements pursuant to A.R.S. §9-500.05 with Applicants for New Development who may provide for dedication of land, payments in lieu of Development Fees, or actual infrastructure improvements. Such Development Agreements may allow offsets against Development Fees for contributions made or to be made in the future in cash, or by taxes or assessments or dedication of land or by actual construction of all or part of Necessary Public Service by the affected property owner.

Section 8-11-5 Fire Protection Development Fee

A. Baseline Development Fee. All new residential and non-residential development within the City of Coolidge shall be subject to the payment of a Fire Protection Development Fee payable at the time of building permit issuance by the City, pursuant to the terms and condition of this Article and in the amount as set forth in this Article. The baseline Fire Protection Development Fee shall be:

<u>Residential Development</u>	<u>Per Dwelling Unit</u>
Single Family Detached	\$954
All other Housing Types	\$784
<u>Non-Residential Development</u>	<u>Per 1,000 Square Feet</u>
Commercial/Shopping Center 25,000 square feet or less	\$919
Commercial/Shopping Center 25,001 - 50,000 square feet	\$789
Commercial/Shopping Center 50,001 - 100,000 square feet	\$690
Commercial/Shopping Center 100,001 - 200,000 square feet	\$612

Commercial/Shopping Center over 200,000 square feet	\$552
Office/Institutional 10,000 square feet or less	\$1,236
Office/Institutional 10,001 - 25,000 square feet	\$1,145
Office/Institutional 25,001 - 50,000 square feet	\$1,079
Office/Institutional 50,001 - 100,000 square feet	\$1,018
Office/Institutional over 100,000 square feet	\$924
Business Park	\$872
Light Industrial	\$637
Warehousing	\$353
Mini-warehousing	\$11
Manufacturing	\$494
Hotel (per room)	\$121

<u>Commercial Infill Overlay Zone</u>	<u>Per 1,000 Square Feet</u>
Commercial/Shopping Center 25,000 square feet or less	\$919
Commercial/Shopping Center 25,001 – 50,000 square feet	\$789
Commercial/Shopping Center 50,001 – 100,000 square feet	\$690
Commercial/Shopping Center 100,001 – 200,000 square feet	\$612
Commercial/Shopping Center over 200,000 square feet	\$552

B. Inflation Adjustments to Baseline Development Fee.

1. Beginning March 1, 2012, on or before March 1<sup>st</sup> of each year in which the Fire Protection Development Fee is in effect, the City Manager, or his designee, shall calculate and present to the City Council an Inflation Adjustment Factor which shall be applied to determine the inflation-adjusted Fire Protection Development Fee on the next Adjustment Date, as defined in subsection 2 of this Paragraph B. The Inflationary Index Factor shall be the fraction whose numerator is the index figure stated as the Construction Costs Index as published by Engineering News Record (ENR) for the month of January immediately preceding the Adjustment Date and whose denominator is the Construction Costs Index in effect on January 1, 2012, in the case of the first Adjustment Date, or the Construction Costs Index used for the last Adjustment Date, in the case of all adjustments after the first Adjustment Date.

2. On July 1, 2012, and on July 1<sup>st</sup> of each year thereafter in which the Fire Protection Development Fee is in effect (hereinafter the "Adjustment Date"), the amount of the inflation-adjusted Development Fee per Dwelling Unit and per 1,000 square feet of gross floor area of non-residential development, shall be automatically adjusted to account for inflationary increases by multiplying the then existing inflation-adjusted Fire Protection Development Fee by the Inflationary Index Factor as defined in paragraph B(1) above.

3. Provided, however, that nothing herein shall prevent the City Council from electing, by ordinance, to retain the then existing Fire Protection Development Fee for any given fiscal year, years, or other specified time period. After the time period set forth by the ordinance retaining the existing Fire Protection Development Fee for any given time period, the Fire Protection Development Fee shall automatically be adjusted as established herein.

Section 8-11-6 Library Facilities Development Fee

A. Baseline Development Fee. All new residential development within the City of Coolidge shall be subject to the payment of a Library Facilities Development Fee payable at the time of building

permit issuance by the City, pursuant to the terms and condition of this Article and in the amount as set forth in this Article. The baseline Library Facilities Development Fee shall be:

<u>Residential Development</u>	<u>Per Dwelling Unit</u>
Single Family Detached	\$584.03
All other Housing Types	\$479.70

B. Inflation Adjustments to Baseline Development Fee.

1. Beginning March 1, 2012, on or before March 1<sup>st</sup> of each year in which the Library Facilities Development Fee is in effect, the City Manager, or his designee, shall calculate and present to the City Council an Inflation Adjustment Factor which shall be applied to determine the inflation-adjusted Library Facilities Development Fee on the next Adjustment Date, as defined in subsection 2 of this Paragraph B. The Inflationary Index Factor shall be the fraction whose numerator is the index figure stated as the Construction Costs Index as published by Engineering News Record (ENR) for the month of January immediately preceding the Adjustment Date and whose denominator is the Construction Costs Index in effect on January 1, 2012, in the case of the first Adjustment Date, or the Construction Costs Index used for the last Adjustment Date, in the case of all adjustments after the first Adjustment Date.

2. On July 1, 2012, and on July 1<sup>st</sup> of each year thereafter in which the Library Facilities Development Fee is in effect (hereinafter the "Adjustment Date"), the amount of the inflation-adjusted Development Fee per Dwelling Unit shall be automatically adjusted to account for inflationary increases by multiplying the then existing inflation-adjusted Library Facilities Development Fee by the Inflationary Index Factor as defined in paragraph B(1) above.

3. Provided, however, that nothing herein shall prevent the City Council from electing, by ordinance, to retain the then existing Library Facilities Development Fee for any given fiscal year, years, or other specified time period. After the time period set forth by the ordinance retaining the existing Library Facilities Development Fee for any given time period, the Library Facilities Development Fee shall automatically be adjusted as established herein.

Section 8-11-7 Parks and Recreational Facilities Development Fee

A. Baseline Development Fee. All new residential development within the City of Coolidge shall be subject to the payment of a Parks and Recreational Facilities Development Fee payable at the time of building permit issuance by the City, pursuant to the terms and condition of this Article and in the amount as set forth in this Article. The baseline Parks and Recreational Facilities Development Fee shall be:

<u>Residential Development</u>	<u>Per Dwelling Unit</u>
Single Family Detached	\$3,335
All other Housing Types	\$2,741

B. Inflation Adjustments to Baseline Development Fee.

1. Beginning March 1, 2012, on or before March 1<sup>st</sup> of each year in which the Parks and Recreational Facilities Development Fee is in effect, the City Manager, or his designee, shall calculate and present to the City Council an Inflation Adjustment Factor which shall be applied to determine the inflation-adjusted Parks and Recreational Facilities Development Fee on the next

Adjustment Date, as defined in subsection 2 of this Paragraph B. The Inflationary Index Factor shall be the fraction whose numerator is the index figure stated as the Construction Costs Index as published by Engineering News Record (ENR) for the month of January immediately preceding the Adjustment Date and whose denominator is the Construction Costs Index in effect on January 1, 2012, in the case of the first Adjustment Date, or the Construction Costs Index used for the last Adjustment Date, in the case of all adjustments after the first Adjustment Date.

2. On July 1, 2012, and on July 1<sup>st</sup> of each year thereafter in which the Parks and Recreational Facilities Development Fee is in effect (hereinafter the "Adjustment Date"), the amount of the inflation-adjusted Development Fee per Dwelling Unit shall be automatically adjusted to account for inflationary increases by multiplying the then existing inflation-adjusted Parks and Recreational Facilities Development Fee by the Inflationary Index Factor as defined in paragraph B(1) above.

3. Provided, however, that nothing herein shall prevent the City Council from electing, by ordinance, to retain the then existing Parks and Recreational Facilities Development Fee for any given fiscal year, years, or other specified time period. After the time period set forth by the ordinance retaining the existing Parks and Recreational Facilities Development Fee for any given time period, the Parks and Recreational Facilities Development Fee shall automatically be adjusted as established herein.

Section 8-11-8 Police Facilities Development Fee

A. Baseline Development Fee. All new residential and non-residential development within the City of Coolidge shall be subject to the payment of a Police Facilities Development Fee payable at the time of building permit issuance by the City, pursuant to the terms and condition of this Article and in the amount as set forth in this Article. The baseline Police Facilities Development Fee shall be:

<u>Residential Development</u>	<u>Per Dwelling Unit</u>
Single Family Detached	\$697
All other Housing Types	\$573
<u>Non-Residential Development</u>	<u>Per 1,000 Square Feet</u>
Commercial/Shopping Center 25,000 square feet or less	\$1,702
Commercial/Shopping Center 25,001 - 50,000 square feet	\$1,579
Commercial/Shopping Center 50,001 - 100,000 square feet	\$1,381
Commercial/Shopping Center 100,001 - 200,000 square feet	\$1,196
Commercial/Shopping Center over 200,000 square feet	\$1,026
Office/Institutional 10,000 square feet or less	\$794
Office/Institutional 10,001 - 25,000 square feet	\$643
Office/Institutional 25,001 - 50,000 square feet	\$549
Office/Institutional 50,001 - 100,000 square feet	\$468
Office/Institutional over 100,000 square feet	\$398
Business Park	\$447
Light Industrial	\$244
Warehousing	\$174
Mini-warehousing	\$87
Manufacturing	\$134
Hotel (per room)	\$197

<u>Commercial Infill Overlay Zone</u>	<u>Per 1,000 Square Feet</u>
Commercial/Shopping Center 25,000 square feet or less	\$1,702
Commercial/Shopping Center 25,001 – 50,000 square feet	\$1,579
Commercial/Shopping Center 50,001 – 100,000 square feet	\$1,381
Commercial/Shopping Center 100,001 – 200,000 square feet	\$1,196
Commercial/Shopping Center over 200,000 square feet	\$1,026

B. Inflation Adjustments to Baseline Development Fee.

1. Beginning March 1, 2012, on or before March 1<sup>st</sup> of each year in which the Police Facilities Development Fee is in effect, the City Manager, or his designee, shall calculate and present to the City Council an Inflation Adjustment Factor which shall be applied to determine the inflation-adjusted Police Facilities Development Fee on the next Adjustment Date, as defined in subsection 2 of this Paragraph B. The Inflationary Index Factor shall be the fraction whose numerator is the index figure stated as the Construction Costs Index as published by Engineering News Record (ENR) for the month of January immediately preceding the Adjustment Date and whose denominator is the Construction Costs Index in effect on January 1, 2012, in the case of the first Adjustment Date, or the Construction Costs Index used for the last Adjustment Date, in the case of all adjustments after the first Adjustment Date.

2. On July 1, 2012, and on July 1<sup>st</sup> of each year thereafter in which the Police Facilities Development Fee is in effect (hereinafter the "Adjustment Date"), the amount of the inflation-adjusted Development Fee per Dwelling Unit and per 1,000 square feet of gross floor area of non-residential development, shall be automatically adjusted to account for inflationary increases by multiplying the then existing inflation-adjusted Police Facilities Development Fee by the Inflationary Index Factor as defined in paragraph B(1) above.

3. Provided, however, that nothing herein shall prevent the City Council from electing, by ordinance, to retain the then existing Police Facilities Development Fee for any given fiscal year, years, or other specified time period. After the time period set forth by the ordinance retaining the existing Police Facilities Development Fee for any given time period, the Police Facilities Development Fee shall automatically be adjusted as established herein.

Section 8-11-9 Wastewater Facilities Development Fee

A. All new residential and non-residential development within the City of Coolidge shall be subject to the payment of a Wastewater Facilities Development Fee payable at the time of building permit issuance by the City, pursuant to the terms and condition of this Article and in the amount as follows:

<u>All Development</u>		<u>Per Meter</u>
Inches	Type	
0.75	Displacement	\$2,551
1.00	Displacement	\$3,649
1.50	Displacement	\$6,200
2.00	Compound/Turbine	\$12,046
3.00	Compound	\$19,259
3.00	Turbine	\$38,923
4.00	Compound	\$43,654
4.00	Turbine	\$62,000

6.00	Compound	\$74,789
6.00	Turbine	\$120,453
8.00	Compound	\$150,354
8.00	Turbine	\$194,616

**B. Inflation Adjustments to Sewer Treatment and Collection Development Fee.**

1. Beginning March 1, 2012, on or before March 1<sup>st</sup> of each year in which the Wastewater Facilities Development Fee is in effect, the City Manager, or his designee, shall calculate and present to the City Council an Inflation Adjustment Factor which shall be applied to the Wastewater Facilities Development Fee on the next Adjustment Date, as defined in subsection 2 of this Paragraph B. The Inflationary Index Factor shall be the fraction whose numerator is the index figure stated as the Construction Costs Index as published by Engineering News Record (ENR) for the month of January immediately preceding the Adjustment Date and whose denominator is the Construction Costs Index in effect on January 1, 2012, in the case of the first Adjustment Date, or the Construction Costs Index used for the last Adjustment Date, in the case of all adjustments after the first Adjustment Date.

2. On July 1, 2012, and on July 1<sup>st</sup> of each year thereafter in which the Wastewater Facilities Development Fee is in effect (hereinafter the "Adjustment Date"), the amount of the Wastewater Facilities Development Fee shall be automatically adjusted to account for inflationary increases by multiplying the then existing Wastewater Facilities Development Fee by the Inflationary Index Factor as defined in paragraph B(1) above.

3. Provided, however, that nothing herein shall prevent the City Council from electing, by ordinance, to retain the then existing Wastewater Facilities Development Fee for any given fiscal year, years, or other specified time period. After the time period set forth by the ordinance retaining the existing Wastewater Facilities Development Fee for any given time period, the Wastewater Facilities Development Fee shall automatically be adjusted as established herein.

**Section 8-11-10      Transportation Facilities Development Fee**

A. **Baseline Development Fee.** All new residential and non-residential development within the City of Coolidge shall be subject to the payment of a Transportation Facilities Development Fee payable at the time of building permit issuance by the City, pursuant to the terms and condition of this Article and in the amount as set forth in this Article. The baseline Transportation Facilities Development Fee shall be:

<b><u>Residential Development</u></b>	<b><u>Per Dwelling Unit</u></b>
Single Family Detached	\$1,970.26
All other Housing Types	\$1,026.84

<b><u>Non-Residential Development</u></b>	<b><u>Per 1,000 Square Feet</u></b>
Commercial/Shopping Center 25,000 square feet or less	\$5,953.66
Commercial/Shopping Center 25,001 - 50,000 square feet	\$5,172.40
Commercial/Shopping Center 50,001 - 100,000 square feet	\$4,319.34
Commercial/Shopping Center 100,001 - 200,000 square feet	\$3,697.11
Commercial/Shopping Center over 200,000 square feet	\$3,142.04
Office/Institutional 10,000 square feet or less	\$2,404.98
Office/Institutional 10,001 - 25,000 square feet	\$1,947.15
Office/Institutional 25,001 - 50,000 square feet	\$1,661.10

Office/Institutional 50,001 - 100,000 square feet	\$1,416.04
Office/Institutional over 100,000 square feet	\$1,531.00
Business Park	\$1,354.57
Light Industrial	\$739.93
Warehousing	\$526.68
Mini-warehousing	\$265.56
Manufacturing	\$405.03
Hotel (per room)	\$597.30

<b><u>Commercial Infill Overlay Zone</u></b>	<b><u>Per 1,000 Square Feet</u></b>
Commercial/Shopping Center 25,000 square feet or less	\$3,372.20
Commercial/Shopping Center 25,001 – 50,000 square feet	\$3,103.44
Commercial/Shopping Center 50,001 – 100,000 square feet	\$2,591.60
Commercial/Shopping Center 100,001 – 200,000 square feet	\$2,218.26
Commercial/Shopping Center over 200,000 square feet	\$1,885.22

**B. Inflation Adjustments to Baseline Development Fee.**

1. Beginning March 1, 2012, on or before March 1<sup>st</sup> of each year in which the Transportation Facilities Development Fee is in effect, the City Manager, or his designee, shall calculate and present to the City Council an Inflation Adjustment Factor which shall be applied to determine the Transportation Facilities Development Fee on the next Adjustment Date, as defined in subsection 2 of this Paragraph B. The Inflationary Index Factor shall be the fraction whose numerator is the index figure stated as the Construction Costs Index as published by Engineering News Record (ENR) for the month of January immediately preceding the Adjustment Date and whose denominator is the Construction Costs Index in effect on January 1, 2012, in the case of the first Adjustment Date, or the Construction Costs Index used for the last Adjustment Date, in the case of all adjustments after the first Adjustment Date.

2. On July 1, 2012, and on July 1<sup>st</sup> of each year thereafter in which the Transportation Facilities Development Fee is in effect (hereinafter the "Adjustment Date"), the amount of the inflation-adjusted Development Fee per Dwelling Unit and per 1,000 square feet of gross floor area of non-residential development, shall be automatically adjusted to account for inflationary increases by multiplying the then existing inflation-adjusted Transportation Facilities Development Fee by the Inflationary Index Factor as defined in paragraph B(1) above.

3. Provided, however, that nothing herein shall prevent the City Council from electing, by ordinance, to retain the then existing Transportation Facilities Development Fee for any given fiscal year, years, or other specified time period. After the time period set forth by the ordinance retaining the existing Transportation Facilities Development Fee for any given time period, the Transportation Facilities Development Fee shall automatically be adjusted as established herein.

**ORDINANCE NUMBER 11-17**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, ADOPTING "AMENDMENT TO ARTICLE 8-11 OF THE CODE OF THE CITY OF COOLIDGE, ARIZONA", BY REFERENCE WHICH AMENDS AND REPLACES IN ITS ENTIRETY ARTICLE 8-11 OF THE CODE OF THE CITY OF COOLIDGE, ARIZONA, RELATING TO DEVELOPMENT FEES AND PROVIDING FOR SEVERABILITY AND THE EFFECTIVE DATE THEREOF.**

**WHEREAS**, pursuant to A.R.S. §9-463.05, the City of Coolidge may assess development fees to offset costs to the municipality associated with providing necessary public services to new development; and

**WHEREAS**, Article 8-11 of the Code of the City of Coolidge sets forth the City's Development Fee Code and procedures for the imposition, calculation, collection, expenditure and administration of any development impact fees imposed on new development; and

**WHEREAS**, the City of Coolidge on January 12, 2009 approved Ordinance 09-02 establishing a Development Fee Schedule based on a Infrastructure Improvements Plan and Development Fee Study adopted in compliance with the then in effect provisions of A.R.S. §9-463.05; and

**WHEREAS**, the Arizona Legislature recently made comprehensive changes to A.R.S. §9-463.05, including changes that prohibit the imposition of Development Fees for certain categories of public services that were included in the Infrastructure Improvements Plan and Development Fee Study adopted by the Council on January 12, 2009; and

**WHEREAS**, those legislative changes to A.R.S. §9-463.05 prohibit the collection of fees related to such ineligible categories after January 1, 2012; and

**WHEREAS**, Article 8-11 and the Development Fee Schedule has been revised to comply with the legislative changes to A.R.S. §9-463.05.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AS FOLLOWS:**

**SECTION 1.** Pursuant to Arizona Revised Statutes Section 9-802, that certain document known as "Amendment to Article 8-11 of the Code of the City of Coolidge, Arizona," three copies of which are on file in the office of the City Clerk of the City of Coolidge, Arizona, which document was made a public record by Resolution No. 11-48 of the City of Coolidge, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

**SECTION 2.** Article 8-11 of the Code of the City of Coolidge, Arizona and all amendments thereto are hereby repealed in their entirety and replaced with the language set forth in "Amendment

to Article 8-11 of the Code of the City of Coolidge, Arizona” which was made public record by Resolution No. 11-48 of the City of Coolidge, Arizona.

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**SECTION 4.** This Ordinance shall become effective January 1, 2012.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Coolidge, Arizona, this 12<sup>th</sup> day of December, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**ATTACHMENT A**

**Table 1-11 Wastewater Plant Capacity Development Fee as of  
1/1/12**

All Development Types		
Inches	Type	Per Meter
0.75	Displacement	\$2,551.00
1	Displacement	\$3,649.00
1.5	Displacement	\$6,200.00
2	Compound/Tur	\$12,046.00
3	Compound	\$19,259.00
3	Turbine	\$38,923.00
4	Compound	\$43,654.00
4	Turbine	\$62,000.00
6	Compound	\$74,789.00
6	Turbine	\$120,453.00
8	Compound	\$150,354.00
8	Turbine	\$194,616.00

**ATTACHMENT A**

**Table 2-11 Development Fees for New Construction Permits - Effective January 1, 2011**

	Fire/EMS	Library	Parks/Rec	Police	Transportation	Total
Residential Development Fee Per Unit						
Single Family Detached	\$954.00	\$584.03	\$3,335.00	\$697.00	\$1,970.26	\$7,540.29
All other Housing Types	\$784.00	\$479.70	\$2,741.00	\$573.00	\$1,026.84	\$5,604.54
Non-Residential Development Fee Per 1,000 sq. ft. of Building(s)						
Commercial/Shopping Center 25,000 Sq. Ft. or less	\$919.00	\$0.00	\$0.00	\$1,702.00	\$5,953.66	\$8,574.66
Commercial/Shopping Center 25,001 - 50,000 Sq. Ft.	\$789.00	\$0.00	\$0.00	\$1,579.00	\$5,172.40	\$7,540.40
Commercial/Shopping Center 50,001 - 100,000 Sq. Ft.	\$690.00	\$0.00	\$0.00	\$1,381.00	\$4,319.34	\$6,390.34
Commercial/Shopping Center 100,001 - 200,000 Sq. Ft.	\$612.00	\$0.00	\$0.00	\$1,196.00	\$3,697.11	\$5,505.11
Commercial/Shopping Center Over 200,000 Sq. Ft.	\$552.00	\$0.00	\$0.00	\$1,026.00	\$3,142.04	\$4,720.04
Office/Institutional 10,000 Sq. Ft. or less	\$1,236.00	\$0.00	\$0.00	\$794.00	\$2,404.98	\$4,434.98
Office/Institutional 10,001 - 25,000 sq. ft.	\$1,145.00	\$0.00	\$0.00	\$643.00	\$1,947.15	\$3,735.15
Office/Institutional 25,001 - 50,000 Sq. Ft.	\$1,079.00	\$0.00	\$0.00	\$549.00	\$1,661.10	\$3,289.10
Office/Institutional 50,001 - 100,000 Sq. Ft.	\$1,018.00	\$0.00	\$0.00	\$468.00	\$1,416.04	\$2,902.04
Office/Institutional over 100,000 Sq. Ft.	\$924.00	\$0.00	\$0.00	\$398.00	\$1,531.00	\$2,853.00
Business Park	\$872.00	\$0.00	\$0.00	\$447.00	\$1,354.57	\$2,673.57
Light Industrial	\$637.00	\$0.00	\$0.00	\$244.00	\$739.93	\$1,620.93
Warehousing	\$353.00	\$0.00	\$0.00	\$174.00	\$526.38	\$1,053.38
Mini-warehouse	\$11.00	\$0.00	\$0.00	\$87.00	\$265.56	\$363.56
Manufacturing	\$494.00	\$0.00	\$0.00	\$134.00	\$405.03	\$1,033.03
Hotel (per room)	\$121.00	\$0.00	\$0.00	\$197.00	\$597.30	\$915.30

**Table 3-11 Dev. Fees for New Commercial Permits Commercial Infill Overlay Zone - Effective January 1, 2011**

	Fire/EMS	Library	Parks/Rec	Police	Transportation	Total
Non-Residential Development Fee Per 1,000 sq. ft. of Building(s)						
Commercial/Shopping Center 25,000 Sq. Ft. or less	\$919.00	\$0.00	\$0.00	\$1,702.00	\$3,572.20	\$6,193.20
Commercial/Shopping Center 25,001 - 50,000 Sq. Ft.	\$789.00	\$0.00	\$0.00	\$1,579.00	\$3,103.44	\$5,471.44
Commercial/Shopping Center 50,001 - 100,000 Sq. Ft.	\$690.00	\$0.00	\$0.00	\$1,381.00	\$2,591.60	\$4,662.60
Commercial/Shopping Center 100,001 - 200,000 Sq. Ft.	\$612.00	\$0.00	\$0.00	\$1,196.00	\$2,218.26	\$4,026.26
Commercial/Shopping Center Over 200,000 Sq. Ft.	\$552.00	\$0.00	\$0.00	\$1,026.00	\$1,885.22	\$3,463.22

**Development Fee Comparison**

	Table 2-09 Development Fees for New Construction Permits - As of December 2011									
	Fire/EMS	Gen Govt.	Library	Parks/Rec	Police	Solid Waste	Transportation	Total		
Residential Development Fee Per Unit										
Single Family Detached	\$954.00	\$914.00	\$599.00	\$3,410.00	\$697.00	\$309.00	\$2,291.00	\$9,174.00		
All other Housing Types	\$784.00	\$751.00	\$492.00	\$2,803.00	\$573.00	\$309.00	\$1,194.00	\$6,908.00		
Non-Residential Development Fee Per 1,000 sq. ft. of Building(s)										
Commercial/Shopping Center 25,000 Sq. Ft. or less	\$918.00	\$978.00	\$0.00	\$0.00	\$1,702.00	\$309.00	\$7,712.00	\$11,618.00		
Commercial/Shopping Center 25,001 - 50,000 Sq. Ft.	\$789.00	\$839.00	\$0.00	\$0.00	\$1,579.00	\$309.00	\$6,700.00	\$10,216.00		
Commercial/Shopping Center 50,001 - 100,000 Sq. Ft.	\$690.00	\$733.00	\$0.00	\$0.00	\$1,381.00	\$309.00	\$5,595.00	\$8,708.00		
Commercial/Shopping Center 100,001 - 200,000 Sq. Ft.	\$612.00	\$651.00	\$0.00	\$0.00	\$1,198.00	\$309.00	\$4,789.00	\$7,557.00		
Commercial/Shopping Center Over 200,000 Sq. Ft.	\$552.00	\$586.00	\$0.00	\$0.00	\$1,028.00	\$309.00	\$4,070.00	\$6,543.00		
Office/Institutional 10,000 Sq. Ft. or less	\$1,236.00	\$1,314.00	\$0.00	\$0.00	\$794.00	\$309.00	\$3,052.00	\$6,705.00		
Office/Institutional 25,001 - 50,000 Sq. Ft.	\$1,145.00	\$1,217.00	\$0.00	\$0.00	\$643.00	\$309.00	\$2,471.00	\$5,785.00		
Office/Institutional 50,001 - 100,000 Sq. Ft.	\$1,078.00	\$1,147.00	\$0.00	\$0.00	\$549.00	\$309.00	\$2,108.00	\$5,192.00		
Office/Institutional over 100,000 Sq. Ft.	\$924.00	\$982.00	\$0.00	\$0.00	\$488.00	\$309.00	\$1,797.00	\$4,674.00		
Business Park	\$872.00	\$927.00	\$0.00	\$0.00	\$447.00	\$309.00	\$1,719.00	\$4,274.00		
Light Industrial	\$637.00	\$677.00	\$0.00	\$0.00	\$244.00	\$309.00	\$939.00	\$2,806.00		
Warehouse	\$553.00	\$575.00	\$0.00	\$0.00	\$174.00	\$309.00	\$668.00	\$1,879.00		
Mini-Warehouse	\$111.00	\$111.00	\$0.00	\$0.00	\$87.00	\$309.00	\$337.00	\$755.00		
Manufacturing	\$494.00	\$525.00	\$0.00	\$0.00	\$134.00	\$309.00	\$514.00	\$1,976.00		
Hotel (per room)	\$121.00	\$129.00	\$0.00	\$0.00	\$197.00	\$309.00	\$758.00	\$1,514.00		

	Table 2-11 Development Fees for New Construction Permits - Effective January 1, 2011									
	Fire/EMS	Gen Govt.	Library	Parks/Rec	Police	Solid Waste	Transportation	Total		
Residential Development Fee Per Unit										
Single Family Detached	\$954.00		\$584.03	\$3,335.00	\$697.00	\$309.00	\$1,970.26	\$7,540.29		
All other Housing Types	\$784.00		\$479.79	\$2,741.00	\$573.00	\$309.00	\$1,026.84	\$5,604.54		
Non-Residential Development Fee Per 1,000 sq. ft. of Building(s)										
Commercial/Shopping Center 25,000 Sq. Ft. or less	\$919.00		\$0.00	\$0.00	\$1,702.00	\$309.00	\$5,953.66	\$8,574.66		
Commercial/Shopping Center 25,001 - 50,000 Sq. Ft.	\$789.00		\$0.00	\$0.00	\$1,579.00	\$309.00	\$5,172.40	\$7,540.40		
Commercial/Shopping Center 50,001 - 100,000 Sq. Ft.	\$690.00		\$0.00	\$0.00	\$1,381.00	\$309.00	\$4,319.34	\$6,390.34		
Commercial/Shopping Center 100,001 - 200,000 Sq. Ft.	\$612.00		\$0.00	\$0.00	\$1,198.00	\$309.00	\$3,697.11	\$5,505.11		
Commercial/Shopping Center Over 200,000 Sq. Ft.	\$552.00		\$0.00	\$0.00	\$1,028.00	\$309.00	\$3,142.04	\$4,434.98		
Office/Institutional 10,000 Sq. Ft. or less	\$1,236.00		\$0.00	\$0.00	\$794.00	\$309.00	\$2,404.98	\$4,434.98		
Office/Institutional 25,001 - 50,000 Sq. Ft.	\$1,145.00		\$0.00	\$0.00	\$643.00	\$309.00	\$1,947.15	\$3,735.15		
Office/Institutional 50,001 - 100,000 Sq. Ft.	\$1,079.00		\$0.00	\$0.00	\$549.00	\$309.00	\$1,661.10	\$3,289.10		
Office/Institutional over 100,000 Sq. Ft.	\$924.00		\$0.00	\$0.00	\$468.00	\$309.00	\$1,416.04	\$2,902.04		
Business Park	\$872.00		\$0.00	\$0.00	\$447.00	\$309.00	\$1,354.57	\$2,673.57		
Light Industrial	\$637.00		\$0.00	\$0.00	\$244.00	\$309.00	\$739.93	\$1,620.93		
Warehouse	\$553.00		\$0.00	\$0.00	\$174.00	\$309.00	\$526.38	\$1,053.38		
Mini-Warehouse	\$111.00		\$0.00	\$0.00	\$87.00	\$309.00	\$265.56	\$363.56		
Manufacturing	\$494.00		\$0.00	\$0.00	\$134.00	\$309.00	\$405.03	\$1,033.03		
Hotel (per room)	\$121.00		\$0.00	\$0.00	\$197.00	\$309.00	\$597.30	\$915.30		

REDUCTION IN DOLLARS	REDUCTION %
\$1,633.72	17.81%
\$1,301.46	18.85%
\$3,043.34	26.20%
\$2,675.60	26.19%
\$2,317.66	26.62%
\$2,051.89	27.15%
\$1,822.96	27.86%
\$2,270.02	33.86%
\$2,049.85	35.43%
\$1,902.90	36.65%
\$1,771.96	37.91%
\$1,291.00	31.15%
\$1,600.43	37.45%
\$1,185.07	42.23%
\$825.62	43.94%
\$391.44	51.85%
\$942.97	47.72%
\$598.70	39.54%

## Development Fee Comparison

<b>Table 3-11 Dev. Fees for New Commercial Permits Commercial Infill Overlay Zone - Effective January 1, 2011</b>									
	Fire/EMS	Gen Govt.	Library	Parks/Rec	Police	Solid Waste	Transportation	Total	
Non-Residential Development Fee Per 1,000 sq. ft. of Building(s)									
Commercial/Shopping Center 25,000 Sq. Ft. or less	\$919.00		\$0.00	\$0.00	\$1,702.00		\$3,572.20		\$6,193.20
Commercial/Shopping Center 25,001 - 50,000 Sq. Ft.	\$789.00		\$0.00	\$0.00	\$1,379.00		\$3,103.44		\$5,471.44
Commercial/Shopping Center 50,001 - 100,000 Sq. Ft.	\$690.00		\$0.00	\$0.00	\$1,381.00		\$2,591.60		\$4,662.60
Commercial/Shopping Center 100,001 - 200,000 Sq. Ft.	\$612.00		\$0.00	\$0.00	\$1,196.00		\$2,218.26		\$4,026.26
Commercial/Shopping Center Over 200,000 Sq. Ft.	\$552.00		\$0.00	\$0.00	\$1,026.00		\$1,885.22		\$3,463.22

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

<b>SUBJECT:</b> Authorization to execute a contract amendment to extend the EECBG (State) Grant until December 31, 2011.	<b>STAFF PRESENTER:</b> Jill Dusenberry, Assistant City Manager
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**RECOMMENDATION:**

Authorize the City Manger to execute the contract amendment to extend the EECBG grant until May 30, 2012.

**DISCUSSION:**

In September 2011 an amendment to extend the Energy Efficiency Conservation Block Grant through both the Arizona Department of Commerce Energy Office through December 31, 2011. On November 30<sup>th</sup>, we issued a notice for bids for the replacement of HVAC equipment. Since federal bidding requires a 30 day bid period, bids will not be due until early January 2012. We anticipate presenting the bid responses to Council on January 24, 2012 for award. After the contract is executed we anticipate that the selected contractor will need 8 to 12 weeks to order a portion of the units. This brings us to early April 2012 before installation can begin. This amendment extends the term of the grant until May 2012.

To date we have expended or committed \$37,000 of the \$86,474.47 provided by the state. The balance of the state funds will be used to replace the HVAC units in selected city buildings.

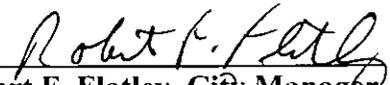
**FISCAL IMPACT:**

No changes to the original contract amounts.

**ATTACHMENTS:**

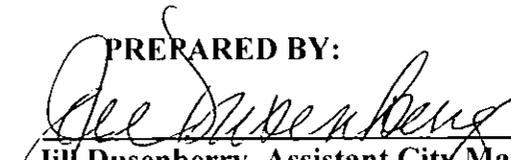
- Contract Amendment
- Timeline

**REVIEWED BY:**

  
 Robert F. Flatley, City Manager

  
 Lisa Pannella, Finance Director

**PREPARED BY:**

  
 Jill Dusenberry, Assistant City Manager

Reviewed by email  
 Denis Fitzgibbons, City Attorney

# Contract Amendment



City of Coolidge  
130 W. Central Ave  
Coolidge, AZ 85128-4406  
Attn: Bob Flatley

Contract No.: 016-10-10

Amendment No.: 4

Page 1 of 1



GOVERNOR'S  
OFFICE OF ENERGY POLICY

1700 W. Washington, Suite 220  
Phoenix, Arizona 85007

## This contract is amended as follows:

1. In accordance with the contract Special Terms and Conditions, paragraph 1. Term of the Contract, the term of this contract is extended to May 30, 2012.
2. The contractor must submit a detailed timeline that includes the dates of project solicitation, pre-bid, pre-construction and project ending for each EECBG activity.
3. Contractors must provide bi-weekly email status reports to the EECBG Program Manager.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTAND OF THE ABOVE ADMENDMENT:		THE ABOVE REFERENCED AMENDMENT IS HEREBY EXECUTED ON BEHALF OF THE GOVERNOR'S OFFICE OF ENERGY BY:	
SIGNATURE	DATE	SIGNATURE	DATE
		LEISA BRUG, DIRECTOR Or Authorized Signatory	

# Contract Amendment



City of Coolidge  
130 W. Central Ave  
Coolidge, AZ 85128-4406  
Attn: Bob Flatley

Contract No.: 016-10-10

Amendment No.: 4

Page 1 of 1



GOVERNOR'S  
OFFICE OF ENERGY POLICY

1700 W. Washington, Suite 220

Phoenix, Arizona 85007

## This contract is amended as follows:

1. In accordance with the contract Special Terms and Conditions, paragraph 1. Term of the Contract, the term of this contract is extended to May 30, 2012.
2. The contractor must submit a detailed timeline that includes the dates of project solicitation, pre-bid, pre-construction and project ending for each EECBG activity.
3. Contractors must provide bi-weekly email status reports to the EECBG Program Manager.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTAND OF THE ABOVE ADMENDMENT:		THE ABOVE REFERENCED AMENDMENT IS HEREBY EXECUTED ON BEHALF OF THE GOVERNOR'S OFFICE OF ENERGY BY:	
SIGNATURE	DATE	SIGNATURE	DATE
		LEISA BRUG, DIRECTOR Or Authorized Signatory	

Arizona Energy Office

Request for Amendment #3 - timeline

<b>Date</b>	<b>Action</b>
Week 8/29/2011	Obtain quotes on installation costs for Bard unit at WTF - Finance requested additional information.
Week 12/5/2011	Issue PO for Bard units at WTF
Week of 10/31/2011	Finalize RFP for HVAC units to be replaced in city buildings Forward RFP to City Attorney for Review
Week 11/21/2011	RFP advertisement to paper Finalize bid packet with current Davis Bacon Wage Rate Determination
11/30/2011	Advertise RFP in Coolidge Examiner
1/4/2012	Bid closes for HVAC units
1/24/2012	City Council Awards Bid
1/25/2012	Contract Executed
1/30/2012	Notice to proceed issues
February 2012	Bard units, WTF installed
Feb & March 2012	Equipment ordered and units installed
5/30/2012	Contract ends

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

<b>SUBJECT: Amendment to extend the contract term for ADOH Contract #139-10 Regional CDBG Owner Occupied Housing Rehabilitation</b>	<b>STAFF PRESENTER: Jill Dusenberry, Assistant City Manager</b>
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**RECOMMENDATION:**

Authorize staff to request an amendment to the above reference contract to extend the term end date from December 31, 2011 until June 30, 2012 and authorize the Mayor to execute the amendment once presented and reviewed by the City Attorney.

**DISCUSSION:**

We are currently under construction for a housing unit on W. Hess under this contract. We anticipate construction to be completed by the end of January 2012 however the contract ends on December 31<sup>st</sup>, 2011.

Originally, the application proposed to serve two housing units. To date we have completed construction on two housing units and have been able to stretch the funding to serve a third unit. Staff was hoping that the contractor would complete the third unit ahead of schedule however it appears at this time that the contract will need until the end of January 2012 to complete this unit.

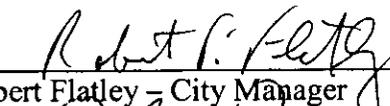
**FISCAL IMPACT:**

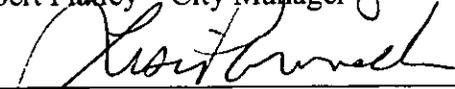
No fiscal impact. Request is for an extension of the contract term.

**Attachments**

None

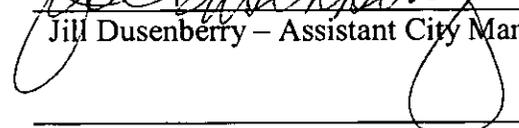
**REVIEWED BY:**

  
Robert Flatley – City Manager

  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
Jill Dusenberry – Assistant City Manager

  
Denis Fitzgibbons – City Attorney



# City of Coolidge

130 W. Central Avenue  
Coolidge, Arizona 85228  
(520) 723-5361

TDD: (520) 723-4653 / Fax: (520) 723-7910

November 23, 2011

Katherine E. Blodgett  
Community Revitalization Manager  
Arizona Department of Housing  
1110 West Washington, Suite 310  
Phoenix, Arizona 85007

RE: CDBG Contract #139-10  
Regional Account – Owner Occupied Housing Rehabilitation

Dear Ms. Blodgett:

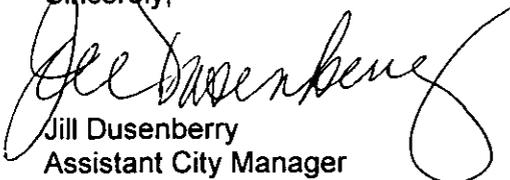
The City of Coolidge is writing to request a six-month extension to the above referenced contract. This contract will expire on December 31, 2011 and we currently have a unit under construction which will not be completed until the end of January 2012.

We experienced a delay in the construction start on this unit while the family resolved payment issues regarding utilities. Construction is on target to be completed in January 2012 however construction will not be completed before the end of the contract. The City of Coolidge' originally anticipated serving two units under this contact has been able to serve three units due the drop in construction costs,

At this time I have asked for this amendment request to be added to the Coolidge City Council agenda for December 12, 2011 (next available meeting date). I have forwarded this information to you at this time in case you have any concerns regarding our request. I will submit the assigned 1-R Form once council approves on December 12<sup>th</sup>. I apologize for the delay in submitting this request.

Thank you for your consideration of our request for an extension to the contract. If you have any questions or need any additional information please feel free to contact me at 520-723-6014 or [jilld@coolidgeaz.com](mailto:jilld@coolidgeaz.com).

Sincerely,



Jill Dusenberry  
Assistant City Manager

Cc: Toni Lombardozzi

Police Dept./City Court 110 W. Central Ave. (520) 723-3091	Library 160 W. Central Av (520) 723-6030	Public Works 411 W. S. 1 <sup>st</sup> . St. (520) 723-4882	Parks & Recreation 670 W. Pima Ave. (520) 723-4551	Growth Management 141 W. Main St. (520) 723-6075	Fire Department 103 W. Pinkley (520) 723-5361
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X	Regional - COG:	<b>FORM 1-R</b>	Contract No:139-10	
	State Special Project:		CLC No:	Amendment No: 1

**COMMUNITY DEVELOPMENT BLOCK GRANT  
REVISED APPLICATION COVER SHEET**

<b>1. Applicant and DUNS Number:</b> City of Coolidge 084470558	<b>2. Address:</b> 130 W. Central Ave ,Coolidge, AZ 85228
<b>3. Contact Person:</b> Jill Dusenberry	<b>4. Phone/Fax:</b> 520-723-6014/520-723-7910

**5. Indicate the following information for each of the activities for which you are requesting funds:**

a. Activity # and Name	b. Original CDBG Funds	c. CDBG Funds as of Last Revision	d. Non-CDBG Funds Type* and Revision	e. CDBG Revision Amount and +/- %**	f. New Total CDBG Funds
1.Administration	\$25,500	\$25,500			\$25,500
2. OOHR	\$116,172	\$116,172			\$116,172

\* Types of non-CDBG funds are (1) Leverage, (2) Program Income, or (3) Other.

\*\* Indicate the amount of the revision and percentage of difference from the original application.

<b>6. Total CDBG Funds:</b> \$141,672.00	<b>7. Contract Duration:</b> 24 months
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**8. Describe Revision [attach additional pages as necessary to describe revision(s)]:**  
 The City of Coolidge is requesting a six month contract extension. We originally projected to be able to assist two units in the application. At this time construction work is continuing on unit #3 and work is not anticipated to be completed until the end of January 2012. The construction start on the unit was delayed while the family resolved outstanding utility payment on their accounts. The unit is at 75% completion of construction and we anticipate no problems at this time. Upon completion of this unit we would like to use the balance of construction money (approximately \$8,000) for one or two additional units which need minor rehabilitation. We anticipate being able to expend all funds within the six month contract extension.

**9. List all other contracts affected by this revision (if applicable):**

Contract No. _____	Contract No. _____	Contract No. _____
Contract No. _____	Contract No. _____	Contract No. _____

**10. Certification:** I hereby certify that I have been authorized by the governing body of this entity to make the above changes.

**Signature of Authorized Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (typed):** \_\_\_\_\_ **Title:** \_\_\_\_\_

*For ADOH CDBG Use Only* Revision Approval

Revision No: \_\_\_\_\_ FISCAL YEAR \_\_\_\_\_ Revision Type:  CLC  Amendment

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (typed):** \_\_\_\_\_ **Title:** \_\_\_\_\_

CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM

<b>SUBJECT:</b> Authorization to execute the FY 10 and FY 11 State Special Project Funds - CDBG-Housing Rehabilitation	<b>STAFF PRESENTER:</b> Jill Dusenberry, Assistant City Manager
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**RECOMMENDATION:**

Authorize the Mayor to execute the Funding Agreement between the Arizona Department of Housing and the City of Coolidge for the FY 10 / FY 11 State Special Project Funds.

**DISCUSSION:**

In June, the City of Coolidge submitted an application to the Arizona Department of Housing State Special Project fund for CDBG funds for the city's Housing Rehabilitation Program.

SSP funding is a competitive funding program for programs/activities which are immediately ready to proceed. Under this funding agreement we will be able to assist four owner occupied households below 80% of median income.

The funding for the application is broken out as \$255,000 for hard construction costs and \$45,600 for administration of the program. Due to the competitive nature of the SSP fund we cannot rely upon this funding being available annually. Distribution of SSP funds is based upon a competitive scoring criteria and number of applications submitted. Eighteen applications were submitted for this funding round and the state was able to fund 12 applications.

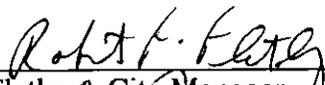
**FISCAL IMPACT:**

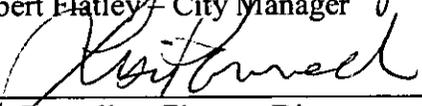
The funding agreement provides \$255,000 for hard construction costs and \$45,000 for administration of the program.

**Attachments**

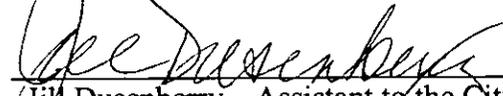
Funding Agreement

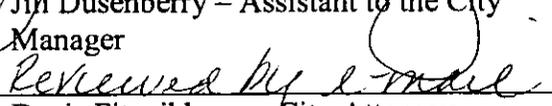
**REVIEWED BY:**

  
 \_\_\_\_\_  
 Robert Flatley - City Manager

  
 \_\_\_\_\_  
 Lisa Pannella - Finance Director

**PREPARED BY:**

  
 \_\_\_\_\_  
 Jill Dusenberry - Assistant to the City Manager

  
 \_\_\_\_\_  
 Denis Fitzgibbons - City Attorney

**FUNDING AGREEMENT**  
**with**  
**ARIZONA DEPARTMENT OF HOUSING**

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**FUNDING AGREEMENT**  
**with**  
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- A Scope of Work
- B Performance Report/Schedule of Completion
- C Budget
- D Request for Payment Form
- E Special Conditions of the Agreement
- F Certification and Other Requirements Relating to Title I or Title II Assistance
- G Authorizing Resolution(s)

AGREEMENT NO. 105-12  
TERMINATION DATE January 15, 2014

FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
CITY OF COOLIDGE  
FOR  
Owner Occupied Housing Rehabilitation

This Funding Agreement is made by and between:

The Arizona Department Of Housing (ADOH), located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")
- Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")
- A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")
- Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")
- Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) ("SPC")
- Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")
- Title III of the Housing and Economic Recovery Act of 2008, Pub. Law 110-289, July 30, 2008, (the Neighborhood Stabilization Program which provides emergency assistance for redevelopment of abandoned and foreclosed homes and multifamily housing)("NSP").

and

CITY OF COOLIDGE  
(Entity)

An Arizona City (Recipient) DUNS # 184470558, located at

130 West Central Avenue  
Street  
Coolidge, AZ 85128-4406  
City State Zip

In consideration of the mutual representations and obligations hereunder ADOH and Recipient agree as follows:

**Section 1. FUNDS PROVIDED**

ADOH agrees to provide \$ \$300,000.00 in the following type of funds to Recipient in accordance with this Agreement.

**CDBG, CFDA # 14.228**  
Federal Fiscal Year 2010      \$173,977.56  
Federal Fiscal Year 2011      \$126,022.44

**HOME, CFDA # 14.239**  
\$ \_\_\_\_\_

**HTF**  
\$ \_\_\_\_\_

**HOPWA, CFDA # 14.241**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**SHP, CFDA # 14.235**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**SPC, CFDA # 14.238**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**NSP, CFDA #**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 2. OTHER FUNDS**

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the **Budget** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

**Section 3. ACCEPTANCE OF FUNDS**

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

#### Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until January 15, 2014 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

#### Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement, as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G, Authorizing Resolution(s)** and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.

- CDBG** funds require adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- HOME** funds require adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) the *State Housing Fund Program Summary and Application Guide* and any revisions thereto.
- The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the *State Housing Fund Program Summary and Application Guide* as revised.
- Special Needs Housing "homeless" funding from SPC** requires adherence to 24 CFR Part 582 as revised.
- Special Needs Housing "homeless" funding from SHP** requires adherence to 24 CFR Part 583 as revised.

- Special Needs Housing “homeless” funding from HOPWA requires adherence to 24 CFR Part 574 as revised.**
- Neighborhood Stabilization Program, NSP, requires adherence to specific reporting requirements described in Attachment A, B & D to this Agreement.**

## Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in **Attachment A**.

**Revisions to Scope of Work.** Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes; and
- (e) The Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes;
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

## Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. The Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

**7.1 Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

- RENTAL Projects funded with HOME OR HTF.** Recipient must submit a

- Bimonthly Progress Report* attached hereto as **Attachment B**. The Bimonthly Progress Report must be submitted to ADOH on the 20<sup>th</sup> of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.
- All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a *Quarterly Progress Report* attached hereto as **Attachment B**. The Quarterly Progress Report must be submitted to ADOH on the 15<sup>th</sup> of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- Special Needs Housing “homeless” funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4**. Recipient shall submit one (1) *HUD Annual Progress Report (APR) document No. 40118*, attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).
- Special Needs Housing “homeless” funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) *HUD Annual Progress Report (APR) document No. 40110-C* attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.
- HTF “Eviction Prevention / Emergency Housing/EPEH” funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4**. Recipient shall submit monthly payment requests accompanied by ADOH generated *Monthly report* attached hereto as **Attachment B** and a bi-annual program narrative report.
- NSP.** Specific reporting requirements for the NSP funding are attached to this Agreement as Attachment A, B & D.

**7.2 Contract Closeout—Completion Reports and Post-Funding Audits.** The Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or

(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed the recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, the Recipient will be required to refund such monies back to ADOH.

#### Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in **Attachment B**.

**Revisions to the Schedule of Completion.** Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- RENTAL Projects funded with HOME OR HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Special Needs Housing "homeless" funding from SPC or SHP.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of*

*Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- HTF "Eviction Prevention/Emergency Housing/EPEH" funding.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

## Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C**. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

**CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
- (b) Additional funding sources are added to the Project;
- (c) Recipient is requesting a change to the grant terms.

**HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Additional funding sources are added to the Project which required a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

The Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. The Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

#### **Section 10. AMENDMENTS AND MODIFICATIONS**

ADOH may consent to amendment or modification of this Agreement upon written request of the Recipient. All amendments or modifications to this agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to the Agreement within 14 business days.

#### **Section 11. ENVIRONMENTAL REVIEW CONDITIONS**

In accordance with 24 CFR 50 and 24 CFR 58 (Environmental Review), the environmental effects of each activity carried out with Federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with environmental review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects Phase I Environmental Assessments are required to be completed on properties for which new

construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

## Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

- CDBG.** If the Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

## Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, SHP, SPC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in **Attachment C**. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal environmental review conditions. Requests for reimbursement must be made using the Arizona Department of Housing *Request for Payment* form hereby incorporated

into this Agreement and attached as **Attachment D**. For construction projects Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

#### **Section 14. FUNDS RECOUPED BY THE RECIPIENT, INTEREST AND PROGRAM INCOME**

**14.1 Definitions.** For purposes of this section the following definitions shall apply:

**"Funds Recouped by the Recipient"** means funds initially provided by ADOH to the Recipient under this Agreement and any matching contributions that are recouped by the Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by the Recipient are subject to all the requirements of Program Income described below with the exception that the Recipient shall not use Funds Recouped by the Recipient for administrative purposes. For this reason, the Recipient must separately account for all Funds Recouped by the Recipient.

**"Interest"** means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to the Recipient under this Agreement.

**"Program Income"** means gross income received by the Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by the Recipient with funds provided by ADOH under this Agreement, less costs incidental to

generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by the Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

#### **14.2 Use of Program Income and Funds Recouped by the Recipient.**

The Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by the Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

The Recipient must return all Program Income, Funds Recouped by the Recipient, and Interest to ADOH within 30 days of receipt.

The Recipient must remit to ADOH any Program Income, Funds Recouped by the Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **30 days** of receipt by Recipient.

### **Section 15. DEOBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS**

**15.1 De-obligation.** ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) the Recipient has completed performance under the *Scope of Work (Attachment A)* without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) the Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) the Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

**15.2 Reallocation of De-obligated HOME or State HTF Funds.** If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program,

ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

**15.3 Reallocation of De-obligated CDBG Funds.** If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to the Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if the Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accord with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

**15.4 Recapture.** ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) the Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work (Attachment A)* and the *Schedule of Completion (Attachment B)* or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

**15.5 Reallocation of Recaptured Funds.** ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

**15.6 Repayment of Funds.** Recipient agrees to repay funds provided under this contract if ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than One Hundred Eighty (180) days following the written determination of non-compliance by ADOH.

## **Section 16. REVERSION OF ASSETS**

**16.1 Funds Remaining at Expiration.** Upon expiration of this Agreement, the Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

**16.2 Real Property Acquired or Improved with CDBG Funds.** Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to the

Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Recipient; or (2) not be used in accordance with 24CFR Part 570.503(b)(8)(i), in which event the Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24CFR Part 570.503 (b)(8)(i).

**16.3 Real Property Acquired or Improved with HOME Funds.** Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

**16.4 Real Property Acquired or Improved With State Housing Trust Funds.** Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

## **Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES**

ADOH shall monitor and evaluate the Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to the Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist the Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves the Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

## Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of the Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

## Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, deobligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) The Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes the Agreement;
- (b) The Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which the Recipient does not commence any of the activities described in the **Scope of Work (Attachment A)** or fails to expend any funds in accordance with the **Budget (Attachment C)** within One hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

## Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A**, **Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall recapture all funds allocated to the Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6**, hereof.

## Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either Party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to the Recipient under this Agreement pursuant to Section 15 hereof.

## Section 22. ENFORCEMENT

**22.1 Remedies for Noncompliance.** If a Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the awarding agency,
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement,
- (d) Withhold further awards to the Recipient's project funded by the award evidenced by this Agreement,
- (e) Recapture funds and terminate contract,
- (f) Withhold future ADOH grant awards from all sources, or
- (g) Take other remedies that may be legally available.

**22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

**22.3 Effects of suspension and termination.** Costs incurred by Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

**22.4 Relationship to debarment and suspension.** The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

### **Section 23. CANCELLATION**

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOH is, at any time while the Agreement or any extension of the Agreement is in effect, be an employee or agent of any other party to the Agreement in any capacity or a consultant to any party of the Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when the Recipient receives written notice of the cancellation unless the notice specifies a later time.

### **Section 24. RECORDS RETENTION**

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain, for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

### **Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS**

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

### **Section 26. AVAILABILITY OF FUNDS**

Payments under this Agreement are subject to the availability of the federal funds provided to the Arizona Department of Housing for the HOME and CDBG programs and

the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### **Section 27. APPLICABLE LAW AND ARBITRATION**

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

#### **Section 28. INDEMNIFICATION**

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State or Arizona, or its employees.

#### **Section 29. FEDERAL GOVERNMENT LIABILITY**

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

#### **Section 30. AUDIT**

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply

shall result in withholding of all present and future ADOH provided funds.

### **Section 31. AUDIT EXCEPTIONS**

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

### **Section 32. UNALLOWABLE USE OF FUNDS**

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

### **Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS**

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

### **Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF**

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

### **Section 35. IDENTIFICATION OF DOCUMENTS**

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, SHP, SPC, HOPWA) or state (HTF) funds used is part of this Agreement as well as acknowledgement of support from ADOH.

### **Section 36. COPYRIGHT**

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

### **Section 37. RIGHTS IN DATA**

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

### **Section 38. FUNDING CONDITIONS**

ADOH will make the funding assistance available to the Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. The Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

### **Section 39. NON-DISCRIMINATION**

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable Federal nondiscrimination

requirements, which may include: Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (42 U.S.C. §3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

#### **Section 40. THIRD PARTY ANTITRUST VIOLATIONS**

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this Agreement.

#### **Section 41. SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Recipient certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the State of Arizona or the Department determines that the Recipient submitted a false certification, the Department may impose remedies as provided by law including cancellation or termination of this Agreement.

#### **Section 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY REQUIREMENT**

- (a) The Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.

- (c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

### Section 43. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of Insurance from the Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

The Recipient and its Subcontractor, at Recipients' and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

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

The Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of the Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. The Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require the Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such

policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

#### 43.1 Required Coverage

**Commercial General Liability.** Recipients shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

**Automobile Liability.** Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**Worker's Compensation.** The Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Recipient.

### 43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

### 43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

## Section 44. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, SHP, SPC, and NSP programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, the Recipient and the Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the federal Privacy Act and requires the same of its contractors and subcontractors.

## Section 45. NOTICES

When routine reports or correspondence is required to be sent to ADOH it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to the Recipient, it shall be addressed to:

**CITY OF COOLIDGE**  
*Entity*  
**JILL DUSENBERRY**  
*Attention (if applicable)*  
**130 WEST CENTRAL AVENUE**  
*Mailing Address*  
**COOLIDGE, AZ 85128-4406**  
*City State Zip*

#### **Section 46. REGISTRATION WITH SOCIAL SERVE**

For new construction or rehabilitation of rental projects, recipient agrees to register the project with [socialserve.com](http://socialserve.com) and keep the project listed with [socialserve.com](http://socialserve.com) for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

#### **Section 47. ADOH SIGNAGE**

For new construction and rehabilitation projects, Recipients must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

#### **Section 48. PHOTOGRAPHS**

For new construction and rehabilitation projects, Recipients are required to provide to ADOH before and after photographs of the project in digital or film format.

**Funding Agreement with  
State of Arizona, Department of Housing**

---

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

**THE STATE OF ARIZONA,  
ARIZONA DEPARTMENT OF HOUSING    CITY OF COOLIDGE, RECIPIENT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Michael Trailor  
Director

\_\_\_\_\_  
Thomas R. Shope  
TITLE: Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Attachment A**

### **SCOPE OF WORK**

#### **City of Coolidge 105-12 – Owner Occupied Housing Rehabilitation**

##### **Activity #1 - Administration**

**\$45,000.00 CDBG**

To carry out all required actions to administer activities funded from the **CDBG State Special Projects Account for the City of Coolidge**. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

##### **Activity #2 – OOHHR**

**\$255,000.00 CDBG**

CDBG funds will be used for owner occupied housing rehabilitation throughout Coolidge, Arizona to include:

- Rehabilitation services for 4 low income families
- 2 properties shall be replacement/reconstruction and 2 properties shall be rehabilitation
- Work performed in accordance with City adopted plans, strategies, HRGs, and Energy Efficient guidelines

This activity will meet the Low to Moderate Income Housing National Objective (LMH) and benefit approximately 11 people, of whom 11 (or 100%) are low-to-moderate income.

#### **HUD Performance Measures**

**Objective:** Decent Housing

**Outcome:** Improve Affordability

**Indicator(s):** Number of people (LM included) with improved affordability

**Data Collection Methodology:** Document the number of residents being served who have improved affordability or service from the housing rehabilitation.

**HOUSING PERFORMANCE REPORT**

**ATTACHMENT B**

Recipient City of Coolidge Report Period \_\_\_\_\_ Year \_\_\_\_\_

Contract # 105-12 October January April July

**APPLICANT/BENEFICIARY DATA**

**Homeownership Activity**

Homeownership activities are deemed completed when the mortgage closing has taken place. Homeownership counseling activities are deemed complete when the persons have completed all required counseling sessions.

**Housing - New Construction Activity**

New construction activities are deemed completed when construction is complete, final payment has been issued to all contractors and a certificate of occupancy has been issued.

**Rehabilitation Activity** (including wells/septic installations for individual households; replacement of manufactured homes (mobile homes); private sewer/water hookups and meters)

Housing rehabilitation activities are deemed complete when the rehabilitation of the unit is complete, the release of liens is signed and final payments have been issued to all contractors.

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL NUMBER OF ELIGIBLE APPLICANTS **		TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING***	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC	RACIAL GROUP	* HISPANIC
WHITE						
BLACK/AFRICAN AMERICAN						
ASIAN						
AMERICAN INDIAN/ALASKAN NATIVE						
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER						
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE						
ASIAN AND WHITE						
BLACK/AFRICAN AMERICAN AND WHITE						
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN						
OTHER MULTI-RACIAL						
TOTALS						

\*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

\*\* Applicant A person/household who has applied for and has been determined to be eligible to receive assistance based on the requirements specific to that program regarding income, location of home, type of home, type of rehab needed, age, family size, etc. or a person/household who has applied for a specific public service. The "applicant" may or may not receive a benefit, depending on the length of the program and the availability of funds. If multiple persons apply for housing or public services under one household application form, only one person can be deemed "applicant" and thus determines the race and ethnicity of the household. This determination can be made by the recipient.

\*\*\*Benefiting A household/person that meets the eligibility requirements of the program and has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

**NARRATIVE**

**PART 1**

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Housing activities, number of applications received, being processed and awarded; projects out to bid; under construction; status of loan portfolio; closings scheduled; persons on waiting list; etc.

**PART 2**

- A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.
- B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.
- C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

email \_\_\_\_\_

Housing PR Rev. 10-08









## ATTACHMENT F

### CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

- c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
  13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
  15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
  16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
  18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
  19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
  20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to Commerce any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.



## CERTIFICATIONS

### APPLICANT CERTIFICATIONS FOR FY 2011

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
  - c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.

20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
  - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
  - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

  
\_\_\_\_\_  
Signature of Mayor or Chair of County Board

May 23, 2011  
Date

Thomas R. Shope  
Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.

RESOLUTION No. 11-16

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2011 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, STATE SPECIAL PROJECTS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATIONS.

WHEREAS, the Mayor and City Council of the City of Coolidge is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program, State Special Projects; and

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

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

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

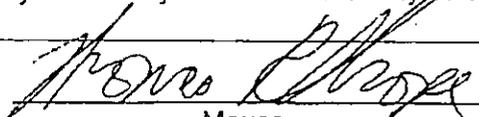
NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Coolidge, Arizona, authorize application to be made to the State of Arizona, Department of Housing for FY 2011 CDBG funds, and authorize the Mayor to sign the application and contract or grant documents for receipt and use of these funds for Housing Rehabilitation from the State Special Projects account and authorize the Mayor to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT, this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

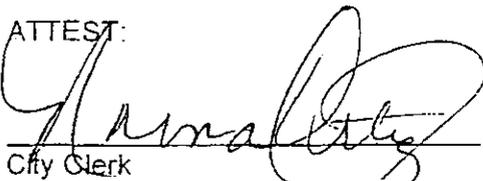
THAT, the City of Coolidge will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

PASSED AND ADOPTED by the Mayor and City Council of the City of Coolidge, Arizona, this 23<sup>rd</sup> day of May 2011.

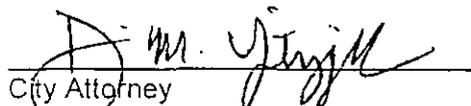
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Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**RESOLUTION No. 09-18**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR FISCAL YEAR 2009, AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.**

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential antidisplacement and relocation assistance plan; and

WHEREAS, the City of Coolidge is submitting an application to the Arizona Department of Housing for Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Common Council of the City of Coolidge do hereby adopt the residential antidisplacement and relocation assistance plan as described below.

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN**

The City of Coolidge will replace all occupied and vacant occupiable low/moderate (LM) income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the City of Coolidge will make public and submit to the ADOH CDBG Program the following information in writing:

1. A description of the proposed activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2 bedroom unit with two 1 bedroom units) or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan (CP).

The City of Coolidge will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of LM dwelling unit to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the ACT, the City of Coolidge will take the following steps to minimize displacement of persons from their homes.

1. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
2. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Coolidge, Arizona, this 11<sup>th</sup> day of May, 2009.



Mayor, Thomas R. Shope

ATTEST:

  
City Clerk, Norma Ortiz

APPROVED AS TO FORM:

  
City Attorney, Denis Fitzgibbons

RESOLUTION No. 11-14

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AUTHORIZING THE ADOPTION OF OWNER OCCUPIED HOUSING REHABILITATION GUIDELINES DATED MAY 2010, IN RELATION TO APPLICATIONS FOR FY 2011 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A HOUSING REHABILITATION PROGRAM.

WHEREAS, the Mayor and City Council of the City of Coolidge is desirous of undertaking an owner occupied housing rehabilitation program;

WHEREAS, this program is anticipated to be funded with Community Development Block Grant (CDBG) funds provided by the Arizona Department of Housing;

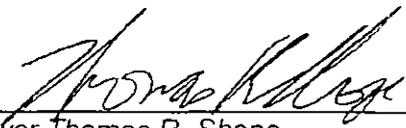
WHEREAS, the State CDBG Program requires that that every applicant requesting CDBG dollars for housing rehabilitation adopt specific guidelines for such a program; and

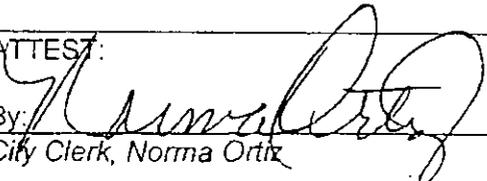
WHEREAS, the City of Coolidge has developed such Owner Occupied Housing Rehabilitation Guidelines dated May 2010, which were pre-approved by the State.

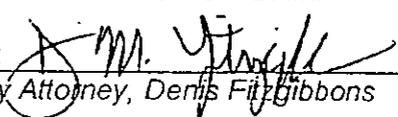
NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Coolidge hereby adopts such Owner Occupied Housing Rehabilitation Guidelines dated May 2010, which shall be used to implement its CDBG funded housing rehabilitation program funded through its applications for FY 2011 funds; and

THAT, the City of Coolidge shall utilize such Owner Occupied Housing Rehabilitation Guidelines dated May 2010 without revision except such revisions as may be authorized in writing by the parties identified on the CDBG Program's CD-1 Form; with such revisions submitted to the CDBG Program within a maximum of ten (10) working days of approval by the City of Coolidge.

PASSED AND ADOPTED by the Mayor and City Council of the City of Coolidge this 23<sup>rd</sup> day of May, 2011.

By:   
Mayor Thomas R. Shope

ATTEST:  
By:   
City Clerk, Norma Ortiz

APPROVED AS TO FORM:  
By:   
City Attorney, Dennis Fitzgerald

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

<b>SUBJECT:</b> Kiosk Sign Program Project	<b>STAFF PRESENTER:</b> Robert F. Flatley, City Manager
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**RECOMMENDATION:**

Staff recommends that the City of Coolidge lease the eight kiosks to the Coolidge Chamber of Commerce. The kiosks will, in turn, generate funds for the CEDC to build service club signs to be posted at the entrances to the City.

**DISCUSSION:**

Motivational Systems, Inc. (MSI) has not sold any panels on these structures in over two years due to the economic downfall and the new homes coming to a halt in the City. The City took ownership of the structures at the time they were installed (in 2004) according to paragraph 1.041 of the MSI contract with the City, which expired in 2009. Five of the kiosks require land leases with the land owners, which the leases have also expired. There are currently no liens or money owed to the landowners. The leases with the home builders have also expired. The City is being requested by the Coolidge Economic Development Committee (CEDC) of the Coolidge Chamber of Commerce, to lease the kiosks to the Chamber for this project. Michael Charles, Crop Production Services Manager, has offered to repaint the kiosks and place future lettering on the panels at no cost to the City. The coordination and bookkeeping (record keeping) will be the responsibility of the Chamber.

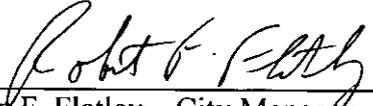
**FISCAL IMPACT:**

No cost to the City.

**Attachments**

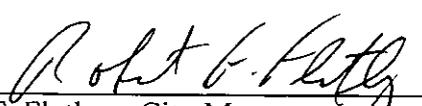
Map of kiosk locations and easement information

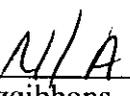
**REVIEWED BY:**

  
\_\_\_\_\_  
Robert F. Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
\_\_\_\_\_  
Robert F. Flatley - City Manager

  
\_\_\_\_\_  
Denis Fitzgibbons – City Attorney

**Kiosk 1N- Attaway & Hwy 287**

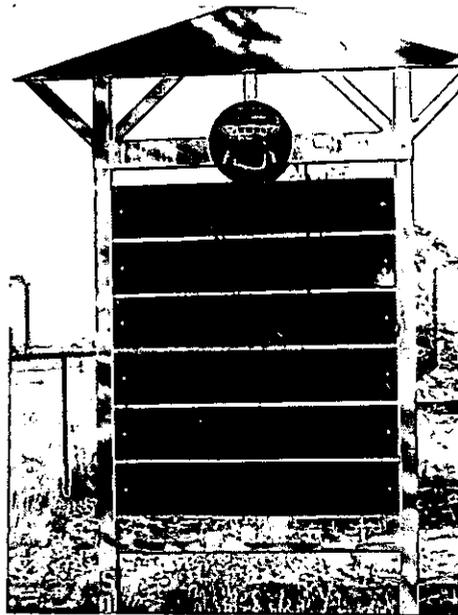
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Kiosk 1S- Attaway & Hwy 287**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_



**Kiosk 1N- Attaway & Hwy 287**



**Kiosk 1S- Attaway & Hwy 287**

Right-of-Way information: City Row

**Kiosk 2N- Sunset Dr. & Arizona Blvd**

1. The Right Choice
2. Arizona Training Center
3. Central Arizona College
4. Thanks
5. Hurry Back
6. \_\_\_\_\_

**Kiosk 2S- Sunset Dr. & Arizona Blvd**

1. The Right Choice
2. Casa Grande Ruins
3. Police Station
4. Performing Arts Center
5. Library / City Hall
6. Kenworthy Sports Complex



**Kiosk 2N- Sunset Dr. & Arizona Blvd**



**Kiosk 2S- Sunset Dr. & Arizona Blvd**

Right-of-Way information: Private Property

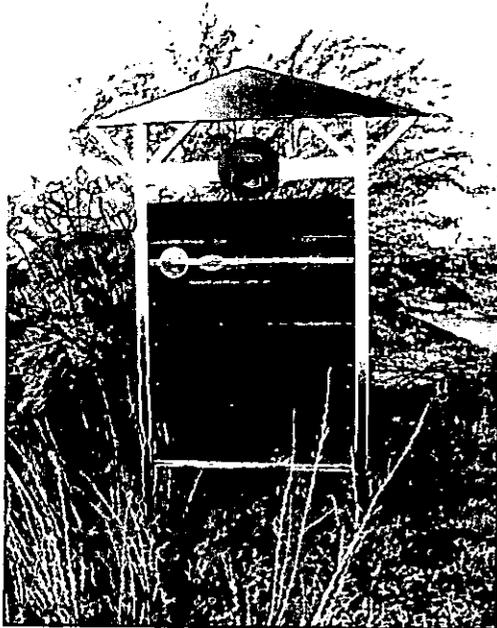
Copper Vista Land Company LLC  
10115 E. Bell Rd, Suite 107-109  
Scottsdale, AZ 85260

**Kiosk 7E- Coolidge Ave. & 9<sup>th</sup> Street**

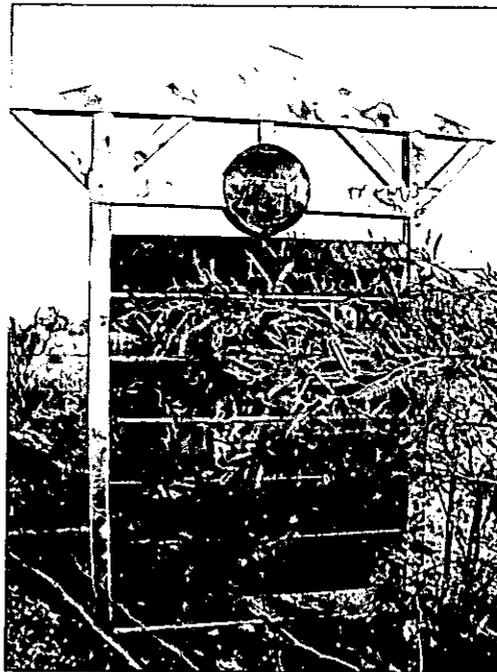
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Kiosk 7W- Coolidge Ave. & 9<sup>th</sup> Street**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_



**Kiosk 7E- Coolidge Ave. & 9<sup>th</sup> Street**



**Kiosk 7W- Coolidge Ave. & 9<sup>th</sup> Street**

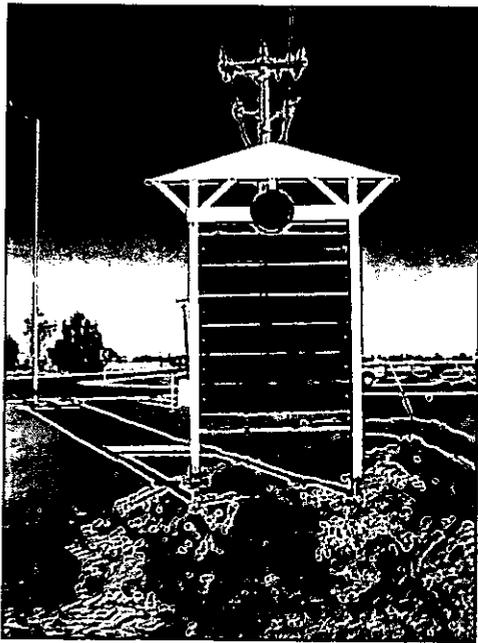
Right-of-Way information: City Row

**Kiosk 8E- Vah Ki Inn Rd & Kenworthy Rd**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Kiosk 8W- Vah Ki Inn Rd & Kenworthy Rd**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_



**Kiosk 8E- Vah Ki Inn Rd & Kenworthy Rd**



**Kiosk 8W- Vah Ki Inn Rd & Kenworthy Rd**

Right-of-Way information: Private Property

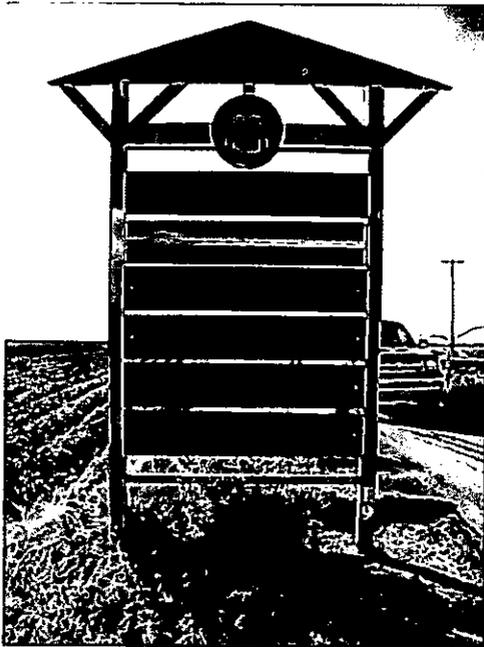
Heartland Coolidge Community Association  
c/o MBC-Heartland LLC  
1600 W. Broadway Rd. Suite 200  
Tempe, AZ 85282

**Kiosk 9E- Kenworthy & Martin Rd**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Kiosk 9W- Kenworthy & Martin Rd**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_



**Kiosk 9E- Kenworthy & Martin Rd**



**Kiosk 9W- Kenworthy & Martin Rd**

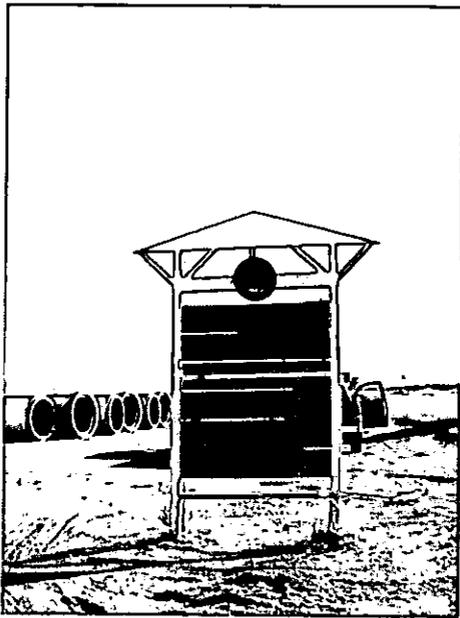
Right-of-Way information: Private Property  
Langley Kenworthy Estates LLC  
2738 E. Guadalupe Rd.  
Gilbert, AZ 85234

**Kiosk 10N- Skousen & Hwy 287**

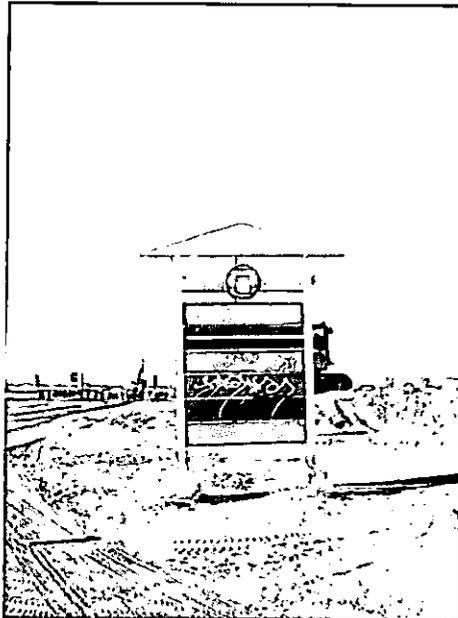
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Kiosk 10S- Skousen & Hwy 287**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_



**Kiosk 10N- Skousen & Hwy 287**



**Kiosk 10S- Skousen & Hwy 287**

Right-of-Way information: Private Property

Coolidge Land LLC

England Land Company LLC

3850 E. Baseline Rd, Suite 118

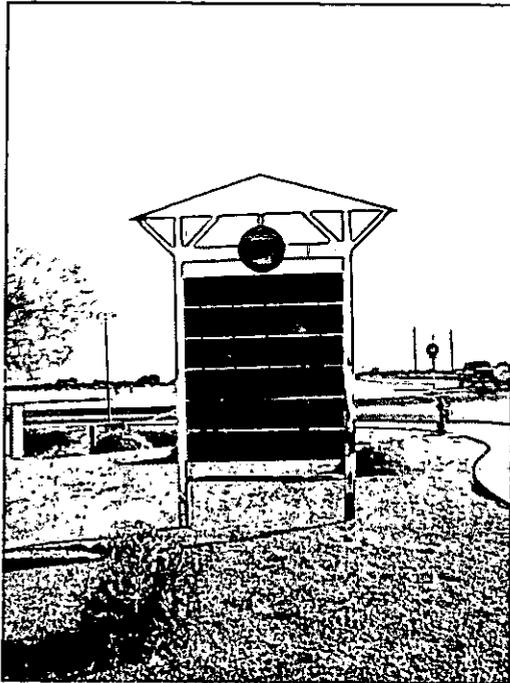
Mesa, AZ 85206

**Kiosk 11N- Coolidge Ave & Skousen**

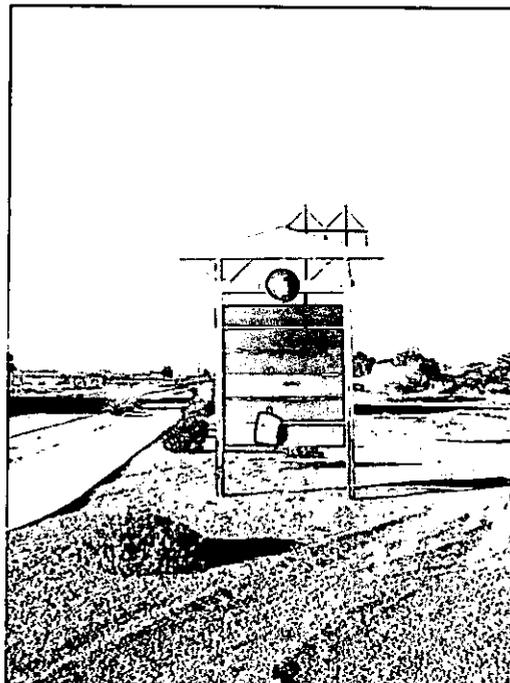
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Kiosk 11S- Coolidge Ave & Skousen**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_



**Kiosk 11N- Coolidge Ave & Skousen**



**Kiosk 11S- Coolidge Ave & Skousen**

Right-of-Way information: City Row

**Kiosk 12N- Skousen & Bartlett Rd**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Kiosk 12S- Skousen & Bartlett Rd**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_



**Kiosk 12N- Skousen & Bartlett Rd**



**Kiosk 12S- Skousen & Bartlett Rd**

Right-of-Way information: Private Property  
Lota Violet LLC  
1801 E. 9<sup>th</sup> St. Suite 200  
Cleveland, OH 44114

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Selection process to appoint an applicant to fill the councilmember vacancy.

**STAFF PRESENTER:** Norma Ortiz, City Clerk

**RECOMMENDATION:**

To appoint an applicant to fill the councilmember vacancy for the remaining term. This will run through the first regular meeting in June, 2012.

**DISCUSSION:**

Per your request, we advertised the councilmember vacancy created by the resignation of Mr. Les Curry for two weeks in the local newspaper, as well as posting it on the City's website.

The closing date to submit applications was December 2<sup>nd</sup>, 2011. Attached please find a total of six (6) applications submitted.

We've asked each applicant to be present at the meeting on Monday, December 12<sup>th</sup>, for the selection process.

Whoever is appointed, will be sworn-in on Monday, January 9<sup>th</sup>, and will take their seat to finish the remainder of Mr. Curry's term, to be through the first regular meeting in June, 2012.

**FISCAL IMPACT:**

None

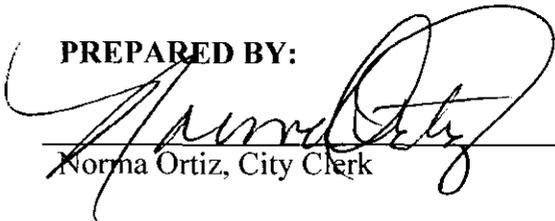
**Attachments**

Councilmember Applications

**REVIEWED BY:**

  
Robert Flatley – City Manager

**PREPARED BY:**

  
Norma Ortiz, City Clerk

**APPLICATION**

NOV 17 2011  
By \_\_\_\_\_

**CITY OF COOLIDGE COUNCIL MEMBER**

**NAME** MARIANO BACA

**PERMANENT RESIDENCE** 2132 S. 48<sup>th</sup> St. Coolidge, AZ 85128

*If you have lived in this residence for less than one year, please provide the address of any other residence in the City which establishes that you have been a resident of the City of Coolidge for one year or more.*

**TELEPHONE** 520-431-5300      **OCCUPATION** Retired military

*In making an appointment, each applicant's knowledge background, interest, experience and availability of time to perform the work and duties of councilmember shall be taken into consideration.*

**Qualifications:**

- **Qualified elector in the City of Coolidge**     **Yes**     **No**
- **At least 18 yrs. of age**                             **Yes**     **No**
- **How long a resident of Coolidge?**    3 years

**Submit letter stating the following.**

**1. Why you want to be Councilmember.**

see attached correspondence

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

**2. What can you contribute to the betterment of the City of Coolidge as a Councilmember?**

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

**3. *What you would expect to accomplish for the City of Coolidge.***

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**4. *Give a short biography.***

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**Signature**

Mariano Baca  
2132 S. 48th Street • Coolidge • Arizona • 85128  
520-431-5300 • marty.baca1@gmail.com

11/17/11

Re: Council Member Vacancy

Dear City of Coolidge Council:

Subject: Letter stating why I want to be on the City Council

1. Why do you want to be a Councilmember?

I want to be a councilmember because I know that it will be challenging and rewarding. Public service requires a great deal of time and energy so I fully understand that it requires dedication and a willingness to serve. I want to volunteer my services to the town we now call home.

2. What can you contribute to the betterment of the City of Coolidge as a Councilmember?

I am a solution provider and a problem solver. I have common sense, I reason well, and I am fair. In all positions I have held it has been a requirement to build consensus and be a team player who shares the same vision. As a member of Central Arizona Valley Governing Board I have worked with the Strategic Planning process to include all campus constituencies in laying the foundation for the school's continued growth. We have had much success in providing innovative Career and Technical Education programs for students. Currently we are the leader in the State of Arizona of all of the 13 voter-approved districts. Clearly, we are doing things right as our students score 10 points higher on tests than the rest of Arizona. Also, I bring more than 10 years of experience from publicly traded companies in healthcare, business, and computer aided industries. I have considerable experience in all aspects of allocation of resources and budgeting.

3. What would you expect to accomplish for the City of Coolidge.

I would always make decisions with the best interest of all the people in mind. The concerns of our citizens will not go unheard. As a public servant I know that I am accountable to the taxpayers. We should protect and develop our City's historic beauty and heritage. I would represent a new voice that continues to strive for excellence. I have the same vision as the council has, preservation of historic institutions, establishment of an entertainment district thus building quality restaurants and night life serving as a real destination for visitors. We must increase our value as a community and plan our debt without increasing taxes. We should implement verifiable measures that will enhance our resident's futures and appeal that has made Coolidge a beautiful place to live. Also, we should locate emergent solutions in sustaining a solid financial base for our improving our town. We should partner with business, industry and the community to help meet workforce needs. The city has developed numerous courses of action regarding the Coolidge of tomorrow and it looks promising. I would like to see all of those courses of action succeed.

4. Give a short biography.

I am successfully involved and engaged with the communities and constituencies throughout Pinal County. Last year I was appointed to the Central Arizona Valley Institute of Technology Governing Board. I have held several successively responsible positions, including Dean of Enrollment Management for DeVry (includes DeVry Inc., DeVry University, Keller Graduate School of Management, Ross University and Becker Professional Review and its affiliates) in Florida. In this role I assumed undergraduate recruitment and P&I responsibilities for Orlando, Miramar, all field admissions and 3 centers which were located in Miami, Maitland, and Tampa, Florida. I earned a Bachelor of Arts Degree in Police Science from Northern Arizona University and hold a Masters Degree in Counseling from Pepperdine University. In addition, I am a retired Major with the United States Marine Corps.

Sincerely,

Mariano Baca

Mariano Baca

APPLICATION

RECEIVED  
DEC 2 2011  
By: [Signature] 4:45 pm

CITY OF COOLIDGE COUNCIL MEMBER

NAME Michael Anthony Flores, II

PERMANENT RESIDENCE 543 W. Wilson Ave., Coolidge, AZ 85128  
*If you have lived in this residence for less than one year, please provide the address of any other residence in the City which establishes that you have been a resident of the City of Coolidge for one year or more.*

TELEPHONE 520-483-6502 OCCUPATION Coolidge Youth Coalition Project Coordinator

*In making an appointment, each applicant's knowledge background, interest, experience and availability of time to perform the work and duties of councilmember shall be taken into consideration.*

**Qualifications:**

- Qualified elector in the City of Coolidge  Yes  No
- At least 18 yrs. of age  Yes  No
- How long a resident of Coolidge? 1 year

**Submit letter stating the following.**

*Letter Attached on back*

**1. Why you want to be Councilmember.**

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

**2. What can you contribute to the betterment of the City of Coolidge as a Councilmember?**

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

**3. What you would expect to accomplish for the City of Coolidge.**

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**4. Give a short biography.**

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**Signature**

1. Why do you want to be a councilmember?

With due respect for the constitution of the United States and the Charter of the City of Coolidge, I plan to participate in partnership with the City Council to govern within the powers of the law and ordinance of the City of Coolidge, for the benefit of the community.

2. What can you contribute to the betterment of the City of Coolidge as a Councilmember?

My experience: working with the public to develop public programs, working closely with the business community, working with our youth, teens, and families, working in cooperation with other cities in the county, closely working to address our substance abuse issues, and working with law enforcement.

3. What you would expect to accomplish for the City of Coolidge?

My term is only for 5 months. During these 5 months I will work diligently to become more familiar with the city government and to help as much as possible to promote existing projects.

4. Give a short biography.

Graduate of Coolidge High School, Graduate of Central Arizona College, Graduate of Arizona State University B.S. in Applied Psychology, life long resident of Pinal County, Coolidge Chamber volunteer and member, Coolidge Examiner volunteer, employed with the Coolidge Youth Coalition Drug Free Communities Grant Team, and experience working with the public and public programs throughout Pinal County.

APPLICATION

DEC 2 2011

CITY OF COOLIDGE COUNCIL MEMBER

W 11:00 A.M.

NAME ELAINE KINSER

PERMANENT RESIDENCE 612 N. 4<sup>TH</sup> ST. COOLIDGE AZ 85128

*If you have lived in this residence for less than one year, please provide the address of any other residence in the City which establishes that you have been a resident of the City of Coolidge for one year or more.*

TELEPHONE 520-723-8390 OCCUPATION RETIRED

*In making an appointment, each applicant's knowledge background, interest, experience and availability of time to perform the work and duties of councilmember shall be taken into consideration.*

Qualifications:

- Qualified elector in the City of Coolidge  Yes  No
- At least 18 yrs. of age  Yes  No
- How long a resident of Coolidge? 30 yrs.

Submit letter stating the following. SEE ATTACHED

1. Why you want to be Councilmember.

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2. What can you contribute to the betterment of the City of Coolidge as a Councilmember?

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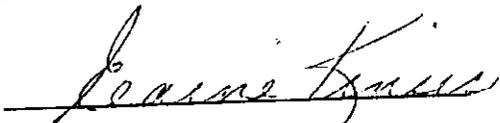
3. What you would expect to accomplish for the City of Coolidge.

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4. Give a short biography.

  
Signature

**1. Why I want to be a Councilmember.**

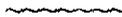
It was my privilege to be an employee of the City of Coolidge for almost 18 years. During that time I was the secretary to the City Manager (six managers), Deputy City Clerk, and filled in as Grants Coordinator. I was the Coolidge Days Coordinator for seven or eight years.. Having worked on THAT side of the Council, I would now like to work WITH the Council as a contributing individual.

**2. What can you contribute to the betterment of the City of Coolidge as a Councilmember?**

By promoting quality of life and responding to the needs of the citizens of Coolidge. And by being accessible to them, it will give me the opportunity to support the City of Coolidge, but it would also help me learn from the other members of Council, employees and residents of the Community.

**3. What would you expect to accomplish for the City of Coolidge?**

I would like to be a part of the decision making that will make Coolidge grow not only in size, economically, socially, but environmentally as well.



**Bio:**

I am Elaine Kinser. I have lived in Coolidge for thirty years. I attended Minnesota Bible College with my husband and following graduation we ministered to congregations in Oklahoma, Missouri, California and Arizona. My husband, Dean and I moved to Coolidge in 1981, when he became the minister of the Christian Church. I worked for First American Title and Legal Aid before being employed by the City of Coolidge.

I have five children, three living in Arizona and two out of state. I did not enter the working field until the youngest child was almost four. I worked in the Compton Unified School District as secretary to the Superintendent of Schools. Yes, I was working there during Watts, Black Panthers, and the Crips gang. I have also worked as secretary to a Trust Officer and for an oil company in Oklahoma. .

I am a widow and now live in one of the fabulous houses from the Coolidge Rehabilitation Program.



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4. Give a short biography.

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See Attached Letter

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Signature

**William Pertzborn Jr.**  
**1206 W. Central Ave.**  
**Coolidge, AZ 85128**  
**520-840-0177**

1. *Why you want to be Councilmember.*

I am currently the chairman of Coolidge Planning and Zoning. I feel I would be a greater asset to Coolidge as a Council Member. I have been active in many organizations in Coolidge and try to stay current with what is happening in Coolidge

2. *What can you contribute to the betterment of the City of Coolidge as a Councilmember?*

Knowledge and Dedication. I will make it my mission to learn everything I can about an issue before I vote for or against it. I am already dedicated to Coolidges success. That will not change if I am not appointed or elected

3. *What you would expect to accomplish for the City of Coolidge.*

Hopefully during my time as Councilmember we will see an increase in revenue for the city and support for existing and new services provided by the city. I support the new prison and would expect that when the Phoenix Mart opens, it will provide great opportunities to Coolidge.

4. *Give a short biography.*

- Lived in Arizona since 1968 and in Coolidge for 15 of those years.
- Professor of Building Maintenance and Construction Technology for 24+ years at Central Arizona College.

***Currently:***

- Serve as a Commissioner for Planning and Zoning and currently hold the Chairman position.
- Graduated the Coolidge Citizens Academy in March 2001
- Graduated the Coolidge Leadership Academy in October 2008.
- Treasurer of the VFW Mens' Auxiliary.
- On the board of C. Kirby Smithe International Youth Exchange (Lions' Club program).
- Vice-President of Carter Ranch Home Owners Association and have held that position for three years.

***Previously:***

- Served as Commander of the Sons of the American Legion for two years.
- Served two year terms as both Treasurer and President of the Coolidge Lions Club and one year as Zone Chairman.
- Board Member for the Coolidge Housing Trust Fund. (Defunct)

APPLICATION

DEC 2 2011  
By: [Signature] 1:00 P.M.

CITY OF COOLIDGE COUNCIL MEMBER

NAME Paul J. Prechel

PERMANENT RESIDENCE 1210 Orlando Dr.

*If you have lived in this residence for less than one year, please provide the address of any other residence in the City which establishes that you have been a resident of the City of Coolidge for one year or more.*

Coolidge, Az. 85128

TELEPHONE 520-723-3139 OCCUPATION Farmer

*In making an appointment, each applicant's knowledge background, interest, experience and availability of time to perform the work and duties of councilmember shall be taken into consideration.*

Qualifications:

- Qualified elector in the City of Coolidge  Yes  No
- At least 18 yrs. of age  Yes  No
- How long a resident of Coolidge? 50

Submit letter stating the following.

1. Why you want to be Councilmember.  
to help the city

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

2. What can you contribute to the betterment of the City of Coolidge as a Councilmember?  
many years of experience

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

3. What you would expect to accomplish for the City of Coolidge.  
help to shape the future of Coolidge

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



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4. Give a short biography.

lived and work in the city for 50 years

BS Washington State College 1947

MS University of Arizona 1961

-- Central Arizona College 1976

23 years City Council Coolidge

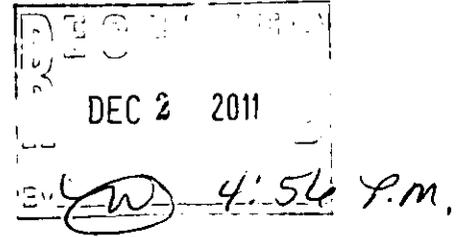
35 years director Arizona Cotton Growers

  
Signature

PAUL PRECHEL

BORN 9 FEBRUARY 1929 on the farm Winlock, Washington  
lived on a 40 ac, diversified farm for 18 yr.  
graduate Winlock High School 1949  
graduate Washington State College 1951 BS General Agriculture  
worked for Leonardo Truck Line summers and Fall '51  
10 ys in 4-H trip to Chicago 1947  
4 yr. FFA Trip to Kansas City 1947  
November '51 went to work Farmers Home Admin. Pasco, Washington  
March '2. U.S. Air Force, Ellington AF Base, Mather AF Base, etc...  
August '53, '52 Korea Navigator-Bombardier B-26 aircraft  
August '54 - March '56 David-Monthon AF Base  
June '56 Married Nancy Nowell  
April '56 - May '58 University Arizona MS Soil Chemistry  
May '58 - December '58 farmed in Blythe, California  
December '58 - present farmed Coolidge, Arizona  
'59 - present member River co-op Gin, several years as director (sec-president)  
member Christ Lutheran Church 25 yrs. as treasurer  
'76 - 2008 member Coolidge City Council (23 yrs)  
'68 - present Director Arizona Cotton Growers Assoc. (various offices)  
April '95 - 2004 member Ground Water Users Advisory Council (GUAR)  
2000 - Present Member Pinal County Transportation Comm.

APPLICATION



CITY OF COOLIDGE COUNCIL MEMBER

NAME Emily Verdugo

PERMANENT RESIDENCE 2242 W Roosevelt Ave  
*If you have lived in this residence for less than one year, please provide the address of any other residence in the City which establishes that you have been a resident of the City of Coolidge for one year or more.*  
955 W Elizabeth Way

TELEPHONE 520-251-1274  
OCCUPATION workforce development specialist

*In making an appointment, each applicant's knowledge background, interest, experience and availability of time to perform the work and duties of councilmember shall be taken into consideration.*

Qualifications:

- Qualified elector in the City of Coolidge  Yes  No
- At least 18 yrs. of age  Yes  No
- How long a resident of Coolidge? 16 years

Submit letter stating the following.

1. Why you want to be Councilmember. I was once a member and would like to fill the vacancy to represent the City once more. I have the experience to replace the outgoing member while a new councilmember is elected. I believe in the City of Coolidge and know I can help as an appointed councilmember.

2. What can you contribute to the betterment of the City of Coolidge as a Councilmember? I am an active member of the community and have been an advocate for issues in the City and as a representative of the City, I would be an asset.

3. What you would expect to accomplish for the City of Coolidge. I would expect to serve the people of Coolidge for the 6 month term and represent the City to the best of my ability.

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4. Give a short biography. I came to Coolidge as a high school freshman, graduated from CHS, Central Arizona College and attended Arizona State University where I studied political science and history. In 2005 I began my graduate degree in Public Management at Northern Arizona University. I served on the Coolidge City Council from 2004-2006. I have served on various boards and commissions including the Coolidge Chamber of Commerce, Governor's Commission on Service and Volunteerism, Arizona Community Action Association, the Arizona Rural Human Services Network and the Latino Familia Initiative. I volunteer with United Way of Pinal County, local food banks and other non-profits in Maricopa and Pima Counties. I have two children and work in Eloy.

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Emily Verdugo

Signature

# 16

Report Criteria:

Detail report.  
Paid and unpaid invoices included.

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
<b>AETNA</b>					
AETNA	HEALTHCARE INSURANCE-NO	10/14/2011	69,086.96	11/04/2011	62-218030
AETNA	HEALTHCARE INSURANCE-NO	10/14/2011	11,320.76	11/04/2011	62-218230
AETNA	HEALTH INSURANCE COBRA-	10/14/2011	1,558.44	11/04/2011	10-203090
Total AETNA:			81,966.16		
<b>A-L FINANCIAL CORP</b>					
A-L FINANCIAL CORP	WAGE ASSIGNMENT	11/23/2011	327.92	11/23/2011	62-218340
A-L FINANCIAL CORP	WAGE ASSIGNMENT	11/11/2011	327.92	11/10/2011	62-218340
Total A-L FINANCIAL CORP:			655.84		
<b>AMERICAN MESSAGING</b>					
AMERICAN MESSAGING	PAGER SERVICE	11/07/2011	8.36	11/10/2011	11-541-241
Total AMERICAN MESSAGING:			8.36		
<b>ANDERSON, SAUNDRA</b>					
ANDERSON, SAUNDRA	RESTITUTION FROM ARMANDO	10/19/2011	25.00	11/10/2011	10-37-2110
Total ANDERSON, SAUNDRA:			25.00		
<b>ANIMAL CARE EQUIPMENT &amp; SERVICES LLC</b>					
ANIMAL CARE EQUIPMENT & S	ANIMAL CONTROL SUPPLIES-N	11/07/2011	145.35	11/10/2011	10-547-285
Total ANIMAL CARE EQUIPMENT & SERVICES LLC:			145.35		
<b>ARCMATE MANUFACTURING CORP.</b>					
ARCMATE MANUFACTURING C	JEXPRO LITTER PICK UP TOOL	10/27/2011	240.81	11/10/2011	10-554-285
Total ARCMATE MANUFACTURING CORP.:			240.81		
<b>ARIZONA MACHINERY</b>					
ARIZONA MACHINERY	PARKS-VBELT	10/27/2011	79.09	11/10/2011	10-554-253
Total ARIZONA MACHINERY:			79.09		
<b>ARON &amp; ASSOCIATES, P.C.</b>					
ARON & ASSOCIATES, P.C.	WAGE ASSIGNMENT	11/23/2011	115.37	11/23/2011	62-218340
ARON & ASSOCIATES, P.C.	WAGE ASSIGNMENT	11/11/2011	115.37	11/10/2011	62-218340
Total ARON & ASSOCIATES, P.C.:			230.74		
<b>AZ BUS SALES CORP.</b>					
AZ BUS SALES CORP.	TIRES/PARTS MAINT	10/06/2011	364.84	11/23/2011	17-552-251
AZ BUS SALES CORP.	TIRES/PARTS MAINT	10/26/2011	909.87	11/23/2011	17-552-251
AZ BUS SALES CORP.	TIRES/PARTS MAINT	11/14/2011	941.87	11/23/2011	17-552-251
Total AZ BUS SALES CORP.:			2,216.58		
<b>AZ COMMERCIAL (AUTOZONE)</b>					
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE/C	10/19/2011	22.75	11/04/2011	10-532-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE/C	10/19/2011	22.76	11/04/2011	10-543-251

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE/C	10/19/2011	22.76	11/04/2011	10-544-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE/C	10/19/2011	22.75	11/04/2011	10-554-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE/C	10/19/2011	22.76	11/04/2011	11-541-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE/C	10/19/2011	22.75	11/04/2011	42-480-251
AZ COMMERCIAL (AUTOZONE)	ALL VEHICLES-ANTIFREEZE/C	10/19/2011	22.75	11/04/2011	44-485-251
AZ COMMERCIAL (AUTOZONE)	CM-VM3-BATTERY RETURN	10/25/2011	61.88	11/18/2011	10-543-251
AZ COMMERCIAL (AUTOZONE)	PARKS & REC MALIBU-BATTE	11/08/2011	92.93	11/18/2011	10-553-251
Total AZ COMMERCIAL (AUTOZONE):			190.33		
<b>AZ DEPARTMENT OF PUBLIC SAFETY</b>					
AZ DEPARTMENT OF PUBLIC S	FINGERPRINT CLEARANCE CA	10/01/2011	69.00	11/04/2011	10-553-267
Total AZ DEPARTMENT OF PUBLIC SAFETY:			69.00		
<b>AZ DEPT. OF PUBLIC SAFETY</b>					
AZ DEPT. OF PUBLIC SAFETY	OFFICE SAFETY EQUIPMENT-D	11/02/2011	24.00	11/04/2011	10-220480
AZ DEPT. OF PUBLIC SAFETY	OFFICER SAFETY EQUIP-DPS	11/16/2011	2.04	11/18/2011	10-220480
Total AZ DEPT. OF PUBLIC SAFETY:			26.04		
<b>AZ OFFICE TECHNOLOGIES</b>					
AZ OFFICE TECHNOLOGIES	ANNUAL MAINT FOR COPIER	11/11/2011	3,048.09	11/18/2011	10-526-255
Total AZ OFFICE TECHNOLOGIES:			3,048.09		
<b>AZ PUBLIC SERVICE</b>					
AZ PUBLIC SERVICE	855 W BALDWIN AVENUE/855	11/10/2011	43.96	11/18/2011	10-554-264
AZ PUBLIC SERVICE	112 W CENTRAL AVENUE	11/07/2011	5,692.94	11/23/2011	11-541-264
AZ PUBLIC SERVICE	HOHOKAM PARK	11/08/2011	49.54	11/18/2011	10-554-264
AZ PUBLIC SERVICE	52 E CENTRAL AVENUE	11/09/2011	22.81	11/18/2011	10-529-264
AZ PUBLIC SERVICE	103 W PINKLEY AVENUE	11/09/2011	225.90	11/18/2011	10-534-264
AZ PUBLIC SERVICE	161 W HARDING AVENUE	11/14/2011	92.34	11/23/2011	10-544-264
AZ PUBLIC SERVICE	327 E CAMERON BLVD	11/14/2011	104.32	11/23/2011	15-440-264
AZ PUBLIC SERVICE	1449 N AZ BLVD/LIFT S	11/08/2011	41.75	11/18/2011	42-480-264
AZ PUBLIC SERVICE	355 S 1 ST	11/14/2011	120.33	11/23/2011	11-541-264
AZ PUBLIC SERVICE	350 N AZ BLVD	11/09/2011	109.60	11/23/2011	11-541-264
AZ PUBLIC SERVICE	531 W CENTRAL AVENUE	11/09/2011	25.14	11/23/2011	11-541-264
AZ PUBLIC SERVICE	357 E CONGRESS AVENUE	11/14/2011	49.49	11/23/2011	15-410-264
AZ PUBLIC SERVICE	411 S 1 ST	11/14/2011	259.25	11/23/2011	10-543-264
AZ PUBLIC SERVICE	500 W COOLIDGE AVENUE	11/14/2011	121.48	11/23/2011	11-541-264
AZ PUBLIC SERVICE	300 W CENTRAL AVENUE/BLDG	11/09/2011	28.36	11/18/2011	10-554-264
AZ PUBLIC SERVICE	300 E VAH KI INN	11/08/2011	46.48	11/18/2011	42-480-264
AZ PUBLIC SERVICE	1695 N AZ BLVD BLDG SG-LITE	11/08/2011	90.53	11/18/2011	11-541-264
AZ PUBLIC SERVICE	160 W CENTRAL AVENUE	11/09/2011	27.21	11/18/2011	10-554-264
AZ PUBLIC SERVICE	650 W VAH KI INN RD	11/08/2011	199.13	11/18/2011	10-554-264
AZ PUBLIC SERVICE	1099 W VAH KI INN BLDG SIG	11/08/2011	55.99	11/18/2011	11-541-264
AZ PUBLIC SERVICE	1503 N AZ BLVD	11/08/2011	232.85	11/18/2011	11-541-264
AZ PUBLIC SERVICE	911 S AZ BLVD	11/14/2011	7,431.28	11/18/2011	10-532-264
AZ PUBLIC SERVICE	110 W CENTRAL AVENUE	11/09/2011	562.03	11/18/2011	10-526-264
AZ PUBLIC SERVICE	250 S 3 ST	11/14/2011	956.56	11/23/2011	10-544-264
AZ PUBLIC SERVICE	1288 S 11 ST LIFT BLDG STATI	11/10/2011	48.48	11/23/2011	42-480-264
AZ PUBLIC SERVICE	1595 W COOLIDGE AVENUE	11/10/2011	1,350.82	11/23/2011	42-480-264
AZ PUBLIC SERVICE	130 W CENTRAL AVENUE	11/09/2011	381.12	11/18/2011	10-529-264
AZ PUBLIC SERVICE	1610 S 3 ST	11/14/2011	22.75	11/23/2011	11-541-264
AZ PUBLIC SERVICE	1321 W INDUSTRIAL DR	11/10/2011	31.51	11/23/2011	42-480-264
AZ PUBLIC SERVICE	240 W PINKLEY AVENUE	11/10/2011	66.75	11/23/2011	10-544-264
AZ PUBLIC SERVICE	300 W CENTRAL AVENUE	11/09/2011	68.90	11/18/2011	10-554-264

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
AZ PUBLIC SERVICE	131 W PINKLEY AVENUE	11/09/2011	443.29	11/18/2011	10-561-264
AZ PUBLIC SERVICE	1595 W COOLIDGE AVENUE	11/10/2011	5,109.03	11/23/2011	42-480-264
AZ PUBLIC SERVICE	801 W WILSON AVENUE	11/10/2011	89.52	11/18/2011	10-554-264
AZ PUBLIC SERVICE	1100 COTA LANE	11/09/2011	22.81	11/18/2011	10-554-264
AZ PUBLIC SERVICE	160 W CENTRAL AVENUE	11/09/2011	1,324.86	11/23/2011	10-555-264
Total AZ PUBLIC SERVICE:			25,549.11		
<b>AZ PUBLIC SERVICE COMPANY</b>					
AZ PUBLIC SERVICE COMPANY	STREET LIGHT AGREEMENT-S	10/25/2011	2,184.55	11/04/2011	11-541-264
Total AZ PUBLIC SERVICE COMPANY:			2,184.55		
<b>AZ STATE PRISON-FLORENCE</b>					
AZ STATE PRISON-FLORENCE	INMATE LABOR	10/24/2011	36.00	11/04/2011	10-543-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	10/24/2011	81.00	11/04/2011	10-554-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	10/24/2011	54.00	11/04/2011	44-485-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	10/24/2011	72.00	11/04/2011	42-480-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/07/2011	35.50	11/18/2011	10-543-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/07/2011	71.00	11/18/2011	10-554-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/07/2011	71.00	11/18/2011	44-485-227
AZ STATE PRISON-FLORENCE	INMATE LABOR	11/07/2011	66.50	11/18/2011	42-480-227
Total AZ STATE PRISON-FLORENCE:			487.00		
<b>AZ STATE TREASURER</b>					
AZ STATE TREASURER	SURCHARGE FOR SEPT 2011	10/28/2011	677.12	11/04/2011	10-220425
AZ STATE TREASURER	SURCHARGE FOR SEPT 2011	10/28/2011	3,405.78	11/04/2011	10-220430
AZ STATE TREASURER	SURCHARGE FOR SEPT 2011	10/28/2011	10,237.10	11/04/2011	10-220435
AZ STATE TREASURER	SURCHARGE FOR SEPT 2011	10/28/2011	1,423.85	11/04/2011	10-220440
AZ STATE TREASURER	SURCHARGE FOR SEPT 2011	10/28/2011	26.00	11/04/2011	10-220445
AZ STATE TREASURER	SURCHARGE FOR SEPT 2011	10/28/2011	1,333.56	11/04/2011	10-220450
AZ STATE TREASURER	SURCHARGE FOR SEPT 2011	10/28/2011	392.10	11/04/2011	10-220455
AZ STATE TREASURER	SURCHARGE FOR SEPT 2011	10/28/2011	116.12	11/04/2011	10-220460
AZ STATE TREASURER	SURCHARGE FOR OCT 2011	11/16/2011	806.05	11/18/2011	10-220425
AZ STATE TREASURER	SURCHARGE FOR OCT 2011	11/16/2011	2,704.02	11/18/2011	10-220430
AZ STATE TREASURER	SURCHARGE FOR OCT 2011	11/16/2011	9,753.02	11/18/2011	10-220435
AZ STATE TREASURER	SURCHARGE FOR OCT 2011	11/16/2011	992.48	11/18/2011	10-220440
AZ STATE TREASURER	SURCHARGE FOR OCT 2011	11/16/2011	1,081.53	11/18/2011	10-220450
AZ STATE TREASURER	SURCHARGE FOR OCT 2011	11/16/2011	560.26	11/18/2011	10-220455
AZ STATE TREASURER	SURCHARGE FOR OCT 2011	11/16/2011	106.01	11/18/2011	10-220460
Total AZ STATE TREASURER:			33,615.00		
<b>AZ WATER COMPANY</b>					
AZ WATER COMPANY	AIRPORT STANDPIPE @ N WEL	10/26/2011	162.64	11/04/2011	11-541-263
AZ WATER COMPANY	200 N WASHINGTON	10/21/2011	17.84	11/04/2011	10-554-263
AZ WATER COMPANY	911 S AZ BLVD	10/19/2011	308.32	11/18/2011	10-532-263
AZ WATER COMPANY	911 S AZ BLVD	10/19/2011	25.83	11/18/2011	10-532-263
AZ WATER COMPANY	850 W WILSON AVENUE	11/04/2011	44.57	11/10/2011	10-554-263
AZ WATER COMPANY	1600 COTA LANE/IRRIGATION	11/01/2011	111.40	11/10/2011	10-554-263
AZ WATER COMPANY	FLORENCE & SONORA	10/21/2011	17.84	11/04/2011	10-554-263
AZ WATER COMPANY	NORTH PARK/300 BLOCK WALT	10/24/2011	482.83	11/04/2011	10-554-263
AZ WATER COMPANY	301 N PACIFIC/EAST SIDE PAR	10/21/2011	17.84	11/04/2011	10-554-263
AZ WATER COMPANY	855 W BALDWIN ST/IRRIGATION	11/10/2011	214.04	11/18/2011	10-554-263
AZ WATER COMPANY	1595 COOLIDGE AVENUE	11/07/2011	25.83	11/18/2011	42-480-263
AZ WATER COMPANY	CM-1595 W COOLIDGE AVENUE	11/07/2011	328.30	11/18/2011	42-480-263
AZ WATER COMPANY	1301 W COOLIDGE AVENUE	11/07/2011	471.31	11/18/2011	11-541-263

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
AZ WATER COMPANY	110 W CENTRAL AVENUE	10/20/2011	51.16	11/04/2011	10-526-263
AZ WATER COMPANY	160 W CENTRAL AVENUE	10/20/2011	24.42	11/04/2011	10-555-263
AZ WATER COMPANY	AZ BLVD & INTERSECTION OF	10/25/2011	44.57	11/04/2011	10-554-263
AZ WATER COMPANY	395 W PALO VERDE AVENUE	10/19/2011	26.27	11/04/2011	13-535-263
AZ WATER COMPANY	855 W BALDWIN TRACT "N"	11/10/2011	142.61	11/18/2011	10-554-263
AZ WATER COMPANY	395 B W PALO VERDE	10/19/2011	47.36	11/04/2011	13-535-263
AZ WATER COMPANY	395 W PALO VERDE AVENUE	10/19/2011	47.50	11/04/2011	13-535-263
AZ WATER COMPANY	395 W PALO VERDE AVENUE	10/19/2011	54.20	11/04/2011	13-635-263
AZ WATER COMPANY	WALKER PARK-VAH KI INN	11/01/2011	102.43	11/10/2011	10-554-263
Total AZ WATER COMPANY:			2,112.51		
<b>BACA, MICHAEL</b>					
BACA, MICHAEL	BUS CLEANING	10/31/2011	25.00	11/04/2011	13-535-251
BACA, MICHAEL	BUS CLEANING	10/31/2011	125.00	11/04/2011	17-552-251
BACA, MICHAEL	BUS CLEANING	11/14/2011	150.00	11/23/2011	13-535-251
BACA, MICHAEL	BUS CLEANING	11/14/2011	125.00	11/23/2011	17-552-251
BACA, MICHAEL	BUS CLEANING	10/24/2011	225.00	11/04/2011	13-535-251
Total BACA, MICHAEL:			650.00		
<b>BEERS, MICHAEL F</b>					
BEERS, MICHAEL F	PUBLIC DEFENDER -NOVEMBE	11/02/2011	1,800.00	11/10/2011	10-525-221
Total BEERS, MICHAEL F:			1,800.00		
<b>BINGHAM EQUIPMENT CO.</b>					
BINGHAM EQUIPMENT CO.	O-RINGS/GASKET-OIL/LW5; SW	10/31/2011	122.38	11/18/2011	44-485-253
BINGHAM EQUIPMENT CO.	O-RINGS/GASKET-OIL/LW5; SW	10/31/2011	77.80	11/18/2011	44-485-256
BINGHAM EQUIPMENT CO.	LW1-GASKET/OIL	10/31/2011	122.38	11/10/2011	42-480-251
BINGHAM EQUIPMENT CO.	LW1-GASKET/OIL	10/31/2011	77.80	11/10/2011	42-480-256
Total BINGHAM EQUIPMENT CO.:			400.36		
<b>BRITE-LITE BARRICADE, L.L.C.</b>					
BRITE-LITE BARRICADE, L.L.C.	BARRICADE RENTAL FOR COO	10/05/2011	325.74	11/04/2011	33-491-285
BRITE-LITE BARRICADE, L.L.C.	BARRICADE RENTAL FOR COO	10/10/2011	285.74	11/04/2011	33-491-285
Total BRITE-LITE BARRICADE, L.L.C.:			611.48		
<b>BROWN &amp; BROWN CHEVROLET</b>					
BROWN & BROWN CHEVROLET	ST28-FAN	09/30/2011	288.98	11/04/2011	11-541-253
BROWN & BROWN CHEVROLET	ST9 VALVE	10/11/2011	127.95	11/04/2011	11-541-251
Total BROWN & BROWN CHEVROLET:			416.93		
<b>BROWN EVANS</b>					
BROWN EVANS	FUEL CHARGES	10/31/2011	2,931.18	11/18/2011	10-532-256
BROWN EVANS	FUEL CHARGES	11/08/2011	166.70	11/18/2011	10-521-256
BROWN EVANS	FUEL CHARGES	11/08/2011	51.87	11/18/2011	10-533-256
BROWN EVANS	FUEL CHARGES	11/08/2011	286.22	11/18/2011	10-534-256
BROWN EVANS	FUEL CHARGES	11/08/2011	269.81	11/18/2011	10-535-256
BROWN EVANS	FUEL CHARGES	11/08/2011	291.62	11/18/2011	10-543-256
BROWN EVANS	FUEL CHARGES	11/08/2011	125.90	11/18/2011	10-544-256
BROWN EVANS	FUEL CHARGES	11/08/2011	65.79	11/18/2011	10-545-256
BROWN EVANS	FUEL CHARGES	11/08/2011	80.66	11/18/2011	10-547-256
BROWN EVANS	FUEL CHARGES	11/08/2011	203.71	11/18/2011	10-553-256
BROWN EVANS	FUEL CHARGES	11/08/2011	717.38	11/18/2011	10-554-256

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
BROWN EVANS	FUEL CHARGES	11/08/2011	89.84	11/18/2011	10-561-256
BROWN EVANS	FUEL CHARGES	11/08/2011	3,184.11	11/18/2011	11-541-256
BROWN EVANS	FUEL CHARGES	11/08/2011	2,881.75	11/18/2011	13-535-256
BROWN EVANS	FUEL CHARGES	11/08/2011	1,177.36	11/18/2011	17-552-256
BROWN EVANS	FUEL CHARGES	11/08/2011	417.51	11/18/2011	42-480-256
BROWN EVANS	FUEL CHARGES	11/08/2011	2,248.70	11/18/2011	44-485-256
BROWN EVANS	FUEL CHARGES	11/08/2011	.00		44-485-256
<b>Total BROWN EVANS:</b>			<b>15,190.11</b>		
<b>BUREAU OF INDIAN AFFAIRS</b>					
BUREAU OF INDIAN AFFAIRS	1 DD AT COOL AP	11/07/2011	17.00	11/18/2011	46-542-264
BUREAU OF INDIAN AFFAIRS	20 DD LTS ON S AZ BLVD	11/07/2011	275.00	11/18/2011	11-541-264
BUREAU OF INDIAN AFFAIRS	71 DD LTS SO COOL	11/07/2011	976.25	11/18/2011	11-541-264
BUREAU OF INDIAN AFFAIRS	17 DD LTS SO COOL	11/07/2011	233.75	11/18/2011	11-541-264
BUREAU OF INDIAN AFFAIRS	6 DD LTS-HOHOKAM EST/COOL	10/07/2011	82.50	11/18/2011	11-541-264
BUREAU OF INDIAN AFFAIRS	1 DD LT\LYNN DR-COOLIDGE	11/07/2011	17.00	11/18/2011	11-541-264
BUREAU OF INDIAN AFFAIRS	MAINT METER FOR WWTP	11/07/2011	110.98	11/18/2011	42-480-264
BUREAU OF INDIAN AFFAIRS	S KENWORTHY #408	11/07/2011	660.17	11/18/2011	42-480-264
BUREAU OF INDIAN AFFAIRS	DOG PD ON BLDG	11/07/2011	339.23	11/18/2011	10-544-264
BUREAU OF INDIAN AFFAIRS	HWY 287 & ATTAWAY TRAFFIC	11/03/2011	131.55	11/18/2011	11-541-264
BUREAU OF INDIAN AFFAIRS	1 DD-LT-MARTIN RD HWY 87	11/07/2011	17.00	11/18/2011	11-541-264
BUREAU OF INDIAN AFFAIRS	N AZ BLVD/TRAFFIC LITES 1799	11/07/2011	63.53	11/18/2011	11-541-264
BUREAU OF INDIAN AFFAIRS	COOL AP CONTROL OFFICE	11/07/2011	411.24	11/18/2011	46-542-264
<b>Total BUREAU OF INDIAN AFFAIRS:</b>			<b>3,335.20</b>		
<b>BUSINESS SOLUTIONS GROUP, LLC</b>					
BUSINESS SOLUTIONS GROUP	2011 W-2'S, 1099'S ENVELOPES	10/19/2011	217.52	11/04/2011	10-529-214
<b>Total BUSINESS SOLUTIONS GROUP, LLC:</b>			<b>217.52</b>		
<b>CANYON STATE WIRELESS</b>					
CANYON STATE WIRELESS	MAINT NOV 2011	11/01/2011	481.25	11/18/2011	10-532-255
<b>Total CANYON STATE WIRELESS:</b>			<b>481.25</b>		
<b>CARPENTER, HAZELWOOD, DELGADO, &amp; WOOD, P</b>					
CARPENTER, HAZELWOOD, DE	WAGE ASSIGNMENT	11/23/2011	183.29	11/23/2011	62-218340
CARPENTER, HAZELWOOD, DE	WAGE ASSIGNMENT	11/11/2011	183.29	11/10/2011	62-218340
<b>Total CARPENTER, HAZELWOOD, DELGADO, &amp; WOOD, P:</b>			<b>366.58</b>		
<b>CASA GRANDE RENT A CAN</b>					
CASA GRANDE RENT A CAN	PORTA JOHNS FOR HALLOWE	11/08/2011	185.00	11/10/2011	10-553-241
<b>Total CASA GRANDE RENT A CAN:</b>			<b>185.00</b>		
<b>CASA GRANDE VALLEY NEWSPAPER</b>					
CASA GRANDE VALLEY NEWS	LEGAL PUB: NOTICE OF PUB H	10/26/2011	28.18	11/10/2011	10-561-236
CASA GRANDE VALLEY NEWS	LEGAL PUB:NOTICE OF PUB H	10/23/2011	40.62	11/10/2011	10-561-236
CASA GRANDE VALLEY NEWS	LEGAL PUB: PUB NOTICE/ORD	10/26/2011	124.63	11/18/2011	10-529-236
CASA GRANDE VALLEY NEWS	P&R HALLOWEEN CARNIVAL A	10/26/2011	182.43	11/10/2011	10-553-285
CASA GRANDE VALLEY NEWS	DRUG AND ALCOHOL AD IN PA	10/26/2011	83.68	11/18/2011	10-532-267
CASA GRANDE VALLEY NEWS	MONTHLY INTERNET SPONSO	10/31/2011	101.80	11/10/2011	10-521-276
CASA GRANDE VALLEY NEWS	CLASS-TR-CASPER INSTR	10/12/2011	81.15	11/10/2011	10-523-239
CASA GRANDE VALLEY NEWS	CLASS-CE-CASPER INSTR	10/12/2011	71.71	11/10/2011	10-523-239

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total CASA GRANDE VALLEY NEWSPAPER:			714.20		
<b>CENTRAL ARIZONA SOLID WASTE,IN</b>					
CENTRAL ARIZONA SOLID WAS	TIPPING FEES: CITY TOTAL \$17	10/31/2011	19,756.69	11/10/2011	44-485-266
Total CENTRAL ARIZONA SOLID WASTE,IN:			19,756.69		
<b>CENTRAL ARIZONA SUPPLY</b>					
CENTRAL ARIZONA SUPPLY	PD-RETRO KIT	10/20/2011	94.02	11/04/2011	10-532-252
Total CENTRAL ARIZONA SUPPLY:			94.02		
<b>CENTURYLINK</b>					
CENTURYLINK	520-723-0075	11/01/2011	676.53	11/18/2011	10-532-261
CENTURYLINK	520-723-1294	10/28/2011	94.86	11/18/2011	42-480-261
CENTURYLINK	520-723-3258	10/19/2011	172.06	11/04/2011	10-554-261
Total CENTURYLINK:			943.45		
<b>CHANNING BETE COMPANY,INC.</b>					
CHANNING BETE COMPANY,IN	AC COLRING BOOKS	11/09/2011	184.59	11/18/2011	10-547-285
Total CHANNING BETE COMPANY,INC.:			184.59		
<b>CHILD SUPPORT ENFORCEMENT</b>					
CHILD SUPPORT ENFORCEME	WAGE GARNISHMENT	11/23/2011	53.90	11/23/2011	62-218340
CHILD SUPPORT ENFORCEME	WAGE GARNISHMENT	11/11/2011	53.90	11/10/2011	62-218340
Total CHILD SUPPORT ENFORCEMENT:			107.80		
<b>CIRCLE K - SOUTH</b>					
CIRCLE K - SOUTH	RESTITUTION FOR VICTOR ELL	10/06/2011	28.77	11/10/2011	10-37-2110
Total CIRCLE K - SOUTH:			28.77		
<b>CITY OF COOLIDGE</b>					
CITY OF COOLIDGE	SEWER & TRASH	11/23/2011	231.01	11/23/2011	62-218340
CITY OF COOLIDGE	SEWER & TRASH	11/11/2011	231.01	11/10/2011	62-218340
Total CITY OF COOLIDGE:			462.02		
<b>COOLIDGE ACE HARDWARE</b>					
COOLIDGE ACE HARDWARE	STREETS-GLAZE COMPOUND	10/13/2011	10.51	11/18/2011	11-541-252
COOLIDGE ACE HARDWARE	CM-STREETS-WINDOW GLAZE	10/13/2011	8.84	11/18/2011	11-541-252
COOLIDGE ACE HARDWARE	STREETS-SCREEN/CLOTHSHA	10/13/2011	39.87	11/18/2011	11-541-252
COOLIDGE ACE HARDWARE	LIB-CONNECTORS/ELBOWS/C	10/21/2011	50.39	11/18/2011	10-555-252
COOLIDGE ACE HARDWARE	PARKS-BURLAP/BARB/JOLE PL	10/21/2011	72.50	11/04/2011	10-554-285
COOLIDGE ACE HARDWARE	STREETS-ANCHOR/BRACE	10/24/2011	7.51	11/18/2011	11-541-252
COOLIDGE ACE HARDWARE	P&R-STAPLES	10/24/2011	47.82	11/04/2011	10-553-285
COOLIDGE ACE HARDWARE	PARKS-POTTING MIX/CEMENT	10/25/2011	107.61	11/04/2011	10-554-285
COOLIDGE ACE HARDWARE	BM-ELBOW/NUTS/BOLTS/NAILS	10/26/2011	11.27	11/18/2011	10-544-252
COOLIDGE ACE HARDWARE	LIB-STOPPER DRAIN	10/26/2011	3.86	11/18/2011	10-555-252
COOLIDGE ACE HARDWARE	PARKS-WIRE CLOTHES	10/27/2011	10.51	11/04/2011	10-554-285
COOLIDGE ACE HARDWARE	LW-LIQ TITE/OUTLET BOX	10/31/2011	44.74	11/18/2011	42-480-285
COOLIDGE ACE HARDWARE	PARKS-CABLE TIES	10/31/2011	49.78	11/04/2011	10-554-285
COOLIDGE ACE HARDWARE	LW-CONDUIT	10/31/2011	29.65	11/18/2011	42-480-285
COOLIDGE ACE HARDWARE	PARKS-T PAPER HOLDER	10/31/2011	9.94	11/18/2011	10-554-252

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
COOLIDGE ACE HARDWARE	P&R-BATTERY	10/31/2011	10.51	11/04/2011	10-553-285
COOLIDGE ACE HARDWARE	STREETS-MARKING PAINT/CHA	11/01/2011	26.53	11/10/2011	11-541-285
COOLIDGE ACE HARDWARE	FIN-BATTERY	11/01/2011	14.93	11/18/2011	10-529-252
COOLIDGE ACE HARDWARE	PARKS-COUPLER/QWIK FIX	11/01/2011	13.26	11/18/2011	10-554-285
COOLIDGE ACE HARDWARE	LW-GUAGE PRESSURE	11/02/2011	9.95	11/18/2011	42-480-285
COOLIDGE ACE HARDWARE	LW-BULB	11/02/2011	27.66	11/10/2011	42-480-252
COOLIDGE ACE HARDWARE	JOINT CONCRETE	11/03/2011	36.42	11/10/2011	33-491-285
COOLIDGE ACE HARDWARE	PARKS-CAP PVC	11/03/2011	12.61	11/18/2011	10-554-285
COOLIDGE ACE HARDWARE	STREETS-PUSHBROOM	11/04/2011	30.97	11/10/2011	11-541-282
COOLIDGE ACE HARDWARE	PARKS-KEYS	11/07/2011	5.51	11/18/2011	10-554-252
COOLIDGE ACE HARDWARE	LW-NIPPLE CLOSE BRS	11/08/2011	3.31	11/18/2011	42-480-285
COOLIDGE ACE HARDWARE	PARKS-BAR & CHAIN OIL	11/09/2011	33.14	11/18/2011	10-554-253
COOLIDGE ACE HARDWARE	PARKS-ROPE	11/10/2011	13.27	11/18/2011	10-554-285
Total COOLIDGE ACE HARDWARE:			725.19		
<b>COOLIDGE CHAMBER OF COMMERCE</b>					
COOLIDGE CHAMBER OF COM	ANNUAL MEMBERSHIP DUES F	11/01/2011	50.00	11/10/2011	10-521-267
Total COOLIDGE CHAMBER OF COMMERCE:			50.00		
<b>COOLIDGE FLOWER SHOP</b>					
COOLIDGE FLOWER SHOP	PLANTS FOR WILLIAMS/DURAN	11/09/2011	94.10	11/18/2011	10-511-276
Total COOLIDGE FLOWER SHOP:			94.10		
<b>COOLIDGE VOLUNTEER</b>					
COOLIDGE VOLUNTEER	FIREFIGHTER DUES 11/11	11/23/2011	80.00	11/23/2011	62-218340
Total COOLIDGE VOLUNTEER:			80.00		
<b>COX COMMUNICATIONS/CABLE AMER</b>					
COX COMMUNICATIONS/CABL	INTERNET FOR TRANSIT FACIL	10/21/2011	76.00	11/04/2011	13-535-261
COX COMMUNICATIONS/CABL	INTERNET SERV ICE CITY HAL	11/01/2011	23.20	11/10/2011	10-526-261
COX COMMUNICATIONS/CABL	INTERNET SERV ICE CITY HAL	11/01/2011	23.20	11/10/2011	10-529-261
COX COMMUNICATIONS/CABL	INTERNET SERV ICE CITY HAL	11/01/2011	23.20	11/10/2011	10-532-261
COX COMMUNICATIONS/CABL	INTERNET SERV ICE CITY HAL	11/01/2011	23.20	11/10/2011	10-561-261
COX COMMUNICATIONS/CABL	INTERNET SERV ICE CITY HAL	11/01/2011	23.20	11/10/2011	13-535-261
Total COX COMMUNICATIONS/CABLE AMER:			192.00		
<b>CRESCENT ELECTRIC SUPPLY CO</b>					
CRESCENT ELECTRIC SUPPLY	WWTP-ANCHORS/NUTS/BOLTS	10/31/2011	94.75	11/23/2011	42-480-252
CRESCENT ELECTRIC SUPPLY	PD-BULBS	10/25/2011	532.14	11/18/2011	10-532-252
CRESCENT ELECTRIC SUPPLY	PD-BULBS/DISPENSER	10/20/2011	46.20	11/18/2011	10-532-252
CRESCENT ELECTRIC SUPPLY	LIB-TAP & ANCHORS	10/21/2011	198.68	11/18/2011	10-555-252
CRESCENT ELECTRIC SUPPLY	PD-C-H 3P CONTRACTOR	10/28/2011	60.72	11/10/2011	10-532-252
Total CRESCENT ELECTRIC SUPPLY CO:			932.49		
<b>CUTTING EDGE SUPPLY</b>					
CUTTING EDGE SUPPLY	ST29-GRADER BLADES	11/09/2011	1,987.55	11/18/2011	11-541-253
Total CUTTING EDGE SUPPLY:			1,987.55		
<b>DAY AUTO SUPPLY</b>					
DAY AUTO SUPPLY	PARKS TRAILER-BULB	08/31/2011	16.15	11/10/2011	10-554-253
DAY AUTO SUPPLY	VM1-GAS CAN	10/20/2011	21.80	11/04/2011	10-543-285

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
DAY AUTO SUPPLY	ST7-VALVE/SEAL	10/26/2011	33.36	11/04/2011	11-541-251
DAY AUTO SUPPLY	ST10-RACK AND PINION	10/26/2011	391.96	11/04/2011	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-POWER STEERI	10/26/2011	4.62	11/04/2011	10-532-256
DAY AUTO SUPPLY	ALL VEHICLES-POWER STEERI	10/26/2011	4.62	11/04/2011	10-543-256
DAY AUTO SUPPLY	ALL VEHICLES-POWER STEERI	10/26/2011	4.62	11/04/2011	10-544-256
DAY AUTO SUPPLY	ALL VEHICLES-POWER STEERI	10/26/2011	4.62	11/04/2011	10-554-256
DAY AUTO SUPPLY	ALL VEHICLES-POWER STEERI	10/26/2011	4.63	11/04/2011	11-541-256
DAY AUTO SUPPLY	ALL VEHICLES-POWER STEERI	10/26/2011	4.62	11/04/2011	42-480-256
DAY AUTO SUPPLY	ALL VEHICLES-POWER STEERI	10/26/2011	4.62	11/04/2011	44-485-256
DAY AUTO SUPPLY	FD-DIESEL CON NOGEL QT	10/26/2011	12.82	11/04/2011	10-534-256
DAY AUTO SUPPLY	VM-FUEL CAP	10/26/2011	56.29	11/04/2011	10-543-251
DAY AUTO SUPPLY	ALL VEHICLES-OIL	10/26/2011	22.72	11/04/2011	10-532-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	10/26/2011	22.71	11/04/2011	10-543-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	10/26/2011	22.71	11/04/2011	10-544-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	10/26/2011	22.72	11/04/2011	10-554-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	10/26/2011	22.71	11/04/2011	11-541-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	10/26/2011	22.72	11/04/2011	42-480-256
DAY AUTO SUPPLY	ALL VEHICLES-OIL	10/26/2011	22.72	11/04/2011	44-485-256
DAY AUTO SUPPLY	CM-ST10-CORE DEPOSIT	10/26/2011	153.76	11/04/2011	11-541-251
DAY AUTO SUPPLY	CM-VM1-FUEL CAP	10/27/2011	5.20	11/04/2011	10-543-251
DAY AUTO SUPPLY	VM1-ADAPTER	10/27/2011	11.98	11/04/2011	10-543-251
DAY AUTO SUPPLY	ST35 TRAILER-LAMP	10/27/2011	3.41	11/04/2011	11-541-251
DAY AUTO SUPPLY	PW2-FILTERS	10/28/2011	13.57	11/04/2011	11-541-251
DAY AUTO SUPPLY	SW2-PRIMARY WIRE/BATTERY	10/28/2011	15.41	11/04/2011	44-485-251
DAY AUTO SUPPLY	LW-SHORT BED CHEVY-BULLY	10/28/2011	49.80	11/10/2011	42-480-251
DAY AUTO SUPPLY	ST10-CAP SCREW	10/31/2011	.53	11/10/2011	11-541-251
DAY AUTO SUPPLY	ST24-HYD FLUID	10/31/2011	112.32	11/10/2011	11-541-256
DAY AUTO SUPPLY	ST24-HYD FILTER	10/31/2011	16.44	11/10/2011	11-541-251
DAY AUTO SUPPLY	VM1-TANK CAP	10/31/2011	26.00	11/10/2011	10-543-251
DAY AUTO SUPPLY	SHOP-TIRE CRAYON/LUBE	11/01/2011	10.32	11/10/2011	10-543-251
DAY AUTO SUPPLY	ST24-HOSE END	11/01/2011	22.08	11/10/2011	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-BRAKE CLEANER	11/01/2011	5.68	11/10/2011	10-532-251
DAY AUTO SUPPLY	ALL VEHICLES-BRAKE CLEANER	11/01/2011	5.67	11/10/2011	10-543-251
DAY AUTO SUPPLY	ALL VEHICLES-BRAKE CLEANER	11/01/2011	5.67	11/10/2011	10-544-251
DAY AUTO SUPPLY	ALL VEHICLES-BRAKE CLEANER	11/01/2011	5.67	11/10/2011	10-554-251
DAY AUTO SUPPLY	ALL VEHICLES-BRAKE CLEANER	11/01/2011	5.67	11/10/2011	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-BRAKE CLEANER	11/01/2011	5.68	11/10/2011	42-480-251
DAY AUTO SUPPLY	ALL VEHICLES-BRAKE CLEANER	11/01/2011	5.68	11/10/2011	44-485-251
DAY AUTO SUPPLY	ST24-HYD FLUID	11/01/2011	112.32	11/10/2011	11-541-256
DAY AUTO SUPPLY	ST24-5 GAL SOLV	11/01/2011	66.41	11/10/2011	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-CARB CLEANER	11/01/2011	5.67	11/10/2011	10-532-251
DAY AUTO SUPPLY	ALL VEHICLES-CARB CLEANER	11/01/2011	5.68	11/10/2011	10-543-251
DAY AUTO SUPPLY	ALL VEHICLES-CARB CLEANER	11/01/2011	5.68	11/10/2011	10-544-251
DAY AUTO SUPPLY	ALL VEHICLES-CARB CLEANER	11/01/2011	5.67	11/10/2011	10-554-251
DAY AUTO SUPPLY	ALL VEHICLES-CARB CLEANER	11/01/2011	5.68	11/10/2011	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-CARB CLEANER	11/01/2011	5.67	11/10/2011	42-480-251
DAY AUTO SUPPLY	ALL VEHICLES-CARB CLEANER	11/01/2011	5.67	11/10/2011	44-485-251
DAY AUTO SUPPLY	ST WEED EATER-FUEL HOSE/T	11/01/2011	13.39	11/10/2011	11-541-285
DAY AUTO SUPPLY	ST24-BLOW GUN	11/01/2011	30.65	11/10/2011	11-541-251
DAY AUTO SUPPLY	SW2-QUALITY HTR HOSE	11/02/2011	1.35	11/10/2011	44-485-251
DAY AUTO SUPPLY	WACKER PACKER-V-BELT	11/02/2011	11.94	11/10/2011	11-541-253
DAY AUTO SUPPLY	WACKER PACKER-V-BELT	11/02/2011	8.07	11/10/2011	11-541-253
DAY AUTO SUPPLY	ST2-THERMOSTAT	11/02/2011	8.83	11/10/2011	11-541-251
DAY AUTO SUPPLY	ST2-RADIATOR	11/02/2011	271.38	11/10/2011	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-TIRE PATCH	11/02/2011	6.48	11/10/2011	10-532-251
DAY AUTO SUPPLY	ALL VEHICLES-TIRE PATCH	11/02/2011	6.49	11/10/2011	10-543-251
DAY AUTO SUPPLY	ALL VEHICLES-TIRE PATCH	11/02/2011	6.49	11/10/2011	10-544-251
DAY AUTO SUPPLY	ALL VEHICLES-TIRE PATCH	11/02/2011	6.49	11/10/2011	10-554-251

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
DAY AUTO SUPPLY	ALL VEHICLES-TIRE PATCH	11/02/2011	6.49	11/10/2011	11-541-251
DAY AUTO SUPPLY	ALL VEHICLES-TIRE PATCH	11/02/2011	6.48	11/10/2011	42-480-251
DAY AUTO SUPPLY	ALL VEHICLES-TIRE PATCH	11/02/2011	6.47	11/10/2011	44-485-251
DAY AUTO SUPPLY	SW-CHAMBER	11/03/2011	177.08	11/10/2011	44-485-251
DAY AUTO SUPPLY	ST24-HOSE END	11/04/2011	45.21	11/10/2011	11-541-251
DAY AUTO SUPPLY	ST24-HYD FLUID/FILTER	11/04/2011	184.91	11/10/2011	11-541-251
DAY AUTO SUPPLY	ST24-HYD FLUID/FILTER	11/04/2011	112.32	11/10/2011	11-541-256
DAY AUTO SUPPLY	GM1-OIL PAN GASKET/REAR M	11/04/2011	57.98	11/18/2011	10-554-251
DAY AUTO SUPPLY	ST10-WIPER BLADE	11/07/2011	10.61	11/18/2011	11-541-251
DAY AUTO SUPPLY	PD90-FILTERS	11/07/2011	34.11	11/18/2011	10-532-251
DAY AUTO SUPPLY	PD90-BATTERY/CORE DEPOSI	11/07/2011	117.34	11/18/2011	10-532-251
DAY AUTO SUPPLY	SW2-BATTERY/CORE DEPOSIT	11/07/2011	239.09	11/18/2011	11-541-251
DAY AUTO SUPPLY	SHOP-MOLTEN 25	11/07/2011	23.21	11/18/2011	10-543-285
DAY AUTO SUPPLY	ALL VEHICLE-WINDOW CLEAN	11/08/2011	9.20	11/18/2011	10-532-251
DAY AUTO SUPPLY	ALL VEHICLE-WINDOW CLEAN	11/08/2011	9.21	11/18/2011	10-543-251
DAY AUTO SUPPLY	ALL VEHICLE-WINDOW CLEAN	11/08/2011	9.20	11/18/2011	10-544-251
DAY AUTO SUPPLY	ALL VEHICLE-WINDOW CLEAN	11/08/2011	9.20	11/18/2011	10-554-251
DAY AUTO SUPPLY	ST32-31-HITCH PIN/BALL MOUN	11/08/2011	45.51	11/18/2011	11-541-251
DAY AUTO SUPPLY	ALL VEHICLE-WINDOW CLEAN	11/08/2011	9.21	11/18/2011	11-541-251
DAY AUTO SUPPLY	ALL VEHICLE-WINDOW CLEAN	11/08/2011	9.20	11/18/2011	42-480-251
DAY AUTO SUPPLY	ALL VEHICLE-WINDOW CLEAN	11/08/2011	9.20	11/18/2011	44-485-251
DAY AUTO SUPPLY	ALL VEHICLES-CRIMPING TOO	11/08/2011	8.18	11/18/2011	10-532-282
DAY AUTO SUPPLY	ALL VEHICLES-CRIMPING TOO	11/08/2011	8.17	11/18/2011	10-543-282
DAY AUTO SUPPLY	ALL VEHICLES-CRIMPING TOO	11/08/2011	8.27	11/18/2011	10-544-282
DAY AUTO SUPPLY	ALL VEHICLES-CRIMPING TOO	11/08/2011	8.18	11/18/2011	10-554-282
DAY AUTO SUPPLY	ALL VEHICLES-CRIMPING TOO	11/08/2011	8.17	11/18/2011	11-541-282
DAY AUTO SUPPLY	ALL VEHICLES-CRIMPING TOO	11/08/2011	8.18	11/18/2011	42-480-282
DAY AUTO SUPPLY	ALL VEHICLES-CRIMPING TOO	11/08/2011	8.18	11/18/2011	44-485-282
DAY AUTO SUPPLY	GM1-DRAIN PLUG	11/08/2011	6.50	11/18/2011	10-554-251
DAY AUTO SUPPLY	STREETS-SWITCH CRACK SEA	11/08/2011	10.34	11/18/2011	11-541-253
DAY AUTO SUPPLY	PD75-BRADE ROTOR/PAD AXL	11/09/2011	245.91	11/18/2011	10-532-251
DAY AUTO SUPPLY	SW3-LUG SET/HOSE/HOSE EN	11/09/2011	176.59	11/18/2011	44-485-251
Total DAY AUTO SUPPLY:			3,103.21		
<b>DEVRIES BACKFLOW</b>					
DEVRIES BACKFLOW	WWTP-BACKFLOW TEST & CLE	09/26/2011	175.00	11/04/2011	42-480-285
Total DEVRIES BACKFLOW:			175.00		
<b>DOVEL, GEORGIA</b>					
DOVEL, GEORGIA	RESTITUTION FROM BRIAN HO	10/04/2011	100.00	11/10/2011	10-37-2110
Total DOVEL, GEORGIA:			100.00		
<b>DURAN, RACHEL A.</b>					
DURAN, RACHEL A.	MILEAGE REIMBURSEMENT O	11/01/2011	23.64	11/04/2011	10-562-271
DURAN, RACHEL A.	EXPENSE REIMBURSEMENT-R	11/15/2011	247.53	11/18/2011	10-511-276
Total DURAN, RACHEL A.:			271.17		
<b>EBSCO SUBSCRIPTION SERVICES</b>					
EBSCO SUBSCRIPTION SERVI	MAGZINE SUBSCRIPTIONS	10/21/2011	31.12	11/18/2011	10-555-215
Total EBSCO SUBSCRIPTION SERVICES:			31.12		
<b>ECMC</b>					
ECMC	WAGE ASSIGNMENT	11/23/2011	80.22	11/23/2011	62-218340

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
ECMC	WAGE ASSIGNMENT	11/11/2011	80.22	11/10/2011	62-218340
Total ECMC:			160.44		
<b>ELECTRICAL DISTRICT NO.2</b>					
ELECTRICAL DISTRICT NO.2	1299 S SIGNAL PEAK	11/07/2011	61.27	11/18/2011	10-535-264
ELECTRICAL DISTRICT NO.2	MARTIN VALLEY SEWAGE	11/07/2011	1,068.69	11/18/2011	42-480-264
ELECTRICAL DISTRICT NO.2	STREET LIGHTS @MARTIN VAL	11/07/2011	643.77	11/18/2011	11-541-264
Total ELECTRICAL DISTRICT NO.2:			1,773.73		
<b>EMPIRE SOUTHWEST</b>					
EMPIRE SOUTHWEST	ST29-OIL PRESSURE SENSOR	11/04/2011	1,547.02	11/18/2011	11-541-253
Total EMPIRE SOUTHWEST:			1,547.02		
<b>FELIX, SR., FRANCISCO</b>					
FELIX, SR., FRANCISCO	RESTIUTUTION FROM DAVID B	10/04/2011	206.00	11/10/2011	10-37-2110
Total FELIX, SR., FRANCISCO:			206.00		
<b>FIREMEN'S PENSION AND</b>					
FIREMEN'S PENSION AND	ANNUAL F/P TRUST FY 10/11	11/03/2011	4,888.99	11/10/2011	60-35-1910
Total FIREMEN'S PENSION AND:			4,888.99		
<b>FRED'S BOLTS &amp; NUTS</b>					
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/13/2011	23.22	11/10/2011	10-532-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/13/2011	23.22	11/10/2011	10-543-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/13/2011	23.22	11/10/2011	10-544-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/13/2011	23.22	11/10/2011	10-554-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/13/2011	23.23	11/10/2011	11-541-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/13/2011	23.22	11/10/2011	42-480-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/13/2011	23.22	11/10/2011	44-485-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/20/2011	25.31	11/10/2011	10-532-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/20/2011	25.31	11/10/2011	10-543-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/20/2011	25.31	11/10/2011	10-544-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/20/2011	25.31	11/10/2011	10-554-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/20/2011	25.31	11/10/2011	11-541-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/20/2011	25.31	11/10/2011	42-480-251
FRED'S BOLTS & NUTS	MISC HARDWARE FOR VEHICL	10/20/2011	25.31	11/10/2011	44-485-251
Total FRED'S BOLTS & NUTS:			339.72		
<b>FSH COMMUNICATIONS, LLC</b>					
FSH COMMUNICATIONS, LLC	AIRPORT PAYPHONE- NOVEMB	11/01/2011	71.24	11/18/2011	46-542-261
Total FSH COMMUNICATIONS, LLC:			71.24		
<b>G &amp; K SERVICES</b>					
G & K SERVICES	UNIFORM	09/01/2011	59.01	11/18/2011	13-539-286
G & K SERVICES	UNIFORM	09/01/2011	20.59	11/18/2011	17-552-286
G & K SERVICES	MATS/TOWELS	09/01/2011	85.66	11/18/2011	13-539-252
G & K SERVICES	UNIFORM	09/08/2011	59.01	11/18/2011	13-539-286
G & K SERVICES	UNIFORM	09/08/2011	20.59	11/18/2011	17-552-286
G & K SERVICES	MATS/TOWELS	09/08/2011	85.66	11/18/2011	13-539-252
G & K SERVICES	UNIFORM	09/15/2011	59.01	11/18/2011	13-539-286
G & K SERVICES	UNIFORM	09/15/2011	50.26	11/18/2011	17-552-286

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
G & K SERVICES	MATS/TOWELS	09/15/2011	85.66	11/18/2011	13-539-252
G & K SERVICES	UNIFORM	09/22/2011	59.01	11/18/2011	13-539-286
G & K SERVICES	UNIFORM	09/22/2011	21.55	11/18/2011	17-552-286
G & K SERVICES	MATS/TOWELS	09/22/2011	85.66	11/18/2011	13-539-252
G & K SERVICES	UNIFORM	09/29/2011	59.01	11/18/2011	13-539-286
G & K SERVICES	UNIFORM	09/29/2011	21.56	11/18/2011	17-552-286
G & K SERVICES	MATS/TOWELS	09/29/2011	85.66	11/18/2011	13-539-252
G & K SERVICES	UNIFORM	10/06/2011	59.01	11/23/2011	13-535-286
G & K SERVICES	UNIFORM	10/06/2011	21.56	11/23/2011	17-552-286
G & K SERVICES	MATS/TOWELS	10/06/2011	57.39	11/23/2011	13-535-252
G & K SERVICES	MATS/TOWELS	10/06/2011	28.27	11/23/2011	13-635-252
G & K SERVICES	UNIFORM	10/13/2011	62.35	11/23/2011	13-535-286
G & K SERVICES	UNIFORM	10/13/2011	21.28	11/23/2011	17-552-286
G & K SERVICES	MATS/TOWELS	10/13/2011	57.39	11/23/2011	13-535-252
G & K SERVICES	MATS/TOWELS	10/13/2011	28.27	11/23/2011	13-635-252
G & K SERVICES	UNIFORM	10/20/2011	59.01	11/23/2011	13-535-286
G & K SERVICES	UNIFORM	10/20/2011	23.09	11/23/2011	17-552-286
G & K SERVICES	MATS/TOWELS	10/20/2011	57.39	11/23/2011	13-535-252
G & K SERVICES	MATS/TOWELS	10/20/2011	28.27	11/23/2011	13-635-252
G & K SERVICES	UNIFORM	10/27/2011	59.01	11/23/2011	13-535-286
G & K SERVICES	UNIFORM	10/27/2011	21.56	11/23/2011	17-552-286
G & K SERVICES	MATS/TOWELS	10/27/2011	57.90	11/23/2011	13-535-252
G & K SERVICES	MATS/TOWELS	10/27/2011	28.53	11/23/2011	13-635-252
G & K SERVICES	UNIFORM	10/31/2011	26.69	11/10/2011	10-543-286
G & K SERVICES	UNIFORM	10/31/2011	61.40	11/10/2011	10-544-286
G & K SERVICES	UNIFORM	10/31/2011	212.80	11/10/2011	11-541-286
G & K SERVICES	UNIFORM	10/31/2011	79.14	11/10/2011	42-480-286
G & K SERVICES	UNIFORM	10/31/2011	174.64	11/10/2011	44-485-286
Total G & K SERVICES:			2,082.85		
<b>GARCIA, RAUL AND CELIA</b>					
GARCIA, RAUL AND CELIA	RENT FOR DEC 2011-357 E CO	11/14/2011	581.95	11/18/2011	15-410-241
GARCIA, RAUL AND CELIA	RENT FOR DEC 2011-327 E CA	11/14/2011	592.25	11/18/2011	15-440-241
Total GARCIA, RAUL AND CELIA:			1,174.20		
<b>GLASS, LEODIS</b>					
GLASS, LEODIS	CDL REIMBURSEMENT	10/28/2011	20.00	11/04/2011	44-485-229
Total GLASS, LEODIS:			20.00		
<b>GOVERNMENT FINANCE OFFICER'S ASSOC OF AZ</b>					
GOVERNMENT FINANCE OFFIC	ANNUAL DUES-LISA PANNELLA	11/01/2011	120.00	11/10/2011	10-529-267
Total GOVERNMENT FINANCE OFFICER'S ASSOC OF AZ:			120.00		
<b>GRAINGER</b>					
GRAINGER	WWTP: PRESSURE SWITCH	11/04/2011	29.36	11/18/2011	42-480-285
Total GRAINGER:			29.36		
<b>HEINFELD, MEECH &amp; CO., P. C.</b>					
HEINFELD, MEECH & CO., P. C.	PAYROLL TRAINING-STEPHANI	11/02/2011	99.00	11/04/2011	10-529-269
Total HEINFELD, MEECH & CO., P. C.:			99.00		

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
HENRY, AMANDA					
HENRY, AMANDA	RESTITUTION FROM STEPHEN	10/27/2011	6.72	11/10/2011	10-37-2110
Total HENRY, AMANDA:			6.72		
<b>HENRY, TRACY</b>					
HENRY, TRACY	RESTITUTION FROM CR2004-0	10/27/2011	10.00	11/10/2011	10-37-2110
Total HENRY, TRACY:			10.00		
<b>HOHOKAM IRRIGATION</b>					
HOHOKAM IRRIGATION	339 S KENWORTHY	10/24/2011	65.51	11/04/2011	42-480-264
HOHOKAM IRRIGATION	HEARTLAND LIFT STATION	10/24/2011	302.75	11/04/2011	42-480-264
Total HOHOKAM IRRIGATION:			368.26		
<b>HOME DEPOT CRC/GECF (THE)</b>					
HOME DEPOT CRC/GECF (THE)	HOME DEPOT CHARGES- 10/11	10/28/2011	945.52	11/10/2011	10-553-285
HOME DEPOT CRC/GECF (THE)	REC-HAUNTED GYM	10/28/2011	1,227.08	11/10/2011	10-553-285
HOME DEPOT CRC/GECF (THE)	PARKS-REPLACEMENT BATTE	10/28/2011	380.66	11/10/2011	10-554-282
HOME DEPOT CRC/GECF (THE)	PARKS- PLANTS	10/28/2011	97.46	11/10/2011	10-554-285
HOME DEPOT CRC/GECF (THE)	REC-HAUNTED GYM	10/28/2011	42.76	11/10/2011	10-554-285
HOME DEPOT CRC/GECF (THE)	PARKS-PLANTS	10/28/2011	24.00	11/10/2011	10-554-285
Total HOME DEPOT CRC/GECF (THE):			826.44		
<b>I C M A</b>					
I C M A	ANNUAL MEMBERSHIP DUES-F	10/31/2011	1,061.29	11/04/2011	10-521-267
Total I C M A:			1,061.29		
<b>ICMA RETIREMENT TRUST 457</b>					
ICMA RETIREMENT TRUST 457	DEFERRED COMP	11/23/2011	166.75	11/23/2011	10-521-129
ICMA RETIREMENT TRUST 457	DEFERRED COMP	11/23/2011	1,685.00	11/23/2011	62-218260
ICMA RETIREMENT TRUST 457	DEFERRED COMP	11/11/2011	166.75	11/10/2011	10-521-129
ICMA RETIREMENT TRUST 457	DEFERRED COMP	11/11/2011	1,685.00	11/10/2011	62-218260
Total ICMA RETIREMENT TRUST 457:			3,703.50		
<b>IKONS OFFICE SOLUTIONS</b>					
IKONS OFFICE SOLUTIONS	COPIER SERV/MAINT CONT	10/25/2011	31.63	11/04/2011	11-541-255
Total IKONS OFFICE SOLUTIONS:			31.63		
<b>INGRAM LIBRARY SERVICES</b>					
INGRAM LIBRARY SERVICES	ADULT AUDIO	10/17/2011	40.87	11/04/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	10/17/2011	21.94	11/18/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	10/17/2011	33.35	11/18/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	10/17/2011	23.17	11/18/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT AUDIO	10/21/2011	649.81	11/04/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT AUDIO	10/25/2011	201.44	11/04/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	10/26/2011	983.92	11/18/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	10/28/2011	115.83	11/18/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	11/01/2011	29.60	11/18/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	11/01/2011	21.80	11/18/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	11/01/2011	20.95	11/18/2011	10-555-215
INGRAM LIBRARY SERVICES	ADULT FICTION	11/01/2011	46.12	11/18/2011	10-555-215

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
<b>Total INGRAM LIBRARY SERVICES:</b>			<u>2,188.80</u>		
<b>INTERNAL REVENUE SERVICE</b>					
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	11/23/2011	100.00	11/23/2011	62-218340
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	11/23/2011	153.96	11/23/2011	62-218340
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	11/11/2011	100.00	11/10/2011	62-218340
INTERNAL REVENUE SERVICE	WAGE ASSIGNMENT	11/11/2011	153.96	11/10/2011	62-218340
<b>Total INTERNAL REVENUE SERVICE:</b>			<u>507.92</u>		
<b>J. J. KELLER &amp; ASSOCIATES INC.</b>					
J. J. KELLER & ASSOCIATES IN	TRANSIT-VEHICLE INSPECTIO	11/03/2011	221.11	11/23/2011	13-535-251
J. J. KELLER & ASSOCIATES IN	TRANSIT-VEHICLE INSPECTIO	11/03/2011	221.11	11/23/2011	17-552-251
<b>Total J. J. KELLER &amp; ASSOCIATES INC.:</b>			<u>442.22</u>		
<b>JIM'S SERVICE SECURITY ALARM</b>					
JIM'S SERVICE SECURITY ALA	WWTP- MONTHY ALARM MONI	11/01/2011	25.75	11/10/2011	42-480-261
<b>Total JIM'S SERVICE SECURITY ALARM:</b>			<u>25.75</u>		
<b>KIMLEY-HORN AND ASSOCIATES</b>					
KIMLEY-HORN AND ASSOCIAT	ENG SERVICES-DESIGN-COOLI	10/31/2011	5,427.85	11/23/2011	33-549-229
<b>Total KIMLEY-HORN AND ASSOCIATES:</b>			<u>5,427.85</u>		
<b>LEGEND TECHNICAL SERVICES</b>					
LEGEND TECHNICAL SERVICE	WATER ANALYSIS	10/25/2011	72.00	11/04/2011	42-480-229
<b>Total LEGEND TECHNICAL SERVICES:</b>			<u>72.00</u>		
<b>LEXISNEXIS</b>					
LEXISNEXIS	DATA SEARCHES	10/31/2011	127.15	11/10/2011	10-532-267
LEXISNEXIS	AZ CRIME AND TRAFFIC LAW 2	10/24/2011	184.53	11/10/2011	10-532-267
<b>Total LEXISNEXIS:</b>			<u>311.68</u>		
<b>LONG STAR AUTO GLASS</b>					
LONG STAR AUTO GLASS	ST35-WINDSHIELD	10/31/2011	160.00	11/10/2011	11-541-251
<b>Total LONG STAR AUTO GLASS:</b>			<u>160.00</u>		
<b>LUCKE, ROSEANN</b>					
LUCKE, ROSEANN	YOUTH SOCCER REFUND-PAID	11/14/2011	35.00	11/18/2011	10-35-2760
<b>Total LUCKE, ROSEANN:</b>			<u>35.00</u>		
<b>M &amp; S EQUIPMENT, INC.</b>					
M & S EQUIPMENT, INC.	MISC PARTS FOR WATER TRAI	10/26/2011	44.91	11/10/2011	10-554-253
M & S EQUIPMENT, INC.	ST24-HOSE AND FITTINGS	10/24/2011	93.85	11/04/2011	11-541-251
<b>Total M &amp; S EQUIPMENT, INC.:</b>			<u>138.76</u>		
<b>M E S</b>					
M E S	MAINT AND REPAIR SCBA BOT	10/27/2011	428.50	11/04/2011	10-534-253

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
<b>Total M E S:</b>			<b>428.50</b>		
<b>MAHONEY GROUP (THE)</b>					
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	33.25	11/18/2011	10-521-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	33.25	11/18/2011	10-523-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	33.25	11/18/2011	10-524-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	132.98	11/18/2011	10-526-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	166.22	11/18/2011	10-529-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	1,496.01	11/18/2011	10-532-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	99.74	11/18/2011	10-533-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	132.98	11/18/2011	10-534-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	49.87	11/18/2011	10-543-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	66.49	11/18/2011	10-544-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	66.49	11/18/2011	10-545-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	33.25	11/18/2011	10-547-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	132.98	11/18/2011	10-553-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	199.47	11/18/2011	10-554-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	166.22	11/18/2011	10-555-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	33.25	11/18/2011	10-556-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	139.63	11/18/2011	10-561-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	339.10	11/18/2011	11-541-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	106.34	11/18/2011	42-480-229
MAHONEY GROUP (THE)	OCT-DEC 2011 QTRLY CONSUL	11/07/2011	289.23	11/18/2011	44-485-229
<b>Total MAHONEY GROUP (THE):</b>			<b>3,750.00</b>		
<b>MANATEE TIRE &amp; AUTO, INC.</b>					
MANATEE TIRE & AUTO, INC.	USED TIRE FOR FLAT BED TRA	10/24/2011	27.68	11/04/2011	10-554-253
MANATEE TIRE & AUTO, INC.	P&R FLATBED TRAILER- USED	11/10/2011	156.78	11/18/2011	10-554-253
<b>Total MANATEE TIRE &amp; AUTO, INC.:</b>			<b>184.46</b>		
<b>MARTIN VALLEY COMMUNITY</b>					
MARTIN VALLEY COMMUNITY	PROEPRTY TAX-O&M DEBT SV	11/04/2011	1,137.78	11/10/2011	10-31-1110
<b>Total MARTIN VALLEY COMMUNITY :</b>			<b>1,137.78</b>		
<b>MARY LOU RAMIREZ</b>					
MARY LOU RAMIREZ	WAGE ASSIGNMENT	11/23/2011	267.68	11/23/2011	62-218340
MARY LOU RAMIREZ	WAGE ASSIGNMENT	11/11/2011	267.68	11/10/2011	62-218340
<b>Total MARY LOU RAMIREZ:</b>			<b>535.36</b>		
<b>MAXIMUM GRAPHIX</b>					
MAXIMUM GRAPHIX	PRODUCTION PRINTING-REAR	10/24/2011	430.55	11/10/2011	13-630-239
<b>Total MAXIMUM GRAPHIX:</b>			<b>430.55</b>		
<b>MEZA CONSTRUCTION INC</b>					
MEZA CONSTRUCTION INC	BLOCK FENCE FOR DAVILA-41	11/13/2011	8,319.83	11/18/2011	15-402-227
<b>Total MEZA CONSTRUCTION INC:</b>			<b>8,319.83</b>		
<b>MIDWEST TAPE</b>					
MIDWEST TAPE	FAMILY DVD'S	09/28/2011	48.95	11/04/2011	10-555-215
MIDWEST TAPE	FAMILY DVD'S	10/07/2011	509.75	11/04/2011	10-555-215
MIDWEST TAPE	FAMILY DVD'S	10/12/2011	49.97	11/04/2011	10-555-215

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
MIDWEST TAPE	FAMILY DVD'S	10/19/2011	381.82	11/04/2011	10-555-215
MIDWEST TAPE	FAMILY DVD'S	10/19/2011	14.99	11/04/2011	10-555-215
MIDWEST TAPE	FAMILY DVD'S	10/26/2011	28.98	11/04/2011	10-555-215
Total MIDWEST TAPE:			1,034.46		
<b>NATIONAL CRIME PREVENTION</b>					
NATIONAL CRIME PREVENTIO	MCGRUFF MATERIALS	10/04/2011	78.83	11/18/2011	10-532-285
Total NATIONAL CRIME PREVENTION :			78.83		
<b>OFFICEMAX CONTRACT INC.</b>					
OFFICEMAX CONTRACT INC.	SHREDDER FOR CITY HALL AR	11/02/2011	114.74	11/10/2011	10-523-285
OFFICEMAX CONTRACT INC.	SHREDDER FOR CITY HALL AR	11/02/2011	114.74	11/10/2011	10-524-285
OFFICEMAX CONTRACT INC.	SHREDDER FOR CITY HALL AR	11/02/2011	114.75	11/10/2011	10-529-285
Total OFFICEMAX CONTRACT INC.:			344.23		
<b>PAYSON POLICE DEPARTMENT</b>					
PAYSON POLICE DEPARTMEN	1033 PUBLIC SAFETY PROCUR	10/26/2011	250.00	11/04/2011	10-532-267
Total PAYSON POLICE DEPARTMENT:			250.00		
<b>PINAL COUNTY AIR QUALITY</b>					
PINAL COUNTY AIR QUALITY	WWTP-ANNUAL PERMIT FEE	10/25/2011	2,623.15	11/04/2011	42-480-267
Total PINAL COUNTY AIR QUALITY:			2,623.15		
<b>PINAL COUNTY ANIMAL CONTROL</b>					
PINAL COUNTY ANIMAL CONTR	MONTHLY ANIMAL CONTROL	10/07/2011	405.00	11/10/2011	10-547-229
Total PINAL COUNTY ANIMAL CONTROL:			405.00		
<b>PINAL COUNTY TREASURER</b>					
PINAL COUNTY TREASURER	ADDITIONAL ASSESSMENT SE	11/02/2011	14.51	11/04/2011	10-220465
PINAL COUNTY TREASURER	ADDITIONAL ASSESSMENT-CO	11/16/2011	13.24	11/18/2011	10-220465
Total PINAL COUNTY TREASURER:			27.75		
<b>PINAL COUNTY UNIFORMS</b>					
PINAL COUNTY UNIFORMS	ANIMAL CONTROL-BADGE HOL	10/28/2011	31.79	11/10/2011	10-547-286
Total PINAL COUNTY UNIFORMS:			31.79		
<b>POWER STREAM</b>					
POWER STREAM	CH 11 LIVE VIDEO STREAMING	11/01/2011	320.68	11/10/2011	10-556-255
Total POWER STREAM:			320.68		
<b>PRE-PAID LEGAL SERVICE</b>					
PRE-PAID LEGAL SERVICE	PREPAID LEGAL- NOV 2011	11/23/2011	63.75	11/23/2011	62-218340
Total PRE-PAID LEGAL SERVICE:			63.75		
<b>PRINCIPAL -PLIC-SBD DES MOINES</b>					
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	99.88	11/04/2011	10-203090
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	45.00	11/04/2011	10-521-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	11.16	11/04/2011	10-521-133

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	20.88	11/04/2011	10-523-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	9.52	11/04/2011	10-523-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	28.05	11/04/2011	10-524-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	12.63	11/04/2011	10-524-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	76.35	11/04/2011	10-526-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	34.78	11/04/2011	10-526-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	101.52	11/04/2011	10-529-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	46.18	11/04/2011	10-529-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	862.26	11/04/2011	10-532-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	375.71	11/04/2011	10-532-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	64.29	11/04/2011	10-533-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	29.23	11/04/2011	10-533-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	54.21	11/04/2011	10-535-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	24.58	11/04/2011	10-535-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	16.80	11/04/2011	10-543-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	7.61	11/04/2011	10-543-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	43.50	11/04/2011	10-544-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	19.89	11/04/2011	10-544-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	43.23	11/04/2011	10-545-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	19.55	11/04/2011	10-545-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	25.50	11/04/2011	10-547-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	11.76	11/04/2011	10-547-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	73.32	11/04/2011	10-553-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	33.39	11/04/2011	10-553-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	81.90	11/04/2011	10-554-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	37.20	11/04/2011	10-554-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	70.74	11/04/2011	10-555-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	32.19	11/04/2011	10-555-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	21.03	11/04/2011	10-556-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	9.52	11/04/2011	10-556-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	120.66	11/04/2011	10-561-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	44.43	11/04/2011	10-561-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	190.62	11/04/2011	11-541-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	96.92	11/04/2011	11-541-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	91.50	11/04/2011	13-535-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	39.12	11/04/2011	13-535-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	18.78	11/04/2011	17-552-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	8.66	11/04/2011	17-552-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	7.61	11/04/2011	20-583-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	8.47	11/04/2011	20-602-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	58.20	11/04/2011	42-480-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	26.48	11/04/2011	42-480-133
PRINCIPAL -PLIC-SBD DES MOI	STD-11/11	10/18/2011	136.59	11/04/2011	44-485-133
PRINCIPAL -PLIC-SBD DES MOI	LIFE COVERAGE- 11/11	10/18/2011	62.12	11/04/2011	44-485-133
PRINCIPAL -PLIC-SBD DES MOI	DENTAL COVERAGE-NOV 2011	10/18/2011	5,101.92	11/04/2011	62-218030
PRINCIPAL -PLIC-SBD DES MOI	DENTAL COVERAGE-NOV 2011	10/18/2011	967.79	11/04/2011	62-218230
Total PRINCIPAL -PLIC-SBD DES MOINES:			9,423.23		
<b>PRO FORCE L.E.</b>					
PRO FORCE L.E.	9-TASERS 26014-TSR X26E	11/09/2011	7,862.28	11/23/2011	32-570-919
Total PRO FORCE L.E.:			7,862.28		
<b>PRO-TEC MOBILE COMM. INC.</b>					
PRO-TEC MOBILE COMM. INC.	TWO-WAY RADIO BATTERIES	10/28/2011	238.05	11/04/2011	42-480-285
PRO-TEC MOBILE COMM. INC.	C531-MOBILE RADIO REPAIR	11/21/2011	142.58	11/23/2011	10-534-253

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total PRO-TEC MOBILE COMM. INC.:			380.63		
<b>PRUDENTIAL OVERALL SUPPLY</b>					
PRUDENTIAL OVERALL SUPPL	FLOOR MATS	10/18/2011	170.09	11/04/2011	10-544-281
Total PRUDENTIAL OVERALL SUPPLY:			170.09		
<b>PUBLIC SAFETY PERSONNEL</b>					
PUBLIC SAFETY PERSONNEL	FD RETIREMENT	11/23/2011	448.37	11/23/2011	62-218010
PUBLIC SAFETY PERSONNEL	PD RETIREMENT	11/23/2011	11,100.38	11/23/2011	62-218020
PUBLIC SAFETY PERSONNEL	FD RETIREMENT	11/23/2011	491.56	11/23/2011	62-218210
PUBLIC SAFETY PERSONNEL	PD RETIREMENT	11/23/2011	5,449.40	11/23/2011	62-218220
PUBLIC SAFETY PERSONNEL	FD RETIREMENT	11/11/2011	455.32	11/10/2011	62-218010
PUBLIC SAFETY PERSONNEL	P.D RETIREMENT	11/11/2011	10,083.60	11/10/2011	62-218020
PUBLIC SAFETY PERSONNEL	FD RETIREMENT	11/11/2011	499.18	11/10/2011	62-218210
PUBLIC SAFETY PERSONNEL	P.D RETIREMENT	11/11/2011	4,950.24	11/10/2011	62-218220
Total PUBLIC SAFETY PERSONNEL:			33,478.05		
<b>PUBLIC SAFETY PERSONNEL REITREMENT SYSTE</b>					
PUBLIC SAFETY PERSONNEL R	ALTER. PD PSPRS CONTRIBUTI	11/23/2011	748.17	11/23/2011	62-218020
PUBLIC SAFETY PERSONNEL R	ALTER. PD PSPRS CONTRIBUTI	11/11/2011	748.17	11/10/2011	62-218020
Total PUBLIC SAFETY PERSONNEL REITREMENT SYSTE:			1,496.34		
<b>QUILL CORPORATION</b>					
QUILL CORPORATION	OFFICE SUPPLIES	10/13/2011	211.50	11/04/2011	14-526-211
QUILL CORPORATION	ADDING MACHINE TAPE	10/24/2011	82.34	11/04/2011	10-529-211
QUILL CORPORATION	OFFICE SUPPLIES	10/26/2011	21.52	11/04/2011	11-541-211
Total QUILL CORPORATION:			315.36		
<b>R &amp; B DEMOLITION SERVICES, LLC</b>					
R & B DEMOLITION SERVICES,	DEMO OF 680 W CENTRAL AVE	11/14/2011	3,875.00	11/18/2011	32-570-919
Total R & B DEMOLITION SERVICES, LLC:			3,875.00		
<b>RADAR SHOP (THE)</b>					
RADAR SHOP (THE)	CERTIFIED RADAR UNITS AND	10/26/2011	944.00	11/04/2011	10-532-255
Total RADAR SHOP (THE):			944.00		
<b>RAIN TUNNEL CARWASH</b>					
RAIN TUNNEL CARWASH	CAR WASH TICKETS	07/29/2011	250.00	11/18/2011	10-532-285
RAIN TUNNEL CARWASH	CARWASH TICKETS	10/26/2011	250.00	11/18/2011	10-532-285
Total RAIN TUNNEL CARWASH:			500.00		
<b>RASCON, MARY</b>					
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	15.27	11/18/2011	10-553-285
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	4.41	11/18/2011	10-553-285
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	2.13	11/18/2011	10-553-285
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	16.61	11/18/2011	10-553-285
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	13.28	11/18/2011	10-553-285
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	10.00	11/18/2011	10-554-252
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	15.00	11/18/2011	10-554-252
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	13.00	11/18/2011	10-554-285

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	12.00	11/18/2011	10-554-285
RASCON, MARY	REPLENISH PETTY CASH- RAS	11/15/2011	12.00	11/18/2011	10-554-285
Total RASCON, MARY:			113.70		
<b>RIGHT AWAY DISPOSAL</b>					
RIGHT AWAY DISPOSAL	BULK TRASH REMOVAL-CITY Y	10/31/2011	373.46	11/10/2011	44-485-266
Total RIGHT AWAY DISPOSAL:			373.46		
<b>ROADSAFE TRAFFIC-PHOENIX</b>					
ROADSAFE TRAFFIC-PHOENIX	TRAFFIC SIGN POSTS	10/31/2011	1,695.00	11/23/2011	33-491-285
ROADSAFE TRAFFIC-PHOENIX	REINSTALL ALT & REPAIR ABD	11/09/2011	425.75	11/18/2011	10-554-253
Total ROADS SAFE TRAFFIC-PHOENIX:			2,120.75		
<b>SAFEWAY, INC. #2018</b>					
SAFEWAY, INC. #2018	SAFEWAY CHARGES-NOV 2011	11/12/2011	23.83	11/23/2011	10-555-288
Total SAFEWAY, INC. #2018:			23.83		
<b>SAM'S CLUB</b>					
SAM'S CLUB	SAMS CLUB RENEWAL	10/29/2011	38.08	11/18/2011	10-534-267
Total SAM'S CLUB:			38.08		
<b>SANDIA COMMUNITY FACILITY</b>					
SANDIA COMMUNITY FACILITY	PROPERTY TAX- O&M-10/11	11/04/2011	251.87	11/10/2011	10-31-1110
Total SANDIA COMMUNITY FACILITY:			251.87		
<b>SHERWIN-WILLIAMS CO.</b>					
SHERWIN-WILLIAMS CO.	PINSTRIPING MACHINE TAPE	09/23/2011	20.99	11/04/2011	11-541-253
Total SHERWIN-WILLIAMS CO.:			20.99		
<b>SLOMEINSKY, DON</b>					
SLOMEINSKY, DON	OFFICIATE SOFTBALL LEAGUE	11/01/2011	147.00	11/04/2011	10-553-227
SLOMEINSKY, DON	OFFICIATE SOFTBALL LEAGUE	11/08/2011	147.00	11/10/2011	10-553-227
Total SLOMEINSKY, DON:			294.00		
<b>SMARTWORKSPLUS, INC</b>					
SMARTWORKSPLUS, INC	PHASED RETIREMENT NOV 20	11/07/2011	3,575.66	11/18/2011	10-532-111
SMARTWORKSPLUS, INC	PHASED RETIREMENT NOV 20	11/07/2011	6,962.56	11/18/2011	10-534-111
Total SMARTWORKSPLUS, INC:			10,538.22		
<b>SOUTHWEST GAS CORPORATION</b>					
SOUTHWEST GAS CORPORATI	130 W CENTRAL AVE	11/08/2011	35.57	11/18/2011	10-529-262
SOUTHWEST GAS CORPORATI	110 W CENTRAL AVENUE	11/08/2011	58.71	11/18/2011	10-526-262
SOUTHWEST GAS CORPORATI	160 W CENTRAL AVE	11/08/2011	35.57	11/23/2011	10-555-262
SOUTHWEST GAS CORPORATI	411 S 1ST STREET	11/08/2011	78.10	11/18/2011	10-543-262
SOUTHWEST GAS CORPORATI	327 E CAMERON BLVD	11/08/2011	45.52	11/18/2011	15-440-262
SOUTHWEST GAS CORPORATI	357 E CONGRESS	11/08/2011	22.82	11/18/2011	15-410-262
SOUTHWEST GAS CORPORATI	240 W PINKLEY AVE	11/08/2011	36.86	11/18/2011	10-544-262

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total SOUTHWEST GAS CORPORATION:			313.15		
<b>SOUTHWEST LABORATORIES</b>					
SOUTHWEST LABORATORIES	PRE EMPLOYMENT DRUG SCR	10/31/2011	29.75	11/18/2011	10-523-229
Total SOUTHWEST LABORATORIES:			29.75		
<b>SOUTHWESTERN BUSINESS FORMS, INC.</b>					
SOUTHWESTERN BUSINESS F	P&R-#10 ENVELOPES	11/09/2011	100.56	11/18/2011	10-553-211
Total SOUTHWESTERN BUSINESS FORMS, INC.:			100.56		
<b>SPRINT</b>					
SPRINT	MONTHLY ROUTER GM 11/5-12/	11/05/2011	19.00	11/18/2011	10-561-261
Total SPRINT:			19.00		
<b>SPRINT NEXTEL</b>					
SPRINT NEXTEL	MOBILE DATA AIR CARDS	10/18/2011	999.75	11/18/2011	10-532-261
Total SPRINT NEXTEL:			999.75		
<b>STANTEC CONSULTING SERVICES INC</b>					
STANTEC CONSULTING SERVI	PLAN REVIEW DOLLAR STORE	11/14/2011	2,547.16	11/18/2011	10-561-229
Total STANTEC CONSULTING SERVICES INC:			2,547.16		
<b>SUNSTATE EQUIPMENT CORP.</b>					
SUNSTATE EQUIPMENT CORP.	LIGHT TOWER 4000 WATT	10/31/2011	139.06	11/18/2011	10-553-285
Total SUNSTATE EQUIPMENT CORP.:			139.06		
<b>SUPPORT PAYMENT CLEARINGHOUSE</b>					
SUPPORT PAYMENT CLEARIN	WAGE ASSIGNMENT	11/23/2011	1,044.16	11/23/2011	62-218340
SUPPORT PAYMENT CLEARIN	WAGE ASSIGNMENT	11/11/2011	1,044.16	11/10/2011	62-218340
Total SUPPORT PAYMENT CLEARINGHOUSE:			2,088.32		
<b>TAPIA, BRANDI</b>					
TAPIA, BRANDI	RESTITUTION FROM ESTEVAN	10/19/2011	100.00	11/10/2011	10-37-2110
Total TAPIA, BRANDI:			100.00		
<b>TATA &amp; HOWARD</b>					
TATA & HOWARD	WWTP EVAL: PROFESSIONAL	11/08/2011	770.63	11/23/2011	42-480-229
Total TATA & HOWARD:			770.63		
<b>TRUWEST CONSTRUCTION LLC</b>					
TRUWEST CONSTRUCTION LLC	2NW DRAW, 50% WORK COMP	11/14/2011	4,417.50	11/18/2011	15-402-227
TRUWEST CONSTRUCTION LLC	2NW DRAW, 50% WORK COMP	11/14/2011	12,797.50	11/18/2011	15-440-227
TRUWEST CONSTRUCTION LLC	3RD DRAW, 75% WORK COMPL	11/23/2011	16,450.00	11/23/2011	15-402-227
Total TRUWEST CONSTRUCTION LLC:			33,665.00		
<b>TSO MOBILE</b>					
TSO MOBILE	GPS COMMUNICATION-PAYME	10/24/2011	2,894.58	11/04/2011	13-535-261

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
TSO MOBILE	GPS COMMUNICATION-PAYME	10/24/2011	657.86	11/04/2011	13-635-261
Total TSO MOBILE:			3,552.44		
<b>U.S. BANCORP EQUIPMENT FINANCE, INC.</b>					
U.S. BANCORP EQUIPMENT FI	LEASE COPIER-XEROX 242	10/25/2011	472.17	11/04/2011	17-552-241
Total U.S. BANCORP EQUIPMENT FINANCE, INC.:			472.17		
<b>UNITED EXTERMINATING CO.</b>					
UNITED EXTERMINATING CO.	PUBLIC WORKS	11/04/2011	10.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	CITY AIRPORT	11/01/2011	20.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	OLD POLICE STATION	11/01/2011	12.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	CITY HALL	11/01/2011	12.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	CITY LIBRARY	11/01/2011	12.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	WOMENS CLUB	11/01/2011	15.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	ADULT CENTER	11/01/2011	22.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	GROWTH MGMNT	11/01/2011	25.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	FIRE DEPT ANNEX	11/01/2011	45.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	FIRE DEPT	11/01/2011	12.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	POLICE STATION	11/01/2011	40.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	CITY TRANSIT	11/01/2011	45.00	11/10/2011	10-544-229
UNITED EXTERMINATING CO.	TRANSIT-SHOP	11/01/2011	25.00	11/10/2011	10-544-229
Total UNITED EXTERMINATING CO.:			295.00		
<b>UNITED STATES DEPARTMENT OF TREASURY</b>					
UNITED STATES DEPARTMENT	WAGE ASSIGNMENT	11/23/2011	150.00	11/23/2011	62-218340
UNITED STATES DEPARTMENT	WAGE ASSIGNMENT	11/11/2011	150.00	11/10/2011	62-218340
Total UNITED STATES DEPARTMENT OF TREASURY:			300.00		
<b>UNITED TRUCK &amp; EQUIPMENT</b>					
UNITED TRUCK & EQUIPMENT	ST24-HYD PUMP REPAIR	11/04/2011	970.32	11/18/2011	11-541-251
Total UNITED TRUCK & EQUIPMENT:			970.32		
<b>UNITED WAY OF PINAL COUNTY</b>					
UNITED WAY OF PINAL COUNT	UNITED WAY DONATIONS	11/23/2011	91.00	11/23/2011	62-218340
UNITED WAY OF PINAL COUNT	UNITED WAY DONATIONS	11/11/2011	91.00	11/10/2011	62-218340
Total UNITED WAY OF PINAL COUNTY:			182.00		
<b>VAH KI COURT APARTMENTS</b>					
VAH KI COURT APARTMENTS	RESTITUTION FROM JEROME J	10/04/2011	14.10	11/10/2011	10-37-2110
Total VAH Ki COURT APARTMENTS:			14.10		
<b>VALLEY COLLECTION SERVICE</b>					
VALLEY COLLECTION SERVICE	15% COLLECTION FEE	11/02/2011	599.19	11/23/2011	42-480-229
VALLEY COLLECTION SERVICE	15% COLLECTION FEE	11/02/2011	599.19	11/23/2011	44-485-229
Total VALLEY COLLECTION SERVICE:			1,198.38		
<b>VAUGHN, RICKY</b>					
VAUGHN, RICKY	OFFICIATE SOFTBALL LEAGUE	11/08/2011	147.00	11/10/2011	10-553-227
VAUGHN, RICKY	OFFICIATE SOFTBALL LEAGUE	11/14/2011	147.00	11/18/2011	10-553-227

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total VAUGHN, RICKY:			294.00		
<b>VERIZON WIRELESS</b>					
VERIZON WIRELESS	MO CELL PHONE CHARGE - CI	10/21/2011	55.37	11/04/2011	10-521-261
Total VERIZON WIRELESS:			55.37		
<b>VISION SERVICE PLAN</b>					
VISION SERVICE PLAN	COBRA-VISION SERVICE 11/11	10/19/2011	93.04	11/04/2011	10-203090
VISION SERVICE PLAN	VISION SERVICE - 11/11	10/19/2011	1,425.40	11/04/2011	62-218230
Total VISION SERVICE PLAN:			1,518.44		
<b>VOCE TELECOM</b>					
VOCE TELECOM	LONG DISTANCE CHARGES	10/31/2011	384.50	11/10/2011	10-529-261
Total VOCE TELECOM:			384.50		
<b>WAINSCOTT, LARRY</b>					
WAINSCOTT, LARRY	OFFICIATE SOFTBALL LEAGUE	11/01/2011	147.00	11/04/2011	10-553-227
WAINSCOTT, LARRY	OFFICIATE SOFTBALL LEAGUE	11/04/2011	147.00	11/18/2011	10-553-227
Total WAINSCOTT, LARRY:			294.00		
<b>WASTE MANAGEMENT OF ARIZONA</b>					
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR AIRPORT	10/21/2011	79.55	11/04/2011	46-542-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	10/21/2011	79.55	11/04/2011	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	10/21/2011	79.55	11/04/2011	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	10/21/2011	79.55	11/04/2011	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	10/21/2011	106.55	11/04/2011	10-554-241
WASTE MANAGEMENT OF ARIZ	PORTA JOHNS FOR PARKS	10/21/2011	79.55	11/04/2011	10-554-241
Total WASTE MANAGEMENT OF ARIZONA:			504.30		
<b>WEST VALLEY UNIFORMS</b>					
WEST VALLEY UNIFORMS	UNIFORM DUTY GEAR/DRANE	10/21/2011	318.38	11/18/2011	20-567-285
Total WEST VALLEY UNIFORMS:			318.38		
<b>WESTERN STATES PETROLEUM, INC.</b>					
WESTERN STATES PETROLEUM	VEHICLE MAINT	11/14/2011	3,574.24	11/23/2011	17-552-251
Total WESTERN STATES PETROLEUM, INC.:			3,574.24		
<b>WILCOX PROFESSIONAL SERVICES, LLC</b>					
WILCOX PROFESSIONAL SERV	PAY REQUEST 1-PURCHASE A	10/26/2011	17,025.75	11/18/2011	17-570-229
WILCOX PROFESSIONAL SERV	PAY REQUEST 1-PURCHASE A	10/26/2011	448.05	11/18/2011	17-571-229
WILCOX PROFESSIONAL SERV	PAY REQUEST 1-PURCHASE A	10/26/2011	448.04	11/18/2011	46-542-229
WILCOX PROFESSIONAL SERV	PURCHASE/INSTALL AWOS	11/02/2011	1,623.55	11/18/2011	17-570-229
WILCOX PROFESSIONAL SERV	PURCHASE/INSTALL AWOS	11/02/2011	42.73	11/18/2011	17-571-229
WILCOX PROFESSIONAL SERV	PURCHASE/INSTALL AWOS	11/02/2011	42.72	11/18/2011	46-542-229
Total WILCOX PROFESSIONAL SERVICES, LLC:			19,630.84		
<b>WINDHAM PROFESSIONALS, INC.</b>					
WINDHAM PROFESSIONALS, IN	WAGE ASSIGNMENT	11/23/2011	151.15	11/23/2011	62-218340

Vendor Name	Description	Invoice Date	Amount Paid	Date Paid	GL Account Number
Total WINDHAM PROFESSIONALS, INC.:			151.15		
<b>WINNERS CIRCLE (THE)</b>					
WINNERS CIRCLE (THE)	TROPHIES FOR HALLOWEEN C	10/27/2011	236.34	11/04/2011	10-553-285
Total WINNERS CIRCLE (THE):			236.34		
Grand Totals:			401,272.08		

Dated: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Detail report.

Paid and unpaid invoices included.