PURSUANT TO A.R.S. SECTION 38-431 THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, JANUARY 4, 2011 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Information/Discussion/Action to recognize newly elected and re-elected public officials for the period January 1, 2011, through December 31, 2014, as follows: Robert Duber II, Judge of the Superior Court, Division 2; Anita Escobedo, Clerk of the Superior Court; Gary Goetteman, Globe Regional Justice of the Peace; Dorothy Little, Payson Regional Justice of the Peace; Jesse Bolinger, Globe Regional Constable; and Colt White, Payson Regional Constable. Judge Peter Cahill will immediately administer the Oath of Office to all officials. **(Linda Eastlick)**

B Presentation by the Gila County Recycling and Landfill Management Department on the annual program of recycling and refurbishing discarded bicycles for distribution to disadvantaged youth in Gila County. **(Sharon Winters)**

3 **REGULAR AGENDA ITEMS:**

A **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)**
Information/Discussion/Action to approve the Library Service Agreement between the Gila County Library District and the San Carlos Public Library to cooperate in the provision of library services for the period July 1, 2010, through June 30, 2011, and to match up to $32,920. **(Jacque Griffin)**

B Information/Discussion/Action to approve the Resource Access and Attainment Policy for the Gila County Library District. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors)

C Information/Discussion/Action to select one of the following projects for the Secure Rural Schools Title II Special Projects application for 2011: Double Chip Seal Forest Road 423 (Cline Boulevard) in Tonto Basin or Double Chip Seal Forest Road 55 (Russell Road to Kellner Canyon Road) in Globe and direct staff to proceed with preparing the grant application. **(Jacque Griffin/Steve Stratton/Steve Sanders)**

D Information/Discussion/Action to adopt Resolution No. 11-01-01 authorizing the submission of a Grant Application for Home Investment Partnership Program funds, and Resolution No. 11-01-02 adopting housing services guidelines; and to approve the submission of the Grant Application to the Arizona State Department of Housing, State Housing Fund, in the amount of $330,000 for the Owner-Occupied Housing Rehabilitation 2011 HOME Project. **(Malissa Buzan)**

E Information/Discussion/Action to accept or reject a petition from Landmark at the Creek LLC, to begin the process to dispose of an unnecessary public roadway being a portion of Christopher Creek Loop as shown on the attached map. **(Steve Sanders)**

F Information/ Discussion/ Action to approve the purchase of parcel no. 205-14-035E and a portion of parcel no. 205-14-035C from Jack-in-the-Box Inc. in the amount of $18,000 plus closing fees for the Monroe Street realignment project. **(Steve Stratton)**

G Information/Discussion/Action to approve Road Project Agreement No. 11-RO-11031200-010 between the United States Department of Agriculture, Forest Service, Tonto National Forest, and Gila County for FY11 annual maintenance on Tonto National Forest Service roads in the amount of $72,114 through September 30, 2011, and with approval for Steve Stratton, Public Works Division Director, to sign modifications under $50,000. **(Steve Stratton)**

H Information/Discussion/Action to authorize the Gila County Emergency Management Department to submit a FEMA Mitigation-January 2010 Buy-Out Project Grant Application to the Arizona Division of Emergency Management for FEMA Hazard Mitigation Grant Program funds in the amount of $464,492. **(Matthew Bolinger)**

I Information/Discussion/Action to authorize the Gila County Emergency Management Department approval to submit a FEMA Mitigation Grant Application-Vertical Heights Road Repair Project to the Arizona Division of Emergency Management for a grant request totalling $350,000. **(Matthew Bolinger)**

J Information/Discussion/Action to authorize the Gila County Emergency Management Department to submit a FEMA Mitigation Grant Application-Individual Flood Insurance and Mitigation Outreach Project to the Arizona Division of Emergency Management for FEMA Hazard Mitigation Grant Program funding in the amount of $69,625 for the hire of a Flood Mitigation Analyst for an 18-month period. **(Matthew Bolinger)**

K Information/Discussion/Action to authorize the Gila County Emergency Management Department to submit a FEMA Mitigation Grant Application-Elevation Project to the Arizona Division of Emergency Management for Hazard Mitigation Grant Program funding in the amount of $50,000. **(Matthew Bolinger)**

L Presentation of information related to Gila County Policy No. BOS-4-2005, Disclosure of Conflicts of Interest, with a reminder to each elected official and division/department director to communicate said policy to their employees. **(Marian Sheppard)**

4 **CONSENT AGENDA ACTION ITEMS:**

A Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 050709-1 between Gila County and CEMEX to extend the Contract, per Section 2.2, from the period December 18, 2010, to December 17, 2011; and to provide for the purchase of 3/8" chips and ABC, all of which are used in the Copper Region of Gila County.

B Authorization of the Chairman's signature on Amendment No. 1 to Professional Consulting Services Contract No. 6500.505/01-2010 between Gila County and Sheldon Miller to extend the Contract, per Article I, Activity 5, from the period January 5, 2011, to January 4, 2012, to provide consulting services for various highway projects in Arizona and with the Arizona Department of Transportation.

C Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 100109-01R between Gila County and Swire Coca-Cola to extend the Contract, per Article III, from January 12, 2011, to January 11, 2012, to provide automated vending machine services to Gila County facilities.

D Authorization of the Chairman's signature on Amendment No. 1 to Contract No. SS71803D between Gila County and Kimely-Horn and Associates in the amount of $949,992 to approve Phase II scope, design, and cost proposal per Article IX of the contract for Professional Engineering Services on the New Bridge Over Tonto Creek project for the period November 3, 2009, through November 3, 2011.

E Approval of Amendment No. 3 to Intergovernmental Agreement No. HG861265 between Gila County and the Arizona Department of Health Services in the amount of $135,003 to extend the Teen Pregnancy Prevention program for the period of January 1, 2011, through December 31, 2011.

F Approval of Intergovernmental Agreement No. DE111170001 between Gila County and the Arizona Department of Economic Security to facilitate the use of a Family Law Commissioner for the period October 1, 2010, through September 30, 2015.

G Approval of a request for a waiver of fees submitted by Lani Hall, on behalf of the U of A Gila County Cooperative Extension Office - 4-H Program, for the use of the Fairground's Exhibit Hall and/or other areas at the Fairgrounds for all Gila County 4-H activities in 2011.

H Approval of the July 6, 2010, BOS meeting minutes.

I Approval of the October 2010 monthly departmental activity report submitted by the Clerk of the Superior Court.

J Approval of the October 2010 monthly departmental activity report submitted by the Globe Regional Constable.

K Approval of the November 2010 monthly departmental activity report submitted by the Globe Regional Constable

L Approval of the November 2010 monthly departmental activity report submitted by the Payson Regional Constable.

M Approval of the November 2010 monthly departmental activity report submitted by the Recorder's Office.

N Approval of the October and November 2010 monthly departmental activity reports submitted by the Globe Regional Justice of the Peace.

O Approval of personnel reports for the weeks of December 21, 2010, December 28, 2010, and January 4, 2011.

P Approval of finance reports/demands/transfers for the weeks of December 21, 2010, December 28, 2010, and January 4, 2011.

5 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

6 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

Presentation Agenda Item Item #: 2- A

Regular BOS Meeting

Date: 01/04/2011

Submitted For:	Linda Eastlick, Elections Director	Submitted By:	Linda Eastlick, Elections
Department:	Elections		
Presenter's Name:	Linda Eastlick		

Information

Request/Subject

Oath of Office for newly elected or re-elected officials.

Background Information

In the November 2, 2010, General Election, the following individuals were elected to a four-year term of office beginning January 1, 2011: Robert Duber II, Judge of the Superior Court, Division 2; Anita Escobedo, Clerk of the Superior Court; Gary Goetteman, Globe Regional Justice of the Peace; Dorothy Little, Payson Regional Justice of the Peace; Jesse Bolinger, Globe Regional Constable; and Colt White, Payson Regional Constable. Certificates of Election have already been issued to each newly elected official.

Evaluation

Oaths of Office are required by ARS 38-231. Officers and employees required to take loyalty oath; form; classification; definition

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

State of Arizona, County of _____ I, _____
(type or print name)
do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of _____ (name of office)
_____ according to the best of my ability, so help me God (or so I do affirm).
_____
(signature of officer or employee)

F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

Conclusion

A written Oath of Office, that is signed and notarized, is what qualifies an officer under the statute to serve in office.

Recommendation

Recognize the newly elected and re-elected public officials and provide for administration of the Oath of Office to all officials.

Suggested Motion

Information/Discussion/Action to recognize newly elected and re-elected public officials for the period January 1, 2011, through December 31, 2014, as follows: Robert Duber II, Judge of the Superior Court, Division 2; Anita Escobedo, Clerk of the Superior Court; Gary Goetteman, Globe Regional Justice of the Peace; Dorothy Little, Payson Regional Justice of the Peace; Jesse Bolinger, Globe Regional Constable; and Colt White, Payson Regional Constable. Judge Peter Cahill will immediately administer the Oath of Office to all officials. **(Linda Eastlick)**

Attachments

Link: Oaths of Office 2011

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)
: ss.
COUNTY OF GILA)

I, hereby do solemnly swear that I, Robert Duber II, will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Judge of the Superior Court Division 2, County of Gila, State of Arizona, according to the best of my ability, so help me God.

_____
Robert Duber II

Subscribed and sworn to before me this 4th day of January, 2011.

_____
Notary Public in and for the County of Gila
State of Arizona

My Commission Expires:

_____

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)
: ss.
COUNTY OF GILA)

I, hereby do solemnly swear that I, Anita Escobedo, will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of , Clerk of the Superior Court, County of Gila, State of Arizona, according to the best of my ability, so help me God.

_____
Anita Escobedo

Subscribed and sworn to before me this 4th day of January, 2011.

_____
Notary Public in and for the County of Gila
State of Arizona

My Commission Expires:

_____

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)
: ss.
COUNTY OF GILA)

I, hereby do solemnly swear that I, Gary Goetteman, will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Globe Regional Justice of the Peace, County of Gila, State of Arizona, according to the best of my ability, so help me God.

_____
Gary Goetteman

Subscribed and sworn to before me this 4th day of January, 2011.

_____
Notary Public in and for the County of Gila
State of Arizona

My Commission Expires:

_____

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)
: ss.
COUNTY OF GILA)

I, hereby do solemnly swear that I, Dorothy Little, will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Payson Regional Justice of the Peace, County of Gila, State of Arizona, according to the best of my ability, so help me God.

_____
Dorothy Little

Subscribed and sworn to before me this 4th day of January, 2011.

_____
Notary Public in and for the County of Gila
State of Arizona

My Commission Expires:

_____

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)
: ss.
COUNTY OF GILA)

I, hereby do solemnly swear that I, Jesse Bolinger, will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Globe Regional Constable, County of Gila, State of Arizona, according to the best of my ability, so help me God.

_____
Jesse Bolinger

Subscribed and sworn to before me this 4th day of January, 2011.

_____
Notary Public in and for the County of Gila
State of Arizona

My Commission Expires:

_____

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)
: ss.
COUNTY OF GILA)

I, hereby do solemnly swear that I, Colt White, will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Payson Regional Constable, County of Gila, State of Arizona, according to the best of my ability, so help me God.

_____
Colt White

Subscribed and sworn to before me this 4th day of January, 2011.

_____
Notary Public in and for the County of Gila
State of Arizona

My Commission Expires:

_____

Presentation Agenda Item Item #: 2- B

Regular BOS Meeting

Date: 01/04/2011

Submitted For: Sharon Winters, Solid Waste Operations Manager

Submitted By: Sharon Winters, Public Works Division

Department: Public Works Division Division: Recycling & Landfill Management

Presenter's Name: Sharon Winters

Information

Request/Subject

2010 Refurbished Bike Program Presentation

Background Information

The Recycling and Landfill Department collects bikes that have been thrown away or donated by the public. These bikes are rebuilt by Department of Corrections inmates for distribution to agencies at Christmas time to give to eligible children.

Evaluation

Workshop space is provided by the Public Works Department for the bicycles, the new parts and inmate labor are paid for by the funds collected from selling recycable products.

The refurbished bikes are given to agencies all over Gila County, which include the following:

In Payson they are distributed by the Fire and Public Safety Departments; Arizona Department of Economic Secuity is also involved.
For Miami and Hayden, the Town employees organize the gifts.
In San Carlos, Mary Kim Titla, Tribal Liaison works with the schools in getting the bikes to children.
Bikes are provided to the Court Appointed Special Advocate (CASA) program for foster children.
For the community of Roosevelt the Secret Santa program gives the bikes away.
The Toy Run and the American Legion include bikes in with their Adopt-A-Family and toy distribution.
In all, over 140 bikes have been rebuilt and given way this year.

Conclusion

This presentation is to provide information to the Board of Supervisors and the public about the bike program, how is it funded and where the bikes go.

Recommendation

I recommend that this agenda item be listed for information to the Supervisors and public.

Suggested Motion

Presentation by the Gila County Recycling and Landfill Management Department on the annual program of recycling and refurbishing discarded bicycles for distribution to disadvantaged youth in Gila County. **(Shar**
(Sharon Winters)

Regular Agenda Item Item #: 3- A

Regular BOS Meeting
Date: 01/04/2011

Submitted For:	Jacque Griffin, Asst. County Manager/Librarian		
Submitted By:	Jacque Griffin, Library District		
Department:	Library District		
Fiscal Year:	2010-2011	Budgeted?:	Yes
Contract Dates - Begin & End:	July 1, 2010 - June 30, 2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Library Service Agreement with the San Carlos Public Library.

Background Information

The Gila County Library District contracts annually with the eight affiliate libraries to cooperate with the provision of library services to the residents of Gila County. These service agreements serve as contracts for facilitating funding and resource sharing. This is the eighth and final agreement for FY 2010-2011. It was delayed pending final agreement between the two parties regarding the addendum language, and has now been approved by the tribal attorney and the County Attorney's Office.

Evaluation

The funding amount for the San Carlos Library has not changed from last year. The Library District matches up to an upper limit for city, town and tribal libraries. Library District funding will match up to **$32,920.00** for the San Carlos Public Library operating expenses. These funds will be distributed in two installments: the first as soon as this agreement is approved, and the second in May 2011.

Conclusion

Approval of the Library Service Agreement will facilitate funding and resource sharing for the San Carlos Public Library.

Recommendation

I recommend approval of the Library Service Agreement between Gila County Library District and the San Carlos Public Library for fiscal year 2010-2011.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)
Information/Discussion/Action to approve the Library Service Agreement between the Gila County Library District and the San Carlos Public Library to cooperate in the provision of library services for the period July 1, 2010, through June 30, 2011, and to match up to $32,920. **(Jacque Griffin)**

Attachments

Link: Library Service Agreement with San Carlos Public Library for 2010-2011

GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011

This Library Service Agreement (the "agreement") is entered into between the GILA COUNTY BOARD OF SUPERVISORS acting as the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the SAN CARLOS APACHE TRIBE, hereinafter referred to as the "Tribe," and shall be for a period commencing July 1, 2010 to June 30, 2011.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Tribe recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Tribe operates and maintains a library and it is the desire of the Tribe to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Tribes.

NOW THEREFORE IT IS AGREED by and between the District and the Tribe as follows:

1. All citizens of the District shall have full use of the library facilities and services.

2. All library materials purchased with District funds by the Tribe, are the property of the Tribe.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Tribe remain the sole responsibility of the Tribe.

4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Tribe agrees to the following conditions:

   A. The Tribe shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Tribe's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for

capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.

B. The Tribe (Library) shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.

C. The Tribe shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.

D. The Tribe shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the Tribe library.

E. The Tribe agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Tribe.

F. The Tribe's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Tribe agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

G. The Tribe shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

H. Tribe library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

I. Tribe agrees not to subcontract any of its performance of the services set forth under this agreement.

6. The District will provide the following benefits and support services to the library:

A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

C. Coordination of countywide library development.

D. Continuing education opportunities for staff and volunteers.

E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.

F. Professional assistance and consultation services.

7. The Tribe and the District acknowledge that the services performed have a value to the District and the Tribe. In consideration of that value, the District agrees:
   A. To match the Tribe local funds for library services, up to the amount of $32,920.00 such amount subject to annual review.

   B. To distribute this amount in two installments, in November 2010 and May 2011.

8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Tribe agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Tribe. Conversely, the Library District agrees to deliver to the Tribe library, by the date of termination, any books, materials, and equipment belonging to the Tribe library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Tribe library any books, materials and equipment belonging to the Tribe library which had been entrusted to the possession or control of another participating library.

12. In the event of a dispute under this Agreement, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.

13. The provisions of this section shall govern and control this Agreement where such provisions are in conflict with any other provision of the Agreement. Nothing in this Agreement shall be construed as a waiver of sovereign

immunity by the San Carlos Apache Tribe, its consent to be sued, or its consent to the jurisdiction of any federal or state court.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

SAN CARLOS APACHE TRIBE

Wendsler Nosie, Sr.
Chairman

ATTEST:

Clerk

11/22/10
Date

GILA COUNTY BOARD OF SUPERVISORS
As the: GILA COUNTY LIBRARY DISTRICT

Michael A. Pastor
Chairman

ATTEST:

Clerk of the Board

Date

The foregoing agreement has been reviewed by the undersigned attorney for the Tribe, who has determined that the agreement is in proper form and is within the powers and authority of the Tribe.

Attorney for San Carlos Apache Tribe

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Chief Deputy County Attorney, Gila County

ADDENDUM 1 to GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011

Legal Arizona Workers Act Compliance

1. The Tribe hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws if applicable to Tribe's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) if applicable (together the "State and Federal Immigration Laws"). The Tribe further agrees not to subcontract any of the services provided by the Library.

2. Upon reasonable notice, the District shall have the right at any time to inspect the books and records of Tribe and any subcontractor.

3. Any breach of Tribe's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Tribe to penalties up to and including suspension or termination of this Contract.

4. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Tribe.

IN WITNESS THEREOF,

SAN CARLOS APACHE TRIBE

_____ Date 11/10/10
Chairman

_____
Attorney for San Carlos Apache Tribe

GILA COUNTY LIBRARY DISTRICT

_____ Date_____
Chairman, Board of Directors

_____
Chief Deputy County Attorney

Regular Agenda Item Item #: 3- B

Regular BOS Meeting
Date: 01/04/2011

Submitted For:	Jacque Griffin, Asst. County Manager/Librarian
Submitted By:	Jacque Griffin, Library District
Department:	Library District
Presenter's Name:	Jacque Griffin

Information

Request/Subject

Gila County Library District Resource Access and Attainment Policy

Background Information

The Arizona State Library, Archives and Public Records has recently updated the statewide policy regarding "Resource Access and Attainment" formerly known as the Interlibrary Loan Policy. In the past, the standard for compliance with the statewide policy was that libraries could not pass on postage or other charges related to obtaining materials from other libraries for an individual's use. With the rapid changes in the format materials can be obtained in, as well as with the increasing cost of postage and usage fees, the statewide policy has been modified to allow a library to pass on the postage or other actual costs associated with the provision of resource sharing. The State Library has asked that all county libraries adopt the Resource Access and Attainment Policy or to modify their existing policy to provide for uniform polices throughout the state.

Evaluation

Resource sharing through the Interlibrary Loan Process is one of the core services that public libraries offer to their users. In the not too distant past when most information was printed through the traditional processes, this usually meant that a library user who could not find what they were looking for in their own library would ask for a book or magazine article, and the library staff would borrow the item from another library. Libraries were prohibited from passing the postage costs along to the patron, since the accepted standards were that materials should be provided at no charge to the public. In addition to the increases in postage costs, many journal articles are only available for a fee. These fees and costs can place an undue burden on libraries. Research has shown that it costs somewhere between $13.50 - $29.50 per item for the entire Interlibrary Loan Process. The State Library has been using the figure of $25.00 per loan transaction. For this reason, many libraries have found that purchasing a used book and adding it to the collection is less expensive than borrowing the title from another library. Some public libraries had chosen to not participate in resource sharing because of the financial impact to already strapped budgets. Since that had a net result of limiting the public's access to information, the Arizona State Library has modified their policy to include "When materials can only be attained for a reasonable cost through interlibrary loan the District will offer to secure the materials with the customer covering postage costs and any fees charged by the lending library." The policy also encourages library staff to attempt to assist the customer with finding the information requested in other locations or formats.

Conclusion

Several years ago the Library District and the affiliate libraries developed a volunteer courier system to facilitate sharing resources between the libraries within the County to alleviate the postage burden on all libraries. However, there are still many instances of customers requesting materials that are not available within the Countywide library system. The financial burden of resource sharing has negatively impacted all of the public libraries in Gila County. This policy allows libraries to continue to offer a core service, while asking the customer to cover the postage costs or fees related to obtaining material that is specific to their needs.

Recommendation

The County Librarian recommends that the Library District Board of Directors adopt the Resource Access and Attainment Policy, which provides guidelines for interlibrary loans and access to resources.

Suggested Motion

Information/Discussion/Action to approve the Resource Access and Attainment Policy for the Gila County Library District. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors)

Attachments

Link: Gila County Library District Resource Access and Attainment Policy

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GILA COUNTY LIBRARY DISTRICT POLICY

RESOURCE ACCESS AND ATTAINMENT POLICY

Date adopted by Library District Board of Directors: January 4, 2011
Pages: 1 of 1

PURPOSE: To provide guidelines for interlibrary loan and access to resources. This policy replaces any and all previous policies regarding interlibrary loan and access to resources.

STATEMENT OF POLICY:

The Gila County Library District (District) is committed to working with public, academic, school and special libraries to help all county residents find the information they need and want and to attain that material.

1. The District will be an active member of AZNET (the Arizona NETwork of library catalog databases) to facilitate the sharing of resources among libraries.
2. The District will support the statewide database project that provides a broad range of topics available to all residents and to all public and K-12 public and charter school libraries.
3. The District will support and participate in pilot projects allowing libraries to test new technologies to meet customer needs, such as e-readers, and alternative means, such as purchase-on-demand.
4. The District will work with customers, at no charge, to locate materials.
5. The District will provide specific information on attaining material. The District will offer several options to attain material including: customer purchase of low-cost materials; library purchase of materials database and web sources, print-on-demand; and inter-library loan.
6. When materials can only be attained for a reasonable cost through inter-library loan the District will offer to secure the materials with the customer covering postage costs and any fees charged by the lending library.
7. The District will loan and borrow materials from other AZNET members at no charge.

Authorized Signatures:

Jacque Griffin

Bryan Chambers, Chief Deputy County Attorney

Jacque Griffin, County Librarian

Chairman, Library District Board of Directors

Regular Agenda Item Item #: 3- C

Regular BOS Meeting
Date: 01/04/2011

Submitted For:	Jacque Griffin, BOS Liaison to Eastern AZ RAC
Submitted By:	Jacque Griffin, Library District
Department:	Public Works Division Division: Administration
Presenter's Name:	Jacque Griffin/Steve Stratton/Steve Sanders

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Information

Request/Subject

Project Selection for Secure Rural Schools Title II Special Projects application for 2011

Background Information

The Secure Rural Schools (PL-110-343) Program 2008-2011 includes provisions for Title II Special Projects on Federal Lands. This act authorizes the use of area Resource Advisory Committees (RACs) as a mechanism for local community collaboration with federal land managers in recommending Title II projects on federal lands, or that will benefit resources on federal lands. Gila County is one of the five eastern counties that make up the geographical area for the Eastern Arizona RAC. The Apache-Sigreaves National Forest administers these grant funds. As we prepare the application for the next round of these grants, we are asking for the Board's preference regarding which project to select for this process.

Evaluation

The Request for Proposal process for the Secure Rural Schools Title II Special Projects on Federal Lands is expected to open this month, and close in February 2011. These are 2010 funds and we are estimating that $432,000.00 will be available for projects in Gila County. Title II funds may be used for projects that improve the maintenance of existing infrastructure, implementing stewardship objectives that enhance forest ecosystems and restoring and improving land health or water quality.

During the Gila County Board of Supervisors work session on December 7, 2010, we presented eight projects that met the eligibility requirements for Title II projects. After the discussion from the work session, we have revised the list down to the top two; **Double Chip Seal Forest Road 423 (Cline Boulevard)** in Tonto Basin, and **Double Chip Seal Forest Road 55 (Russell Road to Kellner Canyon Road)** in Globe. The attachment more thoroughly describes these two projects.

Both projects were identified in the Small Area Transportation Study (SATS) of 2006. Both projects will provide for safer roads, reduce response time for emergency vehicles and reduce the road maintenance costs.

We have not received any response from the Globe Ranger District regarding the NEPA process on Forest Road 55.
We have received a telephone call from the Tonto Basin Ranger District offering their support of the Forest Road 423 project, and offering assistance with the NEPA process.

Conclusion

Following the selection process by the Board of Supervisors, we will develop a grant proposal and bring the official application back to the Board of Supervisors for approval, signatures and submittal of the grant.

Recommendation

We recommend that the Board of Supervisors select one of the following projects and direct staff to proceed with the grant process.

- **Double Chip Seal Forest Road 423 (Cline Boulevard) in Tonto Basin**
- **Double Chip Seal Forest Road 55 (Russell Road to Kellner Canyon Road) in Globe**

Suggested Motion

Information/Discussion/Action to select one of the following projects for the Secure Rural Schools Title II Special Projects application for 2011: Double Chip Seal Forest Road 423 (Cline Boulevard) in Tonto Basin or Double Chip Seal Forest Road 55 (Russell Road to Kellner Canyon Road) in Globe and direct staff to proceed with preparing the grant application. **(Jacque Griffin/Steve Stratton/Steve Sanders)**

Attachments

Link: Potential Projects for RAC

Link: Secure Rural Schools Program 2008-2011 Overview

Gila County Potential Projects for

SECURE RURAL SCHOOLS PROGRAM
TITLE II, SPECIAL PROJECTS ON FEDERAL LAND
January 4, 2011

- **Double Chip Seal Forest Road 423 (Cline Blvd.) in Tonto Basin**

  This project is identified in the 2006 Gila County Small Area Transportation Study (SATS). The project would consist of a double chip seal on the unpaved portion (approximately 5 miles) of Cline Blvd. The existing paved portion of the road (approximately 2.8 miles) would receive a chip seal overlay and the entire length of the road would be striped. NEPA would need to be done on the road. Gila County has been in discussions with the Tonto Basin Ranger District about the NEPA process.

  Double Chip Seal 60K per mile @ 5 miles = $300,000

  Chip Seal existing 2.8 miles of paved @ 30K per mile = $84,000

  Double Stripe 7.8 miles (41,184 ft.x2) at .10 per ft = $8,237

  Edge Line Stripe 7.8 miles (41,184 ft.x2) at .10 per ft = $8,237

  Approximate cost of project $400,474

- **Double Chip Seal Forest Road 55 (Russell Road to Kellner Canyon Road)**

  This project is identified in the County's 2006 SATS. The project would consist of a double chip seal on the unpaved portion (approximately 3.6 miles) of the road. NEPA would need to be done on the road. At this time Gila County has not contacted the Globe Ranger District about the NEPA process. We have been in discussions with the district about the need for paving the road. Besides a double chip seal there are areas of the road that should be re-aligned to improve geometry and sight distance. At this time it is hard to calculate the amount of earth work required to improve sight distance and geometry. Approximately 4100 feet of Russell Road is under County Easement and not on National Forest Land would need to have a double chip seal to complete the project that would be a County project prior to this work.

  Double Chip Seal 60K per mile @3.6 miles $216,000

  Earthwork to improve geometry and sight distance $200,000

  Double Stripe 3.6 miles (19,008 ft.x2) at .10 per ft = $3,801

  Edge Line Stripe 3.6 miles (19,008 ft.x2) at .10 per ft = $3,801

  Approximate cost of the project $423,600

Secure Rural Schools
U.S. Forest Service

Secure Rural Schools Program, 2008-2011

Title II – Special Projects on Federal Land

- Title II projects are recommended by resource advisory committees and approved by the Secretary or designee such as Forest Supervisor or District Ranger. Title II funds may be used for making additional investments in, and creating additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implementing stewardship objectives that enhance forest ecosystems, and restoring and improving land health and water quality. Projects shall enjoy broad based support with objectives that may include, but not limited to:
    - Road, trail, and infrastructure maintenance or obliteration;
    - Soil productivity improvement;
    - Improvements in forest ecosystem health;
    - Watershed restoration and maintenance;
    - Restoration, maintenance and improvement of wildlife and fish habitat;
    - Control of noxious and exotic weeds; and
    - Re-establishment of native species.
- At least 50 percent of all Title II funds must be used for projects that are primarily dedicated to:
    - Road maintenance, decommissioning, or obliteration; or
    - Restoration of streams and watersheds.
- Title II projects recommended by Resource Advisory Committees (RACs) must be within the RAC's geographical boundary.

Submitting Title II Project Proposals

- The Act requires RACs to submit Title II project proposals to the Secretary by September 30 of each year. Most RACs review and recommend projects throughout the year.
- Each proposed project description should include the following:
    - The purpose of the project and a description of how the project will meet the purposes of the Act;
    - The anticipated duration of the project;
    - The anticipated cost of the project;
    - The proposed source of funding for the project, whether project funds or other funds;
    - Expected outcomes;
    - A detailed monitoring plan; and
    - An assessment that the project is to be in the public interest

Evaluation and Approval of Title II Projects

- The Secretary, or designee such as Forest Supervisor or District Ranger, may approve a project submitted by a RAC only if the proposed project satisfies each of the following conditions:
    - The project complies with all applicable Federal laws and regulations;

- The project is consistent with the applicable resource management plan and with any watershed or subsequent plan developed pursuant to the resource management plan and approved by the Secretary of Agriculture;
- The project has been recommended by the RAC in accordance with the Act;
- A project description has been submitted by the RAC to the Secretary in accordance with the Act;

- The project will improve the maintenance of existing infrastructure, implement stewardship objectives that enhance forest ecosystems, and restore and improve land health and water quality.

- The Secretary may request that a RAC agree to use project funds to pay for any environmental review, consultation, or compliance with applicable environmental laws required in connection with a proposed project. If the RAC does not agree to the expenditure of funds then the Secretary shall consider the project withdrawn from further consideration.

- A decision by the Secretary to reject a proposed project shall be at the Secretary's sole discretion. A decision by the Secretary to reject a proposed project shall not be subject to administrative appeal or judicial review.

- Within 30 days after the Secretary's decision to reject a proposed project, the Secretary shall notify the RAC in writing of the rejection and the reasons for rejection.

- The Secretary shall publish in the Federal Register a notice of each project approved if such notice would be required had the project originated with the Secretary.

- Contracts, grants, and cooperative agreements with states, local governments, private and nonprofit entities, landowners and other persons may be used to assist the Secretary in carrying out an approved project.

Use of Title II Project Funds

- After the issuance of a decision document for the project and the exhaustion of all administrative appeals and judicial review of the project decision, the Secretary and the RAC shall enter into an agreement addressing, at a minimum, the following:
  - The schedule for completing the project;
  - The total cost of the project, including the level of agency overhead to be assessed against the project;
  - For a multiyear project, the estimated cost of the project for each of the fiscal years in which it will be carried out; and
  - The remedies for failure of the Secretary to comply with the terms of the agreement.
- The Secretary may decide to cover the costs of a portion of an approved project using Federal funds appropriated or otherwise available to the Secretary for the same purposes as the project.

- As soon as the Secretary and the RAC have reached agreement with regard to a project to be funded, the Secretary shall transfer the proper funds to the Forest Service. The Forest Service shall not begin a project until the project funds are available.

Availability of Title II Project Funds

- Counties shall notify the Secretary of Agriculture of its allocation of funds to Title II no later than September 30 of each fiscal year. By September 30 of each fiscal, a RAC shall submit to the Secretary a sufficient number of project proposals that if approved, would result in the obligation of at least the full amount of the project funds reserved by the participating county in the preceding fiscal year.

- Unobligated project funds shall be available for use as part of a RAC project submission in the next fiscal year. Any project funds not obligated by September 30, 2012, will be returned to the U.S. Treasury.

Regular Agenda Item Item #: 3- D

Regular BOS Meeting

Date: 01/04/2011

Submitted For:	Malissa Buzan, Housing Services Program Manager		
Submitted By:	Carolyn Haro, Health & Community Services Division		
Department:	Health & Community Services Division		
Division:	Community Services Department		
Fiscal Year:	2011	Budgeted?:	No
Contract Dates - Begin & End:	4-1-2011 to 3-31-2013		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Malissa Buzan		

Information

Request/Subject

Adoption of Resolution No. 11-01-01 & Resolution No. 11-01-02 and submittal of Application for Owner-Occupied Housing Rehabilitation Programs to the Arizona Department of Housing

Background Information

This application is in response to the notice of funding availability for the State Housing Fund, Owner-Occupied Housing Rehabilitation Programs. It will enable housing rehabilitation for 7 eligible Gila County residents who are currently on a waiting list. This is new funding that will be used in conjuction with leveraged funds from U.R.R.D./ACAA, SW Gas/WAP, APS/WAP, and LIHEAP/WAP to provide the rehabilitation.

We have previously administered this grant, but there was a lapse in availability and it has been approximately 5 years since Gila County has been awarded these funds.

Evaluation

The Owner-Occupied Housing Rehabilitation Program is a grant provided to assist in providing housing rehabilitation to seven eligible applicants within Gila County. Funds will be used in collaboration with funding through U.R.R.D/ACAA, SW Gas/WAP, APS/WAP and LIHEAP/WAP to provide the service. This project is positive for both residents of Gila County as well as businesses. Local contractors are solicited to conduct the rehabilitation. Rehabilitation projects will be selected from the current waiting list of eligible applicants.

Conclusion

Both Gila County residents and business owners (contractors) potentially benefit from this grant. It will increase home valuation and revitalize neighborhoods. In addition, small business owners will benefit through employment and additional projects that would not otherwise be available to them.

Recommendation

It is recommended that the Gila County Board of Supervisors approve the Grant Application to the State Housing Fund, Owner-Occupied Housing Rehabilitation 2011 HOME Project.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-01-01 authorizing the submission of a Grant Application for Home Investment Partnership Program funds, and Resolution No. 11-01-02 adopting housing services guidelines; and to approve the submission of the Grant Application to the Arizona State Department of Housing, State Housing Fund, in the amount of $330,000 for the Owner-Occupied Housing Rehabilitation 2011 HOME Project.
(Malissa Buzan)

Attachments

Link: Application for Owner Occupied Housing Rehabilitation Programs

Link: Resolution No. 11-01-01 to submit OOHR application

Link: Resolution No. 11-01-02 to adopt OOHR guidelines

The State Housing Fund

Application for Owner-Occupied Housing Rehabilitation Programs

1110 West Washington Street, Suite 310, Phoenix, Arizona 85007

Telephone (602) 771-1000 Facsimile (602) 771-1002 TTY (602) 771-1001
www.housingaz.com

The State Housing Fund (Home and Housing Trust Fund) is a program of the Arizona Department of Housing (the "Department"). For more information contact (602) 771-1000.

Title II of the Americans with Disabilities Act prohibits discrimination on the basis of disability in the programs of a public agency. Individuals with disabilities who need the information contained in this publication in an alternate format may contact the Department at (602) 771-1000 or our TTY number, (602) 771-1001 to make their needs known. Requests should be made as soon as possible to allow sufficient time to arrange for the accommodation.

APPLICATION INSTRUCTIONS

The State Housing *Program Summary and Application Guide*

Because understanding the State's Housing Program policies is key to completing a successful application, applicants must read the *SHF Program Summary and Application Guide*. The Summary and Application Guide is intended to serve as a tool for applicants applying for funding and contains the information necessary to evaluate whether a proposed project can meet all aspects of the State Housing Fund programs.

Submission Deadlines

Submission deadlines will be provided in the Notice of Funding Availability (NOFA).

Applications are due (must be in the possession of the Department) no later than 4:00 p.m. on the deadline dates noted in the NOFA. Applications must be mailed or hand delivered to:

Attn: State Housing Fund
Arizona Department of Housing
1110 West Washington Street, Suite 310
Phoenix, Arizona 85007

Funding Decisions

The Department will make every effort to make its funding decisions within 60 days, depending on the number and complexity of the applications received.

Two (2) copies of the completed application (original & 1 copy)

Applicants must complete their application packages as described under Application Format, completing all required sections and required supporting documentation, submitting one original and one copy (2 copies total). Incomplete applications, application packages missing documentation or application packages not filed in the quantity indicated will not be accepted for review. This application package and any subsequent revisions or clarifications, if approved for funding, will become part of the agreement with the Department.

Application Format

Applications *must be typewritten or computer generated*. **Applicants are not to revise the formatting of these forms in any way.** A copy of this application is available by US Mail, on diskette, by e-mail, or at the Department's website: www.housingaz.com.

Application material must be:

- **8 ½ x 11 format**
- **single-sided**
- **inserted in a 3 ring binder**
- **indexed and tabbed to correspond with the application checklist**

In instances where the tab documentation is not applicable to a project, the tab must still be included and a single sheet indicating "N/A" should be included in the designated space with an explanation of why the information is not applicable. The tabulation format should not be altered in any way.

1. APPLICATION CHECKLIST AND INDEX – OWNER-OCCUPIED HOUSING REHABILITATION AND OWNER OCCUPIED HOUSING EMERGENCY REPAIR

TAB	Attachment	✓	DESCRIPTION
			Cover Letter
			Checklist/Index (Table of Contents)
			Application Forms
A	✓		Applicant Eligibility.
B			Project Description
C			Organizational Capacity
D			Commitments for Financing
E			• Owner-occupied Housing Rehabilitation Program Policies • Copy of the Governing Body Resolution or Motion to adopt the Program Policies.
F			Loan Instruments
G			Market Demand
H			Community Revitalization
I	✓		Environmental Review
J	✓		State Housing Fund Self Score Sheet

Instructions for completion of Application Tabs can be found at section 5 of this Application form.

2. GENERAL APPLICANT AND PROJECT/PROGRAM INFORMATION

2.1. Applicant Information

Applicant: Gila County Division of Community Services

Contact Name: Malissa Buzan

Contact Title: Community Action Housing Services Manager

Mailing Address: 5515 S. Apache Ave, Suite 200

Street Address *(if different from mailing)* Same as mailing

City/State/Zip Globe, Arizona 85501

Telephone (928) 425-7631 , Ext. 8693 **Facsimile** (928) 425-9468

E-mail Address mbuzan@co.gila.az.us

Legal Status of Applicant:

- ☐ State-Certified CHDO
- ☐ *Non-Profit *(non-CHDO)*
- ☒ Local Government
- ☐ Tribal government
- ☐ Council of Government
- ☐ Public Housing Authority
- ☐ State Agency

*Private development agencies

- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Company
- ☐ Corporation
- ☐ Individual

Federal Tax ID No. 86-6000444

***Required materials: Attach articles of incorporation, by-laws, partnership agreement or other relevant entity organizational information, determination letter and Certification of Good Standing from the Arizona Corporation Commission. Non-profits must also submit a copy of a recent IRS nonprofit designation letter in Tab A.**

An Applicant must be an existing legal entity authorized to conduct business in Arizona. Prior to making application, both governmental, and non-profit applicants must adopt a resolution of their governing board authorizing the submission of an application and acceptance of the entity's Owner Occupied Housing Rehabilitation or Emergency Repair Program Guidelines.

2.2. Location of Project

State and Federal Legislative Congressional Districts: *Complete district number and name of Representative*

Federal	U.S. Representative: Ann Kirkpatrick	Number: District #1
State:	Senator: Sylvia Allen Representative: Bill Konopnicki	Number: District #5

Project Name: **Gila County Owner Occupied Housing Rehabilitation**

Address: 5515 S. Apache Avenue, Suite 200

City/Town: Globe, County: Gila Zip: 85501

Project Description: Describe the project in detail using Attachment B at Tab B.

2.3. *Amount* of State Housing Funds Requested

Use of Funds	Grant/Loan
Owner-occupied Housing Rehabilitation (use this one OR use the Owner-occupied Housing Emergency Repair below. Only one per application)	$ 300,000.00
General Administrative Funds (up to an additional 10% of line 1 above)	$ 30,000.00

2.4. *Type* of funding applicant is willing to accept (check all that apply):

Check all types of funding you are willing to accept, if funded.

Federal Funds ☒ State Funds ☒

2.5. *Type(s)* of Property

Check **all** that apply:

☒ Single-family detached

☐ Condominium Units

☐ Single-family attached, incl. Townhouses

☒ Manufactured Housing

2.6. Relocation Information:

Yes	No	Maybe
☐	☒	☐

Will this Program involve temporary relocation of homeowners?
If yes or maybe, costs must be reflected in the Program Budget at 3.1.2.

2.7. Proposed Beneficiaries

Competitive Scoring: Very-low income targeting.

Targeted Populations by Income Level	Total Number of Units in Program	% of Units in Program	Number of State-assisted Units in the Program	% of State-assisted Units
Households at or below 50% of AMI	3	20	3	20
Households at or below 60% of AMI				
Households at or below 80% of AMI	4	80	4	80
Other: Hshlds at or below ___% of AMI				
Total Number of Units in Program:	7	100%	7	100%

2.8. Priority Population Set-Asides

Complete only if the Program will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions. For a definition of qualifying populations, see description of priority populations under *Definitions,* in the *Program Summary and Application Guide.*

Competitive Scoring: Special Needs Populations targeting.

Priority Population	No. of Units	% of Units
Physically disabled persons *(design elements must be accommodating)*	3	60
Families with children under 18 years of age	2	20
Elderly (62 years of age and older)	2	20
Special needs populations identified in *Definitions* in *Program Summary and Application Guide*		
Other special needs groups *(must be pre-approved by the State)*		
UNITS NOT SET-ASIDE FOR PRIORITY POPULATIONS		
Total Number of SHF Assisted Units in Program:	7	100%

2.9. Type of Assistance to Households:

Program design includes *(check all that apply. This should be reflected in your Program Policy):*

☒ **Deferred, forgivable loans** ☐ **Repayable loans**

2.10. Amount of Funds Invested Per Unit

Maximum amount of **total** subsidy funding (State funds *and any other public funding* available. See Appendix E of the Program Summary and Application Guide; you can go lower but NOT higher) to be invested in any one unit: $ 90,000.00

Maximum amount of **State Housing Funds** to be invested in *any one unit*: $45,000.00

2.11. Method to Determine "After Rehab Value"

Describe how the after rehabilitation value of assisted units will be determined to ensure that units do not exceed maximum property values (95% of the FHA 203(b) insuring limits)

A copy of the home assessment will be obtained from the Gila County Assessor's Office prior to the project commencement. The cost of the rehabilitation will be added to the assessed value of the property and the result will be the "After Rehab Value". The "After Rehab Value" will not exceed 95% of the FHA 203(B) insuring limits.

2.12. Recapture Period

If the program will include recapture provisions, please indicate required terms, including recapture period (i.e, repayable if property sold within 5 years of investment, etc.)

If the loan amount is: Up to $15,000, the recapture period will be 5 years; $15,001 to $40,000 the recapture Period will be 10 years ; $40,001 and above the recapture period will be 15 years.

2.13. Form of Ownership to be Assisted

Applicant must hold either: 1) fee simple title to the property; or 2) a 99 year leasehold on the property.

2.14. Property Standards

☒ Properties will meet the state's rehabilitation standards and all applicable local codes, ordinances, and zoning ordinances at the time of project completion.

☐ Properties will meet the state rehabilitation standards and, in the absence of a local code for new construction or rehabilitation, properties will meet the following (check choice below):

- ☐ Uniform Building Code (ICBO)
- ☐ National Building Code (BOCA)
- ☐ Standard Building Code (SBCCI)
- ☐ the Council of American Building Officials (CABO) one or two family code;
- ☐ the Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926.

2.15. Waiting List

Applicant currently:

☒ Maintains a waiting list of eligible households **

Number of households on waiting list 95 Average length of wait for assistance (months) 60

Date waiting list commenced: **07-01-2001**

***Provide a spreadsheet of income qualified households who have applied to receive assistance and the household demographics including but not limited to household size, race, ethnicity, income, % AMI, etc. with the Market Demand analysis at TAB F of this application.*

☐ Does not maintain a waiting list

2.16. Basis of Loan

Describe the basis for the loan terms proposed.

The amount of assistance over a ten year period would give the best benefit to the homeowner and also

The Federal Government for the assistance.

2.17. Program Team

Complete for each project or program team member. Identify the name of the responsible party and the experience that they have in this role. Team members identified after the application are subject to review.

Function	Responsible Party	Experience
Project Manager	Malissa Buzan	Six years experience in CDBG and HOME Rehabilitation programs; fourteen years in emergency home repairs; eight years in grant management.
Program Coordinator	Estelle Belarde	Six years on HOME and CDBG rehabilitation programs; HTF programs; Weatherization and Home repairs.
Rehabilitation Specialist	Gabe Eylicio	Twelve years experience in the construction/maintenance trades. Has completed certifications for the WAP program; five years in CDBG, HTF and emergency repair programs.
Loan Servicing Specialist	B. Chris Kell	__ years experience in handling title loans; 30 years accounting experience. 6 months in CDBG, WAP, and emergency repair programs.
Fiscal Manager	Bree'na York	Bachelor's Degree in Applied Sciences and Office Technology. Nine years experience with CDBG, HOME and Emergency Repair Program fiscal management.
Consultants	Christine Lopez	17 years experience in CDBG, HOME, and Emergency Repair programs. 20 years case management and social services experience.

Function	Responsible Party	Experience
Other:		
Other:		

2.18. Program Timeline:

Projected start date **04-01-2011** **Projected completion date** **03-31-2013**
(Approximately 120 days after the date the of the application deadline)

Applicants must provide a schedule for the Program that lists major program activities and indicates when they will be executed. Additional information such as contractor selection, final inspection, loan closing, etc. should be included when known.

Program Schedule												
Major Program activities:	**1st quarter**			**2nd quarter**			**3rd quarter**			**4th quarter**		
	(each box represents one month)											
Execute Contract	X	X										
Identification of Units				X	X	X	X	X	X			
ERR		X	X									
Initiate Project Set-Ups								X	X	X	X	X
Rehabilitation								X	X	X	X	X
Quarterly Program Progress reporting.			X			X			X			X
Quarterly Performance Measurement Outcomes reporting			X			X			X			X
Individual Project Close out												
Contract Close out												

Program Schedule												
Major Program activities:	**5th quarter**			**6th quarter**			**7th quarter**			**8th quarter**		
	(each box represents one month)											
Rehabilitation	X	X	X	X	X	X	X	X	X			
Quarterly Program Project Reporting			X			X			X			X
Quarterly Performance Measurement Outcomes Reporting			X			X			X			X
Individual Project Closeout	X	X	X	X	X	X	X	X	X			
Contract Closeout										X	X	X

3. BUDGET STATEMENTS

3.1.1. Program Budget Sources

Full disclosure of all financing sources available is required. *Letters of Commitment must be attached at Tab C*. If after submittal of the application, *additional* financing sources are obtained, these sources must be immediately reported to Housing. Additionally, Housing may require a final uses and sources review if all sources are not firm at the time of application.

Column A Identify **all** sources of program financing.

Column B Include here only funding sources that are **firmly committed** at the time of application submittal.

Column C Include here only funding sources that are **tentative (including funding requested in this application)** that is tentative at the time of application submittal.

Column D Indicate whether this commitment is a *grant* **or** *a loan* that must be repaid. All commitment letters included at *Tab C* should clearly state the *terms of repayment* of any loans.

Column E Include date(s) other tentative funding sources were applied for.

Column F Include the date(s) of expected award notification for other tentative funding sources.

Program Funding					
A **Source**	**B** **Funds Committed**	**C** **Tentative**	**D** **Loan or grant**	**E** **Date applied**	**F** **Date of notification**
State Housing Funds *(Do **NOT** include general administrative funding).*		$300,000.00			
1. U.R.R.D./ACAA	$14,000.00		Grant		
2. SW Gas/WAP	12,000.00		Grant		
3. APS/WAP	42,000.00		Grant		
4. LIHEAP/WAP	14,000.00		Grant		
Total Amount of funding ***(total of columns B and C)***	$382,000.00				

3.1.2. Program Budget Uses

Column A. If a specific use of funds is not listed, indicate the type of use in "Other" box.
Column B. Indicate the amount of State Housing Funds being requested for this specific use.
Column C. Indicate amount financed by all other funding sources.
Column D. Indicate the total amount of columns B and C for the specified use.
Column E. Spell out the source(s) name for sources indicated in column C (e.g., bank loan, CDBG)

A	B	C	D	E
Activity	**State Housing Funds**	**Other Sources**	**Total All Sources**	**Source(s)**
Site Improvements and Demolition				
On-site				
Landscaping				
Demolition				
Rehabilitation Costs				
Direct Construction	247,202.00	82,000.00	329,202.00	URRD, APS, SWG, LIHEAP/WAP
Lead Paint Inspection/Clearance	7,000.00		7,000.00	
Permits/Fees				
Other				
Professional Fees				
Arch. Design/Supervision				
Environmental Review (if linked to a unit)				
Legal Fees				
Loan Financing Fees				
Title & Recording	798.00			
Credit Reports				
Miscellaneous Soft Costs				
Temporary Relocation				
Rent or Lodging				
Meals & Misc.				
Project Specific Administration				
Rehabilitation Specialist	45,000.00			
Travel	0			
Other:	0			
Subtotal Program Project Costs	**300,000.00**	**82,000.00**		
General Admin from 2.3.	30,000.00			
Totals	$330,000.00	$ 82,000.00	$ 382,000.00	

4. STATE HOUSING FUND APPLICANT AFFIDAVIT, RELEASE AND CERTIFICATION FORM

The undersigned Applicant hereby applies to the Arizona Department of Housing, its successors and assigns (the "Department"), for a commitment of State Housing Funds. The *undersigned is responsible for ensuring that the program will assist only qualified low income housing* as described in the application, and will *satisfy all applicable State and Federal requirements in the rehabilitation* or construction to receive a commitment of State Housing Funds. The Applicant represents and certifies that the *application has not requested more State Housing Funds than is necessary* to provide the assistance described in this application. In planning this project or program, the Applicant certifies that it has provided for and will continue to encourage the participation of citizens, particularly persons of low income who are residents of areas in which the State Housing Funds are proposed to be used.

The Applicant understands that the Department will determine the eligibility of the project or program based, at least in part, on the information in and submitted with the application by the Applicant and the readiness of the program to proceed, as presented in the application. The Applicant is responsible for the accuracy of all information submitted. Misrepresentations, mistakes or omissions may be the basis for the cancellation of an award.

The Applicant understands and agrees that should the Department commit more funds than the State of Arizona is entitled to award in any given fiscal year (whether State or Federal), and funding is not available as awarded, the Department shall be held harmless by the Applicant, the Applicant's investors and anyone else relying upon the commitment.

The Applicant acknowledges and agrees that it will at all times cooperate with regard to request(s) for submittal of additional requests for information from the Department as necessary.

The Applicant acknowledges and agrees to fully comply and cooperate with all monitoring activity of the Department after the date of commitment. The Applicant will give the State, the U.S. Department of Housing and Urban Development, and any State authorized representative access to and the right to examine all records, books, papers, or documents related to the application and any resulting funding awards.

By executing this authorization and release, the Applicant does hereby authorize the Arizona Department of Housing, its successors and assigns, to obtain and furnish and release, to all proper institutions and/or agencies, full and complete records, reports and/or information pertaining to the Applicant and its application under the State Housing Fund program.

The Applicant agrees In compliance with State and Federal laws regarding conflict of interest. No elected or appointed officer or employee of the Applicant may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position. No officer or employee may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a direct or indirect financial interest, or any other person. No officer or employee may participate as an agent of Applicant in the negotiation or execution of any contract between Applicant and any private business in which he or she has a direct or indirect financial interest. No officer or employee of Applicant may suppress any report or other document because it might tend to affect unfavorably his/her financial interests.

The Applicant agrees that the Arizona Department of Housing, its successors and assigns, its agents, employees, attorneys, contractors and representatives will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not confined to, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, and any loss from such judgments or assessments) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of the Applicant's application for funding.

The Applicant hereby represents and certifies under penalty of A.R.S. 13-2311 and 39-161 that the information set forth herein, and all material submitted by the Applicant to the Department, are to the best of the Applicant's knowledge, true and complete and accurately describe the proposed project. The undersigned is duly authorized to execute this instrument on behalf of the Applicant and possesses the legal authority to apply for an allocation of State Housing Funds and to execute the proposed program.

Further, the Applicant represents that its governing body has duly adopted or passed an official act of resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances required, and directing and authorizing the applicant's chief executive officer and/or other designated official representative to act in connection with the application and to provide such additional information as may be required.

The Applicant understands that all representations made herein, and all documentation submitted, is subject to verification by the Department, and that any misrepresentations or inaccuracies, whether intentional or not, may subject the project to a loss of competitive scoring points or to disqualification. For the purposes of verification, the Applicant and Developer hereby authorize the Department to request information on entities and individuals closely related to this transaction from any lender, investor, or other institution or entity named in this application. Such information includes but is not limited to audits, financial statements, credit history, copies of income tax returns, and other information deemed necessary by the Department.

The Applicant has caused this document to be duly executed in its name as of this _____ day of _____, 20_____.

Applicant Name: Gila County Community Action Housing Services

By: _____

(Michael A. Pastor, Chairman, Gila County Board of Supervisors

APPROVED AS TO FORM:

_____

Bryan Chambers, Chief Deputy County Attorney

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board of Supervisors

attachments - instructions

Required attachments as specified in the Application Checklist and the Application Forms must be included and appropriately tabbed. Following are detailed instructions for attachments that are not self-explanatory or otherwise included in the application packet.

Attachment	DESCRIPTION and INSTRUCTIONS
A	**Applicant Eligibility** • An Applicant must be an existing legal entity authorized to conduct business in Arizona. Only an authorized representative may sign any documentation that requires the signature of the Applicant. The Department will reject forms signed in the name of an entity that does not legally exist or by a representative without authority. • For Non-Profit or governmental applicants – Provide a Resolution to Apply for Funding. See the sample Attachment A included at page 13 of this application form. • Attach articles of incorporation, by-laws, partnership agreement or other relevant entity organizational information, determination letter and Certification of Good Standing from the Arizona Corporation Commission. If a non-profit attach a copy of the IRS nonprofit designation letter. Provide evidence of a 501(c)(3) or (4) status in the form of an Internal Revenue Service Proof of Nonprofit Status. Attach a copy of the IRS nonprofit designation letter. Provide evidence of a 501(c)(3) or (4) status in the form of an Internal Revenue Service
B	**Project Description** Provide descriptive information about the project including the number of units, the expected condition of the homes, specific geographic targeting, steps required to implement the project successfully and the expected timeline to complete the project. (The applicant's ability to fully describe the project is a key indicator of the applicant's understanding of what is required to complete the project successfully.)
C	**Organizational Capacity** Provide documented evidence of Applicant and/or Program Team experience with one or more of the following: • Written agreements with applicant outlining the responsibilities between parties. • Resumes. • 3rd party letters of recommendation. • Documentation of successful projects.
D	**Commitments for Financing** • Applicants with firm commitments for financing must include commitment letter(s) from the source of financing. Commitment letters must be on the letterhead of the organization providing the commitment. The letterhead must include the mailing address and phone number of the organization. The letter must include the name of the contact person, contact person phone number, eligible uses of committed funds, terms and conditions of the commitment, including but not limited to repayment provisions, loan period, interest rate, and loan-to-value and debt coverage ratios, expiration date of the commitment, if any, signature and typed title and name of authorized official. • If requesting State Housing Funds for projects with no other financing sources, include a copy of at least two denial letters from the other financing sources.
E	**Owner-occupied Housing Rehabilitation Program Policies** • Include Program Policies, as described in **Section 5.13** of the SHF Program Summary and

	Application Guide, for Owner Occupied Housing Rehabilitation. • Include copy of Governing Body Resolution or Motion to adopt Program Policies.
F	**Loan Instruments** Provide a copy of the Construction Contract, Deed of Trust and Promissory Notes that will be used to secure the rehabilitation loans.
G	**Market Demand** 1. Describe the market demand based on a demographic analysis of the target area, the target population and information on the condition of the housing stock and rehabilitation needs. Describe the degree to which comparable programs and services are available to the proposed service area. 2. Provide a spreadsheet of income qualified households who have applied to receive assistance and the household demographics including but not limited to household size, race, ethnicity, income, % AMI, etc.
H	**Community Revitalization** Provide evidence proposed project addresses an identified planning need or objective of the local government with one or more of the following: • correspondence between project principals and local government originating at least 9 months prior to application deadline; • a local governing body resolution or ordinance dated at least 9 months prior to application; • a planning document approved by the local governing body at least 9 months prior to application. • Federal Empowerment Zones or Federal Enterprise Communities • Established HUD Neighborhood Revitalization Strategy Areas • Established Colonias as designated by the United States Department of Agriculture or HUD • Geographic areas or parcels of property that are established by the local government as part of a comprehensive affordable housing plan. • Revitalization area designated by the local government
I	**Environmental Review** • Projects must complete Attachment G "Environmental Review Determination Form". • Provide Flood Plain Map where project is located detailing the flood zone. • Provide completed Environmental Review requirements pursuant to 24 CFR Part 58, up to Part III HUD Appendix A 2004
J	**Complete the State Housing Fund Self Score Sheet**

E-1 PROJECT NARRATIVE

Recipient:**Gila County Housing Services**
ADOH Contract No.: **CDBG, HOME, HTF, SSP, SHF**

ADOH ENVIRONMENTAL REVIEW RECORD
PROJECT NARRATIVE

1. Project Title: **Owner Occupied Housing Rehabilitation and Owner Occupied Emergency Repairs**

2. Project Description: (attach additional pages as necessary) Gila County proposes to use in house services to procure construction services from local licensed contractors to rehabilitate and/or provide emergency repairs to owner-occupied, single family homes throughout the County. All work will meet Arizona State Rehabilitation Standards and Uniform Building Code. The assistance wil be provided through either 1) deferred payment loans; or grants (emergency repair only). These activities will meet the low and moderate income housing national objective. Gila County operates a continuing housing program to address countywide needs.

Complete item a and b if the information is not included in the attachment.

a. Geographic Location (street names, compass direction, relation to town limit):
Gila County, excluding flood plain areas, and Indian Reservations.

b. Size and/or Area (sq. ft. of building, size and length of pipe, no. of units):
Individual homes that will be assisted are of varying sizes.

c. Existing Environmental Conditions (i.e., no sewer system, river contamination, unpaved streets, residential area, fully developed):
A majority of the homes are located in residential areas. Some homes receiving assistance may be in unincorporated areas of the County and will not be tied into a sewer sytem, but on septic systems. Most areas will have paved street,s although some remote areas lack paved streets.

d. Purpose (i.e., to improve traffic and driving conditions by widening roads):
To improve the health, safety, energy affordability and efficiency of single family homes by providing rehabilitation and/or emergency repairs.

e. Cost:

Federal Funds	Source: **DOE WAP**	$36,000.00
Leverage/Other	Source: **LIHEAP WAP**	$36000.00
Leverage/Other	Source: _____	
	TOTAL	$72,000.00

4. Map attached with project site clearly marked: Yes ☒

5. Prepared By:

   Name: **Malissa Buzan**

Signature: _____

E-3.1 LEVEL OF ENVIRONMENTAL REVIEW DETERMINATION (2004)

Project Name / Description: Gila County CDBG, HOME, HTF, SHF, SSP

Level of Environmental Review:

(Exempt per 24 CFR 58.34, Categorically excluded not subject to statutes per § 58.35(b), Categorically excluded subject to statutes per §58.35(a), Environmental Assessment per § 58.36, or EIS per 40 CFR 1500)

STATUTES AND REGULATIONS LISTED AT 24 CFR 58.6

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?
   - ☒ No. Flood insurance is not required. The review of this factor is completed.
   - ☐ Yes; continue.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?
   - ☐ No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date): (Factor review completed).
   - ☐ Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date): (Continue review).

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
   - ☐ Yes. Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.
   - ☐ No. **(Federal assistance may not be used in the Special Flood Hazards Area).**

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area? (See www.fema.gov/nfip/cobra.shtm).
   - ☒ No. Cite Source Documentation: (This element is completed).
   - ☐ Yes. **Federal assistance may not be used in such an area.**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?
   - ☒ No. Cite SD, page:

2. Project complies with 24 CFR 51.303(a)(3).
   - ☐ Yes. **Disclosure statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

Prepared by *(insert name and title)Malissa Buzan, Gila County Housing Services Manager*

_____ _____

Signature Date

Responsible Entity *(insert name and title)Michael A. Pastor, Chairman, Gila County Board of Supervisors*

_____ _____

Signature Date

E-P.2 - NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

Date of Notice **12-16-10**

Name of Responsible Entity (RE) **Gila County Housing Services**

Street Address **5515 S. Apache Avenue, Suite 200**

City, State, Zip Code **Globe, AZ 85501**

Telephone number of RE Preparer Agency **(928) 425-7631**

On or about **January 14, 2011** the **Gila County Housing Services** will submit a request to the **Arizona Department of Housing** for the release of **Federal** funds under **Title 1** of the **Hosing and Community Development Act of** of **1974**, as amended, to undertake a project known as **Owner Occupied Housing Rehabilitation** for the purpose of **providing housing rehabilitation to owner-occupied homes in Gila County.**
The activities proposed are Categorically Excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act requirements. For owner occupied rehabilitation projects, pursuant to 24 CFR 58.15, a specific review of the following items will be conducted on each proposed structure to be rehabilitated prior to beginning construction, and mitigation or project denial will be implemented as necessary: Historic Preservation, Airport Clearzones, Explosive and Flammable Operations, Toxic/Hazardous Materials, Contamination, Chemicals or Gasses; and Lead Based Paint. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at **Gila County Housing Services** and may be examined or copied weekdays **8:00** A.M. to **5:00** P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the **Gila County Housing Services**. All comments received by **January 1, 2011** will be considered by **Gila County** prior to authorizing submission of a request for release of funds.

RELEASE OF FUNDS

The **Certifying Officer** certifies to **Arizona Department of Housing** that **Michael A. Pastor** in **his** capacity as **Chairman, Gila County Board of Supervisors** consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. **Arizona Department of Housing** approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows **Gila County** to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

Arizona Department of Housing will consider objections to its release of funds and the **Gila County** certification received by **January 18, 2011** or for a period of fifteen days following its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the **Gila County**; (b) **Gila County** has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by **Arizona Department of Housing**; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to **Arizona Department of Housing** at **1110 W. Washington Ave., Suite 310, Phoenix, AZ 85007**. Potential objectors should contact **Arizona Department of Housing** to verify the actual last day of the objection period.

Name and Title of Certifying Officer:
Michael A. Pastor
Chairman, Gila County Board of Supervisors

_____
Signature of Certifying Officer

RESOLUTION NO. 11-01-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE HOUSING PROGRAMS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking affordable housing development activities; and

WHEREAS, the State of Arizona is administering the State Housing Fund Program; and

WHEREAS, the State Housing Fund Program requires that State Housing Funds benefit low-income households; and

WHEREAS, the activity in the application addresses the community's low-income population housing needs; and

WHEREAS, a recipient of State Housing Funds is required to comply with program guidelines, State and Federal statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorize the submission of an application for HOME Investment Partnership Program funds to the State of Arizona for funding from the State Housing Fund, and authorize Michael A. Pastor, Chairman of the Gila County Board of Supervisors, to sign the application and contract or grant documents for receipt and use of these funds, and also authorize David Fletcher, Community Services Division Director, to take all actions necessary to implement and complete the activities submitted in said application; and

BE IT FURTHER RESOLVED that the Gila County Board of Supervisors will comply with all State Housing Fund Program Guidelines, State and Federal statutes and regulations applicable to the State Housing Fund Program (HOME program and/or State Housing Trust Fund) and the certifications contained in the application.

PASSED AND ADOPTED this 4th day of January 2011, at Globe, Gila County, Arizona

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Chief Deputy Clerk Michael A. Pastor, Chairman

RESOLUTION NO. 11-01-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF HOUSING SERVICES PROGRAM GUIDELINES DATED SEPTEMBER 22, 2010, IN RELATION TO AN APPLICATION FOR FY 2010 STATE HOUSING FUNDS FOR HOUSING REHABILITATION ACTIVITIES.

WHEREAS, Gila County is desirous of undertaking an Owner-Occupied Housing Rehabilitation Program; and

WHEREAS, this Program is funded by the State of Arizona through its State Housing Fund Program; and

WHEREAS, the State Housing Fund Program requires that every local government requesting HOME Investment Partnership Program (HOME), Community Development Block Grant (CDBG), and Emergency Repair funds, which are used for housing rehabilitation and emergency repairs, adopt specific guidelines for such a program; and

WHEREAS, Gila County has developed such Owner-Occupied Housing Rehabilitation Program (OOHRPG) guidelines, dated September 22, 2010, which have been pre-approved by the State Housing Fund Program.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby adopts such OOHRPGs, dated September 22, 2010, which shall be used to implement its State Housing Fund Program funded housing rehabilitation and emergency repair programs funded through its application for FY 2008 funds; and

BE IT FURTHER RESOLVED that Gila County shall utilize such OOHRPGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the State Housing Fund Program's CD-1 form; with such revisions submitted to the State Housing Fund Program within a maximum of 10 working days of authorization.

PASSED AND ADOPTED this 4th day of January 2011, at Globe, Gila County, Arizona

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Chief Deputy Clerk Michael A. Pastor, Chairman

Regular Agenda Item Item #: 3- E

Regular BOS Meeting

Date: 01/04/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Gila County Public Works Engineering Department has received a petition and request from Landmark at the Creek LLC., to vacate a portion of Christopher Creek Loop.

Background Information

Christopher Creek Loop is in the community of Christopher Creek and was formerly Arizona State Route 260. When SR 260 was realigned around the community, the Arizona Department of Transportation turned the road back to Gila County. Gila County accepted the road into the County's Maintained Roadway System and renamed the road Christopher Creek Loop. When this roadway was in ADOT's system the right-of-way varied in width from 100 to 200 feet. Now that the road is no longer in the State Highway System and traffic has been reduced for the most part to local traffic the existing width of the right-of-way is no longer necessary. The area requested for abandonment is adjacent to the petitioners property, currently identified as Assessor's parcel 303-10-094A.

Evaluation

After many on-site visits between the owner's representatives and staff, an area for abandonment was agreed upon and supported by staff. The proposed abandonment will not have an effect on access through the area nor will it impact the area needed to maintain the roadway.

Conclusion

It is in the best interest of the County for the Board of Supervisors to authorize the Engineering Department to begin the process to dispose of this unnecessary public roadway.

Recommendation

The recommendation from the Engineering Department is to approve the motion to begin the process to dispose of an unnecesssary roadway.

Suggested Motion

Information/Discussion/Action to accept or reject a petition from Landmark at the Creek LLC, to begin the process to dispose of an unnecessary public roadway being a portion of Christopher Creek Loop as shown on the attached map. **(Steve Sanders)**

Attachments

Link: Petition to Vacate a Roadway

Link: Map

Link: Legal Description

PETITION TO VACATE A ROADWAY

(Gila County to Property Owners)

WE THE UNDERSIGNED, ALL BEING RESIDENT TAXPAYERS IN GILA COUNTY, ARIZONA, DO HEREBY PETITION THE HONORABLE COUNTY BOARD OF SUPERVISORS FOR VACATION OF THE FOLLOWING PROPERTY:

LEGAL DESCRIPTION & LOCATION:

Parcel No. 1

Lot 114, of CHRISTOPHER CREEK HAVEN Plat 3, according to Map No. 201, records of Gila County, Arizona.

Parcel No. 2

Lot 115, of CHRISTOPHER CREEK HAVEN Plat 3, according to Map No. 201, records of Gila County, Arizona.

(Petition must have at least 10 signatures (but can have more) of Gila County resident taxpayers who are in favor of this vacation petition. with residents surrounding the proposed vacated property (this is not a requirement-only a suggestion) and designate which ones by using a

NAME	ADDRESS	DATE
Richard J. Schantz	265. West Columbine Rd	07-04-09
Rodney J. Britain	174 W. Columbine Rd	07-04-09
Josh R. Collins	175 Coffey Lane	07-04-09
Karen Thornton	928 Columbine	07-04-09
[illegible]	284 Park Rd Mead Ranch	07-04-09
[illegible]	1571 Christopher Cr. Loop	07-04-09
Margot Holmes	257 Columbine Rd	7-4-09
Mark Alvin Sr	935 Columbine	7-4-09
Marlyn J. Fehlmann	179 Apple Lane	7-4-09
[illegible]	1401- C Creek Loop #16	7-4-09
R M Hardy	591 Columbine	7-4-09
Ronald W. Flowers	591 Columbine	7-4-09

PETITIONER'S NAME, ADDRESS and PHONE NUMBER:

Contact Person: Bob Ball 602-252-6678

Please return petition to: *GILA COUNTY ENGINEERING DEPARTMENT, Guerrero Complex, 1400 E. Ash Street, Globe, A*

RECEIVED
JAN 12 2010
By

PETITION TO VACATE A ROADWAY

(Gila County to Property Owners)

WE THE UNDERSIGNED, ALL BEING RESIDENT TAXPAYERS IN GILA COUNTY, ARIZONA, DO HEREBY PETITION THE HONORABLE COUNTY BOARD OF SUPERVISORS FOR VACATION OF THE FOLLOWING PROPERTY:

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(Petition must have at least 10 signatures (but can have more) of Gila County resident taxpayers who are in favor of this vacation petition. with residents surrounding the proposed vacated property (this is not a requirement-only a suggestion) and designate which ones by using a

NAME	ADDRESS	DATE
BILL HAMMER	480 W Ashby Apple Dr	7-4-09
Barbara J. Wheeler	1401 E. Creek Loop	"
Geoff Folks	399 Mountain Meadow 85541	7-4-09
John Marlesbury	1292 Christopher Creek Loop 85541	7-4-09
Jeff Daniels	173 S. Blackfoot Rd. Colcord Estates	7-4-9
Dan + Gerry Dodson	657 Columbine Pl	7-4-09
Judy Tolle	360 Ashby Apple Dr	7-4-09

PETITIONER'S NAME, ADDRESS and PHONE NUMBER:

Please return petition to: GILA COUNTY ENGINEERING DEPARTMENT, Guerrero Complex, 1400 E. Ash Street, Globe, A

RECEIVED
JAN 12 2010
By_____

VACATION PLAT OF THE RIGHT-OF-WAY
LANDMARK AT THE CREEK
ATTACHING TO APN: 303-10-094A

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA, BEING A FOUND BLM BRASS CAP,

THENCE; CONTINUING SOUTH 89°31'20" WEST (C), NORTH 89°58'00"WEST 516.15 FEET (R&C), ALONG THE SOUTH LINE OF SAID SECTION 19 TO A POINT,

THENCE; NORTH 39°40'40" WEST, 137.34 FEET (R) TO THE WESTERLY CORNER OF LOT 113 OF CHRISTOPHER CREEK HAVEN, PLAT THREE, AS RECORDED IN MAP 201, RECORDS OF GILA COUNTY, ARIZONA,

THENCE; NORTH 50°19'20" EAST, 180.85' (C), NORTH 50°30'00" EAST, 180.85' (R) TO THE WESTERLY CORNER OF LOT 114 OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE, AND THE TRUE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION.

THENCE; NORTH 39°54'00" WEST, 9.74 FEET,

THENCE; NORTH 50°19'20" EAST, 210.00 FEET, PARALLEL WITH THE NORTHWEST LINE OF LOTS 114 AND 115, OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE, TO A POINT NORTH 39°54'00" WEST, 9.74 FEET, PERPENDICULAR TO THE PROLONGATION OF THE NORTHWEST LINE OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE, BEARING NORTH 50°19'20" EAST, 217.63 FEET (M) FROM THE NORTHERLY CORNER OF LOT 115, OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE,

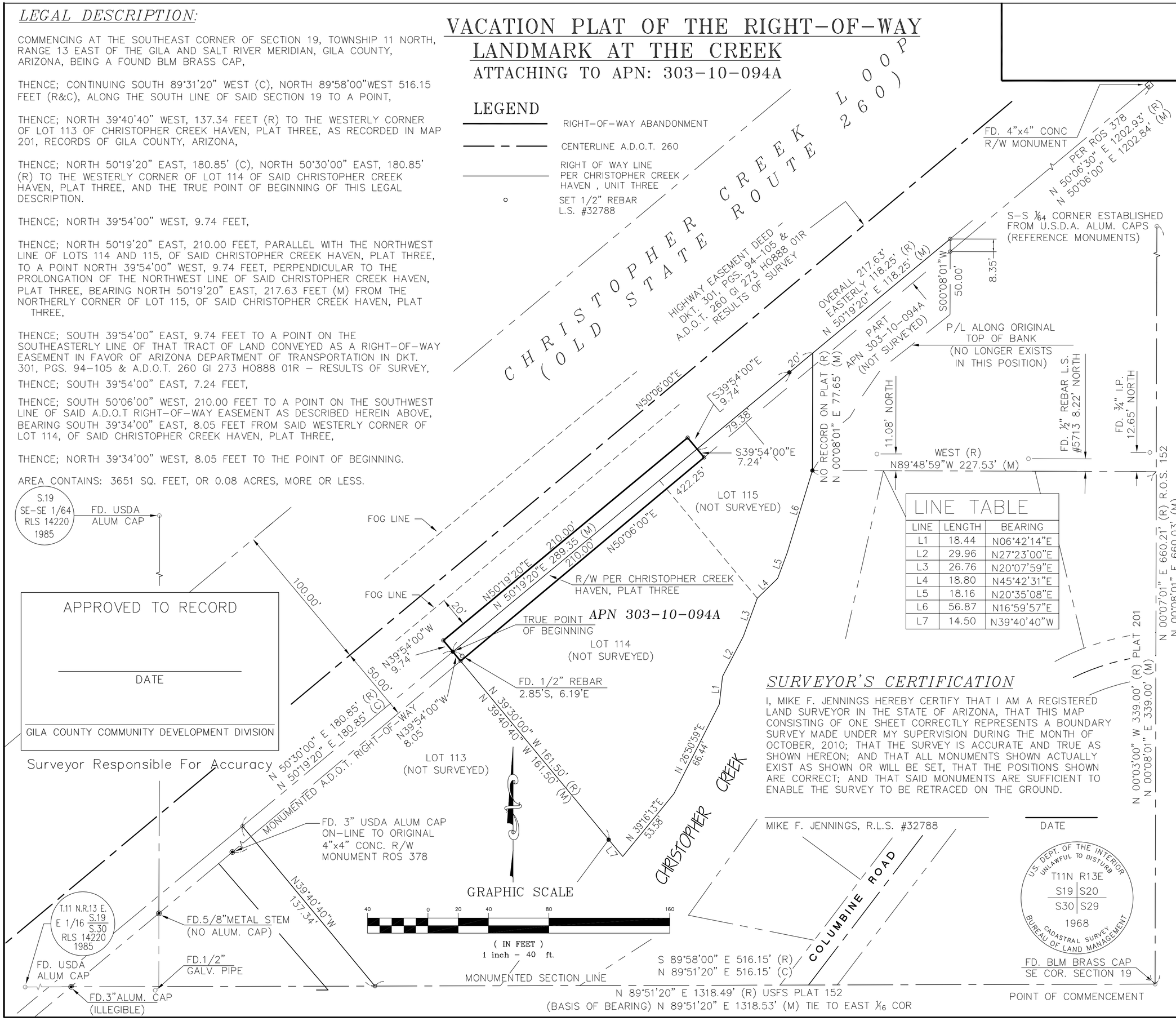
THENCE; SOUTH 39°54'00" EAST, 9.74 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND CONVEYED AS A RIGHT-OF-WAY EASEMENT IN FAVOR OF ARIZONA DEPARTMENT OF TRANSPORTATION IN DKT. 301, PGS. 94-105 & A.D.O.T. 260 GI 273 H0888 01R - RESULTS OF SURVEY,

THENCE; SOUTH 39°54'00" EAST, 7.24 FEET,

THENCE; SOUTH 50°06'00" WEST, 210.00 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID A.D.O.T RIGHT-OF-WAY EASEMENT AS DESCRIBED HEREIN ABOVE, BEARING SOUTH 39°34'00" EAST, 8.05 FEET FROM SAID WESTERLY CORNER OF LOT 114, OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE,

THENCE; NORTH 39°34'00" WEST, 8.05 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS: 3651 SQ. FEET, OR 0.08 ACRES, MORE OR LESS.



LINE TABLE		
LINE	LENGTH	BEARING
L1	18.44	N06°42'14"E
L2	29.96	N27°23'00"E
L3	26.76	N20°07'59"E
L4	18.80	N45°42'31"E
L5	18.16	N20°35'08"E
L6	56.87	N16°59'57"E
L7	14.50	N39°40'40"W

APPROVED TO RECORD

DATE

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION

Surveyor Responsible For Accuracy

SURVEYOR'S CERTIFICATION

I, MIKE F. JENNINGS HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CONSISTING OF ONE SHEET CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF OCTOBER, 2010; THAT THE SURVEY IS ACCURATE AND TRUE AS SHOWN HEREON; AND THAT ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN OR WILL BE SET, THAT THE POSITIONS SHOWN ARE CORRECT; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED ON THE GROUND.

MIKE F. JENNINGS, R.L.S. #32788

DATE

Extreme Land Surveying, Inc.
16620 North 54th Street, Scottsdale, Arizona 85254
Phone; 602-574-6171 Fax; 602-482-0299
m3kjennings@cox.net

EXPIRES 9-30-13

DRAWING SCALES:
HORIZONTAL: 1" = 40'
VERTICAL: 1" = N/A

DESIGNED BY: M.J.

DRAWN BY: M.J.

CHECKED BY: GIS

DATE: 11/10/2010

SHEET: 1 OF 1

JOB #

PDF created with pdfFactory trial version www.pdffactory.com

LEGAL DESCRIPTION

VACATION OF RIGHT-OF-WAY

LANDMARK AT THE CREEK

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 13 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, BEING A FOUND BLM BRASS CAP,

THENCE; CONTINUING SOUTH 89°31’20” WEST(C), NORTH 89°58’00” WEST 516.15 FEET (R&C), ALONG THE SOUTH LINE OF SAID SECTION 19 TO A POINT,

THENCE; NORTH 39°40’40” WEST, 137.34 FEET TO THE WESTERLY CORNER OF LOT 113 OF CHRISTOPHER CREEK HAVEN, PLAT THREE, AS RECORDED IN MAP 201, RECORDS OF GILA COUNTY, ARIZONA,

THENCE; NORTH 50°19’20” EAST, 180.85 FEET(C), NORTH 50°30’00” EAST, 180.85 FEET(R) TO THE WESTERLY CORNER OF LOT 114 OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE, AND THE TRUE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION.

THENCE; NORTH 39°54’00” WEST, 9.74 FEET

THENCE; NORTH 50°19’20” EAST, 210.00 FEET, PARALLEL WITH THE NORTHWEST LINE OF LOTS 114, 115, OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE, TO A POINT NORTH 39°54’00” WEST, 9.74 FEET, PERPENDICULAR TO THE PROLONGATION OF THE NORTHWEST LINE OF SAID CHRISTOPHER CREEK HAVE, PLAT THREE, BEARING NORTH 50°19’20” EAST, 217.63 FEET (M) FROM THE NORTHERLY CORNER OF LOT 115, OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE,

THENCE; SOUTH 39°54’00” EAST, 9.74 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND CONVEYED AS RIGHT-OF-WAY EASEMENT IN FAVOR OF THE ARIZONA DEPARTMENT OF TRANSPORTATION IN DKT. 301, PGS. 94-105 & A.D.O.T. 260 GI 273 H0888 01R – RESULTS OF SURVEY,

THENCE; SOUTH 39°54’00” EAST, 7.24 FEET,

THENCE; SOUTH 50°06’00” WEST, 210.00 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID RIGHT-OF-WAY EASEMENT AS DESCRIBED HEREIN ABOVE, BEARING SOUTH 39°34’00” EAST, 8.05 FEET FROM SAID WESTERLY CORNER OF LOT 114, OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE,

THENCE; NORTH 39°54’00” WEST, 8.05 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS: 3651 SQUARE FEET, OR 0.08 ACRES, MORE OR LESS.

EXPIRES 9-30-13

Regular Agenda Item Item #: 3- F

Regular BOS Meeting

Date: 01/04/2011

Submitted For:	Steve Stratton, Public Works Division Director		
Submitted By:	Shannon Coons, Public Works Division		
Department:	Public Works Division	Division:	Engineering
Fiscal Year:	2011	Budgeted?:	Yes
Contract Dates - Begin & End:	January 4, 2011 until paperwork signed		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Request to purchase property from Jack-in-the-Box, Inc. in Globe to re-align Monroe Street at Courthouse.

Background Information

The Monroe Street extension was adopted by resolution into the County highway January 20, 1993. For several years Gila County has requested that Jack-in-the-Box, Inc. sell the County a portion of its property to enable the County to realign this portion of Monroe Street at 7th Street for safety reasons. The hill creates a blind area for both east and west bound drivers and it is a safety hazard. A project was added to the Engineering CIP 5-year plan to reconstruct Monroe Street to make it safer. There will be retaining wall work involved and at 90% plans, the Engineer's estimate in Sept 2008 was $564,119 which includes a 20% contingency. The engineering contract from 2007 in the amount of $24,854 still has $1,185.50 to be expensed for bid package contract technical specifications and special provision documents. To prepare for the project other expenses such as underground fiber optic had to be moved. Total expenses to date for this project since 2007 is $42,796 out of the Transportation Half-Cent Excise Tax Fund.

Evaluation

Monroe Street is the main exit for employees and the public traveling west bound from the Courthouse, Guerrero Complex and Arizona D.E.S. buildings. Left turns onto Ash Street have been prohibited for safety reasons. The east bound side of the road has a vertical drop off of about 20' into the D.E.S. parking lot. Before we take the appraisal and survey information to a title agency for processing the Public Works Division wanted approval from the Gila County Board of Supervisors to proceed with the purchase of the Jack-in-the-Box property for this road realignment. The 2 parcels affected have been surveyed and appraised. The sale amount of $18,000 has been pre-approved by the Jack-in-the-Box corporation as seen in the Letter of Intent dated October 18, 2010. The County thought it could just do a Quit-Claim deed but the Gila County Attorney's office believes we should go through the Title Insurance for a warranty deed. This amount plus closing costs will come from the Transportation Half-Cent Excise Tax Fund.

Conclusion

In order for the Monroe Street realignment to go forward, these pieces of property are an integral part of that project and without them the County can't realign the road. For public and employee safety the County wants to get the project underway by next summer.

Recommendation

The Public Works Division requests that the Board approve the purchase of the Jack-in-the-Box properties for the Monroe Street realignment in the amount of $18,000 plus closing fees.

Suggested Motion

Information/ Discussion/ Action to approve the purchase of parcel no. 205-14-035E and a portion of parcel no. 205-14-035C from Jack-in-the-Box Inc. in the amount of $18,000 plus closing fees for the Monroe Street realignment project. **(Steve Stratton)**

Attachments

Link: Appraisal

Link: Letter of Intent to Purchase

Link: Record of Survey

Link: Legal Desc of Partial Parcel

Link: Legal Desc of Entire Partial

SUMMARY APPRAISAL OF
A PARTIAL TAKING OF 2 STRIPS
FROM THE EXISTING JACK-IN-THE-BOX SITE

LOCATED AT

1402 EAST ASH STREET
GLOBE, ARIZONA 85501

PREPARED FOR

Mr. Steve Stratton
Director, Gila County Public Works Division
1400 East Ash Street
Globe, Arizona 85501

AS OF JUNE 23, 2010

PREPARED BY

Kurt Peer, Appraiser
PO Box 3227
Sierra Vista, Arizona 85636
File No: 3074

KURT PEER APPRAISER

Commercial and Residential Appraisals Throughout Arizona

PO Box 3227
Sierra Vista, Arizona 85636

Tel (520) 465-7074
Fax (520) 459-0719
kurt511@cox.net

June 28, 2010

Mr. Steve Stratton
Director, Gila County Public Works Division
1400 East Ash Street
Globe, Arizona 85501

Re: Commercial Appraisal in Summary Format of
A Partial Taking of Two Strips
From the Existing Jack-in-the Box Site
Located at 1402 East Ash Street
Globe, Arizona 85501
Appraiser's File No. 3074

Dear Mr. Stratton:

Pursuant to your request, I have prepared herewith a Summary Appraisal whose purpose is to estimate the As Is Market Value of the fee simple interest in the above-noted subject property. The Market Value estimate is the "Before Acquisition" value of the entire Jack-in-the-Box site. Secondarily, from this stated Market Value estimate, the purpose is to then derive the Estimated Total Compensation Due to the Owner of the Subject, which is the "Acquisition Valuation." The function or intended use of this appraisal is for acquisition purposes (a partial taking) on the part of the client. The date of inspection is June 23, 2010, which is the effective date of value.

As a result of my investigation and analysis, considering all of the pertinent data affecting the valuation, I have estimated the Total Compensation Due to the Owner of the Subject, as of the effective date of valuation, to be as follows:

EIGHTEEN THOUSAND DOLLARS
($18,000)

The purpose of the appraisal is to estimate the subject's Market Value in fee simple interest. The intended use of this report is to assist the client, Gila County, in a business decision regarding an acquisition.

This appraisal has been prepared in accordance with the current edition of:

- Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.); and

- the regulations adopted by the Office of the Comptroller of the Currency pursuant to Title XI, including, without limitation, the current version of the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Foundation.

In addition, this valuation is based on the attached appraisal report and all the assumptions and limiting conditions contained therein.

I hereby certify that I have made a personal inspection of the subject property; that my fee was not contingent on the value contained herein, including a minimum valuation, a specific valuation, or the approval of a loan; that I have no interest, present or prospective, in the subject property; and that I have the current licensing and the necessary experience and competency to perform this assignment. Furthermore, I hereby certify that, to the best of my knowledge and belief, all statements and opinions contained in this report are correct, subject to the General Assumptions and Limiting Conditions, as well as any Extraordinary Assumptions and Limiting Conditions, and the Certification which are made a part of this report.

I appreciate the opportunity to be of service. If you should have any questions, please don't hesitate to call.

Best Regards,

Kurt Peer
Certified General Real Estate Appraiser

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SUMMARY OF THE APPRAISAL

PROPERTY TYPE:	Vacant Land – Partial Taking
ADDRESS:	1402 East Ash Street, Globe, Arizona 85501
ASSESSOR'S PARCEL NUMBERS:	See Site Analysis section of the report
TOTAL SIZE OF SITE:	44,313 SF, or 1.02 acres
SIZE OF TAKING	4,052 SF, or 0.093 acres
ZONING:	C-2, Intermediate Commercial, City of Globe
PURPOSE OF APPRAISAL:	Estimate Market Value and Acquisition Value
FUNCTION OF APPRAISAL:	Acquisition (Partial Taking)
PROPERTY RIGHTS APPRAISED:	Fee Simple
DATE OF VALUE:	June 23, 2010
DATE OF REPORT:	July 28, 2010
HIGHEST AND BEST USE:	
As if Vacant:	Speculation and/or Development
As Is:	Continued Existing Use
SITE VALUATION (BEFORE):	$199,000
SITE VALUATION (AFTER/REMAINDER):	$181,000
ACQUISITION VALUE:	$ 18,000
DAMAGES, COST TO CURE:	None
SEVERANCE DAMAGES:	None
SPECIAL BENEFITS:	None

INTRODUCTION TO THE APPRAISAL

EXECUTIVE SUMMARY AND PROPERTY IDENTIFICATION:

Herewith is a Narrative Commercial Appraisal Report, in Summary Format, of a partial taking of 2 non-contiguous strips, from the existing Jack-in-the-Box site, located at 1402 East Ash Street, in Globe, Arizona, described in further detail in the body of the report. Appraiser is Certified General Real Estate Appraiser with current License in the State of Arizona, and has the experience and qualifications necessary to appraise the subject property. Appraisal has been prepared in conformance with the current requirements of the Uniform Standards of Professional Appraisal Practice, and sets forth the description, analysis, and valuation estimates of the subject property. Subject property was inspected by the appraiser on June 23, 2010, which is the effective date of value herein.

PURPOSE AND FUNCTION OF THE APPRAISAL:

The purpose of the appraisal is to provide an estimate of the as is Market Value of the subject property (the Before Acquisition Value of the entire site), and, from this Market Value estimate, the purpose is to then derive the Estimated Total Compensation Due to the Owner of the Subject, or the Acquisition Value. The value opinions are predicated on the forthcoming definitions of value and property rights as utilized in this appraisal. The function or intended use of this appraisal is for acquisition purposes (a partial taking) on the part of the client. The intended user of the report is the prior-noted client. This report may not be utilized for any other purpose, nor for any other client, than the purpose and client noted in the report, and is considered invalid if done.

The Jack-in-the-Box site is located adjacent west of the Gila County Courthouse facilities, in Globe. The Courthouse and Jack-in-the-Box sites are located on the south side of Ash Street (aka Highway 60). In addition to fronting Ash Street, the Courthouse site is also accessed from the rear, via Monroe Street. Monroe Street essentially runs along the south or rear side of the Jack-in-the-Box site, and provides access to the southwest or rear portion of the Courthouse site. As shown in photos, access along Monroe Street is somewhat complicated due to the topography and layout of the terrain and street. Moreover, Monroe Street, which is narrow and paved for two opposing lanes of traffic, without center stripe, crests behind the Jack-in-the-Box site, and presents a visibility hazard, due to the narrowness of the road and the fact that on-coming cars have difficulty seeing one another at the crest, especially near sun-up or sun-down when the sun is at a sharp angel in the sky. Gila County wishes to create better access here by way of reconfiguring and lowering Monroe Street, and in order to do this the County needs to take a portion of the Jack-in-the-Box site. The portion of the Jack-in-the-Box site they need is actually 2 non-contiguous portions or strips from the Jack-in-the-Box site, referenced herein as Strip A and Strip B. Strip A, located at the southwest corner of the Jack-in-the-Box site, contains Jack-in-the-Box's sewer lines, while Strip B, at the southeast corner of the site, isn't used by Jack-in-the-Box at all but instead contains an access drive behind the Jack-in-the-Box parking lot that the county uses and that connects Monroe Street with the county's parking lot. Neither of the strips include any of the site improvements of the Jack-in-the-Box site, such as parking, pavement, landscaping, or the like. The sewer lines go from the rear of the Jack-in-the-Box site down to Monroe Street, by way of Strip A.

Jack-in-the-Box and the County have been in negotiations with this for a period and Jack-in-the-Box is reportedly willing to sell these portions of their site to the County. Such is the purpose of

this appraisal. In addition, the County has agreed to fully compensate and "make good" Jack-in-the-Box for all of this (in addition to paying them the value for the Strips), to the extent that the County will at the County's cost re-do the sewer lines. As such, being that the county will be covering these costs (however they would end up taking shape), there will be no damages suffered by Jack-in-the-Box that the appraiser would need to consider. The value estimated herein is for the Strips only.

DEFINITION OF MARKET VALUE:

"Market Value" is defined by Federal Financial Institutions Regulatory Agencies, including the Office of the Controller of the Currency, as: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from the seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

PROPERTY RIGHTS APPRAISED:

The property rights being appraised herewith are those associated with the fee simple estate. According to the Dictionary of Real Estate Appraisal, "fee simple estate" is defined as: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat."

LEGAL DESCRIPTION:

According to the Gila County Assessor's Office, the subject property is legally described as indicated in the Addenda. There are 2 legal descriptions, broken down as to the subject's two Strips, herein again noted as Strips A and B. The legal descriptions were provided to the appraiser from the client, based on the Surveys of the two Strips performed at the behest of the client. As noted earlier, the subject represents 2 non-contiguous Strips which are a part of the overall Jack-in-the-Box site. The overall Jack-in-the-Box site itself consists of 6 separate delineated Assessor's Parcels: 205-14-028B, -035C, -035E, -036A, and -036B, and 208-05-389B. The portion of the overall Jack-in-the-Box site which contains the 2 Strips are as follows:

Strip A) Parcel 205-14-035E in its entirety. This parcel is described in the legal description in the Addenda under the label "Strip A."

This strip contains a total of 0.068 acres, or 2,945 SF, as per the legal description and the boundaries of the property. Its measurements are 37.42', 87.83', 35.02', and 82.17'. This Strip protrudes from the southwest portion of the overall Jack-in-the-Box site, and as noted contains the sewer lines for the site.

Strip B) A portion of Parcel 205-14-035C. This parcel is described in the legal description in the Addenda under the label "Strip B."

According to the Survey provided the appraiser (see Exhibit) and legal description, this Strip is triangular in shape, with its sides being 50.22', 70.00', and 44.29' in length. This Strip is 1,107 SF, or 0.025 acres, in size. This strip is located at the southeast corner of the overall Jack-in-the-Box site.

OWNERSHIP HISTORY:

A guideline of the Appraisal Institute calls for the reporting and analysis of any conveyances of the subject property over the 3 year period prior to the effective date of value, in addition to the reporting of any current listing or escrow of the subject property.

According to the Gila County Assessor's records, the current legal owner of the site which is the subject in this assignment is Jack in the Box, Inc. In addition, there have been no conveyances involving the subject property over the prior 3 year period.

SCOPE OF THE APPRAISAL:

The scope of the appraisal considers several factors, including the type of report (Summary Report vs. Self-Contained Report), the valuation approaches pertinent to and utilized in the assignment (Cost Approach, Sales Comparison Approach, Income Approach), and the general procedure the appraiser followed in preparing the report, including the inspection of the subject property and the data collection, analysis, and presentation.

Type of Appraisal

First, this is a Summary Appraisal, as requested by the client and deemed appropriate for the assignment at hand. Briefly, in a Summary Appraisal, the appraiser fully and diligently performs the appraisal assignment, including the research, investigation, and analysis, but in the written report itself the data and analysis is presented in a summarized format. Supporting documentation concerning the subject property itself and the research and analysis used in its valuation is retained in the appraiser's file.

More specifically, the Uniform Standards of Professional Appraisal Practice, under Standards Rule 2-2 (b), sets forth the following rules governing Summary Appraisal reports:

1. State the identity of the client and any intended users, by name or type;
2. State the intended use of the appraisal;
3. Summarize information sufficient to identify the real estate involved in the appraisal, including the physical and economic property characteristics relevant to the transaction;
4. State the real property interest appraised;
5. State the type and definition of value and cite the source of the definition;
6. State the effective date of the appraisal and the date of the report;
7. Summarize the scope of work used to develop the appraisal;
8. Summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained;
9. State the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal; and, when an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion;
10. Clearly and conspicuously state all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment results;

11. Include a signed certification in accordance with Standards Rule 2-3.

The above accurately sets forth the parameters the appraiser has utilized in this Summary Report. The other type of report, the most detailed type of appraisal, is the Self-Contained Report. In the Self-Contained Report, the level of research, investigation, and analysis is similar to that of a Summary Report but the written report is presented with a greater level of detail, support, and analysis.

In sum, concerning the two different types of reports, the content items and level of research and analysis are the same between them, but they are presented differently. Again, in the case of the subject property, a Summary Report has been utilized.

The Three Approaches to Value

Concerning the approaches utilized, all three approaches to value were considered in the case of the subject property, including the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. Each approach has its strengths and weaknesses depending on the nature of the assignment and the subject property. The approaches which are deemed appropriate for the assignment are then utilized, each resulting in its own value indication. The value indications from the approaches utilized are then reconciled into a final value estimate for the subject property in the Reconciliation section of the report.

In this assignment, the Sales Comparison Approach only was utilized. The subject is a vacant site and the Sales Comparison Approach is the only applicable approach in this instance. The Sales Comparison Approach is germane, as buyers and sellers look to market data, in the form of recent sales of similar properties to the one under appraisal, and current listings of similar properties as well, in helping them determine a property's value. Moreover, the market data was supportable in terms of recent sales of similar properties to the subject, which gives strength and credence to the use of this approach. The Income Approach was omitted in that the subject as a vacant site is not income-producing, and the Cost Approach was omitted in that there are no improvements to be valued. Therefore, only the Sales Comparison Approach was employed. In the Sales Comparison Approach, recent sales of similar vacant sites to the subject site were considered as comparable sales and produced a reliable market value estimate. Moreover, in the Reconciliation section of the report, since only the one approach was utilized, its value indication becomes the final reconciled value of the subject property.

Appraiser Work Methodology

Concerning the procedure the appraiser followed in the course of the assignment, the appraiser first communicated with the client to identify and ascertain the subject property to be appraised, the intended use of the appraisal, and the client's expectations concerning the assignment.

As for the subject property itself, a physical inspection was performed on June 23, 2010, during which the appraiser took extensive photographs and notes about all aspects of the property, including the site size, topography, frontage, vegetation, other site characteristics, surrounding uses, etc. Information such as zoning, utilities, flood zone status, and taxes and assessments were obtained from the appropriate governmental sources.

Concerning the data utilized, all of the comparables in the assignment were physically inspected by the appraiser. In addition, where appropriate, the appraiser spoke with parties knowledgeable about the comparables to confirm their details, and the appraiser in addition confirmed details

about the comparables through such sources as county records, MLS records, etc. All comparables were sought and selected based on their comparability to the subject property and appropriateness, and the search for them went back in time far enough to acquire the necessary data.

The appraiser also researched the characteristics of the immediate and larger neighborhood and region in which the subject property is located, and especially the characteristics of the market such as supply and demand levels, vacancy and rental levels, potential new supply and development coming on line, etc, gaining such information from published sources, the internet, governmental agencies, and appropriate knowledgeable parties.

Summary of Scope

In summary, the scope of this narrative appraisal report includes the gathering and analysis of pertinent market information in order to apply the most applicable valuation methodology in accordance with the guidelines and standards of the Uniform Standards of Professional Appraisal Practice.

REGIONAL AND NEIGHBORHOOD OVERVIEW

The description portion of the appraisal report begins with a discussion and analysis of the subject's location within the larger region, city, and neighborhood. This is then followed by the more specific descriptive sections including those of the subject site and subject improvements. The regional and neighborhood discussion begins herewith.

The subject property is located in central Arizona in Gila County. The county covers some 4,750 square miles and is a source of great mineral wealth. Silver was the area's first attraction, in the late 1800's, with copper mining soon becoming important, and continuing to be so. Gila County's land ownership is broken down by ownership as follows:

Owning Entity	*% of Total*
U.S. Forest Service	55%
State Government	4%
Privately Owned	4%
Apache Indian Reservation	37%
Total	100%

As noted, a considerable portion of the county belongs to the Apache Indian Tribe, with the San Carlos Apache Indian Reservation being located just to the east of Globe. Also of note, only about 4% of the land is privately owned in Gila County, meaning only 4% of the land is available as a tax base and consequently, the property tax burden on the public tends to be somewhat higher than normal.

Globe is the county seat. The majority of the eastern part of the county belongs to the Indian Reservation, while most of the balance of the county (central, northern, and southern) belongs to the U.S. Forest Service, the Tonto National Forest, etc. The county is located just east of the Phoenix metropolitan area and benefits from this proximity.

There are 3 main highways traversing the county, but no freeways. The main highway is State Highway 87 (the Beeline Highway) which travels north/south and providing access from the Phoenix metro area on the south, through Payson, and then north to Winslow on Interstate-40 north of the county. This highway has recently been improved to a four lane divided highway on the Phoenix to Payson run. Additional highways are State Highway 60/77 (in the eastern part of the county, connecting Globe to the White Mountains), Highway 188 (connecting Globe to Payson), and Highway 260 (connecting Payson to Show Low). Highway 260 has recently undergone improvement to four lanes in some portions, as the White Mountains and Show Low area has recently seen a boom in construction, which has increased traffic flow from Phoenix to Show Low, through Payson.

The leading municipalities in Gila County by population are Globe-Miami and Payson. The balance of the municipalities are very small, as shown on the attached map. Many are small unincorporated former mining and/or ranching towns, or tourist or second home destinations, such as Pine and Strawberry. The recent population figures are shown on the following table:

Municipality – Population	1990	2000	2008
Globe-Miami	8,080	9,422	9,923
Payson	8,377	13,620	16,965
Gila County	40,216	51,335	57,361

The subject property is located in Globe. Globe was founded in 1876 and incorporated in 1907 (Miami was incorporated in 1918). The nearest major metropolitan areas are Phoenix, about 85 miles to the west, and Tucson, about 100 miles to the south. Phoenix is the state capital and has been one of the fastest growing metropolitan areas in the country. Principal economic activities in Globe are mining, ranching, manufacturing, government, and tourism.

Globe and Miami are adjacent to each other, being connected by Highway 60. Highway 60 is the main and in fact only east/west thoroughfare in the metropolitan area, and nearly all of the main commercial facilities are located thereon. In the east portion of Globe, Highway 60 goes north to Show Low at its intersection with Highway 70. Highway 70 connects Globe with Safford.

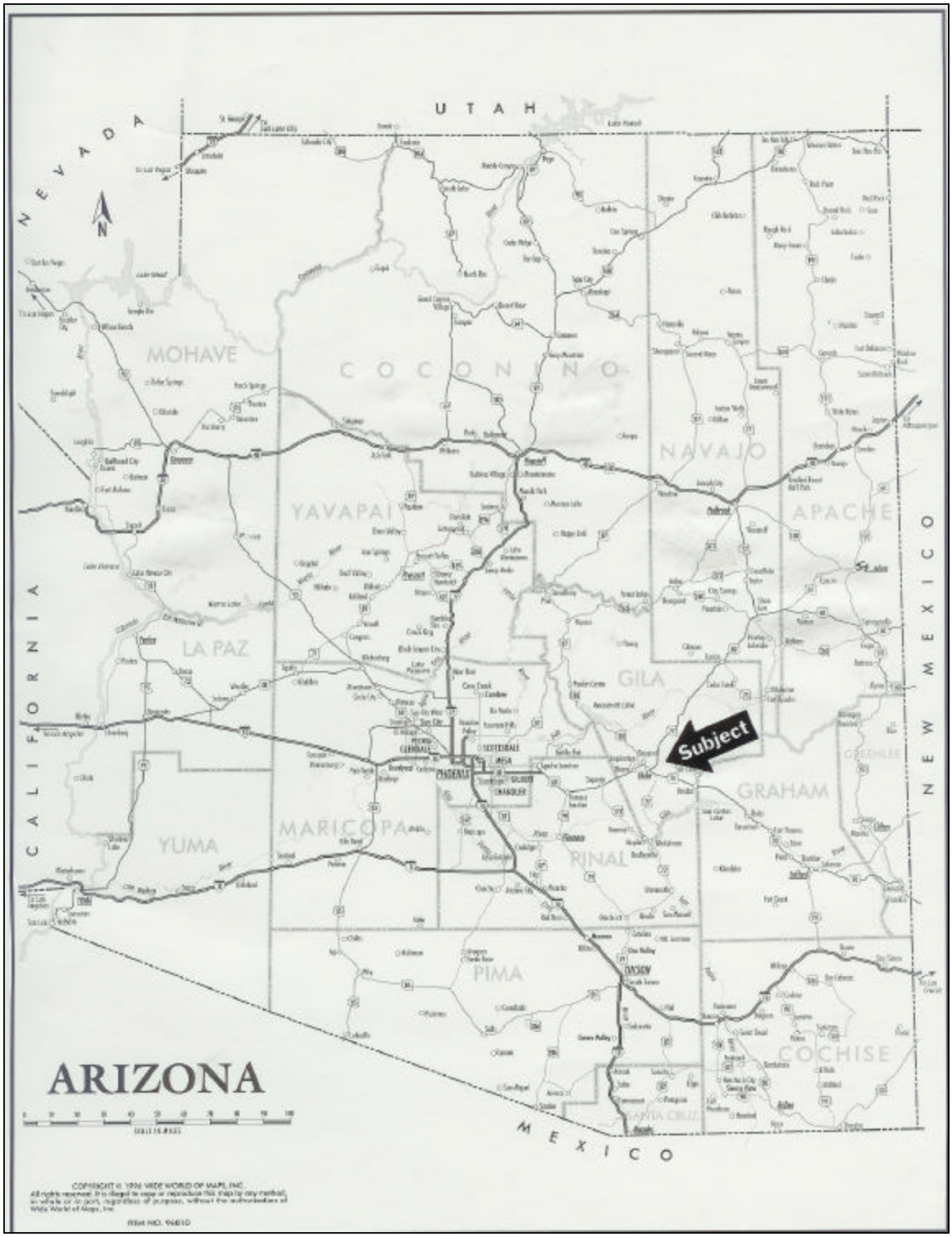
The Globe/Miami area experienced noted growth in the early 1990's, after decreasing in growth slightly during the decade of the 1980's. Notable commercial development took place in the 1990's, along Highway 60, with some dozen or so commercial sites being developed with a variety of newer, mainly chain uses (hotels, restaurants, grocery stores, service stations, etc.).

Basically, concerning commercial development in the area, the new commercial development is concentrated in two locations. One location is in the western portion of the area, mostly Miami, and includes a Wal-Mart/Safeway retail center, a newer Smith's food store, a handful of auto dealerships, and various additional commercial uses. The other area of new commercial development is located in the eastern portion of Globe, and stretches basically from the Gila County Building, east about 2 miles. This area houses a handful of newer hotels (Days Inn, Comfort Inn), service stations, restaurants, a newer Dollar General store, etc. Between these areas is an older portion of Globe, housing many older commercial uses and some residential uses, mobile home parks, as well as historic downtown Globe.

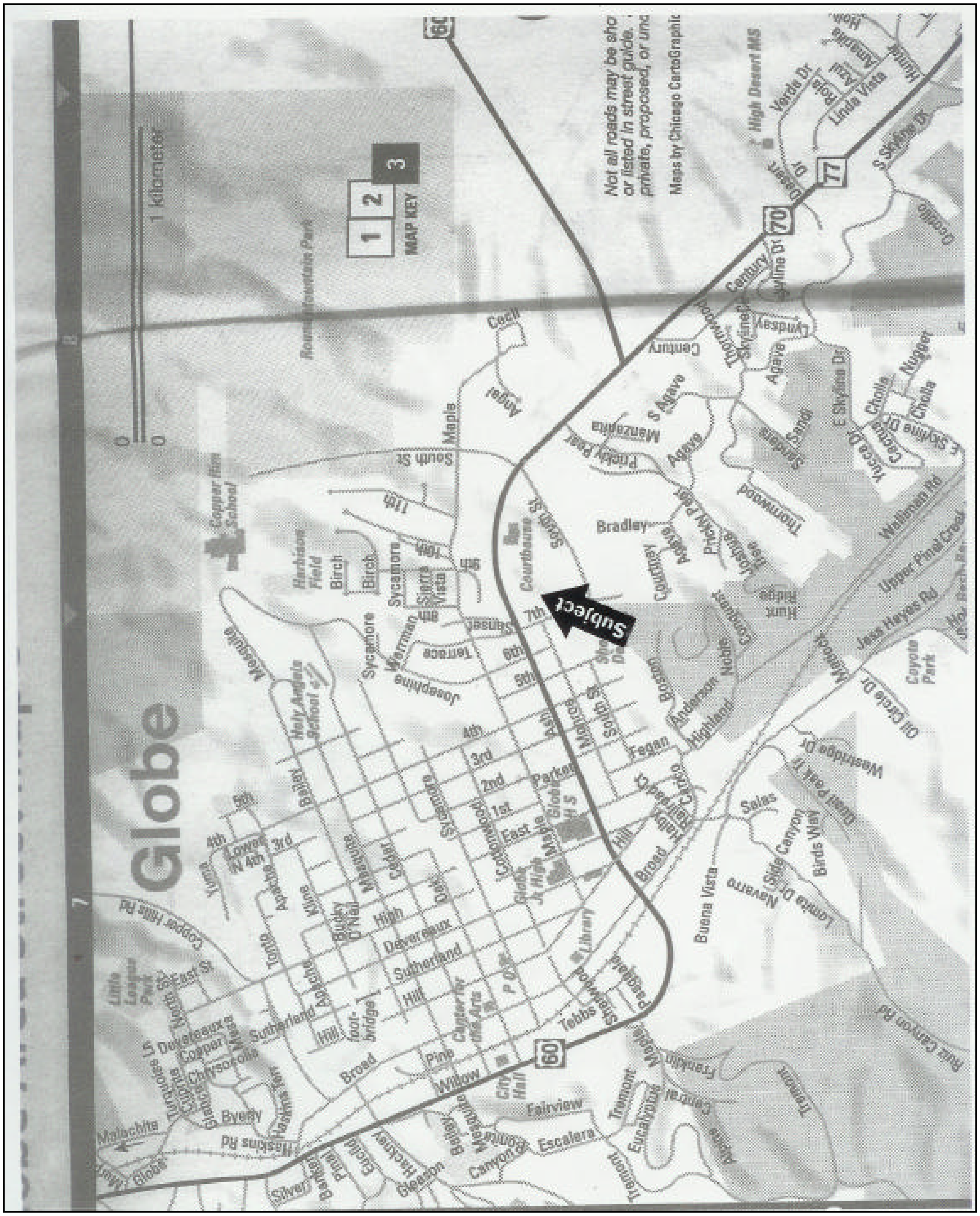
Globe and Miami are located in a steep canyon in the Pinal Mountains and scenic views are afforded in all directions. The elevation is about 3,500 feet, meaning the area has a milder climate than Phoenix, which is at about 1000 feet in elevation. Downtown Globe retains its historic flavor, with many restored historic buildings found. Educational facilities are adequate, including public and private schools and a community college, and the Cobre Valley Community Hospital also serves the area. The Globe/San Carlos Regional Airport has a lighted 4,750 foot runway.

In conclusion, Globe/Miami appears to be in a stability stage of growth, with slight increases in population and development. The area has not witnessed a high amount of growth such as was seen in several communities in Arizona over the early part of the 2000's, such as the White Mountains or Safford, for instance. Rather, growth has been very low, but overall, there no overly detrimental or adverse factors regarding the subject or the immediate vicinity that would negatively impact marketability or value.

STATE MAP


UTAH
NEVADA
CALIFORNIA
NEW MEXICO
MEXICO
MOHAVE
COCONINO
NAVAJO
APACHE
YAVAPAI
LA PAZ
GILA
GREENLEE
GRAHAM
YUMA
MARICOPA
PINAL
PIMA
COCHISE
SANTA CRUZ
PHOENIX
GLENDALE
SCOTTSDALE
MESA
GILBERT
CHANDLER
TUCSON
Subject
ARIZONA

NEIGHBORHOOD MAP



SITE ANALYSIS

Address/Location: The address of the Jack-in-the-Box site is 1402 East Ash Street, in Globe, Arizona. This places the site on the south side of Ash Street (aka Highway 60), adjacent west of the Gila County facilities, in the eastern portion of Globe.

Assessor's Parcel Numbers/ Site Size (Entire Site):

APN	SF*	Ac	Notes
205-14-028B	20,909	0.48	Main, Improved J-B parcel
205-14-035C	7,405	0.17	Taking (Portion) + Pkg Lot
205-14-035E	3,049	0.07	Taking (Entire)
205-14-036A	2,614	0.06	Parking Lot
205-14-036B	4,792	0.11	Parking Lot
208-05-389B	5,544	0.13	Parking Lot
	44,313	1.02	

* per Assessor

Site Size (Acquisition):

Strip	APN	SF	Acres
A	205-14-035E (entirety)	2,945	0.068
B	205-14-035C (portion)	1,107	0.025
		4,052	0.093

See Introductory section of the appraisal for additional information and discussion about the two Strips.

Access, Frontage, Arterials: Strips are located at the rear of the Jack-in-the-Box site. The overall Jack-in-the-Box site fronts and has about 300 feet of frontage on Ash Street, which is asphaltic paved for four opposing lanes of traffic, plus a two-way center turn lane, at this location. The arterial is also improved with concrete curbs, gutters, and sidewalks, as well as street lights, at this location.

Monroe Street: As noted, Monroe Street is asphaltic paved and conducts two opposing lanes of traffic, without striping. Monroe Street crests behind the Jack-in-the-Box site, creating a hazard. As shown in the Exhibits, Parcel 205-14-035E (Strip A) actually juts out into the right-of-way of Monroe Street, but Monroe Street's right-of-way is wider than the pavement itself; the pavement itself in effect ends along the southern border of Parcel 205-14-035E.

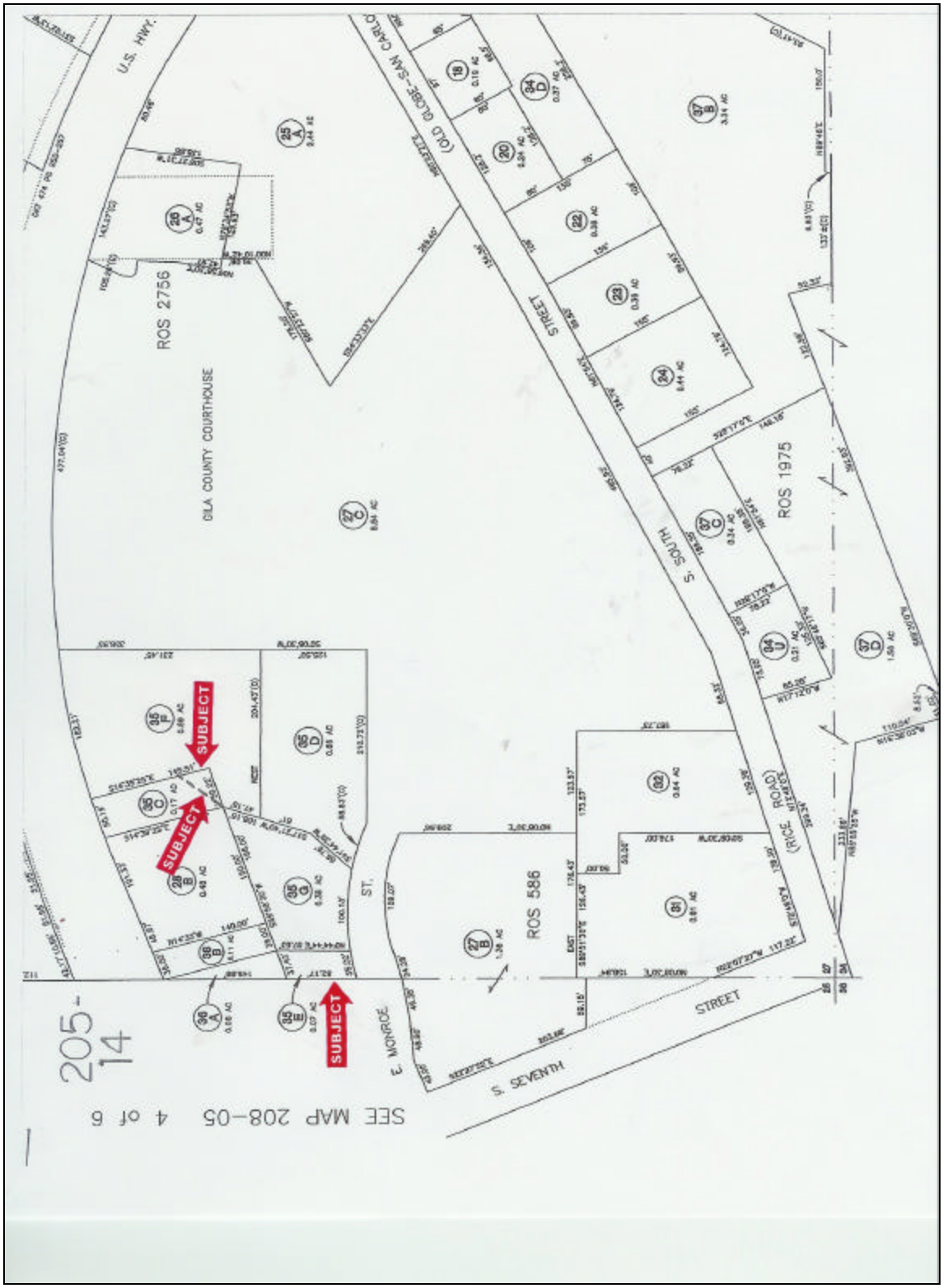
Utilities: All utilities are available to the site (the overall Jack-in-the-Box site), including municipal water and sewer from the City of Globe, electricity from Arizona Public Service, natural gas from Southwest Gas, and telephone from Qwest.

Zoning:	The site is zoned C-2, Intermediate Commercial, by the City of Globe. The purpose of this district is "to permit most types of commercial activities oriented to a larger segment of population than the average neighborhood and includes the sale of commodities or performance of services. The district is designed for application on highways and major streets to serve that traffic, but should NOT be applied along the continuous length of a highway or major street. Development should be contiguous, grouped or clustered to prevent undesirable "strip" commercial development." A large variety of uses are permitted in the zone, including office, retail, and health services, with uses including food services, hotels, auto sales, and the like conditionally approved. This zone is found along Highway 60 (Ash Street) in this portion of town, and for all practical purposes, when analyzing the value of the subject site as vacant, this commercial zoning designation is considered similar to the other commercial zoning districts found in Globe/Miami, including Globe's C-3, Central Commercial, zoning district, which covers other portions of Highway 60 as well as downtown Globe.
Topography:	Generally level and at grade, dipping at the rear (where Strip A is) down to Monroe Street.
Flood Hazard:	According to Flood Insurance Rate Map 040007C2119D, dated December 4, 2007, the subject is located within Flood Zone X, which is not a designated flood hazard area.
Soils and Drainage:	No soils analysis was provided the appraiser, and in the absence of such and lacking information to the contrary and based on the appraiser's inspection, it is assumed that the soils are adequate to support the site's highest and best use, and that drainage is adequate. However, appraiser is not an engineer and assumes no liability for such issues.
Easements:	From inspection and lacking information to the contrary, no restrictive and only typical easements such as utility easements are assumed in place on the site.
Environmental Concerns:	During physical inspection of the site, no hazardous materials were evident. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions, however, the appraiser is not an expert in this field and assumes no liability for such matters. See Underlying Assumptions and Contingent Conditions for additional discussion.
Site Improvements:	As noted, no site improvements for the Jack-in-the-Box site are found on the subject Strips. Site improvements for the Jack-in-the-Box site include asphalt paved parking, three curb cuts onto Ash Street, a drive-through lane, curbing, and landscaping. Please see photos for details.

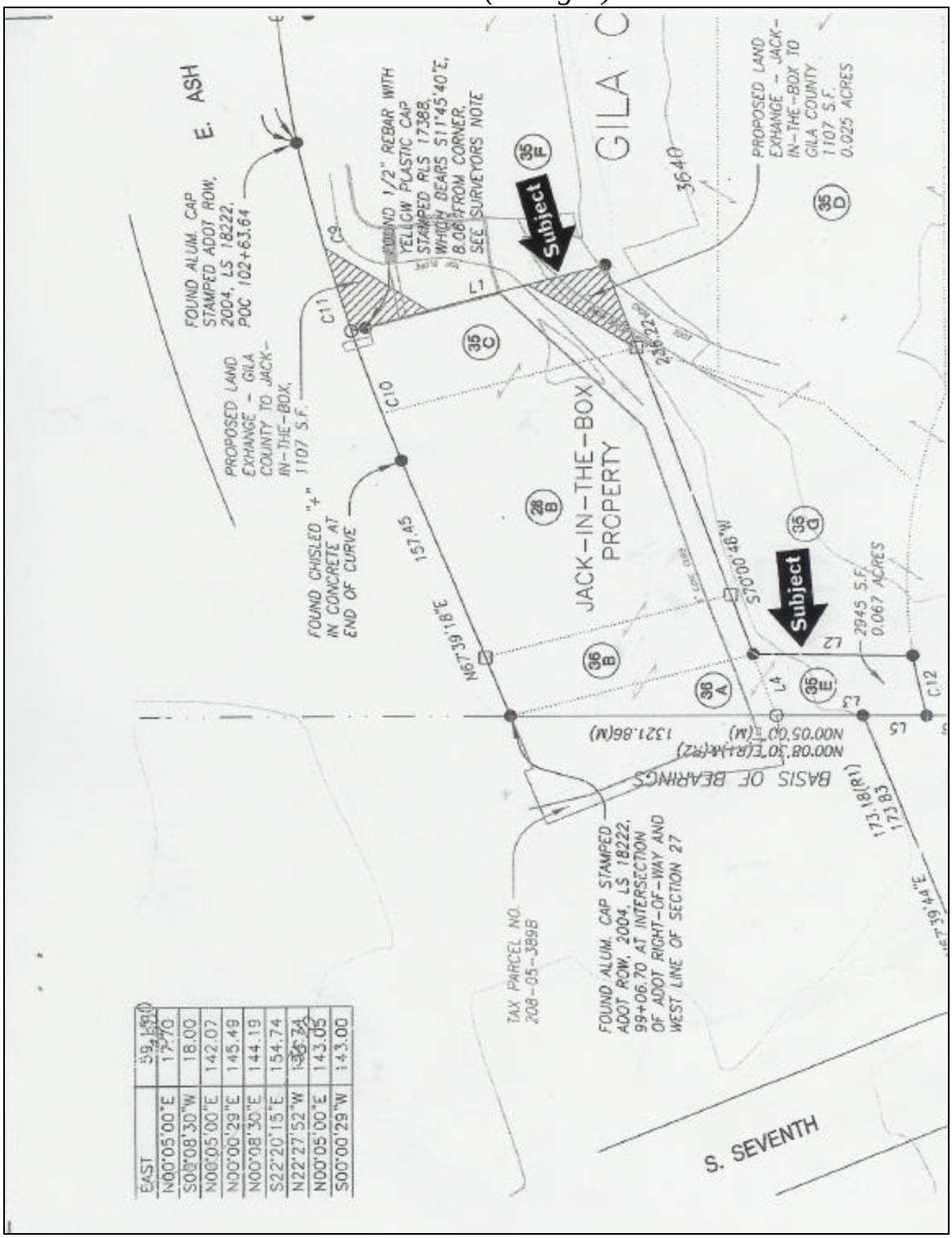
Assessment and Taxes: The current/most recent assessment and real estate taxes for the subject (entire Jack-in-the-Box site) are as shown on the table below. It should be noted that once the acquisition goes through, the subject parcels would become government-owned, and tax-exempt. However, for the purposes of this appraisal, the current taxes and assessment on the subject parcels (all comprising the Jack-in-the-Box site) as they now exist are as shown on the table below. It should also be noted that according to the Gila County Treasurer's Office, there are no overdue taxes owing on any of the said parcels.

APN	'11 Land FCV	'11 Impr FCV	'11 Total FCV	'09 Taxes
205-14-028B	$63,288	$217,196	$280,484	$6,013.26
205-14-035C	$21,825	$14,671	$36,496	$782.54
205-14-035E	$1,146	$0	$1,146	$17.84
205-14-036A	$6,000	$6,150	$12,150	$260.48
205-14-036B	$15,082	$11,418	$26,500	$568.14
208-05-389B	$23,189	$11,499	$34,688	$743.74
Totals	$130,530	$260,934	$391,464	$8,386.00

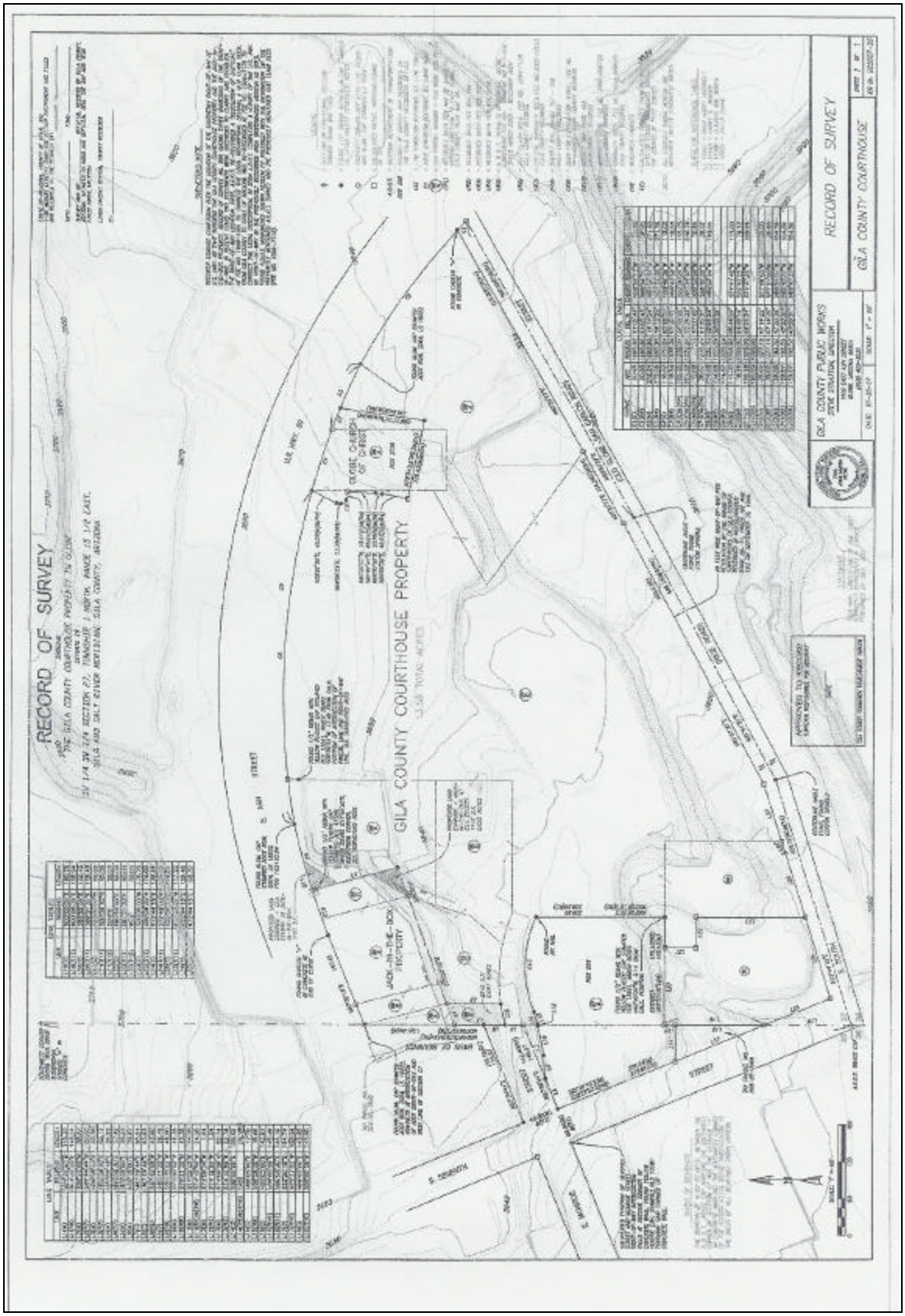
PLAT MAP


U.S. HWY.
ROS 2756
GILA COUNTY COURTHOUSE
(OLD GLOBE-SAN CARLO
STREET
S. SOUTH
ROS 1975
SUBJECT
SUBJECT
SUBJECT
ST.
E. MONROE
ROS 586
(RICE ROAD)
STREET
S. SEVENTH
205-14
SEE MAP 208-05 4 of 6

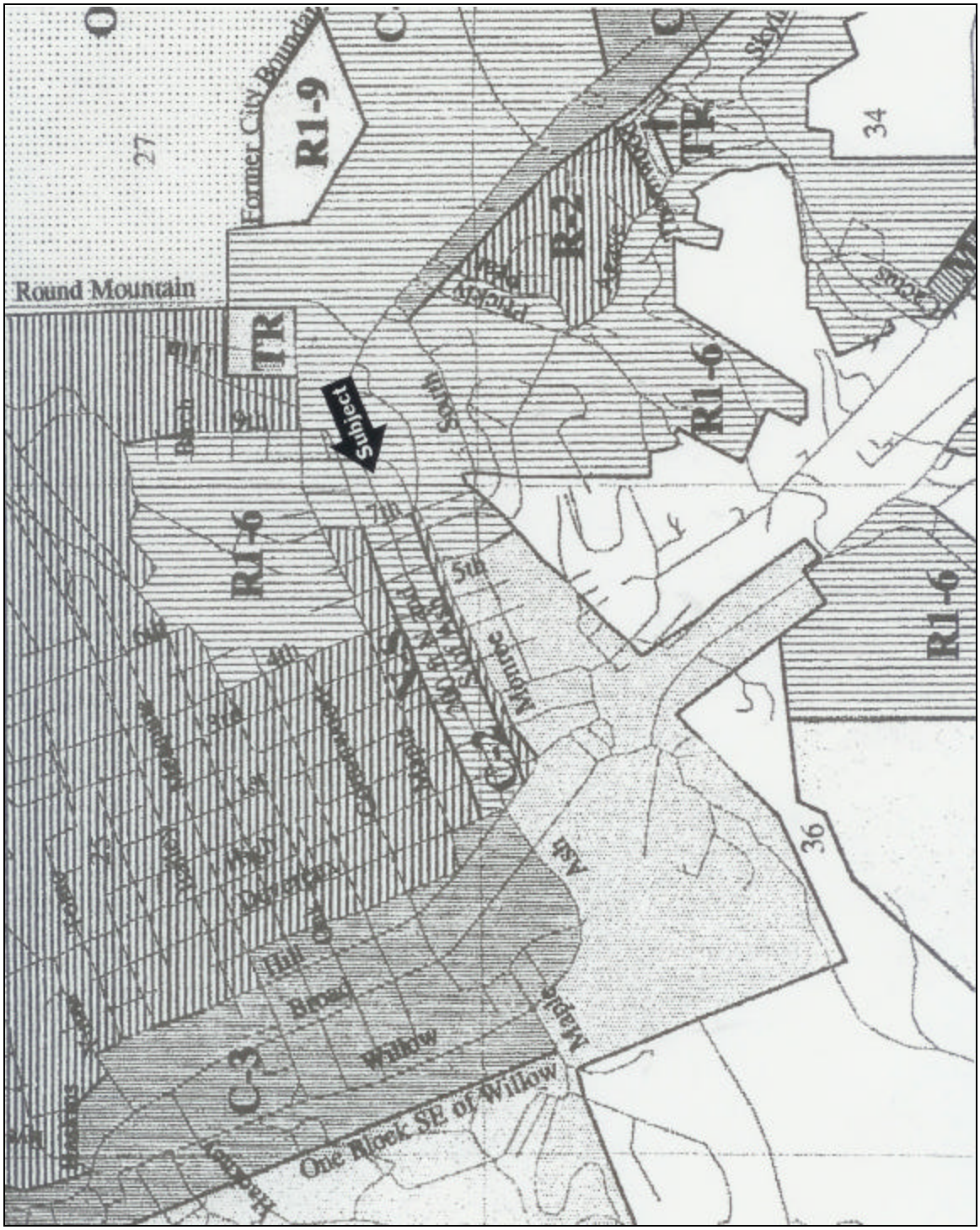
PLAT MAP (enlarged)



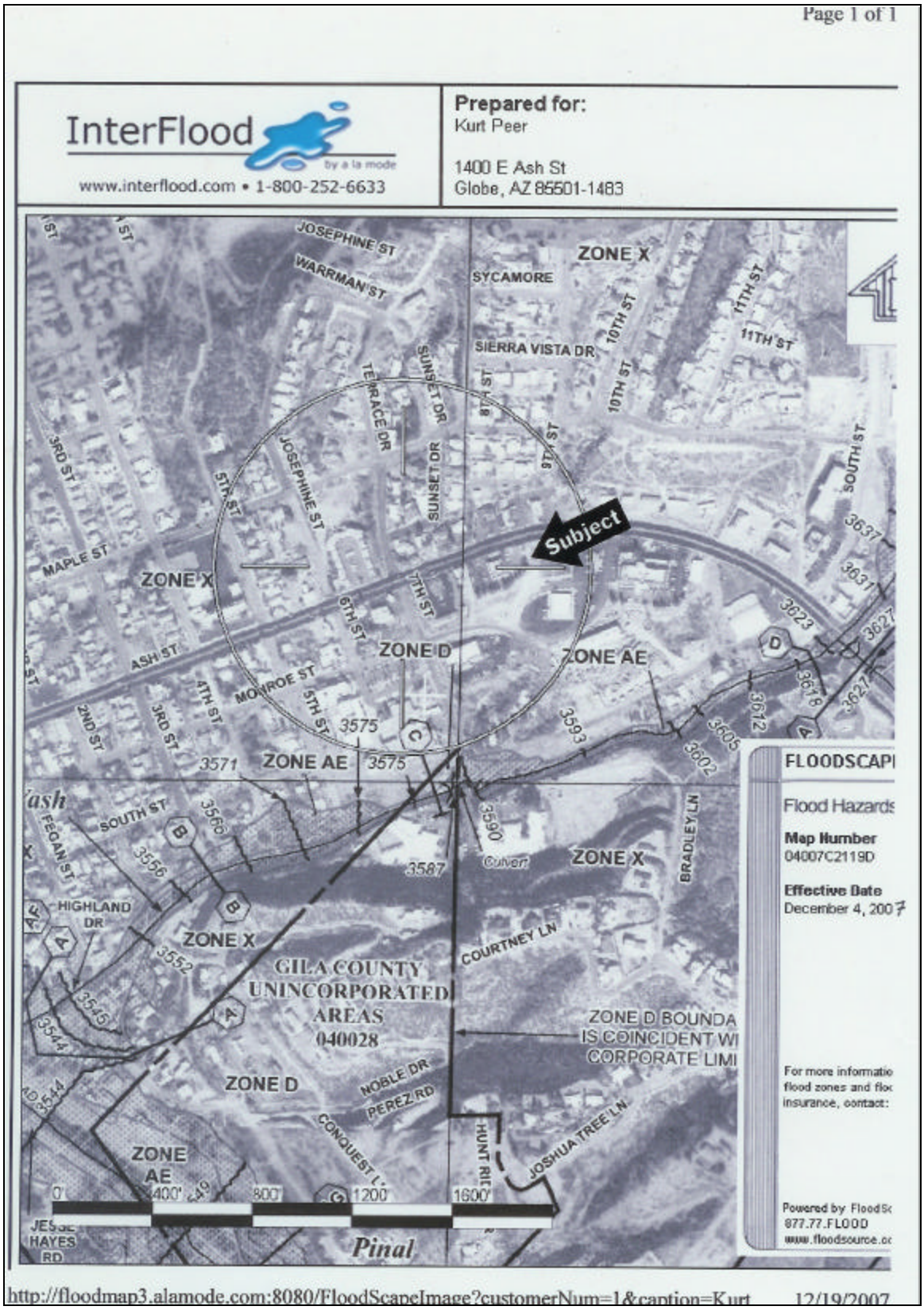
SURVEY


RECORD OF SURVEY
GILA COUNTY COURTHOUSE PROPERTY
RECORD OF SURVEY
GILA COUNTY COURTHOUSE

ZONING MAP


Round Mountain
Former City Boundary
R1-9
TR
R1-6
R2
C3
Subject
Willow
Brown
Hill
Ash
Maple
Mbrune
Pecker
Beach
Hardway
One Block SE of Willow
27
34
36

FLOOD ZONE MAP



SUBJECT PHOTOGRAPHS

View looking W on Ash St, Jack-in-the-Box site to L

View looking E on Ash St from point near Subj

SUBJECT PHOTOGRAPHS

View looking E on Monroe Street at County Buildings; Subj site to L

View looking E from rear of Jack-in-the-Box site, showing Subj Strip B (to R of trees) and County Buildings behind

SUBJECT PHOTOGRAPHS

View of J-B site, looking NE

View of J-B site, looking E

View looking W from County parking lot at J-B site

View of Strip B, from Monroe St.

View of Strip A, looking W towards J-B

View of Strip A, looking E to Monroe St.

HIGHEST AND BEST USE ANALYSIS

The concept of Highest and Best Use is central to the appraisal problem. It is defined in the Dictionary of Real Estate Appraisal as: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria that highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximal productivity."

The Highest and Best Use section of the appraisal is the apex which links the first or descriptive section of the report with the second or valuation section. The first section builds up to the highest and best use analysis, which determines the valuation methodology to be used. Implied within the definition of highest and best use is the recognition of that specific use to the community development goals in addition to wealth maximization of the individual property owner. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

For an improved property, highest and best use is considered from two points of view, first, from the point of view of the site as if it were vacant. Second, highest and best use is considered from the point of view of the property as it is currently improved. For a vacant site or property, such as the subject property, highest and best use is analyzed from only one point of view, that being considering the property as vacant. Based on the preceding, the following is set forth.

Highest and Best Use, As Is/Vacant:

Considering the subject site's locational and physical characteristics as discussed in the report, as well as zoning and market conditions, the current highest and best use of the subject property (the entire site), as if vacant, is for speculation and or development purposes consistent with underlying zoning, that is, for commercial development purposes.

THE APPRAISAL PROCESS

The appraisal process is the systematic procedure utilized to provide an answer to the client concerning the market value of the real property appraised. In it, the process is planned as to the collection, analysis, and presentation of the necessary data in order to arrive at an estimated value. Three approaches are involved and considered for use in an assignment, and all, one, or two are utilized depending on the assignment. The approaches are the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. Each approach has its strengths and weaknesses depending on the nature of the assignment and the subject property. The approaches which are deemed appropriate for the assignment are then utilized, each resulting in its own value indication. The value indications from the approaches utilized are then reconciled into a final value estimate for the subject property in the Reconciliation section of the report. Each of the approaches is considered and discussed as follows.

The Cost Approach is based on the principal of substitution, which states that no prudent person would pay more for a property than the amount it would cost to obtain a property of similar desirability, by way of purchasing a vacant site and constructing a building thereon. In the Cost Approach, a subject's land value is first determined, through a Sales Comparison analysis using as comparables recent sales of similar vacant sites to the subject site. To the estimated site value is then added the estimated replacement cost new of the improvements, through such published sources as the Marshall Valuation Service Cost manuals. When applicable, actual construction costs for a subject property are also considered, along with construction costs of similar buildings from builders and developers in the area. From the estimated replacement cost new of the building is then deducted accrued depreciation caused by physical, functional, and exterior or adverse economic sources. This results in the estimated depreciated cost new of the building, to which is then added the estimated land value, determined earlier, for the final value estimate via this approach to value.

In the Sales Comparison Approach, the appraiser estimates the value of a subject property by comparing it with similar properties which have recently been sold, or are currently available for sale. The subject and comparables are broken down into similar units of comparison, in this case the price per square foot of site area. The fundamental basis for valuation in this approach involves differences between the subject and comparables in their various specific characteristics. There are two levels of adjustment, the first involving characteristics of the market and the actual transaction, such as property rights conveyed, changed market conditions since the date of sale, financing, and conditions of sale (such as atypically motivated parties to the transactions). The second level of adjustment considers the characteristics of the site itself, such as site size, location, utilities, zoning, surrounding uses, and the like. Adjustments are applied to these characteristics, based on the appraiser's judgment. Downward adjustments are applied when a comparable's characteristic is superior to the subject's, and upward for when inferior. If the characteristic is basically similar, no adjustment is applied. The adjustments are then tallied and result in the adjusted sale price per square foot of a comparable. This then renders the range in adjusted price per square foot, and from the range the appraiser makes a determination as to the best value indication for the subject. This figure is then multiplied by the number of square feet of the subject, resulting in the final value estimate via this approach to value.

The Income Capitalization Approach reflects a subject's income-producing capabilities, and is based on the assumption that value is created by the expectation of benefits to be derived in the future. It reflects the amount an investor would be willing to pay in anticipation of these benefits, which can be a single year's income (direct capitalization, for stabilized properties) or an income

stream over several years plus a reversion at the end of that period (estimated via a Discounted Cash Flow Analysis, when a property is either not stabilized, is proposed, or is expected to have a varying income stream over a period of time, and the like).

For direct capitalization, the potential gross income (PGI) is first estimated, based on market rents or actual subject rents, from which is then deducted vacancy (again based on the market or subject property), resulting in the estimated effective gross income (EGI). Expenses are then deducted (market/subject), resulting in the estimate of net operating income (NOI), which is then capitalized into a value estimate. The estimated NOI is divided by the appropriate capitalization rate, determined by the appraiser through market analysis.

For yield capitalization or the DCF, the estimation process is similar in that each year over the holding period results in an estimated NOI. However, there are more factors involved as the income stream varies due to lease up, capital expenses, tenant improvements, etc. In addition, a selling price or reversion is estimated at the end of the holding period. The cash flows from each year of the holding period, and the estimated reversion, are discounted to a present value estimate via this method.

In the Reconciliation section of the appraisal, the various approaches are then summarized and a final reconciled value estimate derived, again based on the appraiser's judgment and considering the various strengths and weaknesses of the approaches utilized.

Approaches Utilized

In the case of the valuation of the subject property, as noted earlier in the appraisal, with the subject property being a vacant site, the only approach utilized in its valuation was the Sales Comparison Approach, and the value indication from this approach is the final reconciled value of the subject property.

SALES COMPARISON APPROACH

In the Sales Comparison Approach, the appraiser estimates the value of the subject property by comparing it with similar vacant properties which have recently been sold, or are currently available for sale. The subject and comparables are broken down into similar units of comparison, in this case the price per square foot of land area. The fundamental basis for valuation in this approach involves differences between the subject and comparables in their various specific characteristics.

There are two levels of adjustment, the first involving characteristics of the market and the actual transaction, such as property rights conveyed, changed market conditions since the date of sale, financing, and conditions of sale (such as atypical motivated parties to the transactions). The second level of adjustment considers the characteristics of the subject property itself, such as site size, location, frontage, topography, utilities, zoning, and the like. Adjustments are applied to these characteristics, based on the appraiser's judgment. Downward adjustments are applied when a comparable's characteristic is superior to the subject's, and upward for when inferior. If the characteristic is basically similar, no adjustment is applied. The adjustments are then tallied and result in the adjusted unit price of a comparable. This then renders the range in adjusted prices of the comparables, and from the range the appraiser makes a determination as to the best unit price indication for the subject. This figure is then multiplied by the number of square feet of the subject, resulting in the final value estimate via this approach to value.

The comparables selected for use in this approach were the most appropriate and representative sales for comparison purposes to the subject property. Sale dates shown are closing dates. Additional closed sales and current listings were considered by the appraiser and are supportive of those comparables utilized.

VACANT LAND COMPARABLE NO 1.

Property Type:	Vacant Commercial
Location:	520 South Hill Street
City:	Globe
Assessor's Parcel No.:	208-03-100A
Sale Date:	March, 2003
Sale Price:	$70,000
Price Per SF:	$2.11/SF
Instrument:	Warranty Deed (2003-005399)
Grantor:	Rhonda Hertz
Grantee:	Hawkins Companies LLC
Terms of Sale:	Cash to Seller
Site Area (SF):	33,100 SF
Site Area (Acres):	0.76 acres
Zoning:	C-2, Commercial, Globe
Topography:	Slightly rolling; needed site work
Confirmation:	Public Records, Realtor
Comments:	Site located at the southeast corner of Highway 60 and Hill Street; signalized intersection. Needed some site work to build up the site sufficiently to construct the Movie Gallery store on the site, which was subsequently sold in March of 2004.

VACANT LAND COMPARABLE NO.2

Property Type:	Vacant Commercial
Location:	1940 East Ash Street
City:	Globe
Assessor's Parcel No.:	205-21-024, 025, 026
Sale Date:	June, 2004
Sale Price:	$185,000
Price Per SF:	$4.38/SF
Instrument:	Special Warranty Deed (04-010383)
Grantor:	Win Oil Company, Inc.
Grantee:	Globe DG, LLC
Terms of Sale:	Cash to Seller
Site Area (SF):	42,252 SF
Site Area (Acres):	0.97 acres
Zoning:	C-3, Commercial, Globe
Topography:	Generally level
Confirmation:	Public Records, Realtor
Comments:	Generally level site with 150 feet of frontage on Highway 60/77, in east part of Globe. Improved with Dollar General store, which was subsequently sold, in October of 2004.

VACANT LAND COMPARABLE NO. 3

Property Type:	Vacant Commercial
Location:	Elling the Northeast Corner of Highway 60 and Chaparral Drive
City:	Globe
Assessor's Parcel No.:	207-02-012M, 012U
Sale Date:	November, 2006
Sale Price:	$385,000
Price Per SF:	$1.51/SF
Instrument:	Warranty Deed (06-020139)
Grantor:	Floyd Lee Krank Trust
Grantee:	Globe Family Associates
Terms of Sale:	Cash to Seller
Site Area (SF):	255,696 SF
Site Area (Acres):	5.87 acres
Zoning:	C-3, Commercial, Globe
Topography:	Generally level, sits below the level of Highway 60 and Chaparral Drive
Confirmation:	Public Records, Realtor
Comments:	Site with access off Chaparral Drive, generally level but low-lying, was subsequently improved with multi-family apartment complex. Shell/Wendy's facility is located at the corner, which this site ells around.

VACANT LAND COMPARABLE NO. 4

Property Type:	Vacant Commercial
Location:	3585 East Highway 60
City:	Miami
Assessor's Parcel No.:	206-03-053E
Sale Date:	August, 2007
Sale Price:	$165,000
Price Per SF:	$6.00/SF
Instrument:	Special Warranty Deed (07-015988)
Grantor:	O'Leary Family Trust
Grantee:	R.E. Monks Construction, Inc.
Terms of Sale:	Cash to Seller
Site Area (SF):	27,500 SF
Site Area (Acres):	0.63 acres
Zoning:	Commercial, Miami
Topography:	Generally level and at grade
Confirmation:	Public Records, Realtor
Comments:	Site located at corner of Highway 60 and Marion Street (aka Calle De Loma), in Miami, between downtown Miami and the Wal-Mart Center. Site has 275 feet of frontage on Highway 60. Site is backed by railroad tracks. Old improvements of no value have been demolished; buyer built a modular building for use in his construction business, tied to the mining industry.

VACANT LAND COMPARABLE NO. 5

Property Type:	Vacant Commercial
Location:	2117 West Highway 60
City:	Globe
Assessor's Parcel No.:	207-01-015A
Sale Date:	June, 2001
Sale Price:	$190,000
Price Per SF:	$4.79/SF
Instrument:	Warranty Deed (01-010085)
Grantor:	Cohen, Rife & Jutzi, P.C.
Grantee:	Stephen Kleppe et ux
Terms of Sale:	Cash to Seller
Site Area (SF):	39,640 SF
Site Area (Acres):	0.91 acres
Zoning:	C-2, Commercial, Globe
Topography:	Generally level
Confirmation:	Public Records, Realtor
Comments:	Site is a pad site adjacent west of the Fry's Center in Globe, subsequently improved with a Sonic Restaurant.

VACANT LAND COMPARABLE NO. 6

Property Type:	Vacant Commercial
Location:	2100 West Highway 60
City:	Globe
Assessor's Parcel No.:	207-04-153A, 154
Sale Date:	February, 2005
Sale Price:	$240,000
Price Per SF:	$4.55/SF
Instrument:	Warranty Deed (05-005501)
Grantor:	Lawrence L. Healy et ux
Grantee:	Wall Osman Properties, LLC
Terms of Sale:	Cash to Seller
Site Area (SF):	52,710 SF
Site Area (Acres):	1.21 acres
Zoning:	C-2, Commercial, Globe
Topography:	Generally level
Confirmation:	Public Records, Realtor
Comments:	Commercial site, across from Fry's Center, with about 250 feet of frontage on Highway 60. Reportedly was improved with an old commercial structure (restaurant building) of nominal value, which was razed to make way for the construction of a Dollar Tree store, which itself was subsequently sold.

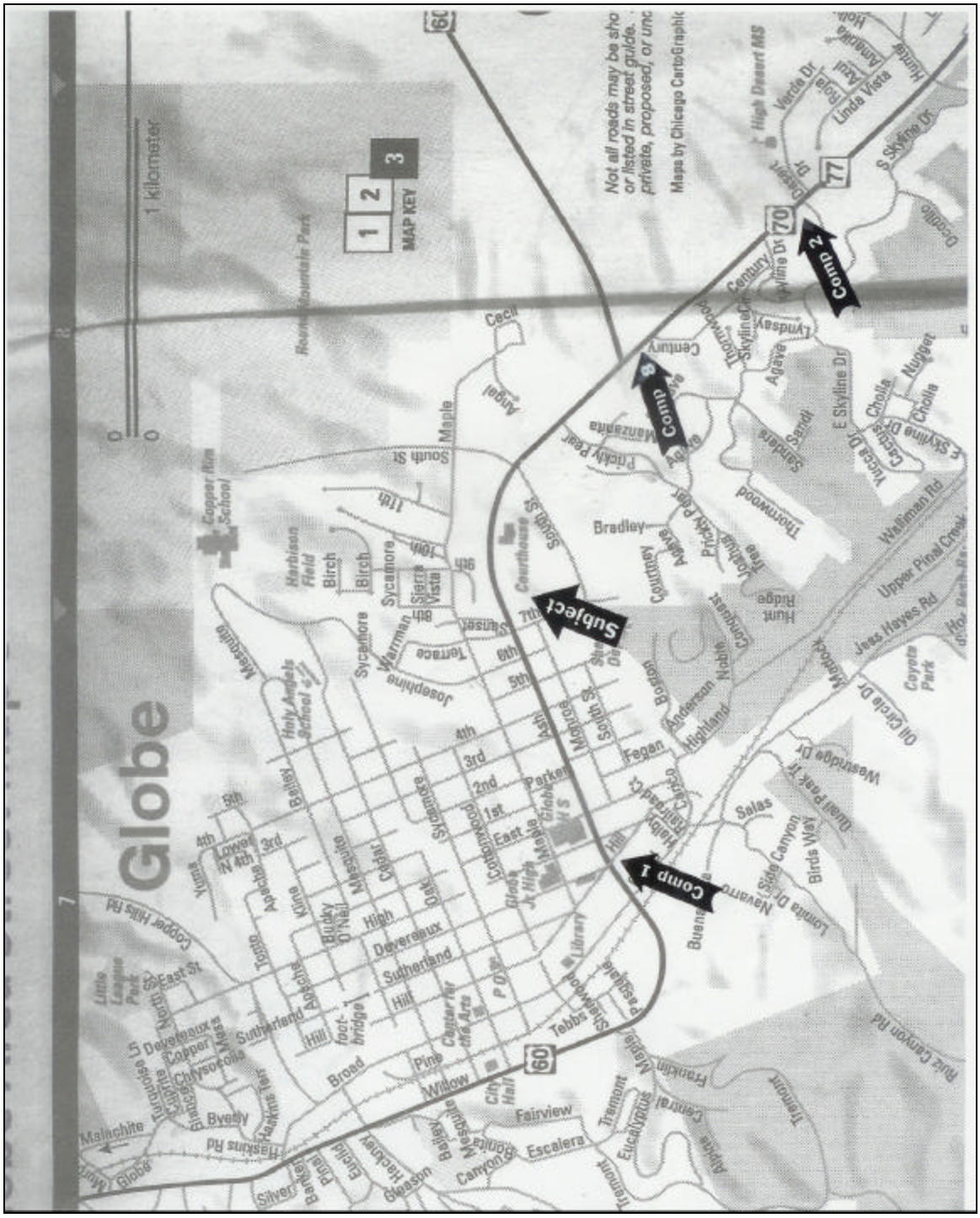
VACANT LAND COMPARABLE NO. 7

Property Type:	Vacant Commercial
Location:	Adj NW of 2117 West Highway 60
City:	Globe
Assessor's Parcel No.:	207-01-015D
Sale Date:	December, 2007
Sale Price:	$265,000
Price Per SF:	$1.73/SF
Instrument:	Special Warranty Deed (07-020433)
Grantor:	The Globe Land Trust
Grantee:	Copper Crest Development, LLC
Terms of Sale:	Cash to Seller
Site Area (SF):	153,331 SF
Site Area (Acres):	3.52 acres
Zoning:	C-2, Commercial, Globe
Topography:	Generally level
Confirmation:	Public Records, Realtor
Comments:	Site is a pad adjacent west of the Fry's Center in Globe, and cate-corner behind and to the northeast of the Sonic restaurant (Sale 5), also behind the Travelodge Motel. Site includes an access easement between the motel and Sonic properties. Though a commercial site, it was bought by developer for future construction as a condominium/retirement center; however, site remains vacant what with the subsequent real estate slowdown. Also, visibility is limited to the site as the site is behind the Travelodge Motel, and utilities are to the motel and Sonic sites (thus nearby), but not to this site per the broker. Site also to require some site work prior to development.

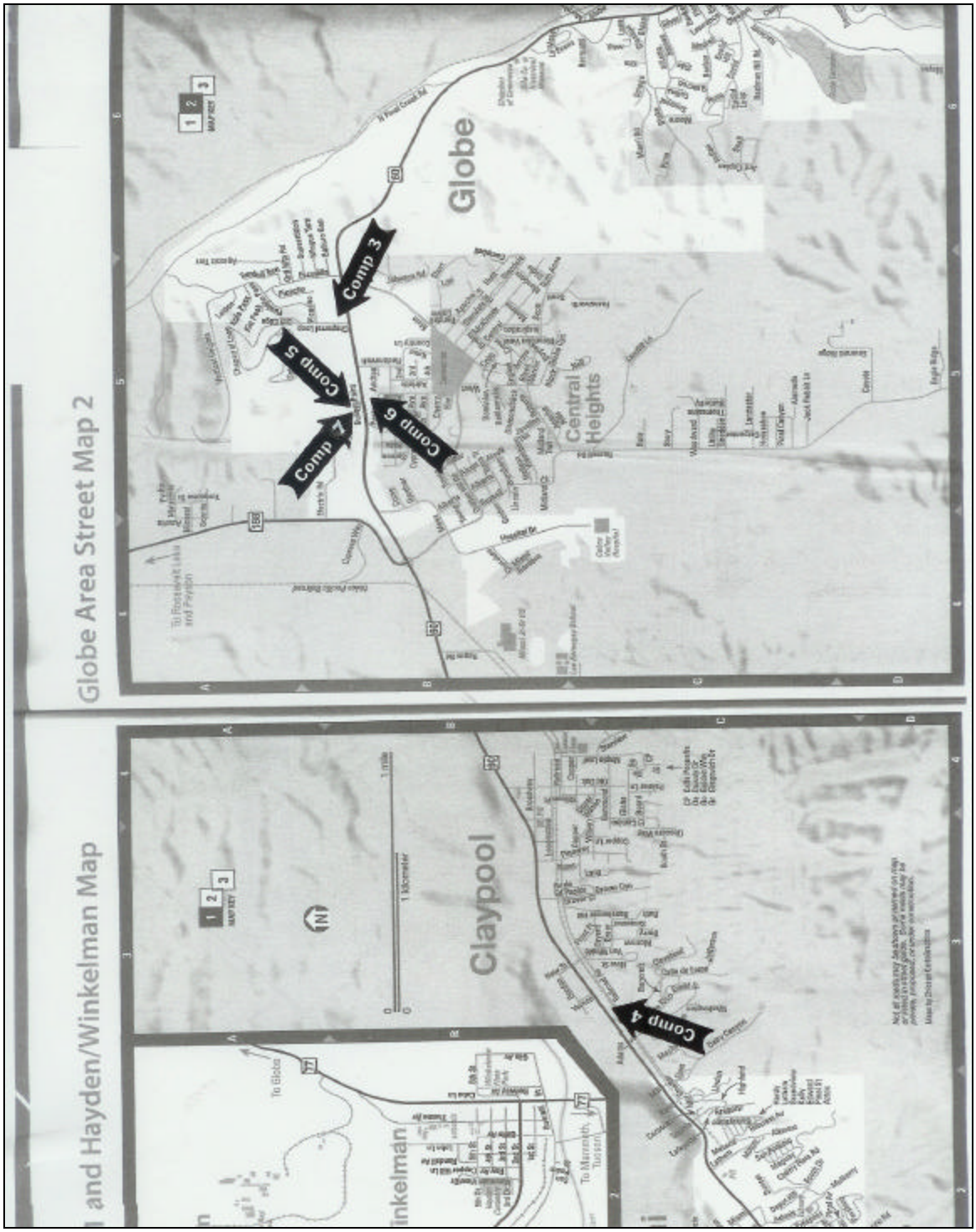
VACANT LAND COMPARABLE NO. 8

Property Type:	Vacant Commercial
Location:	1770 East Ash Street
City:	Globe
Assessor's Parcel No.:	205-17-007
Sale Date:	February, 2010
Sale Price:	$150,000
Price Per SF:	$2.69/SF
Instrument:	Warranty Deed (10-001479)
Grantor:	Nowlin
Grantee:	Picacho Valley Group LLC
Terms of Sale:	Cash to Seller
Site Area (SF):	55,757 SF
Site Area (Acres):	1.28 acres
Zoning:	C-2, Commercial, Globe
Topography:	Generally level
Confirmation:	Public Records, Realtor
Comments:	Sale of a 1.28 acre site in east part of Globe, just east of the intersection of Highways 60 and 70. Site was improved with an older building of limited utility, added onto, and not in use, and per the broker the site was purchased for land value. Site is back on the market for $300,000. Seller was a new widow and was motivated per broker.

MAP OF COMPARABLES



MAP OF COMPARABLES



SUMMARY OF VACANT COMPARABLES

	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6	Comp 7	Comp 8
Address:	1402 E. Ash St.	520 S. Hill St.	1940 E. Ash St.	Ells NEC Hwy 60 & Chaparral	3585 E. Hwy 60	2117 W Hwy 60	2100 W. Hwy 60	Adj NW of 2117 W. Hwy 60	1770 E. Ash St.
City:	Globe	Globe	Globe	Globe	Miami	Globe	Globe	Globe	Globe
Ppty Type:	Vac Comm.	Vac Comm.	Vac Comm.	Vac Comm.	Vac Comm.	Vac Comm.	Vac Comm.	Vac Comm.	Vac Comm.
Sale Price		$ 70,000	$ 185,000	$ 385,000	$ 165,000	$ 190,000	$ 240,000	$ 265,000	$ 150,000
$/SF		$2.11	$4.38	$1.51	$6.00	$4.79	$4.55	$1.73	$2.69
Ppty Rights.:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Sale Terms:	Cash	Cash	Cash	Cash	Cash	Cash	Cash	Cash	Cash
Sale Cond.:	Typical	Typical	Typical	Typical	Typical	Typical	Typical	Typical	Motiv. Seller
Sale Date:		Mar-03	Jun-04	Nov-06	Aug-07	Jun-01	Feb-05	Dec-07	Feb-10
Site Size (SF):	44,313	33,100	42,252	255,696	27,500	39,640	52,710	153,331	55,757
Site Size (Ac.):	1.02	0.76	0.97	5.87	0.63	0.91	1.21	3.52	1.28
Zoning:	C-2	C-2	C-3	C-3	Comm	C-2	C-2	C-2	C-2
Topography:	Gen Level	Site Work Rqd	Gen Level	Gen Level	Level/Bldg Rzd	Gen Level	Level/Bldg Rzd	Level	Level
Utilities:	All Avail	All Avail	All Avail	All Avail	All Avail	All Avail	All Avail	All Avail	All Avail
Use:	Prtl Taking	Build Movie Gallery	Build Dollar Gen.	Build Apts	Build Shop	Build Sonic Rest.	Build Dollar Tree	Hold for Development	Investment

DISCUSSION AND ANALYSIS OF COMPARABLE SALES

The prior noted comparables have been utilized in this valuation of the subject property, representing recent sales of similar properties in the subject's market area. The comparables have been summarized, photographed, and mapped for the reader's reference. The comparables were confirmed with parties to them when possible, and represent the best, most recent, and most appropriate data in the form of comparable sales for use in the analysis. Additional closed sales and current listings were considered by the appraiser, which are supportive of those sales used, and data on them is retained in the appraiser's files.

Adjustments – First Level

The comparables are then adjusted to the subject property. The first level of adjustments is for property rights conveyed, financing terms, conditions of sale, and market conditions. Property rights conveyed were fee simple in all cases, and no adjustments were required for this.

Concerning financing terms, all of the sales were cash to the seller or were for terms undisclosed or considered equivalent to cash, and as such no adjustments for financing were warranted.

The conditions of sale adjustment accounts for atypical conditions or motivations on the part of the parties to the transactions, and in the case of the comparables, based on the appraiser's conversations with the confirming parties and research, no adjustments are required at this level to any of the sales but No. 8, which is adjusted upward as shown for this factor and based on the discussion in that comparable's write-up.

The final level of adjustment in the first set of adjustments is for changed market conditions over the period from when the sales took place to the date of valuation of the subject. Sales used included the commercial land sales in Globe/Miami over the past 8 year period, due to the limited amount of data available. The commercial real estate market, including the commercial land market, reached its peak in about 2007 as it did elsewhere throughout the state of Arizona, with the commercial real estate market generally peaking after the residential market, which reached its high in 2005/2006. Since late 2007 the market has slowed considerably and values have dropped sharply. The market had risen from 2002-2007, though not in as pronounced a fashion as in some of the larger cities in Arizona, and values have declined in some instances back to the levels they were at in 2002-2004. There has been very limited data and even in 2006-2007 though activity was greater in Globe the activity has still been generally small. Value declines also picked up in late 2008/early 2009, and in some cases values have dropped 50% or more depending on the property type and location and other factors. The sales used were the best and most appropriate available, and in conversations with local brokers there are no current escrows to consider. There are some indications that the market may be stabilizing or hitting bottom but it's anybody's guess as to how far this all might go. Due to the preceding, the appraiser has imputed the noted adjustments for changed market conditions to the comparables, where appropriate, as shown on the attached adjustment grid.

Adjustments – Second Level

The second level of adjustments concern the physical and locational features of the comparables as they compare to the subject property.

Concerning location, this adjustment takes into account such locational features as the overall character and desirability of the area, surrounding uses to the subject, amount of buildout in the area, demographics, and general access and visibility characteristics. Based on these differences between the subject and comparables, the indicated adjustments have been made. Comparable No. 4 is adjusted upward to the subject for its location in an inferior commercial area, in Miami. The other comparables are adjusted, when warranted, to the subject for their varying locational characteristics. Comparable Nos. 3, 5, and 6 are from the main commercial area in Globe and adjusted downward, while Nos. 1, 2, and 8 are from similar areas as the subject and not adjusted. Comparable No. 7 is located near Nos. 3, 5, and 6, but suffers from its location behind the Travelodge Motel, and is adjusted upward.

Size adjustments relate to economies of scale, with smaller properties tending to sell for more on a price per unit basis. The comparables as such have been adjusted to the subject when appropriate for this factor, as shown on the adjustment grid.

Adjustments are also considered for zoning, but as all of the comparables are zoned commercial like the subject, even though the commercial zoning designations vary, in the opinion of the appraiser no adjustments are warranted for this factor.

Next, adjustments are considered for utilities (water/sewer/electric/gas), however, in that the subject and all comparables but No. 7 are similar with respect to such, no adjustments are warranted for this factor to those comparables; only No. 7 is adjusted for this factor, as discussed in that comparable's write-up, and as shown.

The next adjustment considered is for topography and site characteristics. As noted, some of the comparables required site work in order to bring the sites to developability, and other comparables included buildings which were of no or nominal value and which were razed or to be razed to make way for development. Such comparables are adjusted upward, when warranted, for this factor.

The comparables are also adjusted for use, or the uses to which the sites were put subsequent to purchase. Comparable No. 3, which was developed with apartments, and No. 7, which was projected for similar development, are adjusted upward to the subject for this factor, while none of the balance of the comparables are adjusted.

Finally, the comparables are adjusted, if appropriate, for other or miscellaneous characteristics not covered in the additional categories, such as amenities, site improvements, and the like.

After adjustments to each of the comparables, their adjusted sale prices are derived, and displayed on the adjustment grid. The adjusted unit value is then reconciled into a final value indication for the subject property via this approach. The reader's attention is directed to the adjustment grid forthcoming.

Final Estimate of Value Via Sales Comparison Approach

As noted, the comparables provided a pre-adjusted price range of from $1.51 to $6.00/SF. After the noted adjustments were made, the adjusted range in prices was from $1.92 to $5.27/SF. The average adjusted price was $3.82/SF. When considering the subject's locational and physical characteristics, as well as the strength of the data and market conditions, the appraiser has estimated the value of the subject entire site, via the Sales Comparison Approach, to be as shown below. In addition to the sales utilized, with most weight given to Sale Nos. 2, 6, and 8, as they

were considered the most similar sales to the subject and were also more recent, the appraiser also considered current listings and broker interviews conducted in the course of the investigation. In light of the preceding, the appraiser has estimated the value of the subject entire or overall site to be as follows:

44,313 SF x $4.50/SF = $199,409; rd. $199,000

(ONE HUNDRED NINETY-NINE THOUSAND DOLLARS)

VACANT COMPARABLE ADJUSTMENT GRID

Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6	Comp 7	Comp 8
Sale Price	$70,000	$185,000	$385,000	$165,000	$190,000	$240,000	$265,000	$150,000
$/SF (UNADJ.)	$2.11	$4.38	$1.51	$6.00	$4.79	$4.55	$1.73	$2.69
Ppty Rights Conv	0%	0%	0%	0%	0%	0%	0%	0%
Adjusted Price	$2.11	$4.38	$1.51	$6.00	$4.79	$4.55	$1.73	$2.69
Terms of Sale	0%	0%	0%	0%	0%	0%	0%	0%
Adjusted Price	$2.11	$4.38	$1.51	$6.00	$4.79	$4.55	$1.73	$2.69
Conditions of Sale	0%	0%	0%	0%	0%	0%	0%	40%
Adjusted Price	$2.11	$4.38	$1.51	$6.00	$4.79	$4.55	$1.73	$3.77
Market Conditions	0%	-10%	-25%	-35%	0%	-15%	-40%	0%
ADJ PRICE - 1ST LEVEL	$2.11	$3.94	$1.13	$3.90	$4.79	$3.87	$1.04	$3.77
Location Adj.	0.0%	0.0%	-5.0%	35.0%	-5.0%	-5.0%	25.0%	0.0%
Size Adj.	0.0%	0.0%	50.0%	-5.0%	0.0%	5.0%	35.0%	0.0%
Zoning Adj.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Utilities Adj	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.0%	0.0%
Topog/Site Char Adj.	50.0%	0.0%	0.0%	5.0%	0.0%	5.0%	5.0%	5.0%
Use Adj.	0.0%	0.0%	25.0%	0.0%	0.0%	0.0%	25.0%	0.0%
Other Adj.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Net Adjustment	50.0%	0.0%	70.0%	35.0%	-5.0%	5.0%	105.0%	5.0%
Gross Adjustment	50.0%	0.0%	80.0%	45.0%	5.0%	15.0%	105.0%	5.0%
ADJ. $/SF	$3.17	$3.94	$1.92	$5.27	$4.55	$4.06	$2.13	$3.95
Avg Adj $/SF	$3.82							

THE ACQUISITION

The proposed acquisition area, as noted earlier in the report, consists of two Strips, Strips A and B, which contain a total of 4,052 SF between them. Whereas, the entire site contains 44,313 SF and is improved with the Jack-in-the-Box restaurant. The proposed acquisition will not impact the Jack-in-the-Box concern, for as noted the County will at their cost be reconfiguring the sewer lines under Strip A, and as such only the Taking's site area of 4,052 SF needs to be addressed herewith.

Value of the Acquisition, as Part of the Whole

As previously discussed, it has been concluded that the value of the Whole, Before the Acquisition, is estimated at $4.50/SF of site area. Recognizing that the area (Strips A and B) to be acquired has no unique or special characteristics, said area is considered to have the same unit value as the balance of the property. Therefore, the Acquisition area is also concluded to have a unit value of $4.50/SF of site area. The value of the Acquisition is thus calculated as follows:

4,052 SF x $4.50/SF = $18,234; rd. $18,000

Value of the Remainder, as Part of the Whole

Value Before Acquisition:	$199,000
Value of the Part Taken, as Part of the Whole:	$ 18,000
Value of the Remainder, as Part of the Whole:	$181,000

Effects of the Acquisition

The acquisition of this 4,052 SF will reduce the total land area of the subject site by that amount. The two strips are located at rear portions of the site. Equivalent to 9% of the original parcel size, this reduction in overall land area is not considered significant, nor will it materially alter the shape, access, or utility of the remainder. Moreover, the County will at their own costs be reconfiguring the Jack-in-the-Box site's sewer set-up, so there are no damages to consider.

Because the subject site will not be significantly altered nor will it materially suffer, after considering all aspects of the acquisition, the overall affects are relatively minor and are not believed to have any negative impact on the remainder.

Highest and Best Use, Remaining Property

In the After situation, the subject site will only be changed in size, and slightly at that. Its overall shape, access, visibility, and general utility will remain essentially the same. Therefore, after analyzing the effects of the acquisition upon the remaining site, it is my opinion that the subject site will retain its same highest and best use as in its Before state.

Site Valuation, Remaining Land After the Acquisition

Other than a change in size, there is no difference in the subject site in the Before and After states. Therefore, as a result of the preceding analysis and investigation, it is my opinion that a comparison of the subject Remaining Land to those sales utilized in the Before valuation would result in a similar indication of value. Thus, there is no need for a meaningless repetition by sale

comparison with the subject Remainder property. It is therefore my conclusion that the larger parcel's remaining site area would have the same value, on a per square foot basis, as found in the Before condition.

In the After condition, the subject site will contain a total land area of 40,261 SF. As such, the value of the larger parcel's Remaining Land area may be calculated as follows:

40,261 SF x $4.50/SF = $181,175; rd. $181,000

Moreover, there will be no damages suffered by the subject site's owner, the Jack-in-the-Box concern.

Severance Damages (Cost to Cure)

Severance damages are defined as the loss in value to the Remaining property caused by the Acquisition or construction of the proposed public improvements, in this case, the better configured Monroe Avenue which is accessing the Gila County site. These damages are generally measured by subtracting the value of the Remainder property, after the Acquisition, from the value of the same property, Before the Acquisition. In the case of the subject property, however, no loss in value is found. Therefore, there is no finding of severance damages in this appraisal report.

Special Benefits

Special Benefits are defined as those which accrue to the subject and are not shared with other sites in the same general area. Recognizing that this Acquisition is for a better configured Monroe Avenue as it accesses the County facilities, which all properties in the area should benefit from, any such benefit and value change to the subject property itself as a result of this is not believed to be measurable in this assignment.

RECONCILIATION AND FINAL VALUE ESTIMATE

In the Reconciliation section of the appraisal, the value indications from the approaches utilized are summarized, and from them the final reconciled value estimate for the subject property is then derived. In the case of the subject, which is a vacant site, only the Sales Comparison Approach was utilized, as discussed earlier in the report. The Income Capitalization and Cost Approaches were dismissed for the reasons discussed.

This appraisal assignment involved a partial taking on the part of the client, as noted. In this report, after analyzing the effects of the proposed partial taking, the appraiser has estimated the value of the subject site, both Before and After the Acquisition, via the Sales Comparison Approach to Value. The appraiser further estimated the value of the Acquisition, including all relative components. Finally, the appraiser also considered the possibility of severance damages and special benefits, but found that these were either not present or measurable.

Based on the preceding investigation and analysis and considering all the various factors involved, plus recognizing the economics and market acceptance prevalent as of the effective date of the appraisal, the appraiser estimates the following:

Component	Value
Value, Before:	$199,000
Value, After:	$181,000
Value of the Part Taken:	$ 18,000
Severance Damages/Cost to Cure:	None
Special Benefits:	None
Total Estimated Compensation:	$ 18,000

TOTAL ESTIMATED COMPENSATION DUE TO THE OWNER OF THE SUBJECT

($18,000)

EIGHTEEN TOUSAND DOLLARS

SPECIAL NOTE:

The scenario for the partial taking of the subject has been discussed, consisting of the two separate Strips. However, according to the client, an alternative scenario or taking situation exists. The alternative scenario, herewith referred to as Scenario 2 (with Scenario 1 being as discussed), is whereby the County would still take Strip A, but instead of also taking Strip B outright, it would take Strip B but would give (trade) to Jack-in-the-Box a third Strip, herein referred to as Strip C. That is, the County would get Strip B from Jack-in-the-Box and Jack-in-the-Box would get Strip C from the County. Strips B and C are identical in size. As shown on the prior Survey, Strip C is a triangular shaped property located at the northwest corner of Parcel 205-14-035F. This strip is referred to on the Survey as "Proposed Land Exchange – Gila County to Jack-in-the-Box." This strip fronts Ash Street and is currently part of the Gila County property and is landscaped and has no other use. In that Strips B and C are identical in size and similar in other ways, and neither currently being in use by Jack-in-the-Box, it is the opinion of the

appraiser that for valuation purposes the two strips are in essence considered "equals" and the would-be trade in essence a "wash."

Therefore, should this alternative taking be agreed to by the two parties, the total compensation due Jack-in-the-Box would be less as it would be reflective of Strip A's square footage only, rather than the combined square footage of Strips A and B. The preceding is summarized on the following table:

Scenario	Scenario 1	Scenario 2
Description:	Strip A & B to Gila Co	Strip A & B to Gila, Strip C to J-B
Site Before:	44,313 SF	44,313 SF
Value of Site Before:	$199,000	$199,000
Taking:	4,052 SF	2,945 SF
Value of Taking:	$ 18,000	$ 13,000
Site After:	40,261 SF	41,368 SF
Value of Site After:	$181,000	$186,000
Summary:		
Compensation Due:	$ 18,000	$ 13,000

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute and the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice by the Appraisal Foundation.

This appraiser is not responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; whether physical, financial, and/or legal. In the case of limited partnerships, or syndication offerings, or stock offerings in real estate, the client agrees that in case of a lawsuit (brought by lender, partner or part owner in any form of ownership, tenant, or any other party), any and all awards or settlements of any type in such suit, regardless of the outcome, the client and all parties will completely hold harmless the appraiser.

The liability of the appraiser and the firm with which he is connected is limited to the client in this assignment only and to the fee collected for the assignment.

The validity of legal, engineering, or auditing opinions is assumed to be good, and no responsibility is assumed therefore.

Unless otherwise stated, the appraiser assumes and believes that information furnished by others is reliable, but assumes no responsibility for its accuracy.

Should this valuation opinion be ascribed in regard to proposed public or private improvements, then in that event, this appraisal is subject to the completion thereof in the manner proposed.

The appraiser reserves the right to alter statements, analyses, conclusions, or any value estimate in the appraisal if there becomes known to me facts pertinent to the appraisal process which were unknown when the report was finished. Appraisal report and value estimate are subject to change if physical or legal entity or financing is different than that envisioned in this report.

The title to the property being appraised is assumed to be marketable and competent management and/or ownership is assumed. Consideration has been given to the existing or potential financing associated with the subject and the impact of such financing on value.

All mechanical components are assumed to be in operable condition and status standard for properties of the subject age and type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.

The appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil, or hidden structural, mechanical, or other components, and the appraiser shall not be responsible for defects in the property related thereto. Appraiser assumes that there are no conditions that are not apparent, relating to the real estate, sub-soil conditions, or structures located on the real estate which would affect the analyses, opinions, or conclusions with respect to the real estate.

If the appraiser has not been supplied with a termite inspection, survey, or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or

for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The appraiser has noted in the appraisal report any adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

The Americans with Disabilities Act of 1990 (ADA) became effective in 1992. Appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect on the value of the property. Since the appraiser has no direct evidence relating to this issue, appraiser did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

Maps, drawings, or sketches have been made a part of the report to aid the reader in visualizing the property, neighborhood, and region. The appraiser has made no survey of the property and assumes no responsibility in connection with such matters.

The distribution of the total valuation between land and any improvements applies only under the program of utilization and any additional conditions stated in this report, and are invalidated under other programs of utilization, or conditions, if used in making a summation appraisal.

The appraiser is not required, because of this appraisal report, to appear or to testify at a public hearing, committee, or corporate meeting, deposition, or legal proceeding of any kind unless satisfactory arrangements have been made in advance for said appearance.

The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and, if it has been possible to make such determination from said sources, has noted in the appraisal report whether the subject site is located in an identified Flood Hazard Area. Because the appraiser is not a surveyor, the appraiser makes no guarantee, express or implied, regarding this determination. It is up to the client to make or confirm their own determination regarding the subject's flood zone status and to take responsibility therefore.

The appraiser must provide his written consent before the lender/client specified in the appraisal can distribute the appraisal report (including conclusions about the property value, the appraiser's identity or firm with which he is connected or any professional designations he may or may not have, and any references to any appraisal organizations with which he may or may not be associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institutional or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of

the report only to data collection or reporting services without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

Moreover, this report or any portion thereof is for the exclusive use of the client for the stated purpose and function and is not intended to be used, given, sold, transferred, or relied on by any person other than the client without the prior, express written permission of the author. Use of or reliance upon this report by third parties is specifically prohibited. The appraiser assumes no responsibility for potential claims arising from unauthorized use of this report, or any portion thereof. The client will forever indemnify and hold the appraiser harmless from any claims by third parties related in any way to the appraisal or study which is the subject thereof.

The appraisal report, including all addendums, is meant to be used only in its entirety; no part may be used without the full or entire report.

Unless otherwise stated, the present purchasing power of the dollar is the basis for the values ascribed.

The client authorizes disclosure of all or any portion of this appraisal report and the related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the bylaws and regulations of said Institute hereafter in effect.

Acceptance of, and/or use of, this appraisal report by the client constitutes acceptance of the above general underlying assumptions and limiting conditions, as well as any additional hypothetical or extraordinary assumptions included herewith.

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

- I have no bias with respect to the property that is the subject of this report or to the parties involved with the assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice.*

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- I have made a personal inspection of the property that is the subject of this report.

- No one provided significant real property appraisal assistance to the person signing this certification.

_____

Kurt Peer
Certified General Real Estate Appraiser

Date:
June 28, 2010

STATE OF ARIZONA

BOARD OF APPRAISAL

BE IT KNOWN THAT

KURT PEER

HAS MET ALL THE REQUIREMENTS AS A

Certified General Real Estate Appraiser

In accordance with Arizona Revised Statutes and on authority of the Board of Appraisal, State of Arizona.

This certificate shall remain evidence thereof unless or until the same is suspended, revoked or expires in accordance with the provisions of law.

CERTIFICATE NUMBER
30329
EXPIRATION DATE
AUGUST 31, 2010

In witness whereof the Arizona Board of Appraisal caused to be signed by the Chair of the Board and the Executive Director

Chair, Board of Appraisal — Date 6/17/08

Executive Director of the Board of Appraisal — Date 6/17/08

SHALL REMAIN PROPERTY OF ARIZONA BOARD OF APPRAISAL

205-14-035E
JACK-IN-THE-BOX
TO
GILA CO.

STRIP A

LEGAL DESCRIPTION

STRIP A
Page 1 of 2
December 7, 2007

Gila County Public Works
Job No. GC-2007-25

A parcel of land described in Fee No. 2001-15019, pages 8 and 9 as PARCEL NO. 3, being situate in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 1 North, Range 15-1/2 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

Commencing for a tie at the Southwest corner of said Section 27, said point being an Arizona Department of Transportation brass cap from which the chiseled cross in concrete marking the Southwest corner of Sierra Vista Drive Subdivision, as shown on Gila County Record of Survey No. 3392, bears N. 00° 05' 00" E., a distance of 1321.86 feet;

THENCE N. 00° 05' 00" E. (of record N. 00° 08' 30" E.) a distance of 562.57 feet (of record 562.47 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Southwest corner of previously mentioned PARCEL NO. 3 and the POINT OF BEGINNING;

THENCE N. 00° 05' 00" E. (of record N. 00° 08' 30" E.) a distance of 83.28 feet (of record 82.17 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., John M. Beene, RLS 7593 marking the Northwest corner of PARCEL NO. 3;

THENCE N. 70° 00' 48" E. (of record N. 69° 58' 30" E.) a distance of 36.99 feet (of record 37.42 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Northeast corner of PARCEL NO. 3;

A-1

THENCE S. 00° 26' 08" W. (of record S. 00° 44' 44" W.) a distance of 88.53 feet (of record 87.63 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Southeast corner of PARCEL NO. 3 and the beginning of a curve concave to the Southeast;

THENCE 35.02 feet (of record 35.02 feet) along the arc of said curve to the left, having a radius of 277.16 feet (of record 277.16 feet), a central angle of 07° 14' 23" (of record 07° 14' 25"), and whose chord bears S. 77° 48' 05" W. (of record S. 77° 51' 20" W., a distance of 35.00 feet (of record 35.00 feet) to the POINT OF BEGINNING, having an area of 2945.31 square feet, or 0.068 acres, more or less.

A-2

PORTION OF
205-14-035C
JACK-IN-THE-BOX
TO
GILA CO.

STRIP B

LEGAL DESCRIPTION

STRIP B

Gila County Public Works
Job No. GC-2007-25

Page 1 of 2
December 11, 2007

A parcel of land being a portion of that property described in Fee No. 94-642405, Page 5 as PARCEL NO. 4, being situate in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 1 North, Range 15-1/2 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

Commencing for a tie at the Southwest corner of said Section 27, said point being an Arizona Department of Transportation brass cap from which the chiseled cross in concrete marking the Southwest corner of Sierra Vista Drive Subdivision, as shown on Gila County Record of Survey No. 3392, bears N. 00° 05' 00" E., a distance of 1321.86 feet;

THENCE N. 00° 05' 00" E. (of record N. 00° 08' 30" E.) a distance of 792.65 feet (of record 791.52 feet) to the Southerly Right of Way line of Arizona State Highway 60;

THENCE N. 67° 39' 18" E. and along said Southerly Right of Way line, distance of 157.45 feet to the beginning of a tangent curve concave to the Southeast;

THENCE 79.14 feet along the arc of said curve to the right, having a radius of 1095.92 feet, a central angle of 04°08'14" and whose chord bears N. 69° 43' 25" E., 79.12 feet to a 1/2" rebar with 2-1/2" aluminum cap stamped Gila County Eng. Dept., John M. Beene, RLS 7593, as shown on Gila County Record of Survey No. 3392, marking the Northeast corner of said PARCEL NO. 4;

B-1

THENCE S. 14° 37' 08" E. (of record S. 14° 39' 25" E.) a distance of 145.39 feet (of record 145.51 feet) to the Southeast corner of said PARCEL NO. 4 and the POINT OF BEGINNING;

THENCE S. 70° 00' 48" W. (of record S. 69° 58' 30" W.) a distance of 50.22 feet (of record 50.22 feet) to the Southwest corner of said PARCEL NO. 4;

THENCE N. 30° 57' 58" E., a distance of 70.00 feet to the Easterly line of said PARCEL NO. 4;

THENCE S. 14° 37' 08" E., a distance of 44.29 feet to Southeast corner of said PARCEL NO. 4 and the POINT OF BEGINNING, having an area of 1107.27 square feet, or 0.025 acres, more or less.

B-2

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management

1400 East Ash Street
Globe, Arizona 85501
Phone (928) 425-3231 Ext. 8522
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

October 1, 2010

Lina Santiago
Sr. Lease Administrator
Jack in the Box, Inc.
9330 Balboa Avenue
San Diego, CA 92123

Re: Letter of Intent to Purchase Real Estate

Dear Ms. Santiago:

It is the intention of the parties that Jack in the Box, Inc. ("Seller") transfer to Gila County ("Buyer") all of the Seller's right, title and interest in and to the following property (the "Property"): Jack in the Box Store #1160 at 1402 E. Ash St., Globe, AZ 85501, particularly tax parcel # 205-14-035E and a portion of tax parcel # 205-14-035C

Terms & Conditions

Property Address:	1402 E. Ash Street, Globe, AZ 85501
Purchase Price	$18,000.00 (Eighteen Thousand Dollars and no/100)
Deposit Amount:	
Down Payment (including deposit):	
Amount and Type of Loan:	CASH
Escrow Closing Date:	To be determined
Seller's Agent:	
Agent's Address & Phone No:	
Acting For *(choose one)*:	✓ Seller exclusively, or ___ both Seller & Buyer
Additional Terms or Conditions:	Subject to a satisfactory appraisal of subject property for at least the amount of purchase, paid by buyer, and approval of purchase by the Gila County Board of Supervisors.

This document is a Letter of Intent only. The purpose of this Letter of Intent is to constitute an expression of interest by the parties in negotiating the transaction. Both parties understand and acknowledge that this Letter of Intent is not intended to be, and shall not constitute in any way, a binding or legal agreement, or impose any legal obligation or duty on either Buyer or Seller. The parties understand that in order to create a binding contract, they must execute a separate written purchase and sale contract. Pioneer Title Agency in Globe handles our real estate purchases and sales but if you have a preference please let us know.

The parties should not rely on this Letter of Intent or the terms set forth herein for any purpose, including, but not limited to, incurring expenses in connection with the acquisition or sale of the Property, giving up other acquisition or sale opportunities, or taking any other action which may be detrimental to their respective interests.

The parties agree to use good faith and their best efforts to conclude a binding final purchase and sale contract on or before December 21, 2010. In the event that a final agreement is not signed on or before such date for any reason, the parties shall each have the right to terminate the negotiations without liability.

If you are in agreement with the foregoing, please sign the acceptance below and return one original signed copy of this letter by October 22, 2010.

Yours truly,

Steve Stratton
Director
Gila County Public Works

Cc: Don E. McDaniel Jr., Gila County Manager

BUYER:

Signature

Steve Stratton, Gila County
Print Name

10-4-10
Date

1400 E Ash St, Globe, AZ 85501
Address

928/402-8899 928/402-4255
Phone Fax

Address Line #2

SELLER'S RESPONSE

Jack in the Box, Inc. hereby accepts the foregoing Letter of Intent [except as noted below].

SELLER:

Signature

BETTE LACKOUR
Print Name

10/18/2010
Date

9330 BALBOA AVE.
Address

Phone Fax

San Diego, CA 92123
Address Line #2

Seller's Real Estate Broker

858-571-2077
Phone Fax

RECORD OF SURVEY / LOT LINE ADJUSTMENT

SHOWING

THE GILA COUNTY COURTHOUSE PROPERTY IN GLOBE

SITUATE IN

SW 1/4 SW 1/4 SECTION 27, TOWNSHIP 1 NORTH, RANGE 15 1/2 EAST,
GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA

STATE OF ARIZONA, COUNTY OF GILA, SS:
I DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED AND RECORDED AT THE REQUEST OF: _____

DATE: _____ TIME: _____

SURVEY MAP NO. _____, OFFICIAL RECORDS OF GILA COUNTY, ARIZONA. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

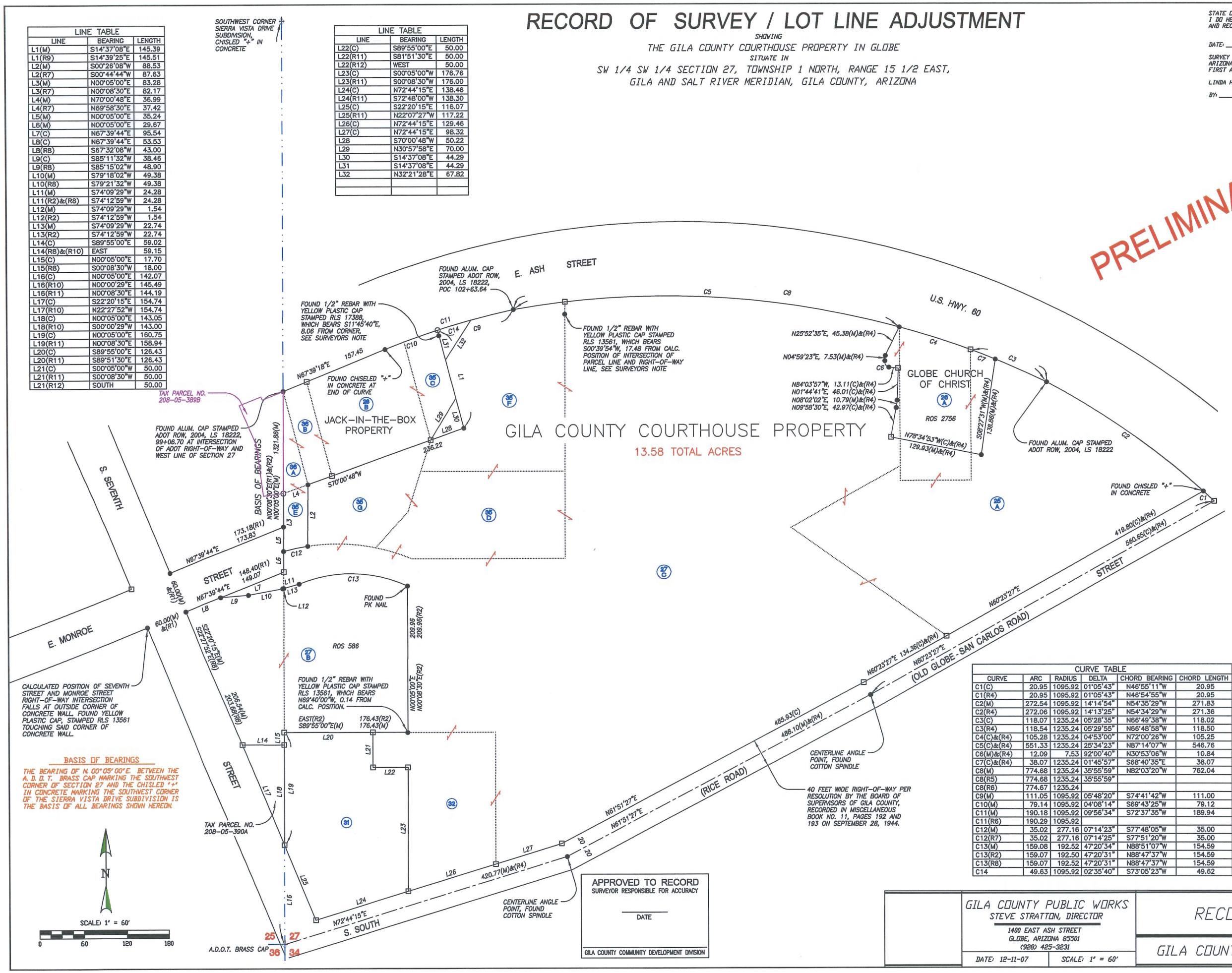
LINDA HAUGHT ORTEGA, COUNTY RECORDER

BY: _____

PRELIMINARY

LINE TABLE		
LINE	BEARING	LENGTH
L1(M)	S14°37'08"E	145.39
L1(R9)	S14°39'25"E	145.51
L2(M)	S00°26'08"W	88.53
L2(R7)	S00°44'44"W	87.63
L3(M)	N00°05'00"E	83.28
L3(R7)	N00°08'30"E	82.17
L4(M)	N70°00'48"E	36.99
L4(R7)	N69°58'30"E	37.42
L5(M)	N00°05'00"E	35.24
L6(M)	N00°05'00"E	29.87
L7(C)	N67°39'44"E	95.54
L8(C)	N67°39'44"E	53.53
L8(R8)	S67°32'08"W	43.00
L9(C)	S85°11'32"W	38.46
L9(R8)	S85°15'02"W	48.90
L10(M)	S79°18'02"W	49.38
L10(R8)	S79°21'32"W	49.38
L11(M)	S74°09'29"W	24.28
L11(R2)&(R8)	S74°12'59"W	24.28
L12(M)	S74°09'29"W	1.54
L12(R2)	S74°12'59"W	1.54
L13(M)	S74°09'29"W	22.74
L13(R2)	S74°12'59"W	22.74
L14(C)	S89°55'00"E	59.02
L14(R8)&(R10)	EAST	59.15
L15(C)	N00°05'00"E	17.70
L15(R8)	S00°08'30"W	18.00
L16(C)	N00°05'00"E	142.07
L16(R10)	N00°00'29"E	145.49
L16(R11)	N00°08'30"E	144.19
L17(C)	S22°20'15"E	154.74
L17(R10)	N22°27'52"W	154.74
L18(C)	N00°05'00"E	143.05
L18(R10)	S00°00'29"W	143.00
L19(C)	N00°05'00"E	160.75
L19(R11)	N00°08'30"E	158.94
L20(C)	S89°55'00"E	126.43
L20(R11)	S89°51'30"E	126.43
L21(C)	S00°05'00"W	50.00
L21(R11)	S00°08'30"W	50.00
L21(R12)	SOUTH	50.00

LINE TABLE		
LINE	BEARING	LENGTH
L22(C)	S89°55'00"E	50.00
L22(R11)	S81°51'30"E	50.00
L22(R12)	WEST	50.00
L23(C)	S00°05'00"W	176.76
L23(R11)	S00°08'30"W	176.00
L24(C)	N72°44'15"E	138.46
L24(R11)	S72°48'00"W	138.30
L25(C)	S22°20'15"E	116.07
L25(R11)	N22°07'27"W	117.22
L26(C)	N72°44'15"E	129.46
L27(C)	N72°44'15"E	98.32
L28	S70°00'48"W	50.22
L29	N30°57'58"E	70.00
L30	S14°37'08"E	44.29
L31	S14°37'08"E	44.29
L32	N32°21'28"E	67.82



CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1(C)	20.95	1095.92	01°05'43"	N46°55'11"W	20.95
C1(R4)	20.95	1095.92	01°05'43"	N46°54'55"W	20.95
C2(M)	272.54	1095.92	14°14'54"	N54°35'29"W	271.83
C2(R4)	272.06	1095.92	14°13'25"	N54°34'29"W	271.36
C3(C)	118.07	1235.24	05°28'35"	N66°49'38"W	118.02
C3(R4)	118.54	1235.24	05°29'55"	N66°48'58"W	118.50
C4(C)&(R4)	105.28	1235.24	04°53'00"	N72°00'26"W	105.25
C5(C)&(R4)	551.33	1235.24	25°34'23"	N87°14'07"W	546.78
C6(M)&(R4)	12.09	7.53	92°00'40"	N30°53'06"W	10.84
C7(C)&(R4)	38.07	1235.24	01°45'57"	S68°40'35"E	38.07
C8(M)	774.68	1235.24	35°55'59"	N82°03'20"W	762.04
C8(R5)	774.68	1235.24	35°55'59"		
C8(R6)	774.67	1235.24			
C9(M)	111.05	1095.92	05°48'20"	S74°41'42"W	111.00
C10(M)	79.14	1095.92	04°08'14"	S69°43'25"W	79.12
C11(M)	190.18	1095.92	09°56'34"	S72°37'35"W	189.94
C11(R6)	190.29	1095.92			
C12(M)	35.02	277.16	07°14'23"	S77°48'05"W	35.00
C12(R7)	35.02	277.16	07°14'25"	S77°51'20"W	35.00
C13(M)	159.08	192.52	47°20'34"	N88°51'07"W	154.59
C13(R2)	159.07	192.50	47°20'31"	N88°47'37"W	154.59
C13(R8)	159.07	192.52	47°20'31"	N88°47'37"W	154.59
C14	49.63	1095.92	02°35'40"	S73°05'23"W	49.62

LEGEND

- ✢ = SECTION OR FRACTIONAL SECTION CORNER FOUND AND TIED.
- ● = FOUND 1/2" REBAR WITH ALUM. CAP STAMPED LS 14169 UNLESS OTHERWISE NOTED.
- ○ = FOUND 1/2" REBAR WITH ALUM. CAP STAMPED LS 7593
- ▲ = PROPERTY CORNER SET WITH 1/2" REBAR AND ALUM. CAP STAMPED LS 39196
- □ = CALCULATED POINT, NOTHING FOUND OR SET
- A.D.O.T. = ARIZONA DEPARTMENT OF TRANSPORTATION
- ROS 586 = RECORD OF SURVEY MAP RECORDED IN THE GILA COUNTY RECORDERS OFFICE.
- L12 = LINE DIMENSION REFERENCE, SEE LINE TABLE
- C1 = CURVE DIMENSION REFERENCE, SEE CURVE TABLE
- 208 A = TAX PARCEL NUMBER - TAX BOOK 205, PG 14
- (R1) = RECORDED DATA PER MAP OF BARRETT-KEEGAN ADDITION TO EAST GLOBE, GILA COUNTY PLAT MAP 25
- (R2) = RECORDED DATA PER ROS 586
- (R3) = RECORDED DATA PER ROS 2657
- (R4) = RECORDED DATA PER ROS 2756
- (R5) = A. D. O. T. RESULTS OF SURVEY, GLOBE - LORDSBURG (US 60), DRAWING NO. D-T-424, DATED MARCH 2003 - DECEMBER 2004
- (R6) = QUIT CLAIM DEED, FEE NO. 1999-7178 GILA COUNTY RECORDS
- (R7) = SPECIAL WARRANTY DEED, FEE NO. 2001-15019 GILA COUNTY RECORDS
- (R8) = DOCKET 876, PAGES 767 - 768 GILA COUNTY RECORDS
- (R9) = DEED FOR ESTATE FOR YEARS, FEE NO. 94-642405, GILA COUNTY RECORDS
- (R10) = DOCKET 788, PAGE 462 GILA COUNTY RECORDS
- (R11) = WARRANTY DEED, FEE NO. 2004-008733 GILA COUNTY RECORDS
- (R12) = WARRANTY DEED, FEE NO. 2004-008065 GILA COUNTY RECORDS
- (M) = MEASURED COURSES.
- (C) = CALCULATED COURSES FROM RECORD DATA OR FOUND MONUMENTS DURING THE COURSE OF THIS SURVEY.

NOTE: ALL COURSES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.

SURVEYOR REFERENCE TABLE

LS 13561 = HUGH HARRY HAENNELT
LS 14169 = EVART D. BUNGER
LS 17388 = CLAUDIA RAE MOREA
LS 18222 = DAVID SHANE

APPROVED TO RECORD
SURVEYOR RESPONSIBLE FOR ACCURACY

DATE

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION

GILA COUNTY PUBLIC WORKS
STEVE STRATTON, DIRECTOR
1400 EAST ASH STREET
GLOBE, ARIZONA 85501
(928) 425-3231

DATE: 12-11-07 SCALE: 1" = 60'

RECORD OF SURVEY

GILA COUNTY COURTHOUSE

SHEET 1 OF 1

JOB No. GC2007-25A

3392

RECORD OF SURVEY

SHOWING

THE GILA COUNTY COURTHOUSE PROPERTY IN GLOBE

SITUATE IN

SW 1/4 SW 1/4 SECTION 27, TOWNSHIP 1 NORTH, RANGE 15 1/2 EAST,
GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA

STATE OF ARIZONA, COUNTY OF GILA, ss:
I DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED AND RECORDED AT THE REQUEST OF: Public Works

DATE: 7/27/07 TIME: 8:28 AM

SURVEY MAP NO. 3392, OFFICIAL RECORDS OF GILA COUNTY, ARIZONA. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

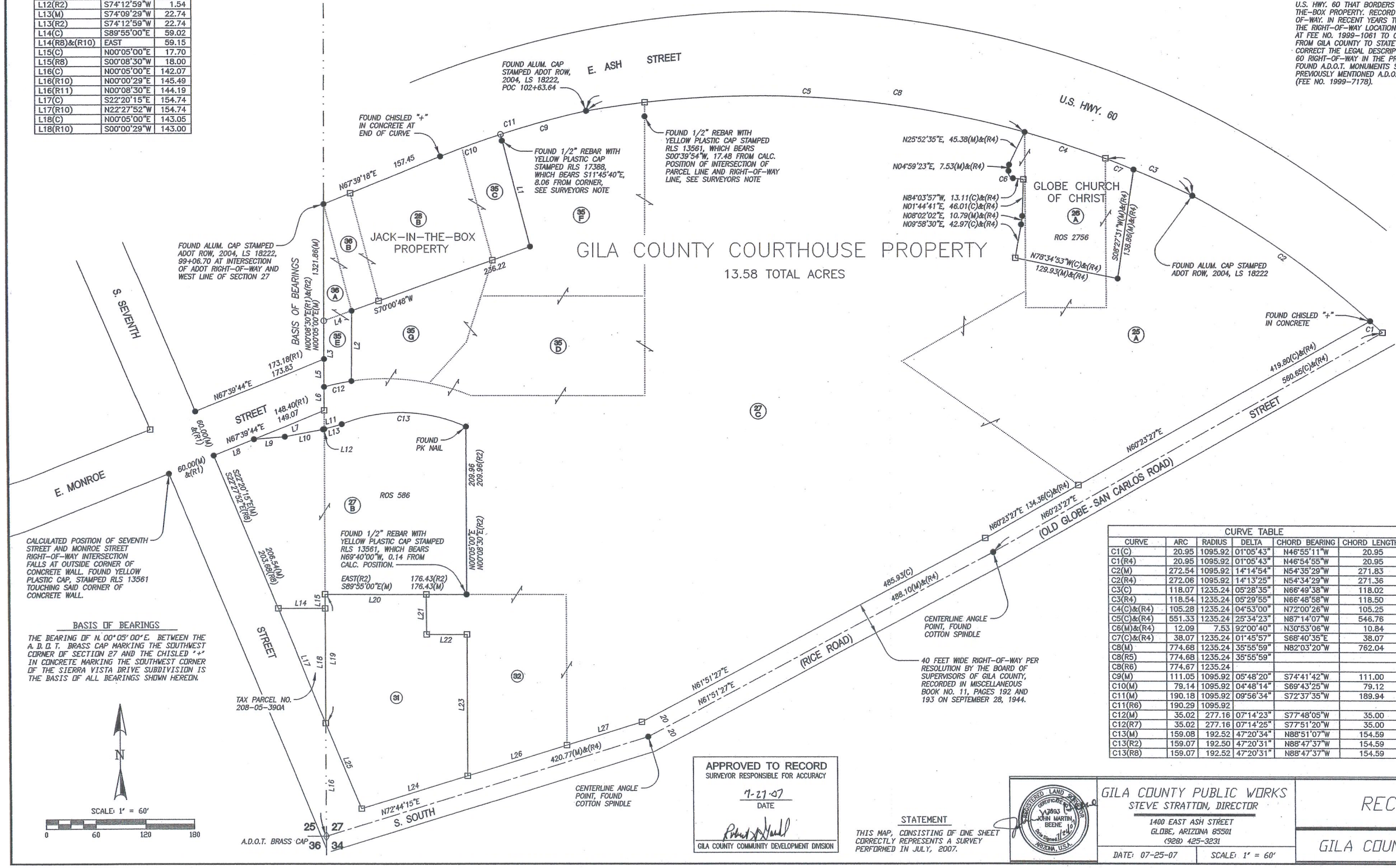
LINDA HAUGHT ORTEGA, COUNTY RECORDER

BY: Jan Sulf Deputy

2007 0172645

LINE TABLE		
LINE	BEARING	LENGTH
L1(M)	S14°37'08"E	145.39
L1(R9)	S14°39'25"E	145.51
L2(M)	S00°26'08"W	88.53
L2(R7)	S00°44'44"W	87.63
L3(M)	N00°05'00"E	83.28
L3(R7)	N00°08'30"E	82.17
L4(M)	N70°00'48"E	36.99
L4(R7)	N69°58'30"E	37.42
L5(M)	N00°05'00"E	35.24
L6(M)	N00°05'00"E	29.67
L7(C)	N67°39'44"E	95.54
L8(C)	N67°39'44"E	53.53
L8(R8)	S67°32'08"W	43.00
L9(C)	S85°11'32"W	38.46
L9(R8)	S85°15'02"W	48.90
L10(M)	S79°18'02"W	49.38
L10(R8)	S79°21'32"W	49.38
L11(M)	S74°09'29"W	24.28
L11(R2)&(R8)	S74°12'59"W	24.28
L12(M)	S74°09'29"W	1.54
L12(R2)	S74°12'59"W	1.54
L13(M)	S74°09'29"W	22.74
L13(R2)	S74°12'59"W	22.74
L14(C)	S89°55'00"E	59.02
L14(R8)&(R10)	EAST	59.15
L15(C)	N00°05'00"E	17.70
L15(R8)	S00°08'30"W	18.00
L16(C)	N00°05'00"E	142.07
L16(R10)	N00°00'29"E	145.49
L16(R11)	N00°08'30"E	144.19
L17(C)	S22°20'15"E	154.74
L17(R10)	N22°27'52"W	154.74
L18(C)	N00°05'00"E	143.05
L18(R10)	S00°00'29"W	143.00

LINE TABLE		
LINE	BEARING	LENGTH
L19(C)	N00°05'00"E	160.75
L19(R11)	N00°08'30"E	158.94
L20(C)	S89°55'00"E	126.43
L20(R11)	S89°51'30"E	126.43
L21(C)	S00°05'00"W	50.00
L21(R11)	S00°08'30"W	50.00
L21(R12)	SOUTH	50.00
L22(C)	S89°55'00"E	50.00
L22(R11)	S81°51'30"E	50.00
L22(R12)	WEST	50.00
L23(C)	S00°05'00"W	176.76
L23(R11)	S00°08'30"W	176.00
L24(C)	N72°44'15"E	138.46
L24(R11)	S72°48'00"W	138.30
L25(C)	S22°20'15"E	116.07
L25(R11)	N22°07'27"W	117.22
L26(C)	N72°44'15"E	129.46
L27(C)	N72°44'15"E	98.32



SURVEYORS NOTE

RECORDS INDICATE CONFUSION OVER THE LOCATION OF THE SOUTHERLY RIGHT-OF-WAY OF U.S. HWY. 60 THAT BORDERS THE GILA COUNTY COURTHOUSE PROPERTY AND THE JACK-IN-THE-BOX PROPERTY. RECORD OF SURVEY NO. 586 SHOWS THREE VARIATIONS OF THE RIGHT-OF-WAY. IN RECENT YEARS TWO DOCUMENTS WERE RECORDED TO CLARIFY AND ESTABLISH THE RIGHT-OF-WAY LOCATION. FIRST, A.D.O.T. RE-RECORDED A "RESOLUTION OF DISPOSAL" AT FEE NO. 1999-1061 TO CORRECT THE LEGAL DESCRIPTION. SECOND, A QUIT CLAIM DEED, FROM GILA COUNTY TO STATE OF ARIZONA WAS RE-RECORDED AT FEE NO. 1999-7178 TO CORRECT THE LEGAL DESCRIPTION. IN 2004 A.D.O.T. COMPLETED A SURVEY OF THE U.S. HWY. 60 RIGHT-OF-WAY IN THE PREVIOUSLY DESCRIBED AREA (REFERENCED HEREON AS (R5)). FOUND A.D.O.T. MONUMENTS SHOWN HEREON FIT PRECISELY WITH THE INFORMATION ON THE PREVIOUSLY MENTIONED A.D.O.T. SURVEY AND THE PREVIOUSLY MENTIONED QUIT CLAIM DEED (FEE NO. 1999-7178).

LEGEND

- ◈ = SECTION OR FRACTIONAL SECTION CORNER FOUND AND TIED.
- ● = FOUND 1/2" REBAR WITH ALUM. CAP STAMPED LS 14169 UNLESS OTHERWISE NOTED.
- ○ = PROPERTY CORNER SET WITH 1/2" REBAR AND ALUM. CAP STAMPED LS 7593
- □ = CALCULATED POINT, NOTHING FOUND OR SET
- A.D.O.T. = ARIZONA DEPARTMENT OF TRANSPORTATION
- ROS 586 = RECORD OF SURVEY MAP RECORDED IN THE GILA COUNTY RECORDERS OFFICE.
- L12 = LINE DIMENSION REFERENCE, SEE LINE TABLE
- C1 = CURVE DIMENSION REFERENCE, SEE CURVE TABLE
- 26/A = TAX PARCEL NUMBER - TAX BOOK 205, PG 14
- (R1) = RECORDED DATA PER MAP OF BARRETT-KEEGAN ADDITION TO EAST GLOBE, GILA COUNTY PLAT MAP 25
- (R2) = RECORDED DATA PER ROS 586
- (R3) = RECORDED DATA PER ROS 2657
- (R4) = RECORDED DATA PER ROS 2756
- (R5) = A. D. O. T. RESULTS OF SURVEY, GLOBE - LORDSBURG (US 60), DRAWING NO. D-T-424, DATED MARCH 2003 - DECEMBER 2004
- (R6) = QUIT CLAIM DEED, FEE NO. 1999-7178 GILA COUNTY RECORDS
- (R7) = SPECIAL WARRANTY DEED, FEE NO. 2001-15019 GILA COUNTY RECORDS
- (R8) = DOCKET 876, PAGES 767 - 768 GILA COUNTY RECORDS
- (R9) = DEED FOR ESTATE FOR YEARS, FEE NO. 94-642405, GILA COUNTY RECORDS
- (R10) = DOCKET 788, PAGE 462 GILA COUNTY RECORDS
- (R11) = WARRANTY DEED, FEE NO. 2004-008733 GILA COUNTY RECORDS
- (R12) = WARRANTY DEED, FEE NO. 2004-008065 GILA COUNTY RECORDS
- (M) = MEASURED COURSES.
- (C) = CALCULATED COURSES FROM RECORD DATA OR FOUND MONUMENTS DURING THE COURSE OF THIS SURVEY.

NOTE: ALL COURSES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING OF N.00°05'00"E. BETWEEN THE A. D. O. T. BRASS CAP MARKING THE SOUTHWEST CORNER OF SECTION 27 AND THE CHISLED "+" IN CONCRETE MARKING THE SOUTHWEST CORNER OF THE SIERRA VISTA DRIVE SUBDIVISION IS THE BASIS OF ALL BEARINGS SHOWN HEREIN.

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1(C)	20.95	1095.92	01°05'43"	N46°55'11"W	20.95
C1(R4)	20.95	1095.92	01°05'43"	N46°54'55"W	20.95
C2(M)	272.54	1095.92	14°14'54"	N54°35'29"W	271.83
C2(R4)	272.06	1095.92	14°13'25"	N54°34'29"W	271.36
C3(C)	118.07	1235.24	05°28'35"	N66°49'38"W	118.02
C3(R4)	118.54	1235.24	05°29'55"	N66°48'58"W	118.50
C4(C)&(R4)	105.28	1235.24	04°53'00"	N72°00'26"W	105.25
C5(C)&(R4)	551.33	1235.24	25°34'23"	N87°14'07"W	546.76
C6(M)&(R4)	12.09	7.53	92°00'40"	N30°53'06"W	10.84
C7(C)&(R4)	38.07	1235.24	01°45'57"	S68°40'35"E	38.07
C8(M)	774.68	1235.24	35°55'59"	N82°03'20"W	762.04
C8(R5)	774.68	1235.24	35°55'59"		
C8(R6)	774.67	1235.24			
C9(M)	111.05	1095.92	05°48'20"	S74°41'42"W	111.00
C10(M)	79.14	1095.92	04°48'14"	S69°43'25"W	79.12
C11(M)	190.18	1095.92	09°56'34"	S72°37'35"W	189.94
C11(R6)	190.29	1095.92			
C12(M)	35.02	277.16	07°14'23"	S77°48'05"W	35.00
C12(R7)	35.02	277.16	07°14'25"	S77°51'20"W	35.00
C13(M)	159.08	192.52	47°20'34"	N88°51'07"W	154.59
C13(R2)	159.07	192.50	47°20'31"	N88°47'37"W	154.59
C13(R8)	159.07	192.52	47°20'31"	N88°47'37"W	154.59

SURVEYOR REFERENCE TABLE

LS 13561 = HUGH HARRY HAENNELT
LS 14169 = EVART D. BUNGER
LS 17388 = CLAUDIA RAE MOREA
LS 18222 = DAVID SHANE

APPROVED TO RECORD
SURVEYOR RESPONSIBLE FOR ACCURACY

7-27-07
DATE

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION

STATEMENT

THIS MAP, CONSISTING OF ONE SHEET CORRECTLY REPRESENTS A SURVEY PERFORMED IN JULY, 2007.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 13561 JOHN MARTIN BEENE ARIZONA, U.S.A.

GILA COUNTY PUBLIC WORKS
STEVE STRATTON, DIRECTOR
1400 EAST ASH STREET
GLOBE, ARIZONA 85501
(928) 425-3231

DATE: 07-25-07 SCALE: 1" = 60'

RECORD OF SURVEY

GILA COUNTY COURTHOUSE

SHEET 1 OF 1

JOB No. GC2007-25

3392

PORTION OF
205-14-035C
JACK-IN-THE-BOX
TO
GILA CO.

Exhibit "A"

LEGAL DESCRIPTION

Gila County Public Works
Job No. GC-2007-25

December 11, 2007

A parcel of land being a portion of that property described in Fee No. 94-642405, Page 5 as PARCEL NO. 4, being situate in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 1 North, Range 15-1/2 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

Commencing for a tie at the Southwest corner of said Section 27, said point being an Arizona Department of Transportation brass cap from which the chiseled cross in concrete marking the Southwest corner of Sierra Vista Drive Subdivision, as shown on Gila County Record of Survey No. 3392, bears N. 00° 05' 00" E., a distance of 1321.86 feet;

THENCE N. 00° 05' 00" E. (of record N. 00° 08' 30" E.) a distance of 792.65 feet (of record 791.52 feet) to the Southerly Right of Way line of Arizona State Highway 60;

THENCE N. 67° 39' 18" E. and along said Southerly Right of Way line, distance of 157.45 feet to the beginning of a tangent curve concave to the Southeast;

THENCE 79.14 feet along the arc of said curve to the right, having a radius of 1095.92 feet, a central angle of 04°08'14" and whose chord bears N. 69° 43' 25" E., 79.12 feet to a 1/2" rebar with 2-1/2" aluminum cap stamped Gila County Eng. Dept., John M. Beene, RLS 7593, as shown on Gila County Record of Survey No. 3392, marking the Northeast corner of said PARCEL NO. 4;

THENCE S. 14° 37' 08" E. (of record S. 14° 39' 25" E.) a distance of 145.39 feet (of record 145.51 feet) to the Southeast corner of said PARCEL NO. 4 and the POINT OF BEGINNING;

THENCE S. 70° 00' 48" W. (of record S. 69° 58' 30" W.) a distance of 50.22 feet (of record 50.22 feet) to the Southwest corner of said PARCEL NO. 4;

THENCE N. 30° 57' 58" E., a distance of 70.00 feet to the Easterly line of said PARCEL NO. 4;

THENCE S. 14° 37' 08" E., a distance of 44.29 feet to Southeast corner of said PARCEL NO. 4 and the POINT OF BEGINNING, having an area of 1107.27 square feet, or 0.025 acres, more or less.

205-14-035E

JACK-IN-THE-BOX
TO
GILA CO.

Exhibit "A"

LEGAL DESCRIPTION

Gila County Public Works
Job No. GC-2007-25

December 7, 2007

A parcel of land described in Fee No. 2001-15019, pages 8 and 9 as PARCEL NO. 3, being situate in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 1 North, Range 15-1/2 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

Commencing for a tie at the Southwest corner of said Section 27, said point being an Arizona Department of Transportation brass cap from which the chiseled cross in concrete marking the Southwest corner of Sierra Vista Drive Subdivision, as shown on Gila County Record of Survey No. 3392, bears N. 00° 05' 00" E., a distance of 1321.86 feet;

THENCE N. 00° 05' 00" E. (of record N. 00° 08' 30" E.) a distance of 562.57 feet (of record 562.47 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Southwest corner of previously mentioned PARCEL NO. 3 and the POINT OF BEGINNING;

THENCE N. 00° 05' 00" E. (of record N. 00° 08' 30" E.) a distance of 83.28 feet (of record 82.17 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., John M. Beene, RLS 7593 marking the Northwest corner of PARCEL NO. 3;

THENCE N. 70° 00' 48" E. (of record N. 69° 58' 30" E.) a distance of 36.99 feet (of record 37.42 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Northeast corner of PARCEL NO. 3;

THENCE S. 00° 26' 08" W. (of record S. 00° 44' 44" W.) a distance of 88.53 feet (of record 87.63 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Southeast corner of PARCEL NO. 3 and the beginning of a curve concave to the Southeast;

THENCE 35.02 feet (of record 35.02 feet) along the arc of said curve to the left, having a radius of 277.16 feet (of record 277.16 feet), a central angle of 07° 14' 23" (of record 07° 14' 25"), and whose chord bears S. 77° 48' 05" W. (of record S. 77° 51' 20" W., a distance of 35.00 feet (of record 35.00 feet) to the POINT OF BEGINNING, having an area of 2945.31 square feet, or 0.068 acres, more or less.

Regular Agenda Item Item #: 3- G

Regular BOS Meeting
Date: 01/04/2011

Submitted For:	Steve Sanders, Public Works Division Deputy Director		
Submitted By:	Diana Jones, Public Works Division		
Department:	Public Works Division Division: Roads		
Fiscal Year:	FY 2010-2011	Budgeted?:	Yes
Contract Dates - Begin & End:	9/30/2010-9/30/2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Steve Sanders		

Information

Request/Subject

2011 annual Road Project Agreement No. 11-RO1103-1200-010 with USDA, Forest Service, Tonto National Forest, for road maintenance.

Background Information

The Board of Supervisors approved the Forest Development Road Cooperative Master Agreement on September 30, 2009, which allows the Gila County Public Works Division the ability to continue providing maintenance on Tonto National Forest Service roads until September 30, 2014.

This attached U.S. Forest Service Agreement No. 11-RO-11031200-010 is the FY11 Annual Maintenance Plan for the provision of routine maintenance on these Tonto National Forest Service roads.

Evaluation

This Agreement is done annually to provide for the routine maintenance on Forest Service roads.

Conclusion

This Agreement is necessary to provide routine maintenance on Forest Service roads. It is also requested that the Board of Supervisors provide Steve Stratton, Public Works Division Director, the authority to sign any required modifications, under the amount of $50,000 for the FY11 Annual Maintenance Plan on Tonto National Forest Service roads.

Recommendation

The Gila County Public Works Division recommends that the Board of Supervisors sign U.S. Forest Service Agreement No. 11-RO-11031200-010 for the FY11 Annual Maintenance Plan for routine maintenance on Tonto National Forest Service roads, with approval for the Public Works Division Director to sign modifications under $50,000.

Suggested Motion

Information/Discussion/Action to approve Road Project Agreement No. 11-RO-11031200-010 between the United States Department of Agriculture, Forest Service, Tonto National Forest, and Gila County for FY11 annual maintenance on Tonto National Forest Service roads in the amount of $72,114 through September 30, 2011, and with approval for Steve Stratton, Public Works Division Director, to sign modifications under $50,000. **(Steve Stratton)**

Attachments

Link: FS Agreement

USDA Forest Service

OMB 0596-0217
FS-1500-20

Grants & Agreements Cover Sheet

Cooperators, when completing this form, provide information for the green shaded areas only.

Forest Service program managers, complete this cover sheet, attach the required documents in the first three items below, and email entire package to appropriate G&A staff.

Failure to provide the information requested below may result in rejection or delays of the proposed project.

Unit Area (Region/Station) R3, Tonto SO

Person submitting request: C.Crawford
Email Address: cjcrawford@fs.fed.us
Telephone Number: 602-225-5279

Expected/Desired Start Date (for workload prioritization)	12/1/2010
Job Code and Funding Amount	CMRD12 $72,114
For Federal Financial Assistance Agreements (Grants and Cooperative Agreements), Please Attach: • SF-424 • SF-424A or SF-424C • SF-424B or SF-424D • AD-1047 Certification Regarding Debarment... • AD-1049 (or AD-1052), Certification Regarding Drug-Free... • Certification Regarding Lobbying (FS $ over $100K) • Cooperator delegation of signing authority • Non-Competition Justification Letter (if over $75,000 and not competed) • Indirect Cost Rate Documentation (paperwork supporting the cooperators indirect cost rate - may be called a NICRA) • Full project narrative including a project timeline • Detailed project budget ----------**OR**---------- **For All Other Agreements, Please Attach:** • Draft G&A template • Statement of Work which describes proposed	Attached ☒

project • Draft financial plan	
Work Plan that Documents Existence of Funds for the Project	Attached ☒
For a Modification, Provide Forest Service Agreement No.	
Cooperator's/Organization's Legal Name	Gila County Public Works
Cooperator Current Contact Name and Telephone No.	Steve Sanders, 928-402-8530
Cooperator's Complete "Physical" Mailing Address, Including County, Congressional District, and Zip +4 Digits	1400 East Ash Street Globe, AZ 85501 Gila County
Provide County Name(s) Where Project Activities Take Place	Gila County
Cooperator Tax ID No.	
Cooperator DUNS Number	
CCR Registered: "Yes" or "No" If "no", vendors are required to register to receive payment. Please advise the Cooperator.	Yes No:
For Interagency Agreements Only: Agency Location Code (ALC) and Treasury Account Symbol (TAS)	ALC: TAS:
Non-FS Access Tracking System (NATS): Will Non-FS Employees require access to FS IT Systems and/or have unescorted access to a FS facility? If 'yes,' provide names on an attached sheet.	Yes: No
Project Title & Brief Description	Gila County FY11 Annual Maintenance Agreement
FS Program Manager Name and Email	G.Hanna, ghanna@fs.fed.us
FS Budget Approver Name and Email	V.Olsen, vlolsen@fs.fed.us
FS Administrative Contact Name and Email	S.Smith, sherrysmith@fs.fed.us
FS Signature Official Name NOTE: The Signatory Official must be specifically authorized by FSM1580 or a current FY delegation of authority letter.	Gene Blankenbaker

USDA Forest Service

OMB 0596-0217
FS-1500-20

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 11-RO-11031200-010
Cooperator Agreement No.

ROAD PROJECT AGREEMENT
Between The
GILA COUNTY
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Gila County, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #10-RO-11031200-006 executed between the parties on September 30, 2009.

I. BACKGROUND:

The parties entered into a Forest Development Road Cooperative Agreement (Coop Agreement) on September 30, 2009. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the Annual Maintenance Plan as provided for in the Cooperative agreement between Gila County and the Tonto National Forest. The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. Bill the U.S. Forest Service for actual costs incurred, not to exceed $72,114.

IV. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed $72,114 as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's quarterly invoice. Each invoice from the Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1) Cooperator's name, address, and telephone number
2) U.S. Forest Service agreement number
3) Invoice date
4) Performance dates of the work completed (start and end)
5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Gary Hanna
Tonto National Forest
2324 E. McDowell Road
Phoenix, AZ 85006

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Stratton Address: Gila County Public Works 1400 Ash Street City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-3231 FAX: (928) 425-8104 Email: sstratton@co.gila.az.us	Name: Shannon Coons Address: Gila County Public Works 1400 Ash Street City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-8521 FAX: (928) 425-8104 Email: scoons@co.gila.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Gary Hanna Address: Tonto National Forest 2324 E. McDowell Rd. City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5375 FAX: (602) 225-5295 Email: ghanna@fs.fed.us	Name: Sherry Smith Address: Tonto National Forest 2324 E. McDowell Rd. City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the later shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).

D. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment.

E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

F. ENDORSEMENT. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.

G. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

H. MODIFICATION. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

I. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

J. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2011 at which time it will expire unless extended.

K. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

MICHAEL A. PASTOR, Chairman
Gila County Board of Supervisors

Date

Approved as to form:

Byran B. Chambers
Chief Deputy County Attorney

Date

ATTEST:

MARIAN SHEPPARD, Gila County Chief Deputy Clerk

Date

GENE BLANKENBAKER, Forest Supervisor
U.S. Forest Service, Tonto National Forest

Date

The authority and format of this instrument have been reviewed and approved for signature.

SHERRY J. SMITH
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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EXHIBIT A

FY11 OPERATING PLAN

1. IDENTIFICATION OF ROAD OR ROAD SEGMENTS.
This Project Agreement includes Gila County's commensurate share of road maintenance on the Tonto National Forest, as shown on Schedule A of Forest Road Agreement No. 10-RO-11031200-006, executed on September 30, 2009, and all modifications.

2. PLANS AND SPECIFICATIONS. The FY11 Annual Maintenance Plan will be as follows: Mutually agreeable plans and specifications are not necessary and therefore shall not be drafted or signed by all parties prior to commencement of any work activities. All work in this agreement is considered routine maintenance.

3. DESIGNATION OF PARTIES AND SCHEDULE OF WORK.

a. Forest Service Agrees to:
Compensate Gila County for maintenance per estimated cost in paragraph 4 below.
b. Gila County agrees to:

Perform road maintenance as defined in Section 3 of the Forest Development Road Cooperative Agreement on roads listed in Schedule 'A'. The level of maintenance shall be at least the maintenance level shown on the attached calculation sheet. Maintenance in excess of the agreed-upon level (i.e., the stated operational maintenance level) is the responsibility of the County

c. Schedule:
(1) Agreement to be signed and in place by execution of Annual Maintenance Plan
(2) All contract obligations to be completed by September 30, 2011

4. ESTIMATE COST :

GILA COUNTY/USFS COMMENSURATE SHARE MAINTENANCE
Road Maintenance Agreement for FY 11
Between Tonto National Forest and Gila County

Schedule "A" Agreement Summary

Road Level	2	3	4	5
Total of Miles	263.6	170.8	43.8	13.3
Cost per Mile	$125	$165	$190	$200
Subtotals	$32,950	$28,182	$8,322	$2,660
Overall Total of Miles	491.5			
Overall Total Cost	$72,114			

5. PAYMENT ARRANGEMENT The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed $72,114, as shown in the Attached Financial Plan.

U.S. Forest Service

OMB 0596-0217
FS-1500-17C

USFS Agreement No.: 11-RO-11031200-010
Cooperator Agreement No.:
Mod. No.

Agreements Financial Plan (Medium Form) with Program Income

1. Financial Plan Matrix:

Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS				
COST ELEMENTS (Direct Costs)	(a) Noncash	(b) Volunteer Labor (In-Kind)	(c) Cash to Cooperator	(d) Noncash	(e) Third Party In-Kind	(f) Cash to FS	(g) Third Party Other Federal	(h) GROSS TOTAL BY LINE
Salaries/Labor								$0.00
Travel								$0.00
Equipment								$0.00
Supplies								$0.00
Materials								$0.00
Printing								$0.00
Road Maintenance			$72,114.00					$72,114.00
Other								$0.00
Subtotal	$0.00	$0.00	$72,114.00	$0.00	$0.00	$0.00	$0.00	$72,114.00
Cooperator Indirect Costs								$0.00
FS Overhead Assessment								$0.00
Gross Total	$0.00	$0.00	$72,114.00	$0.00	$0.00	$0.00	$0.00	$72,114.00

PROGRAM INCOME (PI): CONTRIBUTIONS AND DEDUCTIVE ALTERNATIVE

(i) Estimated Gross Program Income (PI) **(enter a number)**

FOREST SERVICE EXPENSES ⇨	Expenses Subject to PI	$72,114.00	**PI SUMMARY:** Estimated Cooperator cash reduction on expenses subject to PI	$0.00
	% of PI applied to Expenses	100%	Estimated FS cash reduction on expenses subject to PI	$0.00
	FS Net Project Expense	$72,114.00	Estimated total amount FS will reimburse Cooperator from Cooperator invoice	$72,114.00
			Estimated number of invoices **(enter a number if known)**	
COOPER-ATOR EXPENSES ⇨	Expenses Subject to PI	$0.00	Recommended PI deduction rate (to be used on invoices to determine amount FS owes. Total dollar amount (in the aggregate) can not exceed amount in column c, gross total less PI received). Any funds that would otherwise be FS PI share are to be retained by and used by Coop in future project(s) with the FS.	#DIV/0!
	% of PI applied to Expense	0%		
	Coop. Net Project Expense	$0.00		

(j) Estimated Net Total Value $72,114.00

Matching Costs Determination

Total Forest Service Share = (a+b+c)/(j) = (k)	(k) 100.00%
Other Federal Contribution = (g)/(j) = (l)	(l) 0.00%
Total Federal Share = (k+l) = (m)	(m) 100.00%
Total Cooperator Share [(d+e+f) - (i)] / (j) = (n)	(n) 0.00%
Total (m+n) = (o)	(o) 100.00%

This Financial Plan may not be used to collect funds AND disburse funds on the same agreement. Separate agreements must be used in this situation.

Reimbursement Calculation

Forest Service reimbursement percent (as % of expenses directly incurred by the Cooperator– i.e., Cooperator's non-cash and cash contributions only– that are subject to Forest Service reimbursement)

(c)/[(c+d+f) - (j)] = (p) — (p) 100.00%

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in agreement provisions _____ and _____ multiplied by 100.00%
(v) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c).

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(g), should provide a cost analysis of the corresponding matrix columns, (a)-(g), above, e.g. matrix column (a) *FS Noncash Contribution* should be analyzed under block (a), below, and matrix column (b) *FS In-Kind Contribution* should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, is being analyzed, e.g. *Salary/Labor = hrs or days x rate; Travel = miles x rate, or months x FOR rate (that is, days x per diem rate); Equipment Use = hrs or days x rate; Supplies & Materials –list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.*

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

Column (a)

FS Noncash Contribution

Column (b)

FS Volunteer Labor (In-Kind) Contribution

Column (c)

FS Cash to the Cooperator

$72,114 rates per mile are specified on the Exhibit A

Column (d)

Cooperator Noncash Contribution

Column (e)

Cooperator Third Party In-Kind Contribution

Column (f)

Cooperator Cash to the FS

Column (g)

Third Party Other Federal Contribution

3. Instructions: Use this form in conjunction with FSH 1509.11, Ch. 70, Financial Planning Requirements. Use Cost Elements that apply to the particular project by inserting the amount of contribution in the appropriate box based on contributor and type of contribution. The Cost Elements listed are those commonly used. The two "Other" Cost Elements can be replaced with a Cost Element unique to your agreement, for example 'sub-contracts'.

After inserting all contributions in Section 1, complete Section 2 by providing a cost analysis of the figures entered into Section 1.

(a) **Forest Service Noncash Contribution:** Forest Service noncash contributions may consist of employee salaries, overhead (indirect), travel provided, and/or equipment and supplies purchased and provided to the Cooperator for use in the project. These costs are **an expense to the Forest Service**, but do not include funding for reimbursement of Cooperator expenses.

(b) **Forest Service Volunteer Labor (In-Kind) Contribution:** This is the value of volunteer labor donated for completion of the project by the Forest Service for which **the Forest Service has incurred no expense**. Forest Service volunteer agreements (either sponsored or individual) should be used to document the donated services. The value of volunteer labor should be commensurate with local labor rates for similar work.

(c) **Forest Service Cash to the Cooperator:** This is the maximum amount of funding that will be reimbursed or advanced to the Cooperator. This is **an expense to the Forest Service**.

(d) **Cooperator Noncash Contribution:** These are **expenses the Cooperator incurs** that are contributed to the project in lieu of cash, but for which costs are incurred, such as employee salaries, overhead (indirect costs), travel, equipment, supplies, and so forth. These do not include in-kind contributions from third parties, such as donations from other entities or volunteer labor.

(e) **Cooperator, Third Party In-Kind Contribution:** In-kind contribution provided to the Cooperator from a third party organization(s) for use in the project for which **the Cooperator has incurred no expense**. Value assessed for volunteer labor and donated materials, equipment and supplies should be valued based on FSH 1509.11, Ch. 70. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement. Display these contributions by Cost Element Expenditures.

(f) **Cooperator Cash to the Forest Service:** These are Cooperator cash contributions actually transferred to the Forest Service for use in completing the project. This is **an expense to the Cooperator** and does not include in-kind contributions made to the Cooperator from other organizations. Display by Cost Element where these funds will be expended. **Be sure to cite a collection authority in the Agreement if this column is used.**

Include cash the Cooperator is transferring to the Forest Service for the project, that has been **received as a grant(s)** from a non-Federal entity(ies).

(g) **Cooperator, Third Party Other Federal Contribution:** Contribution provided to the Cooperator from Federal agencie(s) for use in the project. Display these contributions by Cost Element Expenditures.

(h) **Gross Total Project Value:** The sum of all the values provided toward the project **without Estimated Gross Program Income** taken into consideration.

(i) **Estimated Gross Program Income:** The **gross** income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.

(j) **Net Total Project Value:** The sum of all the values provided toward the project **with Estimated Gross Program Income** taken into consideration. This figure reflects the true estimated cost of the project.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Regular Agenda Item Item #: 3- H

Regular BOS Meeting

Date: 01/04/2011

Submitted For: Matthew Bolinger, Epidemiologist/Emergency Mgt & Health Preparedness Div Dir

Submitted By: Debra Williams, Emergency Management

Department: Emergency Management Division: Emergency Services

Fiscal Year: 2011 or after Budgeted?: No

Contract Dates - Begin & End: contract begins FEMA award letter date & ends 3 yrs after

Grant?: Yes

Matching Requirement?: Yes Fund?: New

Presenter's Name:

Information

Request/Subject

FEMA Mitigation Grant Application-January 2010 Buy-Out Project

Background Information

As a result of rain and flooding in January 2010, Presidential Disaster Declaration #1888 authorized the FEMA Hazard Mitigation Grant Program (HMGP) to be administered by the State of Arizona Division of Emergency Management. The HMGP provides federal funding for projects that will: 1. reduce the effects of natural hazards and/or vulnerabilities and, 2. meet State and Federal mitigation goals. Funding is provided to eligible applicants competitively with a cost share of 75%-Federal; 25% Applicant. Applicants may use soft, or in-kind, costs to meet the 25% match.

Evaluation

January 2010 winter storms resulted in severe flood damages for Gila County residents. Since the event, Emergency Management personnel have been in contact with at least 9 homeowners that specifically expressed interest in a property buy out program. As of December 15, 2010, four (4) homeowners have returned an original signed copy of the "Homeowner Interest Sign-up Sheet and Voluntary Notice" necessary to begin a FEMA HMGP application for acquisition of property for open-space purposes. The "Homeowner Interest Sign-up Sheet and Voluntary Notice" signifies a homeowners VOLUNTARY participation in the application process and is not an obligation on the homeowner or the county.

The intent of open-space acquisition from willing sellers is to maintain the property in perpetuity for uses compatible with open space, recreational, or wetlands management practices consistent with conservation of natural floodplain functions by recording deed restrictions consistent with the FEMA Model Deed Restriction. Therefore, acquisition of these four (4) properties will result in reduced and/or elimination of future flood risk to homeowner life and property, safety risk to emergency responders during flood events and reduced cost of community recovery.

Conclusion

The likelihood of future damage from flood events is rated by the location of a property in the flood zone. Three (3) out of four (4) properties are located in the AE zone-areas subject to inundation by 1-percent-annual-chance flood event; one (1) property is in a location currently rated as D zone-undetermined but possible flood hazard. However, this property has a documented history of significant flooding at least twice in the past 7 years and is located adjacent to 3 properties that were acquired by Gila County after a 2003 monsoon event caused severe flood damage to a Roosevelt neighborhood.

The estimated total cost of this project is based on FEMA approval of four (4) property acquisitions and the estimated Current Market Value of acquisitions plus the estimated of site demolition, restoration and stabilization: $464,492.00 (75% Federal Share = $348369.00; County Share = $116,123.00). Project funding is available from the date of a FEMA award letter. Projects must be completed within 3 years. Matching funds may not be expended prior to the date of a FEMA award letter.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors authorize Emergency Management to submit an application for FEMA Hazard Mitigation Grant Program funding for FEMA Mitigation-January 2010 Buy-Out Project in the amount of $464,492. The mitigation grant will begin on the date of the FEMA award letter and end 3 years from that date.

Suggested Motion

Information/Discussion/Action to authorize the Gila County Emergency Management Department to submit a FEMA Mitigation-January 2010 Buy-Out Project Grant Application to the Arizona Division of Emergency Management for FEMA Hazard Mitigation Grant Program funds in the amount of $464,492. **(Matthew Bolinger)**

Attachments

Link: Project Estimates

Link: Project Solicitation

Link: Grant Application for parcel 201-06-156F

Link: Grant Application for parcel 204-03-051B

Link: Grant Application for parcel 201-14-018D

Link: Grant Application for parcel 201-10-090

Gila County
FEMA Mitigation-January 2010 Buy Out Project

Voluntary Notice of Participation Submitted to Gila County Emergency Management	Cash Value Assessor 2010	Plus 25%	Estimated Acquisition Cost	Estimated Average Cost of Demolition, Site Restoration/ Stabilization	Flood Zone Designation
204-03-051B 202 Ash St, Roosevelt Site build 1035 - frame 2 story modified A frame Flooded 2003, 2009, 2010 FEMA Insurance: yes	$ 33,690.00	$ 8,422.50	$ 42,112.50	$ 25,000.00	D
201-14-018D 197 Reno Dr FEMA Insurance: no	$ 39,274.00	$ 9,818.50	$ 49,092.50	$ 25,000.00	AE
201-06-156F 160 E El Vagumundo Ln site built FEMA Insurance: no	$ 126,821.00	$ 31,705.25	$ 158,526.25	$ 25,000.00	AE
201-10-090 155 W Christopher	$ 58,027.00	$ 14,506.75	$ 72,533.75	$ 25,000.00	AE
Estimated Buy Out-Current Market Value 12/2010	$ 257,812.00	$ 64,453.00	$ 322,265.00	$ 100,000.00	$ 422,265.00
Plus 10% Adminitrative Costs					$ 42,226.50
Estimated cost for Buy Out Project	$ 257,812.00	$ 64,453.00	$ 322,265.00	$ 100,000.00	$ 464,491.50
75% Federal Match	$ 193,359.00	$ 48,339.75	$ 241,698.75	$ 75,000.00	$ 348,368.63
25% County Match	$ 64,453.00	$ 16,113.25	$ 80,566.25	$ 25,000.00	$ 116,122.88

* Even though this address is rated in an undetermined but possible flood hazard zone, there is documented history of repetitive flood damage

* Zone D An area of undetermined but possible flood hazards.

** Zone AE An area inundated by 100-year flooding, for which BFEs have been determined.

s due to previous flooding events.

Arizona Department of Emergency and Military Affairs
Division of Emergency Management—Mitigation Office
5636 E McDowell Rd, Phoenix, AZ 85008
Ph: (602) 464-6349 Fax: (602) 464-6538
Email: robert.kimmell@azdema.gov

Project Solicitation

Hazard Mitigation Grant Program (HMGP)
FEMA-1888-DR-AZ

January 2010 Flood BuyOuts
Project Name

Matt Bolinger, M.D.
Point of Contact

Gila County Emergency Management
Agency

5515 S. Apache Avenue, Suite 400
Address

Globe , Gila , AZ 85501
City, County, State, Zip

928-402-8764
Phone Number (s)

mbolinger@co.gila.az.us
E-mail

Please use the space below to write a brief description of the project:

Estimated Time to Completion
Three (3) years

Estimated Project Cost
$ 600,000.00

Gila County Emergency Management will buyout 6 properties that experienced significant flood damage in January 2010 and are located in high risk flood plain areas. The intent to is return these properties to their natural state and mitigate future flood insurance payouts.

The estimated cost of buyout includes home value, appraisal, closing costs, and demolition.

This project is in line with flood mitigation recommendations provided by the U.S. Army Corp of Engineers after the January 2010 Winter Storms.

Application

Hazard Mitigation Grant Program

FEMA-1888 -DR-AZ

January 2010 Buy Out: 201-06-156F

Project Name

Gila County

Sponsoring Agency

For State Use Only		
Date Received	**Application Type**	**Application Number**

Arizona Division of Emergency Management
5636 E McDowell Road, Phoenix, Arizona 85008-3495
(602) 464-6349 | 1-800-411-2336 | www.dem.azdema.gov

Return form to: allen.howard@azdema.gov,
Phone: (602) 464-6349 Fax: (602) 464-6538

Part I: Contact Information

Matt Bolinger	Debra L. Williams
Primary Contact	**Secondary Contact**
Director	Deputy Director
Title	**Title**
Gila County Emergency Management	Gila County Emergency Management
Agency	**Agency**
5515 S. Apache Ave., Suite 400	5515 S. Apache Ave., Suite 400
Address	**Address**
Globe, Gila, AZ 85501	Globe, Gila, AZ 85501
City, County, State, Zip Code	**City, County, State, Zip Code**
928-402-8764	928-402-8763
Phone Number	**Phone Number**
mbolinger@co.gila.az.us	dwilliams@co.gila.az.us
E-mail	**E-mail**

Part II: Community Information

Applicant Type: Local Government

160 E. El Vagamundo Ln.
Project Address

Tonto Basin, Gila, AZ 85553
City, County, State, Zip Code

33.819639 ° W 111.286278° N
GPS Coordinates (Decimal Degrees)

Datum (coordinates must be in either WGS 84, NAD 83, or NAD 27)

Is this a small and impoverished community? Yes

County Code 00000 H1

FIPS Code 007

US Congressional District 1

State Legislative District(s) 5

Part II: Community Information, Continued

Mitigation Plan Information

Does your state have a FEMA-approved multi-hazard mitigation plan?

Yes

Is your agency and/or project location covered by a FEMA-approved multi-hazard mitigation plan? (An approved mitigation plan is required in order to receive funding through this grant program.)

Yes

What is the name of the plan?

Gila County Multi-Hazard Mitigation Plan

When was the plan approved?

April 2006

Is the plan a single or multi-jurisdictional plan?

Multi-Jurisdictional

If the plan is not yet approved, when do you expect approval?

N/A

Use the space below to identify the goal(s), objective(s), and action(s) this project relates to in the plan.

Goal 5: Reduce the potential level of damage and losses to people, existing and future critical facilities/infrastructure and other community assets due to floods.
Objective 5.B Decrease vulnerability of community assets, especially critical facilities located in the 100 year flood plain.
Objective 5.D Maintain compliance with the National Flood Insurance Program (NFIP) requirements.
Action: Mitigate risk of loss of life and property in the most flood prone zones.

Part II: Community Information, Continued

Other Mitigation Efforts

Is the project area in a Firewise Community?

No

If yes, provide the Firewise Community Number.

N/A

Does the community/agency participate in the National Flood Insurance Program (NFIP)?

Yes

If so, when was the last Community Assistance Visit (CAV)? (month/year)

7/17/2008

Does the community participate in the Community Rating System (CRS)?

No **CRS Classification** N/A

Has the community adopted building codes consistent with the International Building Code (IBC)? Yes

Has the community's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? No

If yes, what is the rating?

Use the space below to enter the contact information for the Floodplain Administrator for the community.

Name: Darde De Roulhac
Title: Floodplain Administrator
Agency: Gila County
Address: 608 E Hwy 260
City, State, Zip: Payson, Arizona, 85541
Phone: 928-474-1076
E-mail: dderoulhac@co.gila.az.us

Part III: Hazard Information

What hazard(s) will this project mitigate? Indicate the frequency and severity of each.

Hazard	Frequency			Severity		
	Low	Medium	High	Low	Medium	High
Flooding/Flash Flooding	☐	☐	☒	☐	☐	☒
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
If other, specify:	☐	☐	☐	☐	☐	☐

For flood mitigation projects, enter the following information below:

FIRM Panel Number	Date of FIRM	Flood Zone Designation
04007C1208D	12/04/2007	AE

FIRM: Flood Insurance Rate Map

Describe the area where the mitigation project will be implemented (be sure to attach original maps, photos, and/or diagrams that clearly depict the project location).

See attached Standard Flood Hazard Determination document

Part III: Hazard Information, Continued

Risk Assessment

Describe the values at risk by number and/or type, including dollar figures (if available).	
People	2
Buildings	2-Assessor 2010 Full Cash Value $126,821.00
Infrastructure	
Land	

Historical Damages

Date (month/year)	**Event**	**Brief Damage Description**	**Cost**
01/2010	Flash Flood	Runoff from the January 2010 storms again caused flash flooding. Approximately 2 feet of mud and water flowed through the property and structures. The house had to be completely renovated. The drywall taken out 2 feet up the wall and replaced, the carpet replaced and the entire house repainted. The barn and bunkhouse had to be cleaned to remove the water and mud.	Info Pending
Total Events	1	**Total Cost**	

Part IV: Financial

Cost Effectiveness

What is the benefit-cost ratio? (Attach the supporting BCA documentation.)	1.0
What is the net project cost? (See BCA.)	
What is the dollar amount of Damages Before Mitigation? (See BCA.)	
What is the dollar amount of Damages After Mitigation? (See BCA.)	
What is the dollar amount of potential future damage if the hazard is not mitigated? (Include any future costs not listed in the BCA.)	
Give details of any benefits not considered in the BCA (e.g., avoided future losses).	
Detailed report pending. BCA estimated to be at or greater than 1.0.	

BCA: Benefit-Cost Analysis

Part IV: Financial, Continued

Funding

Project Cost	Annual Maintenance Cost	Proposed Federal Share ($ and %)	Proposed Non-Federal Share ($ and %)
$201,878.88		$151,409.16	$50,469.72
		75 %	25 %

Matching Non-Federal Funds

Match Share Source	Source Agency Name	Funding Type	Amount	Date Available
General Funds	Gila County	In-Kind	$50,469.72	07/01/2011
		Total		
Use the space below to add any pertinent details not accounted for above.				

Be sure to include a letter that indicates the date the funds are available to be committed.

Part V: Project Information

Scope of Work

Describe the project, including what it entails and how it will address the problem being mitigated and how people and property at stake will be protected. (It may be useful to use a problem, tools, results format.)

This property is located in FEMA Flood Zone AE and is adjacent to properties that experienced 7 feet of flood waters during the January 2010 Winter Storms. This area is a documented repetitive flood area.

Gila County Emergency Management proposes to purchase this property, demolish existing structures and return the land to open-space use. The intent of open-space acquisition from willing sellers is to maintain the property in perpetuity for uses compatible with open space, recreational, or wetlands management practices consistent with conservation of natural floodplain functions by recording deed restrictions consistent with the FEMA Model Deed Restriction.

The benefits of this mitigation action will be to prevent further risk to life and property in a natural, uncontrolled watershed

Part V: Project Information, Continued

Estimated Project Timeline and Budget

Break down each action so that each separate cost can be documented. Contingency and administrative costs not allowed.			
Phase	**Duration**	**Itemized Action List**	**Cost**
1	6 months	Property Documentation: Site assessment, appraisal, consultation regarding ongoing federal activities	$5,000.00
2	12 months	Purchase offer, closing costs, legal fees	$171,879.00
3	3 months	Demolition plan, permitting and contracting	$5,000.00
4	3 months	Site Preparation	$5,000.00
5	6 months	Demolition, site restoration and stabilization	$15,000.00
Admin	60 Days	The Arizona Division of Emergency Management Mitigation Office reserves this time to perform the duties associated with administering the grant.	$0.00
Total		**Total Estimated Cost**	**$201,879.00**

Be sure to attach all relevant estimates, studies, drawings, blueprints, and preliminary engineering data, including hydrologic information, footprint, and elevations.

Part V: Project Information, Continued

Additional Questions

Does the project involve ground disturbance? Yes	**If yes, is it previously disturbed ground?** Yes
Use the space below to describe any potential ground disturbance involved in this project.	
(1) Site built home, (1) 20 X 40 metal barn with a cement foundation and (1) 10 x 10 bunkhouse with cement foundation and wood frame that will be demolished and debris removed from site. Grading of the site consistent with open-space use will be performed.	
Use the space below to describe any other projects in or near the project area that are related to this project.	
There are no other projects in the Sleepy Hallow subdivision in Tonto Basin; However there are 2 other acquisition projects along the Tonto Creek Area and 1 in the Roosevelt Estates area.	
Is this project being funded in any part by other federal funding sources (e.g., Public Assistance (PA), Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS)? No **If yes, describe below.**	
N/A	

Part V: Project Information, Continued

Additional Questions, Continued

Is there a deed restriction or permanent conservation easement on the property at the project site that would prohibit federal disaster funding? NO **If yes, describe below.**
N/A
List any Public Assistance (PA) project worksheets (PW) or disaster survey reports (DSR) that were completed at the project's location during disasters in the last ten (10) years.

Public Notice

Are you required to give public notice for this project? YES **If yes, attach the document of record, and provide point of contact information below. Document of Record pending Gila County Board of Supervisors approval to submit application.**	
Name: Matt Bolinger **Title:** Director **Agency:** Gila County Emergency Management **Phone:** 928-402-8764	**E-mail:** mbolinger@co.gila.az.us **Address:** 5515 S. Apache Ave., Suite 400 **City, Zip:** Globe, 85501

Part V: Project Information, Continued

Maintenance Plan

Use the space below to describe the maintenance plan, making sure to address the following questions:

- **What type of maintenance will be necessary?**
- **How often will the maintenance be necessary?**
- **Who will be responsible for performing the maintenance?**

Maintenance of open space property will be conducted in consideration of reducing wildfire/hazardous fuels for the protection of life and property adjacent to the project. Condition of the property will be monitored at least bi-annually, and maintenance coordinated by Gila County Emergency Management personnel as needed.

Part V: Project Information, Continued

Alternative Solutions

Describe three (3) alternative solutions to the proposed mitigation project, including a cost estimate. One alternative may be "no action." Alternatives must be reasonable and feasible from a technical and economic standpoint, using common sense.

	Cost Estimate	Solution
Alternative 1	See Justification	Title **Elevation** **Description**
Alternative 2	See Justification	Title **Relocation** **Description**
Alternative 3	See Justification	Title **No Action** **Description**

Part V: Project Information, Continued

Project Justification

Use the space below to explain the reasoning behind choosing the proposed mitigation project over the alternative solutions listed on the previous page.

This area of this property location has experienced repetitive flooding due to changes in the natural watershed. Flash flood events deposit debris and soil that cause changes to the stream bed elevation. With each event the risk of flooding increases. Federal restrictions regarding removal of debris from waterways in order to maintain the stream bed elevation ensures future flood events.

Elevation in this area of the natural watershed could create risks related to isolation of the property and possible emergency rescue of residents due to complications of isolation.

Relocation is cost prohibitive due to the 25% matching burden on the homeowner, including the requirement to maintain flood insurance on properties benefiting from federal funding.

This project proposes to acquire this property and dedicate the land to open space use as part of the county's ongoing flood mitigation efforts, thereby reducing the risk to life and property.

Part VI: Signatory and Attachments

Signatures

By signing below, I am agreeing that, to the best of my knowledge and belief, the data in this application and supporting documents are true and correct, and that willful misrepresentation may cause the application to be denied.

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Attachments

Check the box next to each article that has been included with this application:

- ☐ **Designation of Applicant Agent**
- ☐ **Assurances (FF 2016)**
- ☐ **Benefit-Cost Analysis**
- ☐ **Environmental Questionnaire**
- ☐ **Maps, Photos, Blueprints**
- ☐ **Engineering/hydrology**
- ☐ **Property Inventory Spreadsheet(s)**
- ☐ **Funds Commitment Letter**
- ☐ **DSRs, PWs**

Application

Hazard Mitigation Grant Program

FEMA-1888 -DR-AZ

January 2010 Buy Out: 204-03-051B

Project Name

Gila County

Sponsoring Agency

For State Use Only		
Date Received	**Application Type**	**Application Number**

Arizona Division of Emergency Management
5636 E McDowell Road, Phoenix, Arizona 85008-3495
(602) 464-6349 | 1-800-411-2336 | www.dem.azdema.gov

Return form to: allen.howard@azdema.gov,
Phone: (602) 464-6349 Fax: (602) 464-6538

Part I: Contact Information

Matt Bolinger	Debra L. Williams
Primary Contact	**Secondary Contact**
Director	Deputy Director
Title	**Title**
Gila County Emergency Management	Gila County Emergency Management
Agency	**Agency**
5515 S. Apache Ave., Suite 400	5515 S. Apache Ave., Suite 400
Address	**Address**
Globe, Gila, AZ 85501	Globe, Gila, AZ 85501
City, County, State, Zip Code	**City, County, State, Zip Code**
928-402-8764	928-402-8763
Phone Number	**Phone Number**
mbolinger@co.gila.az.us	dwilliams@co.gila.az.us
E-mail	**E-mail**

Part II: Community Information

Applicant Type: Local Government

202 Ash St., Lot 77B
Project Address

Roosevelt, Gila, AZ 85545
City, County, State, Zip Code

33.623833 ° **W** 111.002194 ° **N**
GPS Coordinates (Decimal Degrees)

Datum (coordinates must be in either WGS 84, NAD 83, or NAD 27)

Is this a small and impoverished community?

County Code **00000 H1**

FIPS Code 007

US Congressional District **1**

State Legislative District(s) 5

Part II: Community Information, Continued

Mitigation Plan Information

Does your state have a FEMA-approved multi-hazard mitigation plan?

Yes

Is your agency and/or project location covered by a FEMA-approved multi-hazard mitigation plan? (An approved mitigation plan is required in order to receive funding through this grant program.)

Yes

What is the name of the plan?

Gila County Multi-Hazard Mitigation Plan

When was the plan approved?

April 2006

Is the plan a single or multi-jurisdictional plan?

Multi-Jurisdictional

If the plan is not yet approved, when do you expect approval?

Use the space below to identify the goal(s), objective(s), and action(s) this project relates to in the plan.

Goal 5: Reduce the potential level of damage and losses to people, existing and future critical facilities/infrastructure and other community assets due to floods.
Objective 5.B Decrease vulnerability of community assets, especially critical facilities located in the 100 year flood plain.
Objective 5.D Maintain compliance with the National Flood Insurance Program (NFIP) requirements.
Action 5.B.18 Roosevelt Estates Buyout-Buyout remaining homes between Ash Street and Campaign Creek at Roosevelt Lake Estates.

Part II: Community Information, Continued

Other Mitigation Efforts

Is the project area in a Firewise Community?

No

If yes, provide the Firewise Community Number.

Does the community/agency participate in the National Flood Insurance Program (NFIP)?

Yes

If so, when was the last Community Assistance Visit (CAV)? (month/year)

07/17/2008

Does the community participate in the Community Rating System (CRS)?

No **CRS Classification**

Has the community adopted building codes consistent with the International Building Code (IBC)? Yes

Has the community's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? No

If yes, what is the rating?

Use the space below to enter the contact information for the Floodplain Administrator for the community.

Name: Darde DeRoulhac
Title: Floodplain Administrator
Agency: Gila Co Community Development
Address: 608 E. Hwy 260
City, State, Zip: Payson, AZ 85541
Phone: 928-474-1076
E-mail: dderoulhac@co.gila.az.us

Part III: Hazard Information

What hazard(s) will this project mitigate? Indicate the frequency and severity of each.

Hazard	Frequency			Severity		
	Low	Medium	High	Low	Medium	High
Flooding/Flash Flooding	☐	☐	☒	☐	☐	☒
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
If other, specify:	☐	☐	☐	☐	☐	☐

For flood mitigation projects, enter the following information below:

FIRM Panel Number	Date of FIRM	Flood Zone Designation
004007C1832D	12/04/2007	D

FIRM: Flood Insurance Rate Map

Describe the area where the mitigation project will be implemented (be sure to attach original maps, photos, and/or diagrams that clearly depict the project location).

See attached Standard Flood Hazard Determination document (4 pages)

Part III: Hazard Information, Continued

Risk Assessment

Describe the values at risk by number and/or type, including dollar figures (if available).	
People	2
Buildings	4 – Assessor 2010 Full Cash Value $58,027
Infrastructure	
Land	

Historical Damages

Date (month/year)	**Event**	**Brief Damage Description**	**Cost**
09/2003	Flash Flood	Approximately 9.5 inches of rain fell during a 12 hour period over the Tonto National Forest Foothills, causing torrential flooding at the confluence of Pinto Creek, Campaign Creek, Spring Creek and Wildcat Wash, flooding approximately 5 homes, including Etheridge. 4' of mud and water flowed through their property.	Info pending
2009	Flash Flood		Info pending
01/2010	Flash Flood	Runoff from the January 2010 storms again caused flash flooding. Approximately 2 feet of mud and water flowed through the property and structures. At this time the structures are adjacent to property that is owned by the county as open-space acquisition so there is nothing between this property and the confluence.	Info pending

Total Events	3	**Total Cost**	

Part IV: Financial

Cost Effectiveness

What is the benefit-cost ratio? (Attach the supporting BCA documentation.)	1.0
What is the net project cost? (See BCA.)	
What is the dollar amount of Damages Before Mitigation? (See BCA.)	
What is the dollar amount of Damages After Mitigation? (See BCA.)	
What is the dollar amount of potential future damage if the hazard is not mitigated? (Include any future costs not listed in the BCA.)	
Give details of any benefits not considered in the BCA (e.g., avoided future losses).	
Detailed report pending. BCA estimated to be at or greater than 1.0.	

BCA: Benefit-Cost Analysis

Part IV: Financial, Continued

Funding

Project Cost	Annual Maintenance Cost	Proposed Federal Share ($ and %)	Proposed Non-Federal Share ($ and %)
$73,824		$55,368	$18,456
		75 %	25 %

Matching Non-Federal Funds

Match Share Source	Source Agency Name	Funding Type	Amount	Date Available
General Funds	Gila County	In-Kind	$18,456	07/01/2011
		Total		
Use the space below to add any pertinent details not accounted for above.				

Be sure to include a letter that indicates the date the funds are available to be committed.

Part V: Project Information

Scope of Work

Describe the project, including what it entails and how it will address the problem being mitigated and how people and property at stake will be protected. (It may be useful to use a problem, tools, results format.)

This property has a demonstrated repetitive flood risk due to its location adjacent to the confluence of Pinto Creek, Campaign Creek, Spring Creek and Wildcat Wash. The property owners have provided a statement of voluntary participation in a property acquisition project.

Gila County Emergency Management proposes to purchase this property, demolish existing structures and return the land to open-space use. The intent of open-space acquisition from willing sellers is to maintain the property in perpetuity for uses compatible with open space, recreational, or wetlands management practices consistent with conservation of natural floodplain functions by recording deed restrictions consistent with the FEMA Model Deed Restriction.

The benefit of this mitigation action will be to prevent further risk to life and property in a natural, uncontrolled watershed.

Part V: Project Information, Continued

Estimated Project Timeline and Budget

Break down each action so that each separate cost can be documented. Contingency and administrative costs not allowed.			
Phase	**Duration**	**Itemized Action List**	**Cost**
1	6 months	Property Documentation: site assessment, appraisal, consultation regarding ongoing federal activities	$5,000.00
2	12 months	Purchase offer, closing costs, legal fees	$43,824.00
3	3 months	Demolition plan, permitting and contracting	$5,000.00
4	3 months	Site Preparation	$5,000.00
5	6 months	Demolition, site restoration and stabilization	$15,000.00
Admin	60 Days	The Arizona Division of Emergency Management Mitigation Office reserves this time to perform the duties associated with administering the grant.	$0.00
Total	**960 Days**	**Total Estimated Cost**	**$73,824.00**

Be sure to attach all relevant estimates, studies, drawings, blueprints, and preliminary engineering data, including hydrologic information, footprint, and elevations.

Part V: Project Information, Continued

Additional Questions

Does the project involve ground disturbance? Yes	**If yes, is it previously disturbed ground?** Yes
Use the space below to describe any potential ground disturbance involved in this project.	
2 structures will demolished and debris removed from site. Grading of the site consistent with open-space use will be performed.	
Use the space below to describe any other projects in or near the project area that are related to this project.	
There are no other projects in this Roosevelt sub-division, however there are 3 other acquisition projects pending in the Tonto Basin-Tonto Creek area.	
Is this project being funded in any part by other federal funding sources (e.g., Public Assistance (PA), Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS)? NO **If yes, describe below.**	
N/A	

Part V: Project Information, Continued

Additional Questions, Continued

Is there a deed restriction or permanent conservation easement on the property at the project site that would prohibit federal disaster funding? NO **If yes, describe below.**
N/A
List any Public Assistance (PA) project worksheets (PW) or disaster survey reports (DSR) that were completed at the project's location during disasters in the last ten (10) years.
DSR-2003 Roosevelt Estates (attached)

Public Notice

Are you required to give public notice for this project? YES **If yes, attach the document of record, and provide point of contact information below. Document of Record pending Gila County Board of Supervisors approval to submit application.**	
Name: Matt Bolinger **Title:** Director **Agency:** Gila County Emergency Management **Phone:** 928-402-8764	**E-mail:** mbolinger@co.gila.az.us **Address:** 5515 S. Apache Ave., Suite 400 **City, Zip:** Globe, 85501

Part V: Project Information, Continued

Maintenance Plan

Use the space below to describe the maintenance plan, making sure to address the following questions:

- **What type of maintenance will be necessary?**
- **How often will the maintenance be necessary?**
- **Who will be responsible for performing the maintenance?**

Maintenance of open space property will be conducted in consideration of reducing wildfire/hazardous fuels for the protection of life and property adjacent to the project. Condition of the property will be monitored at least bi-annually, and maintenance coordinated by Gila County Emergency Management personnel as needed.

Part V: Project Information, Continued

Alternative Solutions

Describe three (3) alternative solutions to the proposed mitigation project, including a cost estimate. One alternative may be "no action." Alternatives must be reasonable and feasible from a technical and economic standpoint, using common sense.

	Cost Estimate	Solution
Alternative 1	See Justification	Title **Elevation** **Description**
Alternative 2	See Justification	Title **Relocation** **Description**
Alternative 3	See Justification	Title **No Action** **Description**

Part V: Project Information, Continued

Project Justification

Use the space below to explain the reasoning behind choosing the proposed mitigation project over the alternative solutions listed on the previous page.

This property has experienced repetitive flooding due to changes in the natural watershed. Flash flood events deposit debris and soil that cause changes to the stream bed elevation. With each event the risk of flooding increases.
Federal restrictions regarding removal of debris from waterways in order to maintain the stream bed elevation ensures future flood events.

Elevation in this area of the natural watershed could create risks related to isolation of the property and possible emergency rescue of residents due to complications of isolation.

Relocation is cost prohibitive due to the 25% matching burden on the homeowner, including the requirement to maintain flood insurance on properties benefiting from federal funding.

This project proposes to acquire this property and dedicate the land to open space use as part of the county's ongoing flood mitigation efforts, thereby reducing the risk to life and property.

Part VI: Signatory and Attachments

Signatures

By signing below, I am agreeing that, to the best of my knowledge and belief, the data in this application and supporting documents are true and correct, and that willful misrepresentation may cause the application to be denied.

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Attachments

Check the box next to each article that has been included with this application:

- ☐ **Designation of Applicant Agent**
- ☐ **Assurances (FF 2016)**
- ☐ **Benefit-Cost Analysis**
- ☐ **Environmental Questionnaire**
- ☐ **Maps, Photos, Blueprints**
- ☐ **Engineering/hydrology**
- ☐ **Property Inventory Spreadsheet(s)**
- ☐ **Funds Commitment Letter**
- ☐ **DSRs, PWs**

Application

Hazard Mitigation Grant Program

FEMA-1888 -DR-AZ

January 2010 Buy Out: 201-14-018D

Project Name

Gila County

Sponsoring Agency

For State Use Only		
Date Received	**Application Type**	**Application Number**

Arizona Division of Emergency Management
5636 E McDowell Road, Phoenix, Arizona 85008-3495
(602) 464-6349 | 1-800-411-2336 | www.dem.azdema.gov

Return form to: allen.howard@azdema.gov,
Phone: (602) 464-6349 Fax: (602) 464-6538

Part I: Contact Information

Matt Bolinger	Debra L. Williams
Primary Contact	**Secondary Contact**
Director	Deputy Director
Title	**Title**
Gila County Emergency Management	Gila County Emergency Management
Agency	**Agency**
5515 S. Apache Ave., Suite 400	5515 S. Apache Ave., Suite 400
Address	**Address**
Globe, Gila, AZ 85501	Globe, Gila, AZ 85501
City, County, State, Zip Code	**City, County, State, Zip Code**
928-402-8764	928-402-8763
Phone Number	**Phone Number**
mbolinger@co.gila.az.us	dwilliams@co.gila.az.us
E-mail	**E-mail**

Part II: Community Information

Applicant Type: Local Government

197 W. Reno Dr.
Project Address

Tonto Basin, Gila, AZ 85553
City, County, State, Zip Code

33°51'54.5**W** 111°18'5.8 **N**
GPS Coordinates (Decimal Degrees)

Datum (coordinates must be in either WGS 84, NAD 83, or NAD 27)

Is this a small and impoverished community?

County Code **00000 H1**

FIPS Code 007

US Congressional District **1**

State Legislative District(s) 5

Part II: Community Information, Continued

Mitigation Plan Information

Does your state have a FEMA-approved multi-hazard mitigation plan?

Yes

Is your agency and/or project location covered by a FEMA-approved multi-hazard mitigation plan? (An approved mitigation plan is required in order to receive funding through this grant program.)

Yes

What is the name of the plan?

Gila County Multi-Hazard Mitigation Plan

When was the plan approved?

April 2006

Is the plan a single or multi-jurisdictional plan?

Multi-Jurisdictional

If the plan is not yet approved, when do you expect approval?

Use the space below to identify the goal(s), objective(s), and action(s) this project relates to in the plan.

Goal 5: Reduce the potential level of damage and losses to people, existing and future critical facilities/infrastructure and other community assets due to floods.
Objective 5.B Decrease vulnerability of community assets, especially critical facilities located in the 100 year flood plain.
Objective 5.D Maintain compliance with the National Flood Insurance Program (NFIP) requirements.
Action: Mitigate risk of loss of life and property in the most flood prone zones.

Part II: Community Information, Continued

Other Mitigation Efforts

Is the project area in a Firewise Community?

No

If yes, provide the Firewise Community Number.

Does the community/agency participate in the National Flood Insurance Program (NFIP)?

Yes

If so, when was the last Community Assistance Visit (CAV)? (month/year)

07/17/2008

Does the community participate in the Community Rating System (CRS)?

No **CRS Classification**

Has the community adopted building codes consistent with the International Building Code (IBC)? Yes

Has the community's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?

If yes, what is the rating?

Use the space below to enter the contact information for the Floodplain Administrator for the community.

Name: Darde DeRoulhac
Title: Floodplain Administrator
Agency: Gila Co Community Development
Address: 608 E. Hwy 260
City, State, Zip: Payson, AZ 85541
Phone: 928-474-1076
E-mail: dderoulhac@co.gila.az.us

Part III: Hazard Information

What hazard(s) will this project mitigate? Indicate the frequency and severity of each.

Hazard	Frequency			Severity		
	Low	Medium	High	Low	Medium	High
Flooding/Flash Flooding	☐	☐	☒	☐	☐	☒
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
If other, specify:	☐	☐	☐	☐	☐	☐

For flood mitigation projects, enter the following information below:

FIRM Panel Number	Date of FIRM	Flood Zone Designation
004007C1832D	12/04/2007	D

FIRM: Flood Insurance Rate Map

Describe the area where the mitigation project will be implemented (be sure to attach original maps, photos, and/or diagrams that clearly depict the project location).

See attached Standard Flood Hazard Determination document (15 pages)

Part III: Hazard Information, Continued

Risk Assessment

Describe the values at risk by number and/or type, including dollar figures (if available).	
People	2
Buildings	2 – Assessor 2010 Full Cash Value $39,274
Infrastructure	
Land	

Historical Damages

Date (month/year)	**Event**	**Brief Damage Description**	**Cost**
01/2010	Flash Flood	Runoff from the January 2010 storms caused flash flooding. Approximately 4 feet of mud and water flowed through the property and structures. The 2 structures were left with 4 inches of silt and mud inside. All of the fencing on the property was washed away by debris. Large amounts of driftwood were deposited on the property as well as 3-4 ft piles of silt.	Pending
Total Events	1	**Total Cost**	

Part IV: Financial

Cost Effectiveness

What is the benefit-cost ratio? (Attach the supporting BCA documentation.)	1.0
What is the net project cost? (See BCA.)	
What is the dollar amount of Damages Before Mitigation? (See BCA.)	
What is the dollar amount of Damages After Mitigation? (See BCA.)	
What is the dollar amount of potential future damage if the hazard is not mitigated? (Include any future costs not listed in the BCA.)	
Give details of any benefits not considered in the BCA (e.g., avoided future losses).	
Detailed report pending. BCA estimated to be at or greater than 1.0.	

BCA: Benefit-Cost Analysis

Part IV: Financial, Continued

Funding

Project Cost	Annual Maintenance Cost	Proposed Federal Share ($ and %)	Proposed Non-Federal Share ($ and %)
$81,501.75		$61,126.31	$20,375.44
		75 %	25 %

Matching Non-Federal Funds

Match Share Source	Source Agency Name	Funding Type	Amount	Date Available
General Funds	Gila County	In-Kind	$20,375.44	07/01/2011
		Total		
Use the space below to add any pertinent details not accounted for above.				

Be sure to include a letter that indicates the date the funds are available to be committed.

Part V: Project Information

Scope of Work

Describe the project, including what it entails and how it will address the problem being mitigated and how people and property at stake will be protected. (It may be useful to use a problem, tools, results format.)

Gila County Emergency Management proposes to purchase this property, demolish existing structures and return the land to open-space use. The intent of open-space acquisition from willing sellers is to maintain the property in perpetuity for uses compatible with open space, recreational, or wetlands management practices consistent with conservation of natural floodplain functions by recording deed restrictions consistent with the FEMA Model Deed Restriction.

The benefit of this mitigation action will be to prevent further risk to life and property in a natural, uncontrolled watershed.

Part V: Project Information, Continued

Estimated Project Timeline and Budget

Break down each action so that each separate cost can be documented. Contingency and administrative costs not allowed.			
Phase	**Duration**	**Itemized Action List**	**Cost**
1	6 months	Property Documentation: site assessment, appraisal, consultation regarding ongoing federal activities	$5000.00
2	12 months	Purchase offer, closing costs, legal fees	$51,502.00
3	3 months	Demolition plan, permitting and contracting	$5,000.00
4	3 months	Site Preparation	$5,000.00
5	6 months	Demolition, site restoration and stabilization	$15,000.00
Admin	60 Days	The Arizona Division of Emergency Management Mitigation Office reserves this time to perform the duties associated with administering the grant.	$0.00
Total		**Total Estimated Cost**	**$81,502.00**

Be sure to attach all relevant estimates, studies, drawings, blueprints, and preliminary engineering data, including hydrologic information, footprint, and elevations.

Part V: Project Information, Continued

Additional Questions

Does the project involve ground disturbance? Yes	**If yes, is it previously disturbed ground?** Yes
Use the space below to describe any potential ground disturbance involved in this project.	
2 structures will be demolished and debris removed from site. Grading of the site consistent with open-space use will be performed.	
Use the space below to describe any other projects in or near the project area that are related to this project.	
There are 2 other acquisition projects along the Tonto Creek.	
Is this project being funded in any part by other federal funding sources (e.g., Public Assistance (PA), Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS)? NO **If yes, describe below.**	
N/A	

Part V: Project Information, Continued

Additional Questions, Continued

Is there a deed restriction or permanent conservation easement on the property at the project site that would prohibit federal disaster funding? NO **If yes, describe below.**
N/A
List any Public Assistance (PA) project worksheets (PW) or disaster survey reports (DSR) that were completed at the project's location during disasters in the last ten (10) years.

Public Notice

Are you required to give public notice for this project? YES **If yes, attach the document of record, and provide point of contact information below. Document of Record pending Gila County Board of Supervisors approval to submit application.**	
Name: Matt Bolinger **Title:** Director **Agency:** Gila County Emergency Management **Phone:** 928-402-8764	**E-mail:** mbolinger@co.gila.az.us **Address:** 5515 S. Apache Ave., Suite 400 **City, Zip:** Globe, 85501

Part V: Project Information, Continued

Maintenance Plan

Use the space below to describe the maintenance plan, making sure to address the following questions:

- **What type of maintenance will be necessary?**
- **How often will the maintenance be necessary?**
- **Who will be responsible for performing the maintenance?**

Maintenance of open space property will be conducted in consideration of reducing wildfire/hazardous fuels for the protection of life and property adjacent to the project. Condition of the property will be monitored at least bi-annually, and maintenance coordinated by Gila County Emergency Management personnel as needed.

Part V: Project Information, Continued

Alternative Solutions

Describe three (3) alternative solutions to the proposed mitigation project, including a cost estimate. One alternative may be "no action." Alternatives must be reasonable and feasible from a technical and economic standpoint, using common sense.

	Cost Estimate	Solution
Alternative 1	See Justification	Title **Elevation** **Description**
Alternative 2	See Justification	Title **Relocation** **Description**
Alternative 3	See Justification	Title **No Action** **Description**

Part V: Project Information, Continued

Project Justification

Use the space below to explain the reasoning behind choosing the proposed mitigation project over the alternative solutions listed on the previous page.

This property has experienced repetitive flooding due to changes in the natural watershed. Flash flood events deposit debris and soil that cause changes to the stream bed elevation. With each event the path of flash flood flow changes, increasing the risk of flood damages.
Federal restrictions regarding removal of debris from waterways in order to maintain the stream bed elevation ensures future flood events.

Elevation in this area of the natural watershed could create risks related to isolation of the property and possible emergency rescue of residents due to complications of isolation.

Relocation is cost prohibitive due to the 25% matching burden on the homeowner, including the requirement to maintain flood insurance on properties benefiting from federal funding.

This project proposes to acquire this property and dedicate the land to open space use as part of the county's ongoing flood mitigation efforts, thereby reducing the risk to life and property.

Part VI: Signatory and Attachments

Signatures

By signing below, I am agreeing that, to the best of my knowledge and belief, the data in this application and supporting documents are true and correct, and that willful misrepresentation may cause the application to be denied.

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Attachments

Check the box next to each article that has been included with this application:

- ☐ **Designation of Applicant Agent**
- ☐ **Assurances (FF 2016)**
- ☐ **Benefit-Cost Analysis**
- ☐ **Environmental Questionnaire**
- ☐ **Maps, Photos, Blueprints**
- ☐ **Engineering/hydrology**
- ☐ **Property Inventory Spreadsheet(s)**
- ☐ **Funds Commitment Letter**
- ☐ **DSRs, PWs**

Application

Hazard Mitigation Grant Program

FEMA-1888 -DR-AZ

January 2010 Buy Out: 201-10-090

Project Name

Gila County

Sponsoring Agency

For State Use Only		
Date Received	**Application Type**	**Application Number**

Arizona Division of Emergency Management
5636 E McDowell Road, Phoenix, Arizona 85008-3495
(602) 464-6349 | 1-800-411-2336 | www.dem.azdema.gov

Return form to: allen.howard@azdema.gov,
Phone: (602) 464-6349 Fax: (602) 464-6538

Part I: Contact Information

Matt Bolinger	Debra L. Williams
Primary Contact	**Secondary Contact**
Director	Deputy Director
Title	**Title**
Gila County Emergency Management	Gila County Emergency Management
Agency	**Agency**
5515 S. Apache Ave., Suite 400	5515 S. Apache Ave., Suite 400
Address	**Address**
Globe, Gila, AZ 85501	Globe, Gila, AZ 85501
City, County, State, Zip Code	**City, County, State, Zip Code**
928-402-8764	928-402-8763
Phone Number	**Phone Number**
mbolinger@co.gila.az.us	dwilliams@co.gila.az.us
E-mail	**E-mail**

Part II: Community Information

Applicant Type: Local Government

155 W. Christopher Ln., Lot 41
Project Address

Tonto Basin, AZ 85553
City, County, State, Zip Code

33.623833 ° **W** 111.002194 ° **N**
GPS Coordinates (Decimal Degrees)

Datum (coordinates must be in either WGS 84, NAD 83, or NAD 27)

Is this a small and impoverished community?

County Code **00000 H1**

FIPS Code 007

US Congressional District **1**

State Legislative District(s) 5

Part II: Community Information, Continued

Mitigation Plan Information

Does your state have a FEMA-approved multi-hazard mitigation plan?

Yes

Is your agency and/or project location covered by a FEMA-approved multi-hazard mitigation plan? (An approved mitigation plan is required in order to receive funding through this grant program.)

Yes

What is the name of the plan?

Gila County Multi-Hazard Mitigation Plan

When was the plan approved?

April 2006

Is the plan a single or multi-jurisdictional plan?

Multi-Jurisdictional

If the plan is not yet approved, when do you expect approval?

Use the space below to identify the goal(s), objective(s), and action(s) this project relates to in the plan.

Goal 5: Reduce the potential level of damage and losses to people, existing and future critical facilities/infrastructure and other community assets due to floods.
Objective 5.B Decrease vulnerability of community assets, especially critical facilities located in the 100 year flood plain.
Objective 5.D Maintain compliance with the National Flood Insurance Program (NFIP) requirements.
Action: Mitigate risk of loss of life and property in the most flood prone zones.

Part II: Community Information, Continued

Other Mitigation Efforts

Is the project area in a Firewise Community?

No

If yes, provide the Firewise Community Number.

Does the community/agency participate in the National Flood Insurance Program (NFIP)?

Yes

If so, when was the last Community Assistance Visit (CAV)? (month/year)

07/17/2008

Does the community participate in the Community Rating System (CRS)?

No **CRS Classification**

Has the community adopted building codes consistent with the International Building Code (IBC)? Yes

Has the community's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?

If yes, what is the rating?

Use the space below to enter the contact information for the Floodplain Administrator for the community.

Name: Darde DeRoulhac
Title: Floodplain Administrator
Agency: Gila Co Community Development
Address: 608 E. Hwy 260
City, State, Zip: Payson, AZ 85541
Phone: 928-474-1076
E-mail: dderoulhac@co.gila.az.us

Part III: Hazard Information

What hazard(s) will this project mitigate? Indicate the frequency and severity of each.

Hazard	Frequency			Severity		
	Low	Medium	High	Low	Medium	High
Flooding/Flash Flooding	☐	☐	☒	☐	☐	☒
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
If other, specify:	☐	☐	☐	☐	☐	☐

For flood mitigation projects, enter the following information below:

FIRM Panel Number	Date of FIRM	Flood Zone Designation
04007C1209D	12/4/2007	AE

FIRM: Flood Insurance Rate Map

Describe the area where the mitigation project will be implemented (be sure to attach original maps, photos, and/or diagrams that clearly depict the project location).

See attached Standard Flood Hazard Determination document

Part III: Hazard Information, Continued

Risk Assessment

Describe the values at risk by number and/or type, including dollar figures (if available).	
People	2
Buildings	2 – Assessor 2010 Full Cash Value $58,027.00
Infrastructure	
Land	

Historical Damages

Date (month/year)	**Event**	**Brief Damage Description**	**Cost**
01/2008	Flash Flood	Information pending from homeowner	
01/2010	Flash Flood	Runoff from the January 2010 storms again caused flash flooding. Approximately 2 feet of mud and water flowed through the property and structures. A claim was paid in the amount of $8,800.00, to repair the skirting around the house, air conditioner and duct work, broken main water line, tipped over propane tank, and remove water and mud from well.	
Total Events	2	**Total Cost**	Info pending

Part IV: Financial

Cost Effectiveness

What is the benefit-cost ratio? (Attach the supporting BCA documentation.)	1.0
What is the net project cost? (See BCA.)	
What is the dollar amount of Damages Before Mitigation? (See BCA.)	
What is the dollar amount of Damages After Mitigation? (See BCA.)	
What is the dollar amount of potential future damage if the hazard is not mitigated? (Include any future costs not listed in the BCA.)	
Give details of any benefits not considered in the BCA (e.g., avoided future losses).	
Detailed report pending. BCA estimated to be at or greater than 1.0.	

BCA: Benefit-Cost Analysis

Part IV: Financial, Continued

Funding

Project Cost	Annual Maintenance Cost	Proposed Federal Share ($ and %)	Proposed Non-Federal Share ($ and %)
$107,287.13		$80,465.34	$26,821.78
		75 %	25 %

Matching Non-Federal Funds

Match Share Source	Source Agency Name	Funding Type	Amount	Date Available
General Funds	Gila County	In-Kind	$26,821.78	07/01/2011
		Total		
Use the space below to add any pertinent details not accounted for above.				

Be sure to include a letter that indicates the date the funds are available to be committed.

Part V: Project Information

Scope of Work

Describe the project, including what it entails and how it will address the problem being mitigated and how people and property at stake will be protected. (It may be useful to use a problem, tools, results format.)

This property is located in FEMA Flood Zone AE and has experienced repetitive flood damages. The property owners have provided a statement of voluntary participation in a property acquisition project.

Gila County Emergency Management proposes to purchase this property, demolish existing structures and return the land to open-space use. The intent of open-space acquisition from willing sellers is to maintain the property in perpetuity for uses compatible with open space, recreational, or wetlands management practices consistent with conservation of natural floodplain functions by recording deed restrictions consistent with the FEMA Model Deed Restriction.

The benefits of this mitigation action will be to prevent further risk to life and property in a natural, uncontrolled watershed.

Part V: Project Information, Continued

Estimated Project Timeline and Budget

Break down each action so that each separate cost can be documented. Contingency and administrative costs not allowed.			
Phase	**Duration**	**Itemized Action List**	**Cost**
1	6 months	Property Documentation: site assessment, appraisal, consultation regarding ongoing federal activities	$5,000.00
2	12 months	Purchase offer, closing costs, legal fees	$77,287.00
3	3 months	Demolition plan, permitting and contracting	$5,000.00
4	3 months	Site Preparation	$5,000.00
5	6 months	Demolition, site restoration and stabilization	$15,000.00
Admin	60 Days	The Arizona Division of Emergency Management Mitigation Office reserves this time to perform the duties associated with administering the grant.	$0.00
Total		**Total Estimated Cost**	**$107,287.00**

Be sure to attach all relevant estimates, studies, drawings, blueprints, and preliminary engineering data, including hydrologic information, footprint, and elevations.

Part V: Project Information, Continued

Additional Questions

Does the project involve ground disturbance? Yes	**If yes, is it previously disturbed ground?** Yes
Use the space below to describe any potential ground disturbance involved in this project.	
(1) Manufactured home, (1) 10 x 20 workshop block foundation wood frame, (1) 10 x 20 pantry block foundation wood frame, and (1) storage shed cement foundation wood frame that will be demolished and debris removed from site. Grading of the site consistent with open-space use will be performed.	
Use the space below to describe any other projects in or near the project area that are related to this project.	
There are no other projects in Lake Roosevelt Gardens subdivision; however there is 1 other acquisition project in Roosevelt Estates and 2 other acquisition projects along the Tonto Creek Area.	
Is this project being funded in any part by other federal funding sources (e.g., Public Assistance (PA), Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS)? NO **If yes, describe below.**	
N/A	

Part V: Project Information, Continued

Additional Questions, Continued

Is there a deed restriction or permanent conservation easement on the property at the project site that would prohibit federal disaster funding? NO **If yes, describe below.**
N/A
List any Public Assistance (PA) project worksheets (PW) or disaster survey reports (DSR) that were completed at the project's location during disasters in the last ten (10) years.

Public Notice

Are you required to give public notice for this project? YES **If yes, attach the document of record, and provide point of contact information below. Document of Record pending Gila County Board of Supervisors approval to submit application.**	
Name: Matt Bolinger **Title:** Director **Agency:** Gila County Emergency Management **Phone:** 928-402-8764	**E-mail:** mbolinger@co.gila.az.us **Address:** 5515 S. Apache Ave., Suite 400 **City, Zip:** Globe, 85501

Part V: Project Information, Continued

Maintenance Plan

Use the space below to describe the maintenance plan, making sure to address the following questions:

- **What type of maintenance will be necessary?**
- **How often will the maintenance be necessary?**
- **Who will be responsible for performing the maintenance?**

Maintenance of open space property will be conducted in consideration of reducing wildfire/hazardous fuels for the protection of life and property adjacent to the project. Condition of the property will be monitored at least bi-annually, and maintenance coordinated by Gila County Emergency Management personnel as needed.

Part V: Project Information, Continued

Alternative Solutions

Describe three (3) alternative solutions to the proposed mitigation project, including a cost estimate. One alternative may be "no action." Alternatives must be reasonable and feasible from a technical and economic standpoint, using common sense.

	Cost Estimate	Solution
Alternative 1	See Justification	Title **Elevation** **Description**
Alternative 2	See Justification	Title **Relocation** **Description**
Alternative 3		Title **No Action** **Description**

Part V: Project Information, Continued

Project Justification

Use the space below to explain the reasoning behind choosing the proposed mitigation project over the alternative solutions listed on the previous page.

This property has experienced repetitive flooding due to changes in the natural watershed. Flash flood events deposit debris and soil that cause changes to the stream bed elevation. With each event the risk of flooding increases.
Federal restrictions regarding removal of debris from waterways in order to maintain the stream bed elevation ensures future flood events.

Elevation in this area of the natural watershed could create risks related to isolation of the property and possible emergency rescue of residents due to complications of isolation.

Relocation is cost prohibitive due to the 25% matching burden on the homeowner, including the requirement to maintain flood insurance on properties benefiting from federal funding.

This project proposes to acquire this property and dedicate the land to open space use as part of the county's ongoing flood mitigation efforts, thereby reducing the risk to life and property.

Part VI: Signatory and Attachments

Signatures

By signing below, I am agreeing that, to the best of my knowledge and belief, the data in this application and supporting documents are true and correct, and that willful misrepresentation may cause the application to be denied.

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Attachments

Check the box next to each article that has been included with this application:

- ☐ **Designation of Applicant Agent**
- ☐ **Assurances (FF 2016)**
- ☐ **Benefit-Cost Analysis**
- ☐ **Environmental Questionnaire**
- ☐ **Maps, Photos, Blueprints**
- ☐ **Engineering/hydrology**
- ☐ **Property Inventory Spreadsheet(s)**
- ☐ **Funds Commitment Letter**
- ☐ **DSRs, PWs**

Regular Agenda Item Item #: 3- I

Regular BOS Meeting

Date: 01/04/2011

Submitted For: Matthew Bolinger, Epidemiologist/Emergency Mgt & Health Preparedness Div Dir

Submitted By: Debra Williams, Emergency Management

Department: Emergency Management Division: Emergency Services

Fiscal Year:	2011 or after	Budgeted?:	No
Contract Dates - Begin & End:	Begins on date of FEMA award ltr & ends 3 yrs after		
Grant?:	Yes		
Matching Requirement?:	Yes	Fund?:	New
Presenter's Name:	Matt Bolinger		

Information

Request/Subject

FEMA Mitigation Grant Application-Vertical Heights Road Repair Project

Background Information

As a result of rain and flooding in January 2010, Presidential Disaster Declaration #1888 authorized the FEMA Hazard Mitigation Grant Program (HMGP) to be administered by the State of Arizona Division of Emergency Management. The HMGP provides federal funding for projects that will: 1. reduce the effects of natural hazards and/or vulnerabilities and, 2. meet State and Federal mitigation goals. Funding is provided to eligible applicants competitively with a cost share of 75%-Federal; 25% Applicant. Applicants may use soft, or in-kind, costs to meet the 25% match.

Evaluation

During a heavy rainfall event in January 2010, a portion of County-maintained gravel surface road, Vertical Heights in Globe, Arizona, was subjected to extensive erosion of the existing roadway fill zone (north of the roadway centerline). This erosive condition resulted in slope and/or toe failure of the roadway embankment and a full land width portion of the roadway was lost. The previous two-lane gravel surface roadway is now reduced to a single lane that serves a portion of the area known as Vertical Heights, leaving no secondary access into the area. Unless a proper mitigation measure is installed, future damage to the roadway will result in limited or permanent loss of access. Traffic safety under the current condition should be considered hazardous.

Based on Gila County Public Works-Engineering conceptual analysis, two mitigation repair measures are currently being considered. Additional analyses including topographic survey and geotechnical study will be required to assist in determination of the final mitigation project.

Conclusion

A Project Solicitation form for this project was forwarded to the Arizona Division of Emergency Management for an estimated amount of $350,000.00 and an HMGP application was recommended. Should the final project reach the full $350,000.00 estimate, the 75% Federal share will be $262,500.00 and the 25% County share will be $87,500.00.

Project funding is available from the date of a FEMA award letter. Projects must be completed within 3 years. Matching funds may not be expended prior to the date of a FEMA award letter.

Recommendation

The Director of Health and Emergency Services recommends the Board of Supervisors authorize Emergency Management to submit an application in the amount of $350,000.00 for FEMA Hazard Mitigation Grant Program funding for the repair of Vertical Heights Road.

Suggested Motion

Information/Discussion/Action to authorize the Gila County Emergency Management Department approval to submit a FEMA Mitigation Grant Application-Vertical Heights Road Repair Project to the Arizona Division of Emergency Management for a grant request totalling $350,000. **(Matthew Bolinger)**

Attachments

Link: HMGP Application

Link: Funding Availability

Link: Location Map

Link: Picture1

Link: Picture2

Link: Picture3

Application

Hazard Mitigation Grant Program

FEMA-1660-DR-AZ

Vertical Heights Road Flood Erosion Repair

Project Name

Gila County

Sponsoring Agency

For State Use Only		
Date Received	**Application Type**	**Application Number**

Arizona Division of Emergency Management
5636 E McDowell Road, Phoenix, Arizona 85008-3495
(602) 244-0504 | 1-800-411-2336 | www.dem.azdema.gov

Return form to:HMGP Program Manager
Phone: (602) 231-6349 Fax: (602) 392-7538

Part I: Contact Information

Steve Sanders	Steve Stratton.
Primary Contact	**Secondary Contact**
Deputy Director	Director
Title	**Title**
Gila County Public Works Division	Gila County Public Works Divisiont
Agency	**Agency**
1400 East Ash Street	1400 East Ash Street
Address	**Address**
Globe, Gila, AZ 85501	Globe, Gila, AZ 85501
City, County, State, Zip Code	**City, County, State, Zip Code**
928-402-8531	928-402-8530
Phone Number	**Phone Number**
ssanders@co.gila.az.us	sstratton@co.gila.az.us
E-mail	**E-mail**

Part II: Community Information

Applicant Type: Government

Vertical Heights Roadway
Project Address

Unincorporated Area, Gila, AZ 85501
City, County, State, Zip Code

110.8183 **° W** 33.4258 **° N**
GPS Coordinates (Decimal Degrees)

Datum (coordinates must be in either WGS 84, NAD 83, or NAD 27)

WGS 84

Is this a small and impoverished community? No

County Code 007 Gila

FIPS Code 04 **DUNS Number** 147259191

US Congressional District 1

State Legislative District(s) 5

Part II: Community Information, Continued

Mitigation Plan Information

Does your state have a FEMA-approved multi-hazard mitigation plan?

Yes

Is your agency and/or project location covered by a FEMA-approved multi-hazard mitigation plan? (An approved mitigation plan is required in order to receive funding through this grant program.)

Yes

What is the name of the plan?

Gila County Multi-Hazard Mitigation Plan

When was the plan approved?

April 1, 2006

Is the plan a single or multi-jurisdictional plan?

Multi-jurisdictional

If the plan is not yet approved, when do you expect approval?

NA

Use the space below to identify the goal(s), objective(s), and action(s) this project relates to in the plan.

This project relates to Goal 2, Objective2.B "Promote partnerships among the federal, state, counties, local and tribal governments to identify, prioritize, and implement mitigation actions." Also Goal 10, Obj. 10.B "Protect life, improved property, and natural resources with vulnerability to the effects of other natural hazards." As identified in the summary of Mitigation strategies "Staff resources are available for the identification, development and implementation of mitigation measures with some overlap of expertise in the various categories. Financially, the County has the ability…to levy taxes for specific purposes."

Part II: Community Information, Continued

Other Mitigation Efforts

Is the project area in a Firewise Community?

No

If yes, provide the Firewise Community Number.

Does the community/agency participate in the National Flood Insurance Program (NFIP)?

Yes

If so, when was the last Community Assistance Visit (CAV)? (month/year)

Jul-10

Does the community participate in the Community Rating System (CRS)?

No **CRS Classification**

Has the community adopted building codes consistent with the International Building Code (IBC)? Yes

Has the community's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? No

If yes, what is the rating?

Use the space below to enter the contact information for the Floodplain Administrator for the community.

Name:	Darde de Rouhlac
Title:	Floodplain Administrator
Agency:	Gila County Public Works
Address:	1400 East Ash
City, State, Zip:	Globe, AZ 85501
Phone:	(928) 474-1076
E-mail:	dderoulhac@co.gila.az.us

Part III: Hazard Information

What hazard(s) will this project mitigate? Indicate the frequency and severity of each.

Hazard	Frequency			Severity		
	Low	Medium	High	Low	Medium	High
Slope Stability	☐	☒	☐	☐	☐	☒
Other	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
If other, specify: Traffic Safety	☐	☒	☐	☐	☐	☒

For flood mitigation projects, enter the following information below:

FIRM Panel Number	Date of FIRM	Flood Zone Designation

FIRM: Flood Insurance Rate Map

Describe the area where the mitigation project will be implemented (be sure to attach original maps, photos, and/or diagrams that clearly depict the project location).

The mitigation area is on Vertical Heights Road approximately 1,700 feet westerly from the intersection of Pinaleno Pass Road in the unincorporated area of Gila County. The mitigation area is approximately 400 feet north of the Globe City Boundary. See Part II above for GPS Coordinates.See the attached Location Map.

Part III: Hazard Information, Continued

Risk Assessment

Describe the values at risk by number and/or type, including dollar figures (if available).	
People	If the remaing roadway fails during an event then it is possible that a driver could be killed. The value of a human life per FHWA is currently $1.6 million.
Buildings	NA
Infrastructure	Remaining roadway at risk, valued at $200,000. The current traffic safety condition is hazardous.
Land	NA

Historical Damages

Date (month/year)	**Event**	**Brief Damage Description**	**Cost**
12/2010	Heavy rainfall	The width of the slope failure envelope is approximately 150 feet longitudinal with the roadway alignment and nearly 30 feet to the north of the edge of the previous roadway.	$400,000.00
Unknown	Heavy rainfall	The slope failed previously at some unknown point in time as there is evidence of attempted reapairs.	$20,000.00
Total Events	2	**Total Cost**	$420,000.00

Part IV: Financial

Cost Effectiveness

What is the benefit-cost ratio? (Attach the supporting BCA documentation.)	
What is the net project cost? (See BCA.)	
What is the dollar amount of Damages Before Mitigation? (See BCA.)	
What is the dollar amount of Damages After Mitigation? (See BCA.)	
What is the dollar amount of potential future damage if the hazard is not mitigated? (Include any future costs not listed in the BCA.)	

Give details of any benefits not considered in the BCA (e.g., avoided future losses).

If the slope stability issue is not adequately addressed the road will remain as a one-lane road with the failed slope still exposed. As such traffic safety is considered potentially hazardous and another heavy rainfall event may cause the remaing roadway to be lost. Therefore mitigation of this problem will result in benefits of avoiding future loss of roadway as well as improving traffic safety by removing a potentially hazardous condition.

BCA: Benefit-Cost Analysis

Part IV: Financial, Continued

Funding

Project Cost	Annual Maintenance Cost	Proposed Federal Share ($ and %)	Proposed Non-Federal Share ($ and %)
$350,000.00	$500.00	$262,500.00	$87,500.00
		75 %	25 %

Matching Non-Federal Funds

Match Share Source	Source Agency Name	Funding Type	Amount	Date Available
Applicant	Gila County	HURF	$87,500.00	Jan-10
		Total	**$87,500.00**	
Use the space below to add any pertinent details not accounted for above.				

Be sure to include a letter that indicates the date the funds are available to be committed.

Part V: Project Information

Scope of Work

Describe the project, including what it entails and how it will address the problem being mitigated and how people and property at stake will be protected. (It may be useful to use a problem, tools, results format.)

During a heavy rainfall event in January of 2010, a portion of a County maintained gravel surface road; Vertical Heights, was subjected to extensive erosion of the existing roadway fill zone (to the north of the roadway centerline). This erosive condition resulted in slope and/or toe failure of the roadway embankment and a full lane width portion of the roadway was lost. The previous two-lane gravel surface roadway is now reduced to a single lane that serves a portion of the area north of Globe, Arizona with no secondary access into the area available. The width of the failure envelope is approximately 150 feet longitudinal with the roadway alignment and nearly 30 feet to the north of the edge of the previous roadway.

Unless a proper mitigation measure is installed future damage to the roadway, resulting in limited and/or permanent loss of access will result. Traffic safety under the current condition should be considered hazardous.

Based on a conceptual analysis of the mitigation measures applicable to repair the damage two likely candidates exist: concrete retaining wall or mechanically stabilized earth (MSE) type system.

An initial examination of the concrete retaining wall option would employ a typical ADOT Concrete Retaining Wall per ADOT Standard Detail B-18.10 using a Case III approach (2:1 sloping backfill). The estimated height of this wall is 16 feet with a minimum wall thickness of 10 inches and an overall wall footing width of 12 feet. Additional analyses including a detailed topographic survey and geotechnical study will be required to evaluate all earthwork parameters before final design of the retaining wall or optional MSE system can be completed. The initial estimate of earthwork: 7,300 cubic yards of roadway excavation and 11,000 cubic yards of final roadway embankment. Reestablishment of the roadway drainage system will be required for this project to ensure roadway safety.

Part V: Project Information, Continued

Estimated Project Timeline and Budget

Break down each action so that each separate cost can be documented. Contingency and administrative costs not allowed.			
Phase	**Duration**	**Itemized Action List**	**Cost**
1	15 days	Complete topographic Survey	$4,000.00
2	30 days	Complete Preliminary Engineering and Alternatives Analysis	$18,000.00
3	45 days	Complete 100% Engineering Design	$13,000.00
4	15 days	Complete Bid Documents	$2,000.00
5	45 days	Advertise for Construction bids and award	$1,000.00
6	90 days	Construction Activities Occur	$310,000.00
7	15 days	Project As-builts and Close-out	$2,000.00
Admin	60 Days	The Arizona Division of Emergency Management Mitigation Office reserves this time to perform the duties associated with administering the grant.	$0.00
Total		**Total Estimated Cost**	**$350,000.00**

Be sure to attach all relevant estimates, studies, drawings, blueprints, and preliminary engineering data, including hydrologic information, footprint, and elevations.

Part V: Project Information, Continued

Additional Questions

Does the project involve ground disturbance? Yes	**If yes, is it previously disturbed ground?** Yes
Use the space below to describe any potential ground disturbance involved in this project.	
The failed slope,roadway and ditches will be re-established using fill and soil stabilization techniques.	
Use the space below to describe any other projects in or near the project area that are related to this project.	
None	
Is this project being funded in any part by other federal funding sources (e.g., Public Assistance (PA), Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS)? No **If yes, describe below.**	

Part V: Project Information, Continued

Additional Questions, Continued

Is there a deed restriction or permanent conservation easement on the property at the project site that would prohibit federal disaster funding? No **If yes, describe below.**
List any Public Assistance (PA) project worksheets (PW) or disaster survey reports (DSR) that were completed at the project's location during disasters in the last ten (10) years.
None

Public Notice

Are you required to give public notice for this project? No **If yes, attach the document of record, and provide point of contact information below.**	
Name: **Title:** **Agency:** **Phone:**	**E-mail:** **Address:** **City, Zip:**

Part V: Project Information, Continued

Maintenance Plan

Use the space below to describe the maintenance plan, making sure to address the following questions:

- **What type of maintenance will be necessary?**
- **How often will the maintenance be necessary?**
- **Who will be responsible for performing the maintenance?**

Monitoring of the roadway,ditch and slope repairs will be done by manual site inspection quarterly and/or after significant rainfall events. The inspection will be completed by Gila County Public Works Roadway Maintenance employees and if problems are observed then the Engineering Division will immediately be informed. If no problems are encountered then maintenance of the roadway will be performed by the Road crew via grading on a quarterly basis and/or after significant rainfall events. Maintenance of the Slope stability measures is not expected unles problems are observed via inspection.

Part V: Project Information, Continued

Alternative Solutions

Describe three (3) alternative solutions to the proposed mitigation project, including a cost estimate. One alternative may be "no action." Alternatives must be reasonable and feasible from a technical and economic standpoint, using common sense.

	Cost Estimate	Solution
Alternative 1	$1,750,000.00	Title **Property Buyout** **Description** Purchase all private property served by the roadway therefore negating the need for the roadway.Approximately 8 residences and 60 acres of land would need to be acquired.
Alternative 2	$750,000.00	Title **New Roadway Alignment** **Description** A new roadway alignment of approximately 2,000 linear feet involving new right of way acquisition, engineering and construction would be needed.
Alternative 3	$2,500,000.00	Title **No Action** **Description** The failed slope would continue to erode and the remaining one lane would be lost preventing any use of the road. Ultimately there would be no access to the properties north and east of the roadway causing abandonment or acquisition of them and/or the need for a new roadway alignment .

Part V: Project Information, Continued

Project Justification

Use the space below to explain the reasoning behind choosing the proposed mitigation project over the alternative solutions listed on the previous page.

Regarding Alternative 1 above the proposed slope stabilization repairs the roadway without acquisition of significant amounts private property which would take the properties off of the tax rolls as well requiring purchase funding. Thus the slope stabilty repair it is much cheaper and reasonable than forced relocation.

Regarding Alternative 2 above a new roadway would most likely require condemnation of right-of-way which is a lengthier process than making repairs within the existing right-of-way.A new alignment would also alter existing traffic patterns and redirect traffic into residential neighborhoods potentially creating increased traffic safety hazard levels within. The proposed slope stability solution is also cheaper.

Regarding Alternative 3 above the potential for loss of life is much higher than by implementing the slope stability repair.The loss of access issue would still have to be adressed via either property acquisition or a new roadway alignment therefore the proposed slope stability solution not only improves public safety but is much cheaper.

Part VI: Signatory and Attachments

Signatures

By signing below, I am agreeing that, to the best of my knowledge and belief, the data in this application and supporting documents are true and correct, and that willful misrepresentation may cause the application to be denied.

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Attachments

Check the box next to each article that has been included with this application:

- ☐ Designation of Applicant Agent
- ☐ Environmental Questionnaire
- ☐ Property Inventory Spreadsheet(s)
- ☐ Assurances (FF 2016)
- ☒ Maps, Photos, Blueprints
- ☒ Funds Commitment Letter
- ☐ Benefit-Cost Analysis
- ☐ Engineering/hydrology
- ☐ DSRs, PWs

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management

1400 East Ash Street
Globe, Arizona 85501
Phone (928) 425-3231 Ext. 8522
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

December 29, 2010

Lou Trammel, Director
Arizona Division of Emergency Management
5636 E McDowell Road
Phoenix, Arizona 85008-3495

Re: Vertical Heights Flood Erosion Repair Project Hazard Mitigation Grant Program Application

Dear Mr. Trammel,

Please be advised that Gila County has the 25% local cost share funds of $87,500 available for use on this project effective the date of this letter.

Please let me know if you have any questions or need further information.

Sincerely,

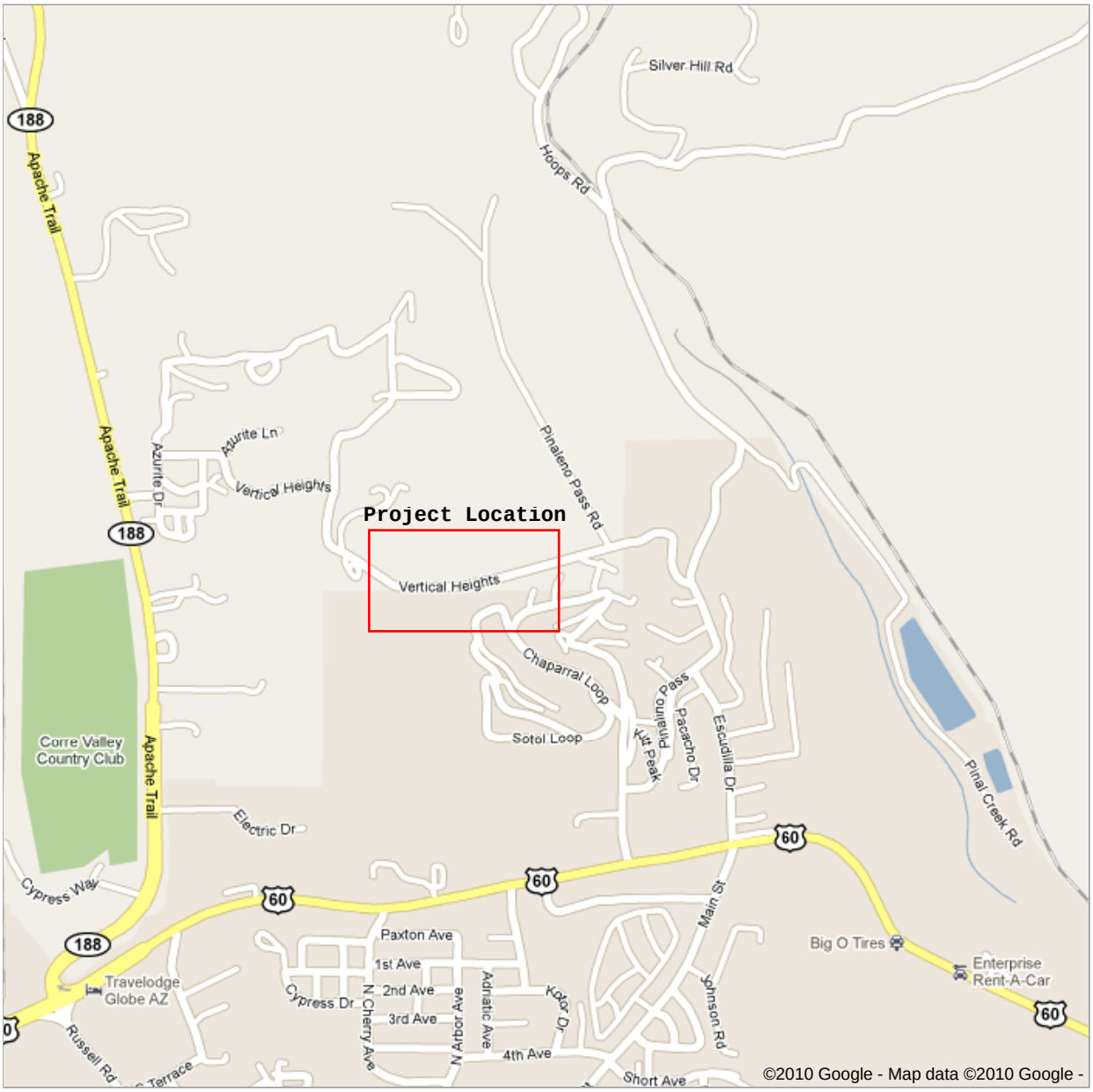
Steve Stratton
Director

Enclosures

cc: Don McDaniel, Gila County Manager
Michael Pastor, Gila County Board of Supervisors Chairman

Google maps

Get Google Maps on your phone
Text the word "GMAPS" to 466453



04.13.2010 15:18

04.13.2010 15:31

04.13.2010 15:32

Regular Agenda Item Item #: 3- J

Regular BOS Meeting

Date: 01/04/2011

Submitted For: Matthew Bolinger, Epidemiologist/Emergency Mgt & Health Preparedness Div Dir

Submitted By: Debra Williams, Emergency Management

Department: Emergency Management Division: Emergency Services

Fiscal Year:	2011 or after	Budgeted?:	No
Contract Dates - Begin & End:	Begins on date of FEMA award ltr & ends 3 yrs after		
Grant?:	Yes		
Matching Requirement?:	Yes	Fund?:	New
Presenter's Name:	Matthew Bolinger		

Information

Request/Subject

FEMA Mitigation Grant Application-Individual Flood Insurance and Mitigation Outreach Project

Background Information

As a result of rain and flooding in January 2010, Presidential Disaster Declaration #1888 authorized the FEMA Hazard Mitigation Grant Program (HMGP) to be administered by the State of Arizona Division of Emergency Management. The HMGP provides federal funding for projects that will: 1. reduce the effects of natural hazards and/or vulnerabilities and, 2. meet State and Federal mitigation goals. Funding is provided to eligible applicants competitively with a cost share of 75%-Federal; 25% Applicant. Applicants may use soft, or in-kind, costs to meet the 25% match.

Evaluation

Gila County Emergency Management proposes to initiate an education program that will provide information to residents living in identified flood risk areas. The scope of this project will include individual contact with residents living in the most flood prone areas of the County to provide information about the National Flood Insurance Program and possible flood mitigation projects related to their specific property. To accomplish this project we will submit an HMGP application to hire a Flood Mitigation Analyst for a period of 18 months. The standard application form is attached, however is not complete due to its educational nature.

Conclusion

The hire of personnel specifically dedicated to one-on-one public interface and outreach is anticipated to generate an increase in public knowledge, awareness and personal investment on how to best prepare for and reduce the risk of flood related damage on their property.

An HMGP award for this position would provide 75% federal match of $52,218.75 over an 18-month period. The 25% county match would be $17,406.25.

Project funding is available from the date of a FEMA award letter. Projects must be completed within 3 years. Matching funds may not be expended prior to the date of a FEMA award letter.

Recommendation

The Director of Health and Emergency Services recommends the Board of Supervisors authorize Emergency Management to submit an application for FEMA Hazard Mitigation Grant Program funding for the hire of a Flood Mitigation Analyst for total wages of $69,625.00 over an 18-month period.

Suggested Motion

Information/Discussion/Action to authorize the Gila County Emergency Management Department to submit a FEMA Mitigation Grant Application-Individual Flood Insurance and Mitigation Outreach Project to the Arizona Division of Emergency Management for FEMA Hazard Mitigation Grant Program funding in the amount of $69,625 for the hire of a Flood Mitigation Analyst for an 18-month period. **(Matthew Bolinger)**

Attachments

Link: HMGP Application

Application

Hazard Mitigation Grant Program

FEMA-1888 -DR-AZ

Individual Flood Insurance and Mitigation Outreach

Project Name

Gila County

Sponsoring Agency

For State Use Only		
Date Received	**Application Type**	**Application Number**

Arizona Division of Emergency Management
5636 E McDowell Road, Phoenix, Arizona 85008-3495
(602) 464-6349 | 1-800-411-2336 | www.dem.azdema.gov

Aug 2010

Return form to: allen.howard@azdema.gov,
Phone: (602) 464-6349 Fax: (602) 464-6538

Part I: Contact Information

Matt Bolinger	Debra L. Williams
Primary Contact	**Secondary Contact**
Director	Deputy Director
Title	**Title**
Gila County Emergency Management	Gila County Emergency Management
Agency	**Agency**
5515 S. Apache Ave., Suite 400	5515 S. Apache Ave., Suite 400
Address	**Address**
Globe, Gila, AZ 85501	Globe, Gila, AZ 85501
City, County, State, Zip Code	**City, County, State, Zip Code**
928-402-8764	928-402-8763
Phone Number	**Phone Number**
mbolinger@co.gila.az.us	dwilliams@co.gila.az.us
E-mail	**E-mail**

Part II: Community Information

Applicant Type: Local Government

5515 S. Apache Ave., Suite 400
Project Address

Globe, Gila, AZ 85501
City, County, State, Zip Code

° W **° N**
GPS Coordinates (Decimal Degrees)

Datum (coordinates must be in either WGS 84, NAD 83, or NAD 27)

Is this a small and impoverished community?

County Code **000000 H1**

FIPS Code 007

US Congressional District 1

State Legislative District(s) 5

Part II: Community Information, Continued

Mitigation Plan Information

Does your state have a FEMA-approved multi-hazard mitigation plan?

Yes

Is your agency and/or project location covered by a FEMA-approved multi-hazard mitigation plan? (An approved mitigation plan is required in order to receive funding through this grant program.)

Yes

What is the name of the plan?

Gila County Multi-Jurisdictional Hazard Mitigation Plan

When was the plan approved?

April 2006

Is the plan a single or multi-jurisdictional plan?

Multi-Jurisdictional

If the plan is not yet approved, when do you expect approval?

Use the space below to identify the goal(s), objective(s), and action(s) this project relates to in the plan.

Goal 2: Promote public understanding, support and involvement for hazard mitigation.
Objective 2.A: Educate the public to increase awareness of hazards and opportunities for mitigation actions.
Objective 2.C: Promote hazard mitigation in the business, residential and agricultural community.
Objective 2.D: Monitor and publicize the effectiveness of mitigation actions implemented community wide.

Part II: Community Information, Continued

Other Mitigation Efforts

Is the project area in a Firewise Community?

No

If yes, provide the Firewise Community Number.

Does the community/agency participate in the National Flood Insurance Program (NFIP)?

Yes

If so, when was the last Community Assistance Visit (CAV)? (month/year)

07/17/2008

Does the community participate in the Community Rating System (CRS)?

NO **CRS Classification**

Has the community adopted building codes consistent with the International Building Code (IBC)? YES

Has the community's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? **No**

If yes, what is the rating?

Use the space below to enter the contact information for the Floodplain Administrator for the community.

Name:	Darde DeRoulhac
Title:	Floodplain Administrator
Agency:	Gila Co Community Development
Address:	608 E. Hwy 260
City, State, Zip:	Payson, AZ 85541
Phone:	928-474-1076
E-mail:	dderoulhac@co.gila.az.us

Part III: Hazard Information

What hazard(s) will this project mitigate? Indicate the frequency and severity of each.

Hazard	Frequency			Severity		
	Low	Medium	High	Low	Medium	High
Flooding/Flash Flooding	☐	☐	☒	☐	☐	☒
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
If other, specify:	☐	☐	☐	☐	☐	☐

For flood mitigation projects, enter the following information below:

FIRM Panel Number	Date of FIRM	Flood Zone Designation

FIRM: Flood Insurance Rate Map

Describe the area where the mitigation project will be implemented (be sure to attach original maps, photos, and/or diagrams that clearly depict the project location).

This project will encompass Gila County as a whole with concentration on homes located in FEMA AE flood zones. Attached: FEMA FIRM Gila County, Arizona and Incorporated Areas.

Part III: Hazard Information, Continued

Risk Assessment

Describe the values at risk by number and/or type, including dollar figures (if available).	
People	
Buildings	
Infrastructure	
Land	

Historical Damages

Date (month/year)	**Event**	**Brief Damage Description**	**Cost**
Total Events		**Total Cost**	

Part IV: Financial

Cost Effectiveness

What is the benefit-cost ratio? (Attach the supporting BCA documentation.)	
What is the net project cost? (See BCA.)	
What is the dollar amount of Damages Before Mitigation? (See BCA.)	
What is the dollar amount of Damages After Mitigation? (See BCA.)	
What is the dollar amount of potential future damage if the hazard is not mitigated? (Include any future costs not listed in the BCA.)	
Give details of any benefits not considered in the BCA (e.g., avoided future losses).	

BCA: Benefit-Cost Analysis

Part IV: Financial, Continued

Funding

Project Cost	Annual Maintenance Cost	Proposed Federal Share ($ and %)	Proposed Non-Federal Share ($ and %)
$69,625	0	$52,218.75	$17,406.25
		75 %	25 %

Matching Non-Federal Funds

Match Share Source	Source Agency Name	Funding Type	Amount	Date Available
General Funds	Gila County	Cash	$17,406.25	07/01/2011
		Total		
Use the space below to add any pertinent details not accounted for above.				

Be sure to include a letter that indicates the date the funds are available to be committed.

Part V: Project Information

Scope of Work

Describe the project, including what it entails and how it will address the problem being mitigated and how people and property at stake will be protected. (It may be useful to use a problem, tools, results format.)

An estimated 2/3 of Gila County residents live on or near a FEMA mapped floodplain. Approximately 99% of those residents do not participate in the National Flood Insurance Program (NFIP). Many do not think they qualify for or cannot purchase flood insurance. Each year winter storms and monsoon rain causes erosion of washes, streams and drainages, sediment from runoff and floodwaters gets redistributed and water flow continuously finds new pathways.

In order to effectively educate the public about the potentially serious consequences of natural water flow events, Gila County Emergency Management will hire 1 employee who will analyze structure locations in relation to FEMA mapped floodplains, determine what mitigation measures may be beneficial for individuals and communities and develop ways to disseminate that information either directly or through public information channels.

The desired results of this type of specific analysis and information dissemination will be for county residents to understand the purpose of the NFIP, realize a significant increase in NFIP participants, especially in the highest risk flood zones, and to identify relevant flood mitigation projects for pre-disaster development.

Part V: Project Information, Continued

Estimated Project Timeline and Budget

Break down each action so that each separate cost can be documented. Contingency and administrative costs not allowed.			
Phase	**Duration**	**Itemized Action List**	**Cost**
1	21 months	Performance of Scope of Work	$69,625.00
Admin	60 Days	The Arizona Division of Emergency Management Mitigation Office reserves this time to perform the duties associated with administering the grant.	$0.00
Total		**Total Estimated Cost**	

Be sure to attach all relevant estimates, studies, drawings, blueprints, and preliminary engineering data, including hydrologic information, footprint, and elevations.

Part V: Project Information, Continued

Additional Questions

Does the project involve ground disturbance? NO	**If yes, is it previously disturbed ground?** N/A
Use the space below to describe any potential ground disturbance involved in this project.	
N/A	
Use the space below to describe any other projects in or near the project area that are related to this project.	
N/A	
Is this project being funded in any part by other federal funding sources (e.g., Public Assistance (PA), Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS)? NO **If yes, describe below.**	
N/A	

Part V: Project Information, Continued

Additional Questions, Continued

Is there a deed restriction or permanent conservation easement on the property at the project site that would prohibit federal disaster funding? N/A **If yes, describe below.**
N/A
List any Public Assistance (PA) project worksheets (PW) or disaster survey reports (DSR) that were completed at the project's location during disasters in the last ten (10) years.

Public Notice

Are you required to give public notice for this project? **Yes** **If yes, attach the document of record, and provide point of contact information below.**	
Name: Debra L. Williams **Title:** Deputy Director **Agency:** Gila County Emergency Management **Phone:** 928-402-8763	**E-mail:** dwilliams@co.gila.az.us **Address:** 5515 S. Apache Ave., Suite 400 **City, Zip:** Globe, AZ 85501

Part V: Project Information, Continued

Maintenance Plan

Use the space below to describe the maintenance plan, making sure to address the following questions: • **What type of maintenance will be necessary?** • **How often will the maintenance be necessary?** • **Who will be responsible for performing the maintenance?**
N/A

Part V: Project Information, Continued

Alternative Solutions

Describe three (3) alternative solutions to the proposed mitigation project, including a cost estimate. One alternative may be "no action." Alternatives must be reasonable and feasible from a technical and economic standpoint, using common sense.

	Cost Estimate	Solution
Alternative 1		Title **No Action** **Description**
Alternative 2		Title **Description**
Alternative 3		Title **Description**

Part V: Project Information, Continued

Project Justification

Use the space below to explain the reasoning behind choosing the proposed mitigation project over the alternative solutions listed on the previous page.

Part VI: Signatory and Attachments

Signatures

By signing below, I am agreeing that, to the best of my knowledge and belief, the data in this application and supporting documents are true and correct, and that willful misrepresentation may cause the application to be denied.

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Attachments

Check the box next to each article that has been included with this application:

- ☒ **Designation of Applicant Agent**
- ☐ **Assurances (FF 2016)**
- ☐ **Benefit-Cost Analysis**
- ☐ **Environmental Questionnaire**
- ☒ **Maps, Photos, Blueprints**
- ☐ **Engineering/hydrology**
- ☐ **Property Inventory Spreadsheet(s)**
- ☒ **Funds Commitment Letter**
- ☒ **DSRs, PWs**

Regular Agenda Item Item #: 3- K

Regular BOS Meeting

Date: 01/04/2011

Submitted For: Matthew Bolinger, Epidemiologist/Emergency Mgt & Health Preparedness Div Dir

Submitted By: Debra Williams, Emergency Management

Department: Emergency Management Division: Emergency Services

Fiscal Year:	2011 and after	Budgeted?:	No
Contract Dates - Begin & End:	Begins on date of FEMA award ltr; ends 3 yrs after		
Grant?:	Yes		
Matching Requirement?:	Yes	Fund?:	New
Presenter's Name:	Matthew Bolinger		

Information

Request/Subject

FEMA Mitigation Grant Application-Elevation Project

Background Information

As a result of rain and flooding in January 2010, Presidential Disaster Declaration #1888 authorized the FEMA Hazard Mitigation Grant Program (HMGP) to be administered by the State of Arizona Division of Emergency Management. The HMGP provides federal funding for projects that will: 1. reduce the effects of natural hazards and/or vulnerabilities and, 2. meet State and Federal mitigation goals, which can include private properties.

Funding is provided to eligible applicants competitively with a cost share of 75%-Federal; 25% Applicant. Applicants may use soft or in-kind costs to meet the 25% match.

Evaluation

Mr. & Mrs. Roy Goodwin of Tonto Basin acquired a 24' x 60' manufactured home and placed the home on their existing property. The Goodwin property is currently located in FEMA Flood Zone AE-areas subject to inundation by 1-percent-annual-chance flood event. The home in question currently does not meet FEMA or Gila County Floodplain management codes.

To date, estimates for work needed to elevate the home to code compliance are approximately $50,000.00. The Goodwins have reported their sole income to be Social Security Disability and payment to accomplish code compliance represents a severe financial burden.

The cost share for this project will be Federal 75% (estimated $37,500.00) and non-Federal 25% (estimated $12,500.00). Due to the nature of this mitigation project, the owners, as beneficiaries of federal mitigation funds, must provide the non-Federal 25% match requirement. Proof of Funding for the match will be required prior to any recommendation to the Board of Supervisors to accept a mitigation grant awarded as a result of this application. Due to the complexities of the application process the homeowners could have several years to establish the matching funds prior an award.

Additionally, the property is subject to the following deed restrictions: Owners of a structure elevated with funding from the HMGP must maintain an NFIP policy for the life of the structure; use of the structure's ground floor must be maintained as open space, and any ground flood structure must be NFIP compliant. A sample model deed restriction is attached.

Conclusion

Emergency Management is develping an application on behalf of the Goodwins for assistance under the FEMA Hazard Mitigation Grant Program for several reasons. An HMGP is only available after a federally declared disaster and the program can provide funds for homeowners who did not have a National Flood Insurance Program policy in place at the time of the declared disaster. There is no other federal mitigation program that provides this opportunity. The last federally declared disaster that triggered a Hazard Mitigation Grant Program that included Gila County was in 2005.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors authorize Emergency Management to submit an application for FEMA Mitigation Grant Application-Elevation Project funding in the amount of $50,000.

Suggested Motion

Information/Discussion/Action to authorize the Gila County Emergency Management Department to submit a FEMA Mitigation Grant Application-Elevation Project to the Arizona Division of Emergency Management for Hazard Mitigation Grant Program funding in the amount of $50,000. **(Matthew Bolinger)**

Attachments

Link: HMGP 1888 Fact Sheet

Link: AE Zone Firmette

Link: Standard Flood Hazard Determination

Link: Sample Deed Restriction

Link: Goodwin Elevation Project Grant Application

FACT SHEET

HAZARD MITIGATION GRANT PROGRAM

Arizona Division of Emergency Management

As a result of Presidential Disaster Declaration **#1888**, the State of Arizona will be administering the Hazard Mitigation Grant Program (HMGP). Section 404 of Public Law 93-288 authorizes this program, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act. It is one part of a package of federal disaster assistance made available to eligible applicants and is **separate from the Public Assistance repair and restoration program.**

PURPOSE OF THE PROGRAM:

HMGP is a program that funds projects that will reduce the effects of natural hazards and/or vulnerability to future disaster damage. Unlike the Federal Emergency Management Agency's (FEMA's) more familiar disaster assistance programs that help pay for the permanent repair and restoration of existing facilities, the HMGP goes beyond simply fixing the damage. The HMGP will, within the limits of state and federal guidelines, help fund a wide range of **new projects that reduce hazard vulnerability and the potential of damage from natural hazards.**

ELIGIBLE APPLICANTS:

Entities listed below are eligible to apply for HMGP funding directly through the State (tribes apply through FEMA):

State Government	Registered Nonprofit Organizations	Indian Tribes
Local Governments	Publicly Owned Special Districts	

Priority is given to counties in the declared area. Individuals must be sponsored by a local government. (Applicants must be jurisdictions that are participating in, and in good standing with, the National Flood Insurance Program [NFIP] or located in an NFIP community.)

FUNDING CONSTRAINTS:

The grants will be made available to eligible applicants on a competitive basis and will be on the following cost share: 75% - Federal; 25% - Applicant. Applicants may use a soft match. The total amount for the HMGP is limited and based on the cost of the disaster. All proposals will be evaluated against state and federal program criteria. Some of the general criteria are listed below.

PROJECT ELIGIBILITY:

To be eligible to receive funds, projects must:

- Be cost-effective and substantially reduce the risk of future damages caused by natural disasters.
- Be the most practical, effective, and environmentally sound alternative after you have considered a range of options.
- Solve a problem independently or be a part of a larger project that solves a problem. You must be able to demonstrate the entire project will be completed.
- Projects that merely identify or analyze hazards or problems are not eligible, such as flood mapping and studies.
- A FEMA approved all hazards mitigation plan under the rules of the Disaster Mitigation Act of 2000.

STATE MITIGATION GOALS:

- Save Lives and Reduce Public Exposure to Risk.
- Reduce or Prevent Damage to Public and Private Property.
- Reduce Adverse Environmental or Natural Resource Impacts.
- Reduce the Financial Impact on Public Agencies and Society.

DUE DATES

- Project Solicitations: **June 30, 2010** Notice of Intent: **November 1, 2010** Application: **January 1, 2011**
- Applications will be mailed out to projects that pass the initial eligibility criteria outlined on the Notice of Intent.

Allen Howard-Stidham, MGP Manager
AZ Division of Emergency Management
5636 E. McDowell Rd, Phoenix, AZ 85008-3495
Phone: (602) 464-6349 **Fax**: (602) 464-6538
Email: allen.howard@azdema.gov

urance is available in this community, contact your insurance agen
Program at 1-800-638-6620.

MAP SCALE 1" = 500'

METERS
150 0 150 300

NFIP

PANEL 1206D

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
GILA COUNTY, ARIZONA
AND INCORPORATED AREAS

PANEL 1206 OF 2595
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

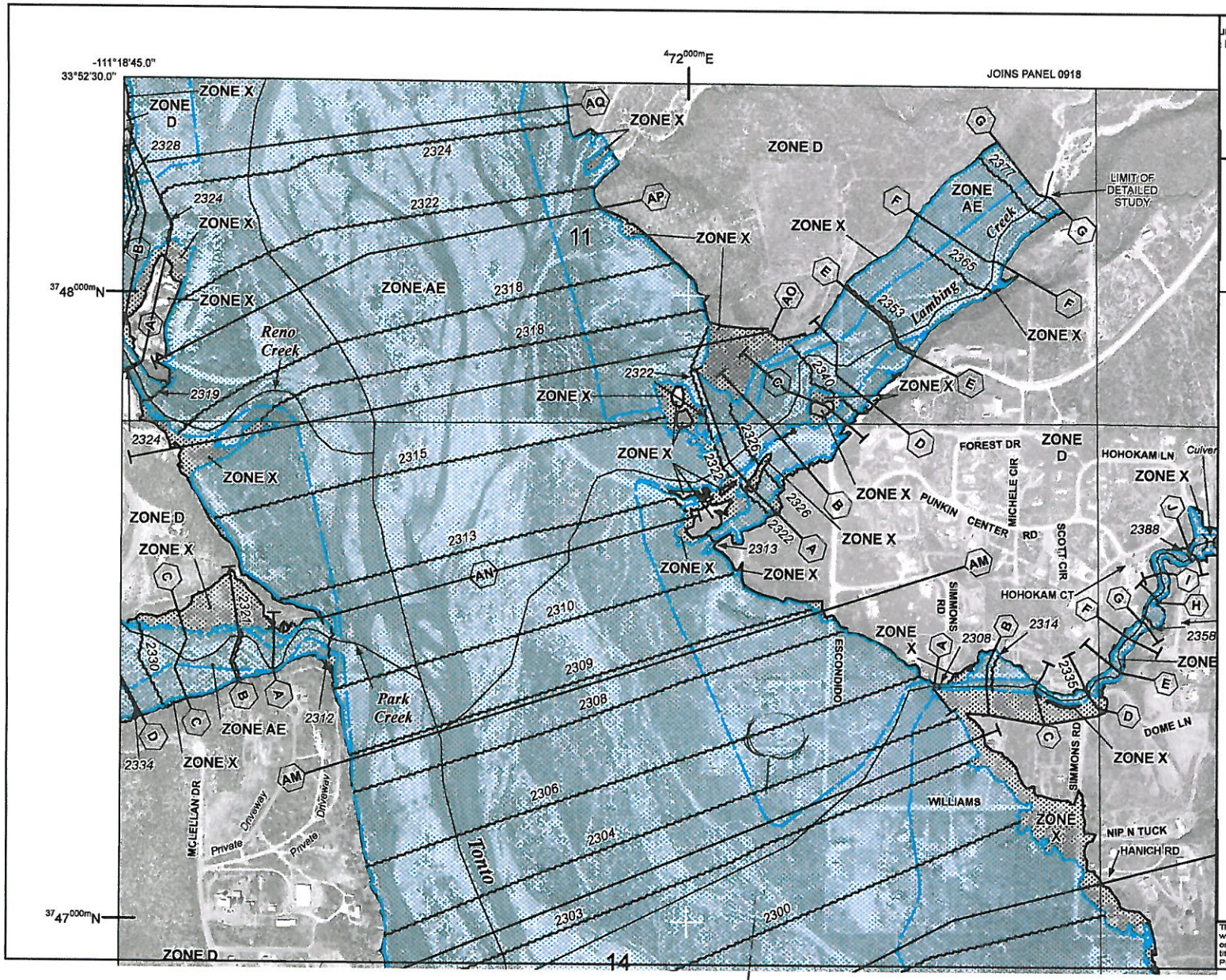
COMMUNITY	NUMBER	PANEL	SUFFIX
GILA COUNTY UNINCORPORATED AREAS	040028	1206	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
04007C1206D

EFFECTIVE DATE
DECEMBER 04, 2007

Federal Emergency Management Agency



This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Goodwin Property

Report **A**

GILA COUNTY, ARIZONA

STANDARD FLOOD HAZARD DETERMINATION

Gila County Replacement for FEMA Form 81-93 OMB No. 3067-0264

GILA COUNTY ASSESSOR'S PARCEL NUMBER: 201-14-018C

VALID AFTER 05/15/2008

FOR BUILDING PURPOSES ONLY

NOT FOR INSURANCE OR REAL ESTATE DISCLOSURE PURPOSES

(DIFFERENT REGULATIONS APPLY TO INSURANCE AND REAL ESTATE DISCLOSURES THAN FOR CONSTRUCTION)

FEMA Flood Maps are available at www.fema.gov. For more local information see the Gila County site at www.gilaflood.info.

PERMIT-RELATED INFORMATION

(to be completed by Gila County)

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
Gila County	Gila	AZ	040028

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community Name, if not the same as "A")	2. NFIP Map Panel Effective/Revised Date	3. LOMA/LOMR	4. Flood Zone	5. No NFIP Map
04007C 1206 D	December 4, 2007	___ yes ___ date		

C. FEDERAL FLOOD INSURANCE AVAILABILITY *(Check all that apply)*

1. X Federal Flood Insurance is available (Community participates in NFIP). X Regular Program

D. DETERMINATION

		YES		NO
1. IS *PARCEL*/BUILDING/MOBILE HOME IN A SPECIAL FLOOD HAZARD AREA (Either a "Regulatory Floodplain" on a FEMA Flood Insurance Rate Map or adopted by Gila County as an "Administrative Floodplain") ? If flood zone in B4 begins with an "A", flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.		✓		✓
1a. IF D1 IS "YES", IS PARCEL/BUILDING/MOBILE HOME *IN A FLOODWAY*?			✓	
1b. IF PARCEL IS WITHIN AN AREA FOR WHICH THE F.I.R.M. SHOWS ELEVATIONS, ***B.F.E.*** =	2305	DATUM USED IS: NAVD 1988		
2. IS *PARCEL* IN AND/OR NEAR AN UNMAPPED WATERCOURSE REGULATED BY GILA COUNTY through the Grading and Drainage Ordinance? NFIP Flood Insurance is NOT affected by whether this is "yes" or "no" (for permitting purposes only).			✓	
2b. Elevation of lowest floor above the flowline of the adjacent watercourse, in feet				
2c. Erosion setback from nearest top of bank, in feet				

- IF any 'YES', is checked, THEN a Floodplain Use Permit (FPUP), Floodplain Clearance, or Grading/Drainage Permit *IS REQUIRED BEFORE PLAN SUBMITTAL FOR A BUILDING or SEPTIC PERMIT.*
- IF all are 'NO', PLANS MAY BE SUBMITTED FOR A BUILDING PERMIT.

This report provides only basic information.

E. COMMENTS *(Optional):*

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the parcel/building/mobile home on the NFIP map. This determination is for the parcel of land unless a site plan is attached showing the building location and comments are included in Section E stating that this determination is for a building/mobile home only. If any part of the parcel lies within the special flood hazard area or area regulated by the Gila County Floodplain Management Ordinance, the parcel is shown as within such an area. A building site on the parcel may be determined to be outside of the special flood hazard area upon review of a site plan, which is not necessarily reflected in this determination. **This determination is an interpretation of public information provided as a courtesy by Gila County. All users of this information are responsible for the verification of this interpretation for their needs.** Gila County assumes no liability for the accuracy of the information provided on this document, or appropriateness / completeness of this level of information for a particular purpose. More detailed information and other requirements may be needed prior to construction in a floodplain.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (Select One below)

Gila County Comm Dev	Gila County Comm Dev	Gila County Flood Ctrl
1400 E. Ash St	680 East State Highway 260	107 W. Frontier St. Suite A
GLOBE, AZ 85501	PAYSON, AZ 85541	PAYSON, AZ 85541
928-425-3231, ext 8508	928-474-9276	928-474-1076

DATE OF DETERMINATION: 12/10/2009

PREPARED BY (STAFF SIGNATURE):

GCFCD SFHD FORM April 2009

Model Acknowledgement of Conditions For Mitigation of Property in a Special Flood Hazard Area With FEMA Grant Funds

Property Owner _____

Street Address _____

City , State Zip Code _____

Deed dated _____, Recorded _____

Tax map _____, block _____, parcel _____

Base Flood Elevation at the site is _____ feet (NGVD).

Map Panel Number _____, effective date _____

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;

ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;

iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and

iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF _____

A _____ municipal corporation

By: _____

[Name, Title]

of the City/County of _____

&

_____

[Name of Property Owner]

WITNESSED BY:

_____

[Name of Witness]

[SEAL]

Notary Public

Application

Hazard Mitigation Grant Program

FEMA-1888 -DR-AZ

Elevation/Goodwin

Project Name

Gila County

Sponsoring Agency

For State Use Only		
Date Received	**Application Type**	**Application Number**

Arizona Division of Emergency Management
5636 E McDowell Road, Phoenix, Arizona 85008-3495
(602) 464-6349 | 1-800-411-2336 | www.dem.azdema.gov

Return form to: allen.howard@azdema.gov,
Phone: (602) 464-6349 Fax: (602) 464-6538

Part I: Contact Information

Matt Bolinger	Debra L. Williams
Primary Contact	**Secondary Contact**
Director	Deputy Director
Title	**Title**
Gila County Emergency Management	Gila County Emergency Management
Agency	**Agency**
5515 S. Apache Ave., Suite 400	5515 S. Apache Ave., Suite 400
Address	**Address**
Globe, Gila, AZ 85501	Globe, Gila, AZ 85501
City, County, State, Zip Code	**City, County, State, Zip Code**
928-402-8764	928-402-8763
Phone Number	**Phone Number**
mbolinger@co.gila.az.us	dwilliams@co.gila.az.us
E-mail	**E-mail**

Part II: Community Information

Applicant Type: Local Government

202 Ash St., Lot 77B
Project Address

Roosevelt, Gila, AZ 85545
City, County, State, Zip Code

33.623833 ° **W** 111.002194 ° **N**
GPS Coordinates (Decimal Degrees)

Datum (coordinates must be in either WGS 84, NAD 83, or NAD 27)

Is this a small and impoverished community?

County Code **00000 H1**

FIPS Code 007

US Congressional District **1**

State Legislative District(s) 5

Part II: Community Information, Continued

Mitigation Plan Information

Does your state have a FEMA-approved multi-hazard mitigation plan?

Yes

Is your agency and/or project location covered by a FEMA-approved multi-hazard mitigation plan? (An approved mitigation plan is required in order to receive funding through this grant program.)

Yes

What is the name of the plan?

Gila County Multi-Hazard Mitigation Plan

When was the plan approved?

April 2006

Is the plan a single or multi-jurisdictional plan?

Multi-Jurisdictional

If the plan is not yet approved, when do you expect approval?

Use the space below to identify the goal(s), objective(s), and action(s) this project relates to in the plan.

Goal 5: Reduce the potential level of damage and losses to people, existing and future critical facilities/infrastructure and other community assets due to floods.
Objective 5. B Decrease vulnerability of community assets, especially critical facilities located in the 100 year flood plain.
Objective 5.D Maintain compliance with the National Flood Insurance Program (NFIP) requirements.
Acton: mitigate risk of loss of life and property in the most flood prone zones.

Part II: Community Information, Continued

Other Mitigation Efforts

Is the project area in a Firewise Community?

No

If yes, provide the Firewise Community Number.

Does the community/agency participate in the National Flood Insurance Program (NFIP)?

Yes

If so, when was the last Community Assistance Visit (CAV)? (month/year)

07/17/2008

Does the community participate in the Community Rating System (CRS)?

No **CRS Classification**

Has the community adopted building codes consistent with the International Building Code (IBC)? Yes

Has the community's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? No

If yes, what is the rating?

Use the space below to enter the contact information for the Floodplain Administrator for the community.

Name:	Darde DeRoulhac
Title:	Floodplain Administrator
Agency:	Gila Co Community Development
Address:	608 E. Hwy 260
City, State, Zip:	Payson, AZ 85541
Phone:	928-474-1076
E-mail:	dderoulhac@co.gila.az.us

Part III: Hazard Information

What hazard(s) will this project mitigate? Indicate the frequency and severity of each.

Hazard	Frequency			Severity		
	Low	Medium	High	Low	Medium	High
Flooding/Flash Flooding	☐	☐	☒	☐	☐	☒
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
If other, specify:	☐	☐	☐	☐	☐	☐

For flood mitigation projects, enter the following information below:

FIRM Panel Number	Date of FIRM	Flood Zone Designation
04007C 1206D	12/04/2007	AE

FIRM: Flood Insurance Rate Map

Describe the area where the mitigation project will be implemented (be sure to attach original maps, photos, and/or diagrams that clearly depict the project location).

See attached:
Standard Flood Hazard Determination document
AE Zone Firmette for this property

Part III: Hazard Information, Continued

Risk Assessment

Describe the values at risk by number and/or type, including dollar figures (if available).	
People	2
Buildings	2 – Assessor 2010 Full Cash Value $51,674.00
Infrastructure	
Land	

Historical Damages

Date (month/year)	**Event**	**Brief Damage Description**	**Cost**
09/2003	Flash Flood	Homeowner information pending	
01/2010	Flash Flood	Homeowner information pending	
Total Events	2	**Total Cost**	

Part IV: Financial

Cost Effectiveness

What is the benefit-cost ratio? (Attach the supporting BCA documentation.)	1.0
What is the net project cost? (See BCA.)	
What is the dollar amount of Damages Before Mitigation? (See BCA.)	
What is the dollar amount of Damages After Mitigation? (See BCA.)	
What is the dollar amount of potential future damage if the hazard is not mitigated? (Include any future costs not listed in the BCA.)	
Give details of any benefits not considered in the BCA (e.g., avoided future losses).	
Detailed report pending. BCA estimated to be at or greater than 1.0.	

BCA: Benefit-Cost Analysis

Part IV: Financial, Continued

Funding

Project Cost	Annual Maintenance Cost	Proposed Federal Share ($ and %)	Proposed Non-Federal Share ($ and %)
$50,000.00		$37,500.00	$12,500.00
		75 %	25 %

Matching Non-Federal Funds

Match Share Source	Source Agency Name	Funding Type	Amount	Date Available
Property Owner	Goodwin	Cash	$12,500.00	Date of FEMA award
		Total		

Use the space below to add any pertinent details not accounted for above.

The cost share for this project will be Federal 75% (est. $37,500.00) and applicant 25% (est. $12,500.00). Because this is a private property and the Goodwin's will be directly gaining benefit from the project the homeowner will have to provide proof of funds by the date of a FEMA grant award and prior to acceptance of the award by the Gila County Board of Supervisors.

Be sure to include a letter that indicates the date the funds are available to be committed.

Part V: Project Information

Scope of Work

Describe the project, including what it entails and how it will address the problem being mitigated and how people and property at stake will be protected. (It may be useful to use a problem, tools, results format.)

This property is located in a FEMA AE Flood Zone along the Tonto Creek. During the past 15 years, changes to the path of flood waters has encroached on the property and now represent imminent danger to loss of life and property during annual winter storm events. The property owners have expressed a desire to maintain ownership of their home and property, however the home must be elevated to become compliant with FEMA and Gila County Flood Plain management code.

Elevation will be completed according to Gila County Building Codes and NFIP codes and standards so that the first floor elevation is one foot above the base flood elevation. The final elevation and technique will be determined by a qualified engineer.

Maintenance of this project will include deed restrictions regarding structure compliance with NFIP and mandatory NFIP policy coverage.

Part V: Project Information, Continued

Estimated Project Timeline and Budget

Break down each action so that each separate cost can be documented. Contingency and administrative costs not allowed.			
Phase	**Duration**	**Itemized Action List**	**Cost**
1	3 months	Elevation plan development	
2	6 months	Surveys and permitting	
3	3 months	Legal documents and fees	
4	6 months	Temporary tenant relocation	
5	6 months	Elevation	
6	1 month	Inspection	
Admin	60 Days	The Arizona Division of Emergency Management Mitigation Office reserves this time to perform the duties associated with administering the grant.	$0.00
Total	**27 months**	**Total Estimated Cost**	**$50,000.00**

Be sure to attach all relevant estimates, studies, drawings, blueprints, and preliminary engineering data, including hydrologic information, footprint, and elevations.

Part V: Project Information, Continued

Additional Questions

Does the project involve ground disturbance? Yes	**If yes, is it previously disturbed ground?** Yes
Use the space below to describe any potential ground disturbance involved in this project.	
Ground disturbance will include construction of elevation structure. Previous disturbance performed during structure installation.	
Use the space below to describe any other projects in or near the project area that are related to this project.	
One (1) HMGP project for open space acquisition is proposed on the property directly west of this property.	
Is this project being funded in any part by other federal funding sources (e.g., Public Assistance (PA), Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS)? NO **If yes, describe below.**	
N/A	

Part V: Project Information, Continued

Additional Questions, Continued

Is there a deed restriction or permanent conservation easement on the property at the project site that would prohibit federal disaster funding? NO **If yes, describe below.**
A deed restriction will be added stating this project was improved with federal funds and must be NFIP insured. Pending flood plain compliance.
List any Public Assistance (PA) project worksheets (PW) or disaster survey reports (DSR) that were completed at the project's location during disasters in the last ten (10) years.

Public Notice

Are you required to give public notice for this project? YES **If yes, attach the document of record, and provide point of contact information below. Document of Record pending Gila County Board of Supervisors approval to submit application.**	
Name: Matt Bolinger **Title:** Director **Agency:** Gila County Emergency Management **Phone:** 928-402-8764	**E-mail:** mbolinger@co.gila.az.us **Address:** 5515 S. Apache Ave., Suite 400 **City, Zip:** Globe, 85501

Part V: Project Information, Continued

Maintenance Plan

Use the space below to describe the maintenance plan, making sure to address the following questions:

- **What type of maintenance will be necessary?**
- **How often will the maintenance be necessary?**
- **Who will be responsible for performing the maintenance?**

Acquisition and maintenance of NFIP policy for the life of the property. County Flood Plain compliance inspection will occur annually.

Part V: Project Information, Continued

Alternative Solutions

Describe three (3) alternative solutions to the proposed mitigation project, including a cost estimate. One alternative may be "no action." Alternatives must be reasonable and feasible from a technical and economic standpoint, using common sense.

	Cost Estimate	Solution
Alternative 1	See Justification	Title **Acquisition** **Description**
Alternative 2	See Justification	Title **Relocation** **Description**
Alternative 3	See Justification	Title **No Action** **Description**

Part V: Project Information, Continued

Project Justification

Use the space below to explain the reasoning behind choosing the proposed mitigation project over the alternative solutions listed on the previous page.
The benefits of elevation for this property include compliance with FEMA and Gila County Floodplain Management Code by reducing the flood risk to life and property. It also allows this homeowner to maintain a quality of life that could not be duplicated by relocation or due to financial restrictions.

Part VI: Signatory and Attachments

Signatures

By signing below, I am agreeing that, to the best of my knowledge and belief, the data in this application and supporting documents are true and correct, and that willful misrepresentation may cause the application to be denied.

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Signature of Applicant or Designee	Date

Attachments

Check the box next to each article that has been included with this application:

- ☐ **Designation of Applicant Agent**
- ☐ **Assurances (FF 2016)**
- ☐ **Benefit-Cost Analysis**
- ☐ **Environmental Questionnaire**
- ☐ **Maps, Photos, Blueprints**
- ☐ **Engineering/hydrology**
- ☐ **Property Inventory Spreadsheet(s)**
- ☐ **Funds Commitment Letter**
- ☐ **DSRs, PWs**

Item #: 3- L

Regular BOS Meeting
Date: 01/04/2011

Submitted For:	Marian Sheppard, Chief Deputy Clerk, BOS
Submitted By:	Marian Sheppard, Clerk of the Board of Supervisors
Department:	Clerk of the Board of Supervisors
Presenter's Name:	Marian Sheppard

Information

Request/Subject

Disclosure of Conflicts of Interest Policy annual reminder.

Background Information

On December 13, 2005, the Board of Supervisors adopted policy number BOS-4-2005 - DISCLOSURE OF CONFLICTS OF INTEREST. This policy applies to all public officers and employees of Gila County. This policy was adopted in accordance with Arizona Revised Statutes 38-501 and 38-511. Arizona law requires that any Gila County officer or employee who has, or whose relative has, a substantial interest in any contract, sale, purchase, service or decision of Gila County to make the interest known in the County's official records; and to refrain from any participation in an official capacity in the contract, sale, purchase, service or decision. (A.R.S. § 38-501 et seq.). Employee includes all persons employed on a full-time, part-time and contract basis.

The object of conflict of interest statutes is to remove or limit the possibility of personal influence which might bear upon an official's decision.

Evaluation

Section III-Elected Official or Departmental Responsibility states "Note: Each year during the first regularly scheduled meeting of the Board of Supervisors, the Chief Deputy Clerk of the Board of Supervisors will remind each elected official and division director to communicate this policy to their employees."

Conclusion

It is appropriate at this time for the Chief Deputy Clerk to issue this reminder to all elected officials and division heads to remind their employees of this countywide policy.

Recommendation

The Chief Deputy Clerk of the Board of Supervisors (BOS) recommends that this reminder be provided during the first regularly scheduled BOS meeting of 2011 in accordance with Gila County policy number BOS-4-2005..

Suggested Motion

Presentation of information related to Gila County Policy No. BOS-4-2005, Disclosure of Conflicts of Interest, with a reminder to each elected official and division/department director to communicate said policy to their employees. **(Marian Sheppard)**

Attachments

Link: Policy BOS-4-2005

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page
Policy for Disclosure of Conflicts of Interest	BOS-4-2005	1 of 4

I. Purpose

The purpose of this policy is to ensure compliance with A.R.S. § 38-501 and 38-511. It is designed to preserve and promote the integrity of the workplace through individual departmental procedures. This policy applies to all public officers and employees of Gila County.

II. Conflicts of Interest

A. General Requirements and Objective

Arizona law requires that any Gila County officer or employee who has, or whose relative has, a substantial interest in any contract, sale, purchase, service or decision of Gila County to make the interest known in the County's official records; and to refrain from any participation in an official capacity in the contract, sale, purchase, service or decision. (A.R.S. § 38-501 *et seq.*). Employee includes all persons employed on a full-time, part-time and contract basis.

The object of conflict of interest statutes is to remove or limit the possibility of personal influence which might bear upon an official's decision.

B. Relative

Relative includes spouse, child, child's child, parents, grandparents, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse. A substantial interest of a relative is considered a substantial interest of the employee.

C. Substantial Interest

A substantial interest is any interest that confers a pecuniary (monetary) or proprietary (ownership) interest, either direct or indirect, which is not a remote interest. Any substantial interest of an employee or an employee's relative must be disclosed by the employee, who must also refrain from participating in any manner in the relevant contract, purchase, or decision.

D. Remote Interest Defined

Remote interests do not need to be disclosed and do not prevent participation in an official capacity because they are not considered significant enough to influence a public decision maker. Remote interests are:

1. employee or employee's relative is a non-salaried officer of a non-profit corporation

2. employee or employee's relative is a landlord or tenant of a contracting party

3. employee or employee's relative is an attorney of a contracting party

4. employee or employee's relative is a member of a non-profit cooperative marketing association

5. employee or employee's relative owns less than 3 percent of the shares for a for-profit corporation, provided the total annual income from dividends, including the value of stock dividends, from the corporation does not exceed 5 percent of the total family income of the official or employee, and other payments from the corporation to the person do not exceed an additional 5 percent of his/her total family income

6. employee or employee's relative is reimbursed for actual and necessary expenses incurred in the performance of official business

7. employee or employee's relative is a recipient of public services generally available to the public

8. employee or employee's relative is a public officer or employee of another public agency unless the action of that agency would confer a direct economic benefit or detriment upon the employee or employee's family

9. employee or employee's relative is a member of a trade, business, occupation or professional association or class of persons consisting of at least 10 members whose interest is no greater than the interest of any other members of that or similar groups

E. Responsibilities of Employees

Any employee who has, or whose relative has, a substantial interest in any contract, sale, purchase, service or decision of Gila County shall promptly do two things:

1. make known that interest in the files maintained by the Chief Deputy Clerk of the Board of Supervisors; and

2. refrain from voting or participating in the employee's official capacity in any manner in the contract, sale, purchase, service or decision.

F. Appearance of Impropriety and the Gila County Standards of Conduct Policy

It is important to recognize that the appearance of a conflict of interest may also damage public trust and confidence in local government and may impair Gila County's ability to conduct its legitimate operations. For this reason, employees are required to scrutinize their actions to avoid situations where their official acts appear to affect their own or their relatives' private or business interests. All County employees must adhere to Gila County's Merit System Rules and Policies – Rule 6 – Standards of Conduct.

III. Elected Official or Departmental Responsibility

Each elected official or department shall develop and implement a departmental procedure requiring employees to give notice of potential conflicts of interest. The departmental procedure shall delineate the means of giving notice and department-specific criteria or requirements. The attached Notice of a Substantial Interest in a Gila County Contract, Sale, Purchase, Service, or Decision form shall be used. (See Attachment A)

Note: Each year during the first regularly scheduled meeting of the Board of Supervisors, the Chief Deputy Clerk of the Board of Supervisors will remind each elected official and division director to communicate this policy to their employees.

IV. Violations

Violations of A.R.S. §38-501 *et. seq.*, this policy or departmental procedures shall be handled in accordance with the Gila County Merit System Rules and Policies. Employees who violate A.R.S. §38-501 *et. seq.*, may also be subject to criminal prosecution and forfeiture of employment, as provided by law.

Adopted by the Gila County Board of Supervisors on the 13th day of December 2005.

Attachment A

NOTICE OF A SUBSTANTIAL INTEREST IN A GILA COUNTY CONTRACT, SALE, PURCHASE, SERVICE, OR DECISION

Date _____

Department _____

Employee/Officer _____

Title _____

Pursuant to ARS § 38-503,_____, hereinafter Employee/officer hereby makes known a substantial interest in a contract, sale, purchase, service or decision of Gila County. The substantial interest is described below.

(Attach additional documentation if necessary.)

☐ Employee/officer has pecuniary or propriety interest in a County contract, sale, purchase, service or decision as follows:

_____
_____
_____
_____

☐ Employee/officer's relative, _____, who is the employee/officer's

_____child
_____child's spouse
_____grandchild
_____spouse of grandchild
_____parent
_____spouse of parent
_____child of a spouse

_____grandparent
_____spouse of grandparent
_____spouse
_____brother-in-law or sister-in-law
_____mother-in-law or father-in-law
_____brother or sister or half-brother or half-sister

has a pecuniary or propriety interest in a County contract, sale, purchase, service or decision as follows:

_____
_____
_____
_____

Signed the _____day of _____20__

_____
Employee/Officer

Received by:

_____
Name and Title

_____
Signature Date

Dated: December 13, 2005/Revised January 11, 2006

Attachment A Instructions

INSTRUCTIONS FOR NOTICE OF A SUBSTANTIAL INTEREST IN A GILA COUNTY CONTRACT, SALE, PURCHASE, SERVICE, OR DECISION FORM

Employees interested in filing a notice of substantial interest in a contract, sale, purchase, service or decision of Gila County should be asked the following three questions:

(1) Will the decision have an impact, either positive or negative, on an interest of the County employee or relative?

(2) Is the interest pecuniary (monetary) or proprietary (ownership)? Philosophical or political interest or beliefs, even though affected by a decision do not bring the conflict of interest into play.

(3) Is the interest **other than one** statutorily defined as a remote interest?

Statutory remote interests are:

- Non-salaried officer of a non-profit corporation
- Landlord or tenant of a contracting party
- Attorney of a contracting party
- Member of a non-profit cooperative marketing association
- Insignificant stock ownership
- Reimbursement of expenses incurred on duty
- Recipient of public services available to all
- Employee or relative of another public agency unless there is a direct benefit on the employee or relative
- Class interest where there are more than 10 members of the class and all members have equal interest

Refer to Clerk of the Board Policy – DISCLOSURE OF CONFLICTS OF INTEREST for a more complete description of these remote interests.

If the answer to all three questions is yes then the employee must complete the Notice of a Substantial Interest Form.

The form is to be filed in the Chief Deputy Clerk of the Board of Supervisors' conflict of interest file and maintained as a public record.

Dated: December 13, 2005

Consent Agenda Item Item #: 4- A

Regular BOS Meeting

Date: 01/04/2011

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Valrie Bejarano, Public Works Division

Department: Public Works Division Division: Roads

Fiscal Year: FY 2010-2011 Budgeted?: Yes

Contract Dates - Begin & End: Dec. 18, 2010, to Dec. 17, 2011

Grant?: No

Matching Requirement?: No Fund?: Renewal

Presenter's Name:

Information

Request/Subject

Amendment No. 1 to Contract No. 050709-1 Chips and ABC for the Copper Region to extend the contract for one year.

Background Information

Effective August 17, 2009 Gila County and CEMEX entered into a contract whereby CEMEX provides 3/8" chips and ABC to various locations in the Copper Region of Gila County. The contract expires on December 17, 2010. Amendment No. 1 will extend that date to December 17, 2011.

Evaluation

Per Section 2.2 of Contract 050709-1, the County shall have the right, at its sole option, to renew the contract for chips and ABC for two additional one-year periods. This would be the first of the two years. All terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

Conclusion

The Consolidated Roads Department requires chips and ABC in order to maintain roads in Gila County. Extending Contract 050709-1 with CEMEX would provide these products for the Copper Region for one more year.

Recommendation

The Public Works Division recommends the Board of Supervisors approve the extension of contract 050709-1 chips and ABC Copper Region to December 17, 2011.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 050709-1 between Gila County and CEMEX to extend the Contract, per Section 2.2, from the period December 18, 2010, to December 17, 2011; and to provide for the purchase of 3/8" chips and ABC, all of which are used in the Copper Region of Gila County.

Attachments

Link: Amendment #1 050709-1

Link: Contract 050709-1

Tommie C. Martin, District I Supervisor
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8511

Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext.8761

Joseph Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

CONTRACT NO. 050709-1

CHIPS and AB
COPPER REGION

AMENDMENT #1

Effective August 17, 2009, Gila County and CEMEX entered into a contract whereby CEMEX agreed to provide 3/8" Chips and ABC to various locations in the Copper Region of Gila County for a sixteen (16) month period. Per Section 2.2 of the Contract, the County shall have the right, at its sole option, to renew the Contract for two (2) additional one (1) year periods.

Amendment No. 1 will allow the Contract period to be extended for a one (1) year period from December 17, 2010 to December 17, 2011.

All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2010.

CONTRACT NO. 050709-1 CHIPS and ABC COPPER REGION
AMENDMENT #1

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

CEMEX

_____
Supplier Signature

MARIO REYES
Print Name

CHIPS, AB, & ASPHALT

BID NO. 050709-1

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Shirley L. Dawson, Chairman
Tommie C. Martin, Vice Chairman
Michael A. Pastor, Member

County Manager / Clerk of the Board
Steven L. Besich

Public Works Director
Steve Stratton

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GILA COUNTY
REQUEST FOR PROPOSALS
BID NO. 050709-1 CHIPS, AB & ASPHALT

Notice is hereby given that Gila County is requesting proposals from qualified Supplier(s) to provide Chips, AB, & Asphalt as specified for the Gila County Public Works Division.

SUBMITTAL DUE DATE: **2:00 P.M., Local AZ Time, Thursday, June ~~11~~ 18 2007**

RETURN PROPOSAL TO: **GILA COUNTY PUBLIC WORKS**
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposal received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Public Works Division at 928-402-8612 and are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Sealed Proposal should be directed to, Brent Cline, Consolidated Roads Manager, (928)402-8526

Questions regarding the general terms and conditions of this Request for Sealed Proposals and Professional Services Contract should be directed to, Valrie Bejarano, (928)402-8612.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Arizona Silver Belt Advertisement Dates: **~~May 27~~ June 3 and June ~~3~~ 10, 2009**

Signed: _____ Date: 5 / 13 / 2009
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Deputy Clerk Date: 6 / 2 / 09
FOR Steven L. Besich, County Manager / Clerk of the Board

GENERAL SCOPE OF WORK

It is the intent of this Request for Proposals to establish a contract for a supplier(s) to furnish Chips, AB, and Asphalt to the Public Works Division at various locations for the Copper and Timber Regions of Gila County.

All specifications, and terms and conditions, under the Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C") Pages 14 through 19 and Price Sheet page 26.

The County may choose to award this Request for Proposals to one or more supplier(s) depending on what is deemed to be in the best interest of Gila County.

INSTRUCTIONS TO SUPPLIERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO SUPPLIERS AND EXHIBIT "B", SUPPLIERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS

Preparation of Sealed Proposals

A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and suppliers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposal's package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.

Instructions to Suppliers continued.....

D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the RFP shall be listed on the proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all suppliers in the following manner:

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 32 (the numbers of which shall be filled in on the Proposal Form).
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a proposal being rejected as non-responsive.

Inquires

A. Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the suppliers(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Instructions to Suppliers continued.....

B. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Proposals

Any Proposal received later than the date and time specified on notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any supplier submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

Instructions to Suppliers continued.....

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "REQUEST FOR PROPOSAL" with Proposal Title "CHIPS, AB, & ASPHALT", Contract Number, "050709-1", Date "JUNE 18, 2009", and Time "2:00 PM/MST" of Proposal opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:

        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible supplier(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposals will be reviewed by the Gila County Board of Supervisors.

5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

General Terms and Conditions continued.....

Protests

Only other Suppliers who have submitted a bid proposal have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" SUPPLIER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Supplier, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Supplier's signature(s) appearing on page 33, Suppliers OFFER PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 24-25.

General Terms and Conditions continued.....

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Supplier hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Supplier in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Supplier; however, any substantial non-conformity in the offer, as determined by the Gila County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Supplier relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Supplier or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Supplier.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Supplier.

General Terms and Conditions continued.....

Contract Default

A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Supplier(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Supplier under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Supplier.

Cancellation of County Contracts

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

General Terms and Conditions continued.....

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Supplier(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Supplier(s) for acting or failing to act as in any of the following:

1. In the opinion of the County, Supplier fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Supplier attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Supplier fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Supplier fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Supplier will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Supplier at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General Terms and Conditions continued.....

Proposal Evaluation Process

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Supplier submitting this request.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

Exhibit "C" Minimum Specifications – Product Specifications

Purpose

It is the intent of Gila County to establish, by this Request for Proposals, the contract for a Supplier(s) to provide Chips, AB, and Asphalt.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.** Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.

1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Supplier shall review its Proposal submission to assure the following requirements are met.

1.5.1 One (1) original and two (2) copies with original signatures of all submissions is MANDATORY.

Minimum Specifications continued.....

1.5.2 Qualification and Certification Forms, (page 24 & 25)

1.5.3 Price Sheet, (page 26)

1.5.4 References, (page 27)

1.5.5 No Collusion in Bidding, (page 28)

1.5.6 Intentions for Subcontracting, (page 29)

1.5.7 Anti-Terrorism Warranty, (page 30)

1.5.8 Legal Arizona Workers Act Compliance, (page 31)

1.5.9 Checklist and Addenda Acknowledgment, (page 32)

1.5.10 Agreement page, MANDATORY (Attachment page 33-34)

SECTION 2.0

Proposal Pricing

2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0.* Supplier shall incorporate all profit and discount into their price.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, page 26, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

Minimum Specifications continued.....

SECTION 3.0

Price Adjustments

3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:

3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month proposals are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:

3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.

3.2.3 Sample of formula as follows:

($ amount change in ADOT index) X (% of bituminous material) + (amount bid)

3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

Minimum Specifications continued.....

SECTION 4.0

Ordering

4.1 Ordering

4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the County during the term of this contract.

4.1.2 Material Supplier shall be given advance notice of material order as needed by Gila County.

4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Request for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

4.1.4 TESTING: The awarded Material Supplier is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material Supplier to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

4.2 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier – Supplier shall retain title and control of all goods until they are picked-up.

4.3 MATERIAL MEASURES AND PRICING ADJUSTMENTS: The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Supplier or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the source. Suppliers shall provide certified weight tickets for all picked-up quantities.

Minimum Specifications continued.....

4.3.1 Cancellation: Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful Supplier or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions.

SECTION 5.0

Product Specifications – Minimum Specifications: Bid No. 050709-1 Chips, AB, and Asphalt

The Supplier shall provide a source of Cover Material as described in the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction as stated in Section 404-2.02.© Aggregate Materials.

The aggregate material will be sampled for acceptance in the final stockpile before incorporation into the work. The aggregate material will be considered to be acceptable when the test values for the specified cover material characteristic are within the specified limits. Test values will be provided by the Supplier upon request.

Asphalt

M.A.G. Specifications; 710, Table 710-1; Oil Content is 5.1

AB

ADOT Specifications, Class II

Chips

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliches, synthetic materials, organic matter or foreign substances.

Minimum Specifications continued.....

The grade shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201.

Minimum Specifications – Chips (Arizona Test Method 201)	
Sieve Size	**Percent Passing**
3.8	100
No. 4	0 - 25
No. 8	0 - 5
No. 200	0 – 2.0

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following Requirements.

- Maximum loss of nine percent (9%) at one-hundred (100) revolutions.
- Maximum loss of forty percent (40%) at five-hundred (500) revolutions.

Percent of carbonates in aggregate shall be a maximum of thirty (30) when tested in accordance with the requirements of Arizona Test Method 238.

Percent of fractured coarse aggregate particles shall be a minimum of seventy (70) when tested in accordance with the requirements of Arizona Test Method 212.

Flakiness Index shall be a maximum of twenty-five (25) when tested in accordance with the requirements of Arizona Test Method 233.

Bulk Oven Dry Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with the requirements of Arizona Test Method 210.

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

The Supplier agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Supplier to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Supplier will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Supplier agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Supplier for the County.

INSURANCE REQUIREMENTS:

Supplier and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Supplier, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Supplier shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

Insurance Provisions continued.....

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier, including automobiles owned, leased, hired or borrowed by the Supplier".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Builders' Risk Insurance or Installation Floater** $_____

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

a. The County of Gila, the Supplier, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insured's** on the policy.

Insurance Provisions continued.....

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.

c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.

d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.

e. Policy must provide coverage from the time any covered property becomes the responsibility of the Supplier, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

f. Policy shall contain a **waiver of subrogation** against the County of Gila.

g. Supplier is responsible for the payment of all policy deductibles.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Supplier shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Steve Stratton, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

Insurance Provisions continued.....

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Steve Stratton, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

SECTION 6.0

Contract Number 050709-1 Chips, AB, and Asphalt

The applicant submitting this Proposal warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

CEMEX
401 E. HOOPES RD
GLOBE, AZ 85501 (928) 425-5775

6.2 Had Supplier (under its present or any previous name) ever failed to complete a contract? _____Yes __X__No. If "Yes, give details, including the date, the contracting agency, and the reasons Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes __X__No. If "Yes", give details, including the date, the contracting agency, the reasons for the Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

6.4 Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's present or any previous name)? _____Yes __X__No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

Qualification & Certification continued.....

6.5 Supplier must also provide at least the following information:

a. A brief history of the Suppliers Firm.

b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Supplier has in supplying the specified services.

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.

f. Gila County reserves the right to request additional information.

6.6 Supplier Experience Modifier (e-mod) Rating: 0.69

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6.7 Current Arizona Supplier License Number: 86-0085020

M Reyes
Signature of Authorized Representative

MARIO REYES
Printed Name

GLOBE AREA MANAGER
Title

PRICE SHEET

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

CEMEX

Product Description	FOB Plant *Price Per Ton	Delivered 1400 E. Ash St., Globe, AZ *Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec.	$ ____.____	$ ____.____
3/8" Chips (9.5 mm) ADOT Spec.	$ 12.00	$ 17.00
A.B.C. (ADOT Class 2)	$ 8.00	$ 13.00
3/8" Asphalt (9.5 mm) MAG Spec.	$ ____.____	$ ____.____
3/4" Asphalt (19.0 mm) MAG Spec.	$ ____.____	$ ____.____

Cost per mile for delivery to other Gila County Locations: $ PER HOUR/TON

Minimum 0 Ton for pick up FOB plant

Amount $ Ø each occurrence for product returned and disposed.

For product specifications, see Section 6.0, pages 18 and 19. Pricing shall be F.O.B. plant.

* Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
CITY OF GLOBE 1250 S. HAGEN ST. GLOBE, AZ 85501	(928) 425-4959	MIKE HUMPHREY
RUMMEL CONSTRUCTION 7520 E. ADOBE DR SCOTTSDALE, AZ 85255	(480) 222-9922	TRENT SHORT
CONCRETE PLACEMENT 6527 W. NORTHVIEW GLENDALE, AZ 85301	(623) 931-1100	LIBERTY PRESLEY
GILA COUNTY PUBLIC WORKS 1400 E. ASH ST. GLOBE, AZ 85501	(928) 402-8509	STEVE STRATTON

M Reyes
Signature of Authorized Representative

MARIO REYES
Printed Name

GLOBE AREA MANAGER
Title

AFFIDAVIT BY SUPPLIER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

MARIO REYES
(Name of Individual)

being first duly sworn, deposes and says:

That he is GLOBE AREA MANAGER
(Title)

Of CEMEX and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID **NO. 050709-1** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

CEMEX
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

CEMEX
Name of Business

VIRGINIA MOUNCE
NOTARY PUBLIC - ARIZONA
GILA COUNTY
My Commission Expires
February 27, 2011

MARIO REYES
By

GLOBE AREA MANAGER
Title

Subscribed and sworn to before me this 17 **day of** June, **2009.**

Virginia Mounce
Notary Public

My Commission expires: Feb 27, 2011

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Request for Proposals No. 050709-1 Chips, AB & Asphalt,** my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

☐ YES, it is my intention to subcontract a portion of the work.

☒ NO, it is not my intention to subcontract a portion of the work.

CEMEX
Name of Business

M Reyes
Signature of Authorized Representative

GLOBE AREA MANAGER
Title

6/17/09
Date

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that each is in compliance with the Export Administration Act and not on the Excluded Parties List.

M Reyes
Signature of Authorized Representative

MARIO REYES
Printed Name

GLOBE AREA MANAGER
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Supplier hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Supplier's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Supplier shall further ensure that each subcontractor who performs any work for Supplier under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Supplier and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Supplier's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Supplier to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Supplier shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Supplier. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Supplier's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Supplier shall be entitled to an extension of time, but not costs.

M Reyes
Signature of Authorized Representative

MARIO REYES
Printed Name

GLOBE AREA MANAGER
Title

SUPPLIERS CHECKLIST

NOTICE IS HEREBY GIVEN that all Proposal Documents shall be completed and/or executed and submitted with this proposal. If supplier fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST

REQUIRED DOCUMENT	COMPLETED/EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
REFERENCE LIST	✓
PRICE SHEET	✓
AFFIDAVIT OF NON-COLLUSION	✓
INTENTIONS CONCERNING SUBCONTRACTING	✓
SCRUTINIZED OPERATIONS	✓
LEGAL AZ WORKERS ACK COMPLIANCE	✓
OFFER PAGE	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/ Date					

Signed and dated this 17 day of JUNE, 2009.

CEMEX
SUPPLIER:

M Leya
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Public Works Division and bearing the following statement on the outside of the envelope: Proposal to Supply: **CHIPS, AB, & ASHPALT, Gila County Arizona, Bid Proposal No. 050709-1.** All proposals shall be filed at **Gila County Public Works Division, 1400 E. Ash St., Globe, AZ 85501**, on or before 2:**00 AM/MST, Thursday, June 18, 2009.**

OFFER PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposals document.

Signature also certifies the Suppliers Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Supplier submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other supplier which may compete for the contract; and that no other Supplier which may compete for the contract has reveled the contents of a proposal to, or in any way colluded with, the supplier submitting this proposal.

Contract Number: 050709-1 Chips, AB, & Asphalt

Supplier Submitting Proposal:

CEMEX
Company Name

401 E. HOOPES RD.
Address

GLOBE AZ 85501
City State Zip

For Clarification of this offer, contact:

Name: MARIO REYES

Phone No.: (928) 425-5775

Fax No.: (928) 425-5779

Email: MREYES@CEMEXUSA.com

M Reyes
Signature of Authorized Representative

MARIO REYES
Printed Name

GLOBE AREA MANAGER
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Supplier.

Offer Page continued.....

The offer is hereby accepted.

The Supplier CEMEX **is now bound to provide the materials or services listed in RFP Number 050709-1, including all terms and conditions, specifications, amendments, etc. and the Supplier's Offer as accepted by County/public entity.**

The Supplier has been cautioned not to commence any billable work or to provide any material or service under this contract until Supplier receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS;

Awarded this ~~18th~~ 17th **day of** August**, 2009**

Shirley L. Dawson

Shirley L. Dawson, Chairman, Board of Supervisors

ATTEST;

for Marian Sheppard Chief Deputy Clerk

Steven L. Besich, Clerk of the Board / County Manager

APPROVED AS TO FORM;

Bryan Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

Consent Agenda Item Item #: 4- B

Regular BOS Meeting

Date: 01/04/2011

Submitted For:	Steve Stratton, Public Works Division Director		
Submitted By:	Valrie Bejarano, Public Works Division		
Department:	Public Works Division	Division:	Administration
Fiscal Year:	FY 2010-2011	Budgeted?:	Yes
Contract Dates - Begin & End:	1-5-2011 to 1-4-2012		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to Professional Consulting Services Contract No. 6500.505/01-2010 with Sheldon Miller.

Background Information

Effective January 5, 2010, Gila County and Sheldon Miller entered into a contract whereby Mr. Miller agreed to assist the County concerning coordination of various highway projects in the State of Arizona with the Arizona Department of Transportation (ADOT) and all eligible cities and towns. The contract expires January 5, 2011. Amendment No. 1 will extend that date to January 4, 2012.

Evaluation

Per Article I, Acitivity 5, of the Contract, the County shall have the right, at its sole option, to renew the contract period with mutual agreement of both parties for two more additional one year periods. All terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

Conclusion

With extension approval of the contract the Consultant will assist the County by providing consulting services for various highway projects in Arizona and with the Arizona Department of Transportation (ADOT) for a period of one more year.

Recommendation

The Public Works Division recommends the Board of Supervisors approve Amendment No. 1 to Contract 6500.505/01-2010 Sheldon Miller Professional Consulting Services to extend the contract for a one year period.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Professional Consulting Services Contract No. 6500.505/01-2010 between Gila County and Sheldon Miller to extend the Contract, per Article I, Activity 5, from the period January 5, 2011, to January 4, 2012, to provide consulting services for various highway projects in Arizona and with the Arizona Department of Transportation.

Attachments

Link: Amendment #1

Link: Contract 6500.505/01-2010

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231

Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

CONTRACT NO. 6500.505/01-2010

SHELDON MILLER
PROFESSIONAL CONSULTING SERVICES

AMENDMENT #1

Effective January 5, 2010, Gila County and Sheldon Miller entered into a Contract whereby Mr. Miller agreed to provide professional consulting services in assisting Gila County concerning coordination of various highway projects with the Arizona Department of Transportation (ADOT) for a one (1) year period. Per Article I, Activity 5, of the Contract, this period may be renewed by mutual agreement of the parties for two (2) additional one (1) year periods.

Amendment No. 1 will allow the Contract period to be extended for a one (1) year period from January 5, 2011 to January 4, 2012.

All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2011.

CONTRACT NO. 6500.505/01-2010 SHELDON MILLER PROFESSIONAL CONSULTING SERVICES

AMENDMENT #1

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Michael A. Pastor, Chairman, Board of Supervisors

SHELDON MILLER

Sheldon Miller

Consultant Signature

SHELDON MILLER

Print Name

ATTEST

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

Steven L. Besich, County Manager
Clerk of the Board
Phone (928) 425-3231 Ext.8761

Richard Gaona, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL CONSULTING SERVICES

CONTRACT NO. 6500.505/01-2010

THIS AGREEMENT, made and entered into this 5th day of January, 2010, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County,** and Sheldon Miller of the City of Globe, County of Gila, State of Arizona, hereinafter designated the **Consultant.**

WITNESSETH: That the **Consultant**, for and in consideration of the sum to be paid him by the **County,** in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: Work to be accomplished by Consultant will include assistance to Gila County concerning coordination of various highway projects in the State of Arizona with the Arizona Department of Transportation (ADOT) and all eligible cities and towns. This will include compliance with applicable government regulations. The Consultant will report to the Public Works Director.

1. Activities Include:
   - Advises County on best practices and optimum equipment to purchase that will best service the needs of all County constituents.
   - Provide coordination and liaison efforts regarding highway projects to the Public Works director and with agencies at the State and Federal level as required.

- Supervision and/or analysis of data and information regarding highway funds and projects for the County as requested.
- Attends meetings as assigned (local or out of town).
- Other duties/projects as agreed upon by the Consultant and Gila County.

2. Work is to be coordinated through the Gila County Public Works Director and is subject to continuation of available funding.

3. Consultant shall receive fifty dollars ($50.00) per hour for professional services plus the applicable County rate for mileage plus travel expenses.
   - Consultant is eligible to receive a flat fee of $250.00 for attending each ADOT (Arizona Department of Transportation) Board Meeting plus mileage and expenses.
   - On a monthly basis the Consultant shall submit an invoice in detail outlining hours worked and travel expenses to the Public Works Director.

4. This Contract is subject to a maximum not-to-exceed amount of $20,000.00. This amount does not include mileage and travel expenses.

5. Contract period shall run for one (1) year beginning on the day it is approved by the Gila County Board of Supervisors. This period may be renewed by mutual agreement of the parties for two (2) additional one (1) year periods.

ARTICLE II – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III – INDEMNIFICATION CLAUSE: Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or

subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that the Consultant will be responsible for primary loss investigation, defense and judgment costs

ARTICLE IV – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Consultant approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Consultant shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or

more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VI – ANTI-TERRORISM WARRANTY: Pursuant to **A.R.S. §35-397** the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The **Consultant** shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the **Consultant:**

a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
d. Discontinues the prosecution of the work; or
e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
g. Makes assignment for the benefit or creditors.
h. If it is found that gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County

ARTICLE VIII – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of **$ 20,000.00 .** Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **Consultant**, the **County** agrees to pay the amount of not more than **$ 20,000.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 6500.505/12-2008

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Shirley L. Dawson, Chairman, Board of Supervisors

CONSULTANT:

SHELDON MILLER

Consultant Signature

SHELDON MILLER

Print Name

ATTEST:

Marian Reppond Chief Deputy Clerk

for **Steven L. Besich, County Manager / Clerk**

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

Consent Agenda Item Item #: 4- C

Regular BOS Meeting

Date: 01/04/2011

Submitted For:	Robert Hickman, Facilities Manager	Submitted By:	Valrie Bejarano, Public Works Division
Department:	Public Works Division	Division:	Facilities
Fiscal Year:		FY 2010-2011	Budgeted?: Yes
Contract Dates - Begin & End:		Jan 12, 2011 to Jan 11, 2012	
Grant?:		No	
Matching Requirement?:		No	Fund?: Renewal
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to Contract No. 100109-01R Automated Vending Machine Services with Swire Coca-Cola.

Background Information

Effective January 12, 2010, Gila County and Swire Coca-Cola entered into a contract whereby Swire Coca-Cola agreed to provide automated vending machine services to Gila County facilites in Globe and Payson. The contract expires on January 12, 2011. Amendment No. 1 will extend the contract through January 11, 2012.

Evaluation

Per Article III of Contract No. 100109-01R, the contract may be renewed by mutual agreement of both parties for four additional one-year periods. This would be the first of those four year periods. All terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

Conclusion

The continuation of this contract will allow the vendor to provide automated vending machine service to several County facilities located in Globe and Payson.

Recommendation

The Gila County Facilities and Land Managment Department recommends the Board of Supervisors approve Amendment No. 1 to Contract No. 100109-01R to extend automated vending machine services to Gila County facilities for one additional year.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 100109-01R between Gila County and Swire Coca-Cola to extend the Contract, per Article III, from January 12, 2011, to January 11, 2012, to provide automated vending machine services to Gila County facilities.

Attachments

Link: Amendment #1 Contract 100109-01R

Link: Contract 100109-01R

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231

Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

AMENDMENT #1

CONTRACT NO. 100109-01R
AUTOMATED VENDING MACHINE SERVICES

Effective January 12, 2010, Gila County and Swire Coca-Cola, USA entered into a Contract whereby Swire Coca-Cola USA agreed to provide automated vending machine services to Gila County facilities in Globe and Payson for a one (1) year period. Per Article III of the Contract, this period may be renewed by mutual agreement of the parties for four (4) additional one (1) year periods.

Amendment No. 1 will allow the Contract period to be extended for a one (1) year period from January 12, 2011 to January 11, 2012.

All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2011.

CONTRACT NO. 100109-01R AUTOMATED VENDING MACHINE SERVICES

AMENDMENT #1

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
for **Daisy Flores, County Attorney**

SWIRE COCA-COLA, USA

Manuel Rodriguez
Vendor Signature

Manuel Rodriguez
Print Name

REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 100109-01R

FOR

AUTOMATED VENDING MACHINE SERVICES
GILA COUNTY

BOARD OF SUPERVISORS

Shirley L. Dawson, Chairman
Tommie C. Martin, Vice Chairman
Michael A. Pastor, Member

County Manager / Clerk of the Board
Steven L. Besich

****Public Works Director****
Steve Stratton

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GILA COUNTY
STATEMENT OF QUALIFICATIONS NO.: 100109-01R

REQUEST FOR: SOQ No. 100109-01R, Automated Vending Machine Services

DUE DATE: **Wednesday, December 30, 2009, 4:00 PM Local Time**

DELIVERY ADDRESS: **Gila County Public Works**
Guerrero Building
1400 East Ash Street
Globe, Arizona 85501

Gila County is requesting interested qualified Auto Vending Machine Contractors to submit a Statement of Qualifications to provide automated food and beverage vending machine services at specified Gila County facility locations. The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest.

The words **"SEALED SOQ"** with **"AUTOMATED VENDING MACHINE SERVICES SOQ #100109-01R"**, Due Date, **"December 30, 2009"**, and Time **"4:00 PM Local Time"** shall be written on the envelope. The Qualifications will be publicly opened and read aloud thereafter. Any Qualification response received later than the date and time specified above will be returned unopened. Envelopes with insufficient postage will not be accepted. The atomic clock in the reception area of the Guerrero Complex shall be the official time clock.

Interested Contractors are strongly encouraged to carefully read the entire Scope of Services. Questions regarding interpretation of the documents or contents may be submitted to, Robert Hickman, Facilities Manager, at 928-402-8591. Questions received less than three (3) working days prior to the SOQ due date may not be answered.

Any questions regarding the submission of SOQ should be directed to: Valrie Bejarano, 928-402-8612.

The Board of Supervisors reserves the right to reject any or all SOQ's, or to waive any informality in any SOQ, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code.

Advertisement in Arizona Silver Belt: **December 16 and 23, 2009**

Signed: _____ Date: 12 / 1 / 9
Bryan Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 12 / 15 / 09
Steven L. Besich, County Manager / Clerk of the Board

REQUEST FOR STATEMENT OF QUALIFCATIONS NO. 100109-01R
AUTOMATED VENDING MACHINE SERVICES

SECTION I - INTRODUCTION

Purpose

The County of Gila is soliciting for a qualified Vending Service Contractor to provide Automated Vending Machine Services for specified facility locations. The successful Contractor shall furnish, deliver, install and maintain the vending machine equipment and provide all necessary personnel, tools, equipment, product, and maintenance services to provide an efficient, effective operational Automated Vending Machine Service.

Installation shall include all electrical hook-up and testing procedures. All equipment, machinery, tools, supplies, or other materials necessary to install and operate the Contractor's vending machines shall be furnished at the Contractor's sole expense. During delivery and installation the Contractor will not alter County property without prior written approval of the County. Gila County will provide electricity to power the vending machines.

Additionally, the successful Contractor shall pay to Gila County a monthly commission based upon a percentage of the gross sales or revenues from the vending machines and as specified on the price sheet submitted by the Contractor. In calculating gross sales or revenues, such amount shall be calculated based upon the total sales for all vending machines and no deductions, set-offs, or allowances will be made or permitted for goods or products which are spoiled or damaged.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interests.

Interested and qualified Contractors shall submit **three (3)** copies of their qualifications along with three (3) copies of required forms **all with original signatures**, prepared in accordance with the instructions in this document by **4:00 PM Local Time on December 30, 2009**. Faxed or emailed SOQ's **will not** be accepted.

Any questions regarding the technical specifications shall be directed to the attention of:

Robert Hickman
Gila County Facilities Department
Email: rhickman@co.gila.az.us

Phone: 928-402-8591
Fax: 928-473-7654

SECTION II - SCOPE OF SERVICES

General

1. Contractor shall be responsible for all vending machine operations, including, but not limited to the following:

a. Stock all food items and beverages in all assigned areas.
b. Provide all necessary equipment to properly and safely move products from one location to another.
c. Deliveries will be made so as not to be in conflict with the operations of the County or the general public.

2. Contractor will operate in a manner that is both convenient and safe for County staff and the general public.

3. County reserves the right to issue rules and regulations governing the general provisions of operations so as to maintain a consistency of kind, quality and compatibility of food items and beverage service.

4. Contractor shall provide products and services of a quality and price consistent with those presently being offered in this region in similar facilities.

5. Contractor will be responsible for installation and maintenance of machines which shall be kept in working order, clean, sanitary and attractive. Machines can use 110 electrical power but water and plumbing will not be allowed.

6. Contractor must maintain and repair equipment at no cost to Gila County.

7. Contractor will refund money to customers who deposit money in contractor-owned or leased vending machines provided under this contract and fail to receive the desired item in return due to stock outage, equipment malfunction or other reasons.

8. Contractor shall check for expired foods or drinks when stocking machines and replace any expired items with new product at no additional cost to the County.

9. At no time shall the Contractor allow any machine to be in a lower than 25% stock state.

10. Each machine at each location will have a label providing Contractor name and phone number to call "For Service". The label shall be placed on the machine in an area easily viewable to customers.

Approvals

1. The County shall approve the installation of the vending machines with respect to location, size and content. The County reserves the right to request machines be moved to other locations to meet the needs of the Facility.

2. Gila County must approve the drink and snack selection prior to placing in the vending machines.

3. The County and Contractor may mutually agree to change machine locations, number of machines, the products, or product mix during the term of the Contract. If the number of machines increases, the percentage of gross sales shall remain unchanged. If the Contractor

wishes to reduce the number of machines, the County's prior approval must be obtained and the percentage of gross sales shall be unaffected.

4. Contractor will remove from the premises any vending machine provided under this Contract found by the County to be inoperable, unsightly or otherwise objectionable. The Contractor shall take action within five (5) working days after receipt of notice and replace it with a machine that meets the County's needs.

Deliveries

1. Contractor shall deliver during normal working hours, Monday – Friday, 8:00 A.M. to 5:00 P.M.

Payment Requirements

1. All payments shall be on a monthly basis, with commission checks payable on or before the tenth (10th) day of each month for the previous month's commissions. All commission checks shall be payable to Gila County.

2. Commission checks shall be accompanied by monthly itemized statement of gross sales per machine.

Machine Items

1. Drinks should include Water, Juice, Soft Drinks and Sports Drinks. Snacks should include some healthy alternatives such as baked chips, granola bars, or flavored rice cakes.

2. Gila County has the right to request changes to products in vending machines if products are not suitable for the facility.

Gila County Locations

Gila County Vending Machine Locations			
Location	**Address**	**Beverage**	**Snack**
Globe Courthouse Complex	1400 E. Ash St, Globe, AZ 85501		
First Floor		Yes	No
Second Floor		Yes	Yes
Third Floor		Yes	No
Central Heights Office	515 S. Apache Ave., Globe, AZ 85501	Yes	Yes
Globe Landfill / Roads	5891 Landfill Lane, Globe, AZ 85501	Yes	Yes
Payson Courthouse Complex	714 S. Beeline Hwy, Payson, AZ 85541	Yes	Yes
Payson Sheriff's Office	108 W. Main St., Payson, AZ 85541	Yes	Yes
Star Valley Yard	5320 E. Hwy 260, Star Valley, AZ 85541	Yes	Yes

SECTION III - INSTRUCTION TO SUBMITTERS

Before submitting its Statement of Qualifications each Contractor shall familiarize itself with the Scope of Services, and laws, regulations and other factors affecting performance of the Contract. It shall carefully correlate its observations with requirements of the SOQ and otherwise satisfy itself of the expense and difficulties attending the performance of the Contract. The submission of an SOQ will constitute a representation of compliance by the Contractor. There will be no subsequent adjustment, other than that provided for by the Contract, for lack of such familiarization once the Contractor is chosen.

Submitters must complete the Qualifications Response in full to be submitted at the time required, and made a part of the SOQ process. The County will use the Qualifications Response format in evaluating the capacity of Contractors to perform the Scope of Services as set forth in the SOQ. Failure of any Contractor to complete and submit the Qualifications Response at time and place of opening shall be grounds for automatic disqualification of Contractor from further consideration.

The names of all persons signing must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished. The full name of each person or company interested in the SOQ shall be listed in the SOQ.

No alterations in forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

It is requested that a minimum of three (3) copies of the Qualifications Response be submitted. All three (3) must have original signatures. The County will not be liable for any cost incident to the preparation of the response, materials, reproductions, presentations, copy-right infringements, etc.

Qualifications submitted early may be modified or withdrawn by notice to the party receiving Qualifications at the place and prior to the time designated.

The County is not responsible for any submitter's errors or omissions. Negligence in preparing qualifications confers no right to the submitter unless the Contractor discovers and corrects such errors prior to the deadline.

The Qualifications shall be submitted in a sealed envelope. The words "SEALED SOQ" marked "AUTOMATED VENDING MACHINE SERVICES NO. 100109" shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery to the Gila County Public Works Division at the Guerrero Complex at 1400 East Ash, Globe, Arizona 85501 by 4:00 PM local time, Wednesday, December 30, 2009.

Results ARE NOT given in response to telephone or personal inquiries. SOQ information will be on file in the Board of Supervisors and Public Works offices and after award on the County website www.gilacountyaz.gov.

The Board of Supervisors reserves the right to reject any or all Qualifications or any part thereof, or to accept any Qualification or any part thereof, or to waive any immaterial defects or informalities in any Qualification, or to reissue a Statement of Qualification, whichever is deemed to be in the best interest of the County of Gila.

To insure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Board of Supervisors prior to contract award.

Further, the County reserves the right to reject the Qualification of any submitter who has previously failed to perform adequately after having once been awarded a prior bid for furnishing and installing materials or services similar in nature.

All submitted forms will be reviewed by the Board of Supervisors. All Contractors submitting a Statement of Qualifications must refrain from influencing any member of the selection committee to protect the integrity of the selection process. A non-collusion affidavit will be required from the success proposer.

Protests

Only other Contractors who have submitted qualifications have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractors shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

Cancellations

The agreement is subject to the cancellation pursuant to A.R.S. §38-511.

SECTION IV - EVALUATION FACTORS

The solicitation will be awarded to the most responsive/responsible Contractor providing the best qualifications and deemed to provide services in the best interest of the County.

The evaluation of the Statement of Qualifications will be based on, but not limited to, the following:

1. Experience and qualifications of the vending company
2. Price proposal (cost of food/beverage)
3. Service availability and its' proximity to Gila County
4. Conformance to specifications
5. Past performance under County Contract

SECTION V - QUALIFICATIONS RESPONSE

In order to assist our panel in making a selection, Gila County requires that all respondents adhere to the response format outlined in this section.

- **Cover Letter / Introduction**
- **Attachments**
  - Qualifications (Specify which location)
  - Reference List
  - Price Sheet
- **Forms**
  - No-Collusion Statement
  - Anti-Terrorism Warranty
  - Legal Arizona Works Act Compliance
  - Intentions Concerning Subcontracting

SECTION VI - SELECTION PROCESS AND SCHEDULING

Gila County will conduct a one-step qualification-based selection process in accordance with procedures contained in Arizona Revised Statutes § 34-603. A Selection Committee will evaluate each SOQ submitted according to the criteria set forth in Section IV above. The Selection Committee will select a short list of no more than three (3) Contractors from the SOQs received. Gila County may perform a due diligence investigation of the Contractors receiving the highest evaluation ranking.

At the conclusion of the selection process, each of the rated elements for each Contractor will be evaluated to determine the Best Qualified. Gila County may enter into negotiations with the selected Contractor and execute a contract.

If the County is unsuccessful in negotiating a contract with the best-qualified Contractor, the County may then negotiate with the second or third most qualified Contractor until a contract is executed, or may decide to terminate the selection process.

SECTION VII - REQUIRED FORMS

Contractor must submit three (3) copies of all required forms, all with original signatures, along with submitted qualifications response.

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

The information may be a determining factor in award.

References

Please list a minimum of three (3) references for projects of similar size and scope to the SOQ.

1. **Company:** Gila County Facilities Mgr.
   Contact: Robert Hickman
   Phone: 928-402-8591
   Address: 1400 E. Ash Street Globe, Arizona 85501

2. **Company:** Rice Primary School
   Contact: Katherine
   Phone: 520-475-2315
   Address: San Carlos Ave.

3. **Company:** Earth Movers
   Contact: Steve
   Phone: 520-425-7141
   Address: 277 N. Willow Globe Arizona

Swire Coca-Cola, USA
Name of Business

Manuel Rodriguez
Signature of Authorized Representative

Division On Premise Manager
Title

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Statement of Qualifications No. 100109-01R,** my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes ☐ it is my intention to subcontract a portion of the work.

No ☒ it is not my intention to subcontract a portion of the work.

Swire Coca-Cola, USA
Name of Business

Manuel Rodriguez
Signature of Authorized Representative

Division On Premise Manager
Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Manuel Rodriquez
(Name of Individual)
being first duly sworn, deposes and says:

That he is Division On Premise Manager
(Title)
of Swire Coca-Cola, USA and
(Name of Business)

That he is bidding on **Gila County Statement of Qualifications NO. 100109-01R AUTOMATED VENDING MACHINE SERVICE** and,

That neither he nor anyone associated with the said

Swire Coca-Cola, USA
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Swire Coca-Cola, USA
Name of Business

Manuel Rodriguez
By

Division On Premise Manager.
Title

Subscribed and sworn to before me this 24th **day of** December **, 20** 09.

Marlene Baca
Notary Public

My Commission expires: 7/4/2011

OFFICIAL SEAL
MARLENE BACA
Notary Public – State of Arizona
COCONINO COUNTY
My commission expires July 04, 2011

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

Manuel Rodriguez
Signature of Authorized Representative

Manuel Rodriguez
Printed Name

Division On Premise Manager
Title

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Manuel Rodriguez

Signature of Authorized Representative

Manuel Rodriguez

Printed Name

Division On Premise Manager

Title

PRICE SHEET

Automated Vending Machine Services SOQ 100109-01R

Company/Contractor Name: Swire Coca-Cola, USA

Item	Description of material and/or services	% Commission
1.	Firm fixed percentage of gross sales/revenue payable to Gila County for snacks.	_____
2.	Firm fixed percentage of gross sales/revenue payable to Gila County for beverages. * see below	30% or 35%
3.	Itemized price to be charged per each product group: pop, water, juice, candy, gum, chips, popcorn, pastries, cookies, food, etc. Attach separate sheet if necessary.	Indicate Prices Below

Item	Price	
20oz bottle Soft drinks	1.00 = 30%	1.25 = 35%
20oz bottle Dasani water	1.00 = 30%	1.25 = 35%
450 ml. bottle Minute Maid Juice	1.00 = 30%	1.25 = 35%
20oz bottle Gold Peak tea	1.00 = 30%	1.25 = 35%
16oz bottle V8	1.00 = 30%	1.25 = 35%
20oz bottle Powerade	1.00 = 30%	1.25 = 35%
16oz can Full throttle energy	2.00 = 35%	—

* County has option of two price points which would effect the commission rate.

GILA COUNTY
AUTOMATED VENDING MACHINE SERVICES
CONTRACT 100109-01R

THIS CONTRACT, made and entered into this 12th day of January, 2010, by and between Swire Coca-Cola, USA, herein after designated "**Contractor**" and Gila County, of Arizona, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "**County**".

WITNESSETH: That the said Contractor, for and in consideration of the scope of services and sum to be paid by the Contractor to the County , in the manner and at the time hereinafter provided, and of the other covenants and agreements hereinafter contained, and hereby agrees, for them self, their heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: Scope of Services and, Rules and Regulations stated in this SOQ will become a part of this contract and adhered to as if written in this section.

In consideration of this Contract, the Contractor chooses to provide services to the County for the following areas: (Check area and product that applies)

Globe	**Product**	
☒ Courthouse Complex (1400 E. Ash St., Globe)	☐ Food	☒ Beverage
☒ Central Heights Office (5515 S. Apache St, Globe)	☐ Food	☒ Beverage
☒ Landfill / Roads Office (5891 E. Hope Ln., Globe)	☐ Food	☒ Beverage

Payson	**Product**	
☒ Courthouse Complex (714 S. Beeline Hwy, Payson)	☐ Food	☒ Beverage
☒ Administration Complex (610 E. Hwy 260, Payson)	☐ Food	☒ Beverage
☒ Sheriff's Office (108 W. Main St., Payson)	☐ Food	☒ Beverage
☒ Star Valley Yard (5320 E. Hwy 260, Star Valley)	☐ Food	☒ Beverage

ARTICLE II – PAYMENTS: All payments shall be on a monthly basis, with commission checks payable on or before the tent (10th) day of each month for the previous month's commissions. All commission checks shall be payable to Gila County.

- Payment shall be submitted to:Gila County
  Attn: Facilities Management
  1400 E. Ash Street
  Globe, AZ 85501

Commission checks shall be accompanied by monthly itemized statement of gross sales per machine.

ARTICLE III – TERM: Contract shall remain in effect for a period of one (1) year and may be renewed by mutual agreement of the parties for four (4) additional one (1) year periods. Either party may terminate this contract without cause by providing thirty (30) days notice in writing to the other party. In the event of such early termination, the Contractor would be refunded the rental space fees actually paid to the County for any period after termination on a prorated basis.

ARTICLE IV – INDEMNIFICATION: To the fullest extent by law, the Contractor agrees to indemnify, defend, and hold harmless the County, a body politic and corporation of the State of Arizona, its board members, officers, employees, agents and other officials from any and all claims, demands, suits, actions, proceedings, loss, cost , and damages of every kind and description, including, but not limited to reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in part by reasons of any act, omission, professional error, fault, mistake, or negligence of the Contractor, it's employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Contractor and/or its subcontractors or claims under similar such laws or obligations. The Contractors obligation under this section shall not extend to any liability caused by the sole negligence of the County, or its employees.

ARTICLE V – MINIMUM SCOPE AND LIMITS OF INSURANCE: The Contractor shall provide coverage with limits not less than:

Workers Compensation and Employee's Liability

Coverage Afforded	Limits of Liability
Workers Compensation	Statutory
Employee Liability Each Occurrence	$500,000

Policy shall contain a waiver of subrogation against the County of Gila General Liability-Occurrence Form.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

Coverage Afforded	Limits of Liability
General Aggregate	$500,000
Product-Completed Operations Aggregate	$500,000
Personal and Advertising Injury	$500,000
Each Occurrence	$500,000

The policy shall be endorsed to include the following additional insured language:
"The County of Gila shall be named as an additional insured with respect to Liability arising out of the activities performed by, or on behalf of the Contractor".

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties therein above named, on the date and year first above written.

AUTOMATED VENDING MACHINE SERVICES
SOQ CONTRACT NO. 100109-01R

GILA COUNTY:

BOARD OF SUPERVISORS

Shirley L. Dawson

Shirley L. Dawson, Chairman, Board of Supervisors

CONTRACTOR:

Manuel Rodriguez

Signature of Contractor

Manuel Rodriguez

Print Name

ATTEST:

Marian Reppard Chief Deputy Clerk

for **Steven L. Besich, Clerk of the Board/Manager**

Witness (If Owner is Individual)

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney
***for* Daisy Flores, Gila County Attorney**

Consent Agenda Item Item #: 4- D

Regular BOS Meeting

Date: 01/04/2011

Submitted For:	Steve Stratton, Public Works Division Director		
Submitted By:	Valrie Bejarano, Public Works Division		
Department:	Public Works Division	Division:	Administration
Fiscal Year:	FY 2010-2011	Budgeted?:	Yes
Contract Dates - Begin & End:	Nov 3, 2009 to Nov 3, 2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to Contract No. SS71803D for New Bridge Over Tonto Creek Engineering Services to move forward with Phase II of the project and add new Scope of Services, Design and Cost Summary.

Background Information

Effective November 3, 2009, Gila County and Kimley-Horn and Associates entered into a contract whereby Kimley-Horn agreed to provide Professional Engineering Services for the Tonto Creek Bridge Project. The project consisted of two Phases. Phase I of the project is nearing completion and the County has authorized the Engineer to move forward with Phase II per Article IX of the contract.

Evaluation

Per Article IX, Phase II , scope and fee may be renegotiated and additional or deleted work, as agreed upon and authorized by the County, will be performed per a mutually agreed upon scope and fee between the County and Engineer. Engineer will proceed only as individual tasks are authorized by the County Public Works Director. Federal funds, which are the primary source of funding the project, will allow geotechnical investigations to proceed prior to issuance of the Enviornmental Analysis (EA), but will not allow the other tasks to move forward until the EA is approved. The attached scope of Work and Cost Proposal Summary by reference are made a part of the amendment as to the same extent as set forth in full.

Conclusion

The original cost of Phase II had an authorized budget of $747,309. After completion of Phase I it was necessary to modify the design and scope of work resulting in a cost increase to complete Phase II. Per the existing Intergovernmental Agreement with the Arizona Department of Transportation (ADOT), the Federal Highway Administration (FHWA) will fund 94% ($895,842) and the County will fund 5.7% ($54,150). There is sufficient FHWA funding available in the existing agreement for Phase II and the County also has sufficient funds available for its share.
Amendment No. 1 to Contract No. SS71803D will allow for an increase of $202,683 with a Phase II completed authorized budget of $949,992.

Changes in project from original assumptions:
Kimley-Horn: $527,309 to $682,730
• Tonto Creek Bridge went from 1620-ft to 1980-ft length
• Modified Store (the Recommended Alternative)includes re-profiling of Old Hwy 188 and

reconstruction of Tonto National Forest Reno Admin site driveway
• Added a necessary drainage structure (Bridge) at Oak Creek for transsportation system connectivity
• Added roadway improvements to Cline Blvd (near Oak Creek)for transsportation system connectivity
• Added drainage analysis and plans for Oak Creek for transsportation system connectivity
AMEC: $200,000 to $227,262
• Added 5 additional borings at Oak Creek
Survey (AZTEC): $10,000 to $30,000
• Added full right-of-way plans/mapping
• Added pot holing for utilities along Old Hwy 188

Recommendation

The Public Works Division recommends the Board of Supervisors approve Amendment No. 1 to Contract No. SS71803D with Kimley-Horn and Associates for the Professional Engineering Services of Phase II on the New Bridge over Tonto Creek.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Contract No. SS71803D between Gila County and Kimely-Horn and Associates in the amount of $949,992 to approve Phase II scope, design, and cost proposal per Article IX of the contract for Professional Engineering Services on the New Bridge Over Tonto Creek project for the period November 3, 2009, through November 3, 2011.

Attachments

Link: Amendment #1 to Contract SS71803D

Link: Original Contract # SS71803D

Tommie C. Martin, District I Supervisor
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8511

Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext.8761

Joseph Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

CONTRACT NO. SS71803D

NEW BRIDGE OVER TONTO CREEK

AMENDMENT #1

Effective November 3, 2009, Gila County and Kimley-Horn and Associates, Inc. entered into a contract whereby Kimley-Horn agreed to provide Professional Engineering Services for the Tonto Creek Bridge Project. The project consisted of two Phases: Phase I-Design Concept Report and Environmental Studies, Phase II-Final Design (Plans, Specifications and Estimates). Phase I of the project is nearing completion and the County has authorized the Engineer to move forward with Phase II.

Per Article IX of the Contract, prior to Phase II services, the Engineer and County will review and refine the scope of services for that Phase, as may be required as a result of design, scope, and management decisions made during Phase I. The Phase II scope and fee may be renegotiated and additional or deleted work, as agreed upon and authorized by the County, will be performed on a time and materials basis per a mutually agreed upon scope and fee between the County and Engineer.

The Engineer will proceed only as individual tasks are authorized by the County Public Works Director. Federal funds, which are the primary source of funding for this project, will allow geotechnical investigations to proceed prior to issuance of the Environmental Analysis (EA) but will not allow the other tasks to move forward until the EA is approved. The Engineer understands this stipulation and has agreed to it in the attached proposed Phase II scope and

fee. The attached Scope of Work and Cost Proposal Summary by reference are made a part of this amendment as to the same extent as set forth herein in full.

The original cost of Phase II had an authorized budget of $747,309. After completion of Phase I it was necessary to modify the design and scope of work resulting in a cost increase to complete Phase II of the project. Per the existing Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) the Federal Highway Administration (FHWA) will fund 94.3% ($895,842) and the County will fund 5.7% ($54,150). There is sufficient FHWA funding available in the existing agreement for Phase II and the County also has sufficient funds available for its share.

Amendment #1 to Contract SS71803D will allow for an increase of $202,683 with a Phase II completed authorized budget of $949,992.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2010.

CONTRACT NO. SS71803D NEW BRIDGE OVER TONTO CREEK
AMENDMENT #1

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Bryan B. Chambers, Chief Deputy County Attorney
for **Daisy Flores, County Attorney**

KIMLEY-HORN AND ASSOCIATES, INC.

_____
Engineer Signature

DAVID J. LEISTIKO
_____
Print Name

GILA COUNTY
PUBLIC WORKS DIVISION

SCOPE OF WORK

Bridge over Tonto Creek
FHWA Project No: HPP-GG1-0(204)A
ADOT TRACS No: SS 71803D

Phase II - Final Design

Kimley-Horn and Associates, Inc.

November 2010

Section 100 GENERAL INFORMATION

110 Project Description

The Bridge over Tonto Creek project will require improvements at two key locations in order to provide residents and visitors of Tonto Basin with an all-weather crossing of Tonto Creek. New Bridges over Tonto Creek and Oak Creek will be included in the Phase II Final Design as well as reconstruction of Old Hwy 188 from the intersection of SR 188 to the Tonto Basin Elementary School. The Scope of Work includes Phase II Final Design items for the preparation of plans, specifications and estimates along with necessary environmental permits (404 permits) for these improvements.

120 Length of Services

Phase II Final Design is expected to take approximately 7 to 10 months. Bid ready construction documents for advertisement are tentatively set for August 2011.

130 Schedule

Kimley-Horn and Associates, Inc. (Kimley-Horn) will develop a schedule and work plan addressing the design activities necessary for delivering the project in a timely manner, consistent with the length of service described in Section 120. The schedule will include a list of activities, estimated completion date, and other information as appropriate. An initial schedule for review and approval by Gila County (County) will be submitted. The schedule submitted will be customized to reflect the needs of the project. Work elements for which Gila County and other parties have responsibility will be included in the schedule. Updates to the schedule will be made at the regularly scheduled progress meetings.

Section 200 DESIGN REFERENCES

Design references developed and published by Gila County and the Arizona Department of Transportation (ADOT) will be used in the design of this project. The following design documents include:

- Gila County Roadway Design Standards Manual
- ADOT Bridge Practice Guidelines
- ADOT Roadway Design Guidelines
- AASHTO LRFD Bridge Design Specifications
- AASHTO Policy on Geometric Design of Highways and Streets
- ADOT Guidelines for Highways on U.S. Forest Service Lands
- ADOT Standard Specifications for Road and Bridge Construction, 2008
- Tonto National Forest documents, guidelines, and specifications as appropriate.

210 Miscellaneous Reports and Studies for this Project

- Preliminary Engineering Study for Tonto Creek Crossing, FHWA 1993

- Reconnaissance Evaluation and Project Management Plan with an Environmental Evaluation - Special Study, USACE 2004
- Hydrological Analyses, Tonto Creek and selected tributaries, Punkin Center to Theodore Roosevelt Lake, FEMA Technical Memorandum prepared by HDR 2004
- Bridge over Tonto Creek Final Location/Design Concept Report & Environmental Assessment, prepared by Kimley-Horn and Associates, Inc. 2010
- Other reports and studies prepared as part of Phase I of the Bridge over Tonto Creek project.

220 AASHTO Publications

Gila County and ADOT references and publications will control the work, and any necessary supplementation should be provided by appropriate AASHTO and/or FHWA references. The County's Project Manager will provide guidance and direction.

230 Environmental Publications

The following environmental documents are to be applied to various aspects of the project as is appropriate. Others may be included if necessary.

Federal
Endangered Species Act
Migratory Bird Act
Clean Water Act
National Historic Preservation Act
Clean Air Act
Civil Rights Act of 1964 and Executive Order 12989
Resources Conservation and Recovery Act
Comprehensive Environmental Response, Compensation and Liability Act
Superfund Amendments and Reauthorization Act
US Department of Transportation Act
National Environmental Policy Act

State
Arizona Native Plant Law
Arizona State Historic Preservation Act
State Water Quality Law
ADOT Highways Division Policy and Implementation Memorandum 89-05, "Preservation of Arizona's Wetlands," August 1, 1989
Noise Abatement Policy for State-Funded Projects
State of Arizona Water Control Policy
Arizona Environmental Quality Act (EQA)
Hazardous Waste Management Act (HWMA)
Underground Storage Tank Act of 1986

Local
Local codes and ordinances relating to air quality, noise, dust abatement, light, etc.

Section 300 DESIGN CRITERIA

The project will be designed in accordance with the references listed in Section 200 and the information presented in this section.

301 Supplemental Design Criteria

The design criteria may be supplemented by Project Design Memorandums provided by Gila County and/or ADOT during the course of the project.

310 General

- Design Year - **2030**
- Design Speed - **35 mph - minimum**
- Pavement Design Life - **20 years**

320 Geometry

In accordance with Gila County Roadway Design Standards Manual the following are specific criteria to be used.

- Roadway Typical Section: **Rural Local**
- Right-of-way Width: **100 ft minimum (50-ft to either side of roadway centerline)**
- Normal Cross Slope: **2.0%**
- Slope Guidelines: **ADOT Standard C-02.30**
- Maximum Gradient: **10.0%**
- Maximum superelevation: **0.06 ft/ft**

Widths

Number of Traffic Lanes: **2-lanes**

- Traffic Lane: **12 ft**
- Pedestrian Accommodation: **6 ft sidewalk**
- Bike Lanes: **Access on bridge deck**
- Shoulder: **May vary due to right of way; 4 ft minimum**

Drainage

Design Frequency:

- Pavement: 10-year
- Bridges: 100-year FEMA for Tonto Creek; 50-year with 1 foot of overtopping of the 100-year for Oak Creek
- Bridge Freeboard: 4-ft for Tonto Creek (100-year)

- Storm Drain: 10 year
- Channels: 50 year
- Curb and Gutter Type - Std. C-05 Series (if appropriate)
- Maximum Velocity - Evaluate erodibility of native soil
- Minimum Velocity - Evaluate deposition of soil
- FEMA Considerations - Evaluate per ADOT Roadway Design Guidelines, Section 602
- Erosion Control - To be determined per HEC-14 and HEC-15
- Pavement Drainage - Evaluate per HEC-12

Traffic

- Signing Permanent: Rural Local Road
- Signing Temporary: Traffic Control during Construction

Other Features

- Guardrail/Barrier Type – ADOT Std C-10 Series
- Fencing Type – ADOT Std C-12 Series
- Cattle Guards – ADOT Std C-11 Series (if appropriate)
- Retaining Walls – ADOT Std B-18 Series or alternate proprietary retaining wall systems (if appropriate)

Section 400 Phase II – Final Design Work Performed by Kimley-Horn and Associates, Inc.

410 Meetings & Coordination (Monthly Progress Meetings)

Kimley-Horn will hold and attend regularly scheduled progress meetings throughout final design. Meetings will typically be held on the first Thursday of each month. The location of these meetings will be at Kimley-Horn's offices in Phoenix, Arizona. Kimley-Horn will prepare for the meeting, prepare a meeting agenda, and record notes of the meetings. The meeting notes will be distributed to the team within five working days of the meeting. Kimley-Horn anticipates at least five staff/team members attending each meeting.

Meetings outside of the monthly progress meeting are anticipated during final design. These meetings will include meetings with the Gila County BOS, FHWA, Tonto National Forest, ADOT Local Government, and Tonto Basin General Public and/or stakeholders. The Gila County project manager will be kept abreast of the project status and coordinated with outside of monthly progress meetings through weekly or bi-weekly meetings or telephone conferences.

420 Surveys & Right-of-Way

Kimley-Horn, through sub-consultant Alpha Engineering, will provide right-of-way survey and legal descriptions for use in obtaining necessary right-of-way for the project.

430 Utility Coordination & Relocation Plans

Kimley-Horn will obtain prior rights documentation and coordinate the relocation of APS, TDS Telecom, Alltel/Verizon, and Tonto National Forest water facilities. Kimley-Horn will identify and perform potholing as needed and incorporate their results into the design and plans. Kimley-Horn will work with the utility companies to obtain a project Utility Clearance and will assist in the preparation of Utility Agreements.

440 Geotechnical Investigations & Coordination

Kimley-Horn, through sub-consultant AMEC, will provide the geotechnical services for Phase II of the project as described in Attachment #1.

450 Environmental Permitting/Section 404

Prepare Nationwide 404 Permit Application

It is assumed that impacts to waters of the U.S. will require authorization under a Nationwide Permit. The application preparation will require at least 30% design plans. Following the receipt of the Corps' concurrence on the preliminary jurisdictional delineation (submitted during Phase I of the project), Kimley-Horn will determine impacts to waters of the U.S. for the project. As part of this task, Kimley-Horn will identify possible opportunities to avoid and minimize impacts to waters of the U.S. .

Following the determination of unavoidable impacts to waters of the U.S., Kimley-Horn will work with the County to develop compensatory mitigation for the project impacts. Since on-site mitigation is often not practicable for roadway projects with limited right-of-way, off-site mitigation or in-lieu-fee mitigation may be pursued. If off-site mitigation is the selected mitigation proposal, Kimley-Horn will work with the County to determine project areas that may be suitable for mitigation. If in-lieu-fee mitigation is the selected alternative, Kimley-Horn will coordinate with land trusts and agencies that offer opportunities for in-lieu-fee mitigation. The preliminary mitigation proposal will be included in the application.

The cultural resources report, any documents resulting from agency coordination, and the mitigation proposal will be included in the permit application. The application will be submitted to the Corps.

Kimley-Horn will attend up to four (4) meetings with the Corps, U.S. Fish and Wildlife Service (USFWS), State Historic Preservation Office (SHPO), EPA and the County.

460 Roadway Design

Kimley-Horn will provide roadway design and plans for the improvements outlined in Section 110. Roadway design will be performed in accordance with the guidelines outlined in Section 200. Roadway design criteria will be in accordance with Section 300. Pavement design recommendations by AMEC will be incorporated into the construction documents and Kimley-Horn will coordinate with ADOT Materials to ensure their requirements are included in the construction documents. Plans, specifications, and estimates will be developed for the two key locations as described below:

Old Hwy 188 – SR 188 to Greenback Valley Road
Roadway Design for Old Hwy 188 – SR 188 to Greenback Valley Road will consist of two (2) twelve (12) foot travel lanes with four (4) foot shoulders. The shoulder width will vary to provide adequate width for a path and to accommodate sections with guardrail. Approximately 1,700-ft of roadway will be designed from SR 188 along Old Hwy 188 alignment to the beginning of the west bridge approach. Approximately 1,200-ft of roadway will be designed along Old Hwy 188 from the roadway's intersection with the west bridge approach to the school parking lot. A 600-ft forest service road to the Tonto National Forest fire yard will be included and a 1,100-ft graded dirt road at the base of the west terminus bridge abutment will also be required to maintain access to properties south of the bridge alignment. Approximately 600-ft of roadway will be designed along Greenback Valley Road east of the east bridge approach. Side-road/turnout design will be designed for Desert Rose Drive and Pecan Lane at Greenback Valley Road.

Cline Boulevard/FR 423 @ Oak Creek
Roadway Design for Cline Boulevard/FR 423 @ Oak Creek will consist of two (2) twelve (12) foot travel lanes with four (4) foot shoulders. The design will consist of approximately 300-ft of roadway west of the Oak Creek bridge and approximately 1,000-ft of roadway east of the Oak Creek bridge. The tie in with the intersection of Cline Boulevard/FR 423 and FR 424 will be a part of the improvements.

470 Structural Design

Kimley-Horn will provide structural design and plans for the improvements outlined in Section 110. Two (2) bridges will be designed as well as retaining walls along Old Hwy 188. Bridge designs will be done in accordance with the current AASHTO LRFD Bridge Design Specifications (LRFD) and ADOT Bridge Design Guidelines. Foundations will be designed following recommendations of the geotechnical engineer (AMEC) after field investigations and laboratory testing have been completed. The description of each structure is as follows:

Tonto Creek Bridge

The Tonto Creek Bridge will be comprised of fifteen (15) spans using precast AASHTO Type VI Super Modified girders. Span lengths will be approximately 132'-0" for a total bridge length of 1,981'-8". The typical section will include two (2) twelve (12) foot travel lanes with four (4) foot shoulders. A 6-ft raised sidewalk will also be included along the north side of the structure with ADOT SD 1.06 two (2) tube bridge barrier rails on the south for a total bridge deck width of 40'-8". The substructure will consist of two (2) column piers on drilled shaft foundations and stub abutments on drilled shafts.

Oak Creek Bridge

The Oak Creek Bridge will be a two (2) span precast AASHTO Type III girder structure. Each span will be approximately 72-ft long for a total bridge length of 147'-10". The typical section will include two (2) twelve (12) foot travel lanes with four (4) foot shoulders. The rail type for the bridge barrier will be an ADOT SD 1.06 two (2) tube rail. The abutments and piers will be supported on drilled shaft or driven pile foundations.

Retaining Walls

Retaining walls will be required along Old Hwy 188 near the Tonto Basin Elementary School and the Tonto National Forest Reno Administrative Site due to cut and fill slope limitations. These walls will vary in height from 3-ft up to 8-ft.

480 Drainage Design

Kimley-Horn will provide drainage design and plans for the improvements outlined in Section 110. Bank protection for two (2) bridges will be designed as well as approach roadway drainage ditches and cross culverts. Drainage designs will be in accordance with the current Gila County *Roadway Design Standards Manual* and ADOT *Bridge Hydraulic Guidelines*. Bank protection design will incorporate recommendations from the *Long-Term Sedimentation Analysis Report* and *Geomorphic Analysis Report* prepared during Phase I.

Old Hwy 188 – SR 188 to Greenback Valley Road @ Tonto Creek
Drainage design for Old Hwy 188 – SR 188 to Greenback Valley Road will consist of bank protection measures for both the east and west bridge abutments as well as pavement drainage design for the bridge deck. It is anticipated that bank protection measures will consist of gabion baskets. Bridge deck drainage will consist of scuppers or weep holes that drain directly into Tonto Creek. Additional drainage design will include approach roadway ditches and cross culverts for the east and west approaches. If necessary, cross culverts will be designed with scour-counter measures. Kimley-Horn will update the hydraulic and scour analyses and narrative included in the Final Drainage Report prepared during Phase I to include the final design from Phase II.

It is estimated that the drainage design for the Tonto Creek Bridge will consist of the following sheets:

- (4) Abutment/bank protection plan sheets
- (2) Abutment/bank protection detail sheets
- (4) Ditch/cross culvert sheets for the approach roads
- (3) Deck drainage sheets
- (1) Pipe summary sheet
- (1) Miscellaneous detail sheet

Cline Boulevard/FR 423 @ Oak Creek
Drainage design for Cline Boulevard/FR 423 at Oak Creek will consist of bank protection measures for both bridge abutments as well as pavement drainage design for the bridge deck. It is anticipated that bank protection measures will consist of gabion baskets. Kimley-Horn will update the hydraulic and scour analyses and narrative included in the Final Drainage Report prepared during Phase I to include the final design from Phase II.

It is estimated that the drainage design for the Oak Creek Bridge will consist of the following sheets:

- (1) Abutment/bank protection plan sheet
- (1) Abutment/bank protection detail sheet

Conditional Letter of Map Revision
Kimley-Horn will prepare and submit an application for a Conditional Letter of Map Revision (CLOMR) to FEMA for Tonto Creek (It is assumed that a CLOMR will not be required for Oak Creek as it does not currently have a FEMA-mapped floodplain.) This application will include a Technical Data Notebook (TDN) per FEMA requirements and will be submitted at approximately the 60% design stage. All reviews associated with the CLOMR application will be paid by Gila County.

Drainage design includes the following assumptions:

- Kimley-Horn will update and reissue the Final Drainage Report for each crossing rather than prepare separate, stand-alone drainage reports.
- For each bridge structure, it is assumed that deck stormwater runoff can be drained directly to the creek. It is assumed that the drainage design will not require a storm drain system or Best Management Practices (BMPs) such as a retention basin for stormwater treatment.
- A CLOMR application for Tonto Creek will be prepared

490 Traffic Design

Kimley-Horn will provide traffic design services in the form of traffic control plans, marking and signing plans, and associated specifications and cost estimates.

Traffic Control Plans
Construction phasing and traffic control plans necessary for the construction of the project improvements will be prepared. Kimley-Horn will prepare an appropriate phasing plan for the project. The plan will be consistent with good constructability, taking into account the contractor's probable approach to the work and the cost and inconvenience to local businesses and residents. Closures and limitations on construction activities will be coordinated with Gila County.

Once project phasing has been determined and approved by Gila County, Kimley-Horn will prepare traffic control plans showing exact configurations of traffic control devices for the project in accordance with part VI of the Manual on Uniform Traffic Control Devices (MUTCD). A summary of quantities will be included on the traffic control plans.

Marking and Signing Plans
Marking and signing plans will be prepared for roadways within and approaching the project limits. Plans will be prepared in accordance with the most current policies and procedures. A signing summary will be provided in the project plans. Any new signs not shown in the ADOT Manual of Approved Signs will be detailed in the plans.

500 Visual/Landscape Architecture

Kimley-Horn will coordinate with Gila County and Tonto National Forest to determine the visual, landscape architecture, erosion control, and staging area requirements for the project.

Visual
Kimley-Horn will be responsible for the planning, coordination, and completion of plans, specifications and estimates required to preserve and protect key visual elements on or adjacent to the work site that do not unreasonably interfere with work requirements. Slope rounding plans and rustication/bridge treatment details will be developed.

Landscape Architecture
Kimley-Horn will be responsible for the planning, coordination, and completion of plans, specifications and estimates required for salvage and replanting of existing plant material as required. Kimley-Horn anticipates one site visit to determine the location and quantity of existing plant salvage material. The visit will also include a site analysis and a photo inventory. Kimley-Horn will work with ADOT Roadside

Development and the Tonto National Forest on the creation of Class I and Class II seed mix specifications that are suitable for the project elevation range and native plant community.

Erosion Control
Kimley-Horn will prepare a Storm Water Pollution Prevention Plan (SWPPP) to meet the requirements of Section 402 of the Clean Water Act NPDES. This will include the preparation of the SWPPP Standard Sheet and the preparation of erosion control plans for the project in accordance with recommendations from Gila County. The ADOT *Erosion and Pollution Control Manual for Highway Design and Construction* will be used as a reference. The erosion control plan will show the location of temporary erosion and sediment control features necessary to prevent storm water pollution during construction. If required, permanent erosion control features will be shown on the roadway or drainage plans as appropriate.

Staging Area
Kimley-Horn will aid in identifying potential contractor staging areas, including equipment yards and material processing plants. Additionally, a plan may be required for temporary onsite storage of material stockpiles to include various earth, waste and demolition components.

510 Submittals & Reviews

Submittals will consist of 60%, 95% and 100% PS&E signed and sealed construction documents. Special provisions, quantities, and cross sections with an earthwork report will be provided at each submittal.

Preparation of the 60% and 95% submittals will incorporate any changes, corrections, and/or additions within the limits of this scope as a result of the preceding submittal review process. Preparation of the 100% PS&E will incorporate any adjustments or corrections made during the review of the 95% submittal. To maintain the schedule, an over-the-shoulder review process will be used to minimize surprises and shorten the review process.

Three full-size and up to 20 half-size plan sets will be provided for the 60%, 95% and 100% submittals. A standard plan sheet size of 22"x 34" (ANSI "D" Size) will be used for full size plan sets with 11"x 17" used for half-size. The final signed and sealed PS&E will be on vellum; all review submittals will include three sets of full-size plans and up to 20 sets of 11x17 on standard bond paper. Electronic versions of all submittals will also be made in pdf format.

The following matrix includes the type of sheets anticipated – P = Preliminary, F = Final, S = Sealed

Sheet Type	60%	95%	100% PS&E
Face Sheet	P	F	F
Design Sheets & Index (Typical Sections, Pavement Structural Sections, General Notes, Earthwork table)	P	F	S
Summary Sheets (Culvert, Barrier)	P	F	S
Special Detail (if required)	P	P	S
Drainage Plan & Profile and Drainage Details	P	F	S
Geometric Sheets (scale - 1"=100', full size)	F	F	S
Plan & Profile Sheets (scale - 1"=50', full size)	P	F	S
Staking Plans (scale – 1"=20"	P	F	S
Intersection Plans & Details (scale - 1"=20', full size)	P	F	S

Side Road/Turnout Plan & Profile Sheets (scale – 1"=20')	P	F	S
Traffic Control Plans, Details	P	P	S
Construction Phasing	P	F	S
Signing & Pavement Marking Plans (scale – 1"=40')	P	F	S
Utility Relocation Plans, Details	P	P	S
Stormwater Pollution Prevention Control Plan	--	P	S
Cross Sections (100 foot intervals)	P	F	S
Bridge Plans	P	F	S
Scour & Berm/Dike Plans for bridge/creek	P	F	S
Right-of-Way Plans	P	P	S

Non-Plan Sheet Items			
Summary of Earthwork Quantities	P	F	S
Quantities & Cost Estimate	P	P	F
Special Provisions	P	P	S

Final design plans for the Tonto Creek and Oak Creek bridges will include the following:

- Location Plan and Typical Section
- General Plan and Elevation (4 sheets)
- General Notes and Quantities
- Structure Excavation and Backfill Pay Limits
- Foundation Plan (4 sheets)
- Drilled Shaft/Column Details
- Abutment 1 Plan and Elevation
- Abutment 2 Plan and Elevation
- Abutment 1 Details
- Abutment 2 Details
- Wingwall Details
- Pinned Pier Plan and Elevation
- Expansion Pier Plan and Elevation
- Pier Details (2 sheets)
- Girder Layout/Framing Plan (2 sheets)
- Girder Elevation
- Girder Details (1)
- Girder Details (2)
- Deck Plan (1)
- Deck Plan (2)
- Typical Deck Section
- Intermediate Diaphragm and Restrainer Details
- Abutment Diaphragm Details
- Pier Diaphragm Details
- Bearing Pad Details
- Joint Layout Details
- Approach Slab Elevations
- Misc. Details
- Screed Elevations (6 sheets)

- Rustication & other architectural detail sheets

Estimates of Probable Cost

Kimley-Horn will prepare combined and detailed estimates of probable cost (cost estimates) in the format recommended by ADOT Contracts and Specifications Section. The cost estimate will include a recapitulation sheet concurrent with each review submittal. At the Stage II review, Kimley-Horn will prepare a bidding schedule concurrently with each review submittal thereafter.

Kimley-Horn will immediately advise the County if there is any reason to believe the project cannot be constructed within the allocated budget. If needed, Kimley-Horn will identify options to maintain the project within budget, including shortening the project, revising criteria, or phasing changes.

Specifications

Kimley-Horn will be responsible for identifying critical elements of construction, including, but not limited to, construction limits, access requirements, potential night construction, coordination with affected local agencies (police, fire, USFS, etc.), traffic restrictions, scheduling of work time (bar chart format illustrating estimated construction time), utility trench close ups, incentives and liquidated damages, State-furnished materials, critical materials requiring pre-bid purchase, and limitations specifically addressed in the environmental, right-of-way, and utility clearances.

Special Provisions

Kimley-Horn will prepare Special Provisions for items, details, and procedures not adequately covered by ADOT's Standard Specifications and Stored Specifications. Unusual requirements necessary for obtaining permits for hauling materials will also be included. Special Provisions will be submitted at the Stage III and Stage IV project reviews. Final Special Provisions will be sealed by the engineer in responsible charge. Kimley-Horn will be responsible for incorporating any specifications provided by the County and ADOT technical sections into the draft and final Special Provisions. The County will review all submittals of Special Provisions and Kimley-Horn will prepare the final Special Provisions.

Review and coordination of Kimley-Horn's work by the Gila County, ADOT, FHWA, Forest Service and other listed agencies will continue through the project development process. Kimley-Horn may continue the design work while design submittals are being reviewed. Doing so however in no way relieves Kimley-Horn of the responsibility to incorporate review comments into the design, nor does it entitle Kimley-Horn to any additional design fees as a result of making changes due to plan errors or review comments. If design changes are required due to change in scope, such work will be performed pending approved contract modification.

Submittals for review will be made when the studies and/or plans have been developed to levels of completion so that reviews are timely and productive.

Copies of review submittals and finalized documents will be distributed by Kimley-Horn. All deliveries will be electronically and by hand or overnight courier. All plans and cross sections will be prepared as described in section 510 above.

600 Contract Administration

Kimley-Horn will provide project administration which will involve the coordination with Gila County, the design team, sub-consultants to Kimley-Horn, the general public, and other outside agencies. Internal project administration will include weekly progress meetings, project accounting, internal QA/QC, design documentation, plan production coordination, and value engineering.

Project administration will run throughout the duration of the project.

Contracts and Specifications Process

Kimley-Horn will, under the direction of the County, support the ADOT Contracts and Specifications process after completion of the Final Submittal stage leading to the complete bid documents as follows:

A. Promptly answer questions relative to the plans, quantities, and Special Provisions.

B. Make any necessary corrections to the plans, typical sections, Special Provisions, quantities, notes, etc. as required.

C. Prepare any addenda required to clarify the work included in the contract documents as requested by the Contracts & Specifications section. The addenda will be prepared immediately upon request.

640 Additional Services

Kimley-Horn will provide additional services not covered in this scope of services at the request of the County by means of contract modifications.

A. Kimley-Horn will be prepared to attend the pre-bid conference, if one is scheduled, and present an appropriately-sized display showing the project layout, proposed traffic control and construction phasing, and will be prepared to discuss other constraints so that the potential bidders will be better able to relate to the intent of the construction of the project. Kimley-Horn will respond to questions related to the plans, details and Special Provisions.

B. Kimley-Horn will be prepared to assist in the analysis of bids, including: determination of reasonableness and justification of cost variances, analysis of original cost estimate compared to contractor bid costs.

650 Post Design

Post Design services will be provided via contract modification pending final funding availability and construction schedule.

Kimley-Horn and Associates, Inc.

Final Design - Bridge over Tonto Creek
TRACS NO. SS 71803D

County Contract No: SS71803D
FHWA Project No. HPP-GG1-0(204) A

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

ESTIMATED DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Project Principal	-	$ 220.00	$ -
Project Manager	213	$ 190.00	$ 40,375
Senior Project Engineer	412	$ 188.00	$ 77,456
Project Engineer	1,129	$ 148.00	$ 167,018
Engineer	1,019	$ 130.00	$ 132,405
Analyst	571	$ 98.00	$ 55,958
Senior NEPA Planner	109	$ 165.00	$ 17,903
NEPA Planner	89	$ 115.00	$ 10,178
Designer	1,143	$ 125.00	$ 142,875
Administrative	27	$ 95.00	$ 2,565
Clerical	86	$ 65.00	$ 5,590
	4,796 Hours		
Estimated Labor Cost			$ 652,323

ESTIMATED DIRECT EXPENSES
(NO MARKUP)

Total Estimated Expenses $ 5,619

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
	$ -	LSUM
	$ -	LSUM
Utility Pot-holing (AZTEC)	$ 5,000	LSUM
AMEC	$ 227,262	LSUM
AZTEC	$ 25,000	LSUM
Appraiser - Dennis Lopez	$ 10,000	LSUM
	Total Estimated Outside Services	$ 267,262

TOTAL ESTIMATED COST TO CONSULTANT $ 925,204

Allocation Expense @ 3.8% of Labor $ 24,788

TOTAL ESTIMATED LSUM FEE $ 949,992

CONTRACT TIME 300 Calendar Days

Consultant Firm Signature

Date

Kimley-Horn and Associates, Inc.

Final Design - Bridge over Tonto Creek
Tonto Basin, AZ

County Contract No: SS71803D
FHWA Project: HPP-GG1-0(204) A

ESTIMATED STAFF HOUR SUMMARY

SCOPE SECTION / TASK	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total Hrs	Cost
	$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	$ 65.00		
410 - Project Team Meetings	-	78	9	20	5	9	62	5	-	-	5	191	$31,760.00
420 - Survey & Right-of-Way	-	4	5	-	-	16	-	-	-	-	-	25	$3,268.00
430 - Utility Coord & Relocation	-	19	16	-	62	-	-	-	20	-	5	122	$17,503.00
440 - Geotechnical Coordination	-	6	8	10	-	-	-	-	2	-	-	26	$4,374.00
450 - Environmental/404 Permit	-	2	-	-	10	77	47	84	28	-	17	265	$31,246.00
460 - Roadway Design	-	27	73	163	281	36	-	-	226	-	-	806	$111,286.00
470 - Structural Design	-	-	134	641	330	-	-	-	597	-	-	1,702	$237,585.00
480 - Drainage Design	-	-	38	162	-	314	-	-	65	-	32	611	$72,097.00
490 - Traffic Design	-	-	30	16	74	77	-	-	73	-	-	270	$34,299.00
500 - Visual/Landscape Architecture	-	-	69	79	191	12	-	-	122	-	-	473	$65,920.00
510 - Submittal & Reviews	-	23	30	38	66	30	-	-	10	-	27	224	$30,159.00
600 - Contract Administration	-	54	-	-	-	-	-	-	-	27	-	81	$12,825.00
	-	-	-	-	-	-	-	-	-	-	-	-	$0.00
Totals	-	213	412	1,129	1,019	571	109	89	1,143	27	86	4,796	$652,322.00
Percentages	0.00%	4.43%	8.59%	23.53%	21.24%	11.91%	2.26%	1.85%	23.83%	0.56%	1.79%	100%	

Kimley-Horn and Associates, Inc.

Final Design - Bridge over Tonto Creek
Tonto Basin, AZ

County Contract No: SS71803D
TRACS No. SS 71803D

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
410 - Project Team Meetings														
Monthly Project Team Meetings														-
Prepare for Meeting (1 hours per meeting)				9				9	9					27
Attend Meeting (1 hours per meeting)				9	9	9	5		9	5				45
Meeting minutes and distribution (1/2 hour per meeting)				5		5			5				5	19
Special Meetings (Agency/Stakeholder specific)														-
Gila County PM Meetings				40					30					70
Gila County BOS				3										3
FHWA				3		3			3					9
Tonto Forest - Forest Ranger & Headquarters				3		3			3					9
ADOT Local Government				3		-			3					6
Tonto Basin - General Public and/or Stakeholders				3		-			-					3
														-
														-
Subtotal 410 - Project Team Meetings			-	78	9	20	5	9	62	5	-	-	5	191
420 - Survey & Right-of-Way														
Right-of-Way & Legal Descriptions														-
Coordinate with surveyor				4	5			16						25
													-	-
Subtotal 420 - Survey & Right-of-Way			-	4	5	-	-	16	-	-	-	-	-	25
430 - Utility Coord & Relocation														
Prior Rights Documentation														-
Obtain/Review Prior Rights Documentation				2			4						1	7
Relocation Plans - APS, TDS Telecom, Alltel/Verizon														-
Development of Relocation Concept, Field Meeting				3			12							15
Review/Approve Relocation Plans				2	4		9						1	16
Incorporate Utility Relocation Plans into KHA Plan Sheets				1	2		4				8		1	16
Subsurface Exploration														-
Identify Pothole Locations				1			2				4			7
Incorporate Potholes into design/plans				2			4				8			14
Utility Clearance														-
Obtain Clearance from impacted Utilities				3			8							11
Draft/Process Utility Clearance				1	2		6						2	11
Incorporate Utility Special Provisions				1	2		4							7
Assist in preparation of Utility Agreements				3	6		9							18
														-
Subtotal 430 - Utility Coord & Relocation			-	19	16	-	62	-	-	-	20	-	5	122

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
440 - Geotechnical Coordination														
Geotechnical Reports														-
Coordinate Boring Locations				2							2			4
Review and Discuss Draft Geotechnical Reports				2	4	6								12
Review Final Geotechnical Reports				2	4	4								10
Subconsultant Coordination/Administration														-
														-
														-
Subtotal 440 - Geotechnical Coordination			-	6	8	10	-	-	-	-	2	-	-	26
450 - Environmental/404 Permit														
404/Jurisdictional Delineation Permit														-
Individual Permit Application								12		9				21
Alternatives Analysis								12	8	9				29
Mitigation Plan							10	12	8	9	16		8	63
Post Submittal Coordination with CORPS														-
Meetings with Agencies									8	21				29
Aid CORPS with EA preparation								21	8	21	12		9	71
														-
Environmental Coordination														-
Misc coordination with agencies				2				20	15	15				52
														-
Subtotal 450 - Environmental/404 Permit			-	2	-	-	10	77	47	84	28	-	17	265
460 - Roadway Design														
Face Sheet		1		1							2			3
Standard Drawings		4		1		1					2			4
Old 188 - Greenback Valley Rd + FS Access Rd														-
Plans														
Design Sheets & Index		1		1			4				8			13
Typical Sections		2			2	4	8				14			28
Pavement Structural Sections				1		2					4			7
General Notes							2				2			4
Earthwork table							2				4			6
Summary Sheets														-
Barrier		1		1			4				8			13
Length of Need Analysis				1		1	8							10
Geometric		2			2		8				13			23
Detail Sheets		4		1	4	9	16				15			45
Sideroad/Turnout Plan & Profile Sheets	20	2			4	8	8				15			35
Geometric Control Sheets		2		2		4	8				11			25
Geometric Layout Sheets	100	3			4	8	12				16			40
Plan & Profile Sheets	50	7		4	9	12	21				21			67
Staking Plans	20	3			4	8	14				15			41
Earthwork														-
Review/Refine modeling					2	8	16							26
Cross Sections	10				4	6	21				15			46
Summary of Earthwork Quantities / Earthwork Report					6	18	21							45
Cost Estimates & Specifications														-
Quantities and Cost Estimate				5	6	16	18	24						69
Special Provisions				4	8	24	18							54
														-

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
Cline Blvd/FR 423 @ Oak Creek														-
Plans														-
Typical Sections		1			1	2	4				8			15
Pavement Structural Sections						1					2			3
Earthwork table						1	1				2			4
Detail Sheets		1				2	8				9			19
Sideroad/Turnout Plan & Profile Sheets (FR 424)	20	1			2		8				9			19
Geometric Layout Sheets (Include Geometric Summary Data)	100	1			2		8				9			19
Plan & Profile Sheets	50	2		1	1	6	12				12			32
Earthwork														-
Review/Refine modeling					2	8	9							19
Cross Sections	10				2	4	6				10			22
Summary of Earthwork Quantities / Earthwork Report					2	4	8							14
Cost Estimates & Specifications														-
Quantities and Cost Estimate				2	4		8	12						26
Special Provisions				2	2	6								10
														-
Subtotal 460 - Roadway Design		38	-	27	73	163	281	36	-	-	226	-	-	806
470 - Structural Design														
Tonto Creek Bridge														-
Design														-
Bridge Geometry					10	15	14							39
Deck Design					9									9
Interior Span						4	9							13
Overhang						6	9							15
Girder Design					10									10
Girder Design						12	12							24
Negative Moment Reinf						9	9							18
Positive Moment Connection						9	9							18
Bearing Pad Design					2	6	9							17
Deck Joint Design					2	2	6							10
Abutment Design					9									9
Abutment Stem Design						6	9							15
Abutment 1 Spread Footing Design						6	9							15
Abutment 2 Drilled Shaft Design						9	14							23
Wing Wall Design						9	14							23
Pier Design					12									12
Pier Cap Design						9	14							23
Frame Model and Analysis						18	21							39
Pier Column Design						9	18							27
Pier Drilled Shaft Design						14	21							35
Screed Elevations					6	14								20
Quantities					4	21	21							46
														-
Plan Sheets														-
Location Plan and Typical Section		1				4					9			13
General Plan and Elevation (1)	20	1				4					9			13
General Plan and Elevation (2)	20	1				4					9			13
General Plan and Elevation (3)	20	1				4					9			13
General Plan and Elevation (4)	20	1				4					9			13
General Notes and Quantities		1				4					6			10
Structure Excavation and Backfill Pay Limits		1				4					12			16

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
Foundation Plan (1)	20	1				4					9			13
Foundation Plan (2)	20	1				4					9			13
Foundation Plan (3)	20	1				4					9			13
Foundation Plan (4)	20	1				4					9			13
Drilled Shaft/Column Details		1				9					10			19
Abutment 1 Plan and Elevation		1				6					10			16
Abutment 2 Plan and Elevation		1				6					10			16
Abutment 1 Details		1				9					10			19
Abutment 2 Details		1				9					10			19
Wingwall Details		1				6					10			16
Pinned Pier Plan and Elevation		1				4					9			13
Expansion Pier Plan and Elevation		1				4					9			13
Pier Details (1)		1				9					10			19
Pier Details (2)		1				9					10			19
Girder Layout/Framing Plan (1)		1				4					9			13
Girder Layout/Framing Plan (2)		1				4					9			13
Girder Elevation		1				4					10			14
Girder Details (1)		1				4					10			14
Girder Details (2)		1				4					10			14
Deck Plan (1)		1				4					9			13
Deck Plan (2)		1				4					9			13
Typical Deck Section		1				9					10			19
Intermediate Diaphragm and Restrainer Details		1				6					11			17
Abutment Diaphragm Details		1				9					11			20
Pier Diaphragm Details		1				9					11			20
Bearing Pad Details		1				6					10			16
Joint Layout Details		1				4					11			15
Misc. Details		1				4					11			15
Approach Slab Elevations		1				4					9			13
Screed Elevations (6 sheets)		6				18					20			38
Rustication & other architectural detail sheets		2				4					11			15
														-
Yellow Set						21					14			35
QC					15						9			24
														-
Oak Creek Bridge														-
Design														-
Bridge Geometry					2	6	8							16
Girder Design					2	6	8							16
Bearing Pad Design					2	3	6							11
Deck Joint Design					2	3	6							11
Abutment Design					6									6
Abutment Stem Design						4	9							13
Abutment Foundation Design						6	9							15
Wing Wall Design						6	9							15
Pier Design					5									5
Pier Cap Design						9	9							18
Frame Model and Analysis						9	9							18
Pier Column Design						9	9							18
Pier Drilled Shaft Design						9	9							18
Quantities					2	9	9							20
														-

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
Plan Sheets														-
Location Plan and Typical Section		1				4					6			10
General Plan and Elevation		1				4					6			10
General Notes and Quantities		1				4					6			10
Structure Excavation and Backfill Pay Limits		1				2					6			8
Foundation Plan		1				4					9			13
Drilled Shaft Details		1				4					9			13
Abutment 1 Plan and Elevation		1				6					10			16
Abutment 2 Plan and Elevation		1				6					10			16
Abutment Details		1				8					10			18
Wingwall Details		1				8					9			17
Pier Plan and Elevation		1				4					9			13
Pier Details		1				8					10			18
Deck Plan and Typical Section		1				6					9			15
Framing Plan and Details		1				8					9			17
Girder Details		1				6					9			15
Prestressing Details		1				8					10			18
Superstructure Details		1				6					10			16
Barrier Details		1				6					10			16
Misc. Details		1			4	6					12			22
Approach Slab Elevations		1				4					6			10
														-
Yellow Set						14					12			26
QC					12						9			21
														-
Cost Estimates & Specifications														-
Quantities and Cost Estimate					6	9	12							27
Special Provisions					12	12								24
														-
Subtotal 470 - Structural Design		64	-	-	134	641	330	-	-	-	597	-	-	1,702
480 - Drainage Design														
Tonto Creek Bridge														-
Design														-
Abutment/Bank protection plans		4			2	15		32			8			57
Abutment/Bank protection details		2			2	12		27			8			49
Ditch/cross culvert design for west approach roads		4			2	10		21			9			42
Deck drainage		3			2	8		14			8			32
Pipe Summary sheet		1			2	4		10			4			20
Miscellaneous detail sheet (downdrains, riprap, etc.)		1			2	4		10			4			20
														-
Drainage Report Updates														-
Updates to analysis and report to reflect bridge design (60%)					4	21		32					4	61
Updates to analysis and report to reflect bridge design (95%)					2	12		18					4	36
Final submittal (100%)								4					4	8
														-
Oak Creek Bridge														-
Design														-
Abutment/Bank protection plans		1			2	9		18			8			37
Abutment/Bank protection details		1			2	9		18			8			37
														-
Drainage Report Updates														-

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
Updates to analysis and report to reflect bridge design (60%)					2	9		18					4	33
Updates to analysis and report to reflect bridge design (95%)					2	4		10					4	20
Final submittal (100%)								4					4	8
														-
Cost Estimates & Special Provisions														-
Quantities and Cost Estimate					4	12		18			8			42
Special Provisions					4	12		18						34
														-
Tonto Creek Floodplain Update														-
Tonto Creek CLOMR														-
Initial CLOMR and TDN submittal					2	12		24					4	42
Response to FEMA comments					2	9		18					4	33
														-
														-
Subtotal 480 - Drainage Design		**17**	-	-	**38**	**162**	-	**314**	-	-	**65**	-	**32**	**611**
490 - Traffic Design														
Traffic Control Plans														-
Construction Phasing														-
Coordination with Gila County					4		6							10
Develop Construction Phasing Concept					2		4	9						15
Construction Phasing Sheets	100	4			2	2	4	9			9			26
														-
Traffic Control Plans														-
Traffic Control General Notes		1			1		4				4			9
Traffic Control Quantities Table					1		4				4			9
Maintenance of Traffic		2			2		4				8			14
Advance Warning Sign Detail & Specialty Sign Formats		1			1		2	4			4			11
Traffic Control Details		4			4	4	5	9			9			31
Contract Time Duration Calculations							4	6						10
														-
Marking and Signing Plans														-
Pavement Marking and Signing General Notes		1			1		4				4			9
Pavement Marking and Signing Quantities Tables					1		4				4			9
Sign Summary Sheets		2			2		4	8			9			23
Sign Format Sheets		2					4	8			9			21
Pavement Marking and Signing Plans	40	8			4	8	9	12			9			42
														-
Cost Estimates & Specifications														-
Quantities and Cost Estimate					4		8	12						24
Special Provisions					1	2	4							7
														-
Subtotal 490 - Traffic Design		**25**	-	-	**30**	**16**	**74**	**77**	-	-	**73**	-	-	**270**
500 - Visual/Landscape Architecture														
Visual														-
Conduct Site Visit					8		12							20
Coordinate with Gila County					4		8							12
Coordination and meetings with TNF					20		20							40
Visual Detail Sheets - Rounding & Rustication		2			9	18	16				14			57
														-

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
Landscape Architecture														-
Proposed Seeding Plans	100	10				4	12				14			30
Existing and proposed layout plans	50	10			4	8	21				21			54
Existing and proposed planting details		3			2	6	12				14			34
														-
Erosion Control														-
SWPPP Standard Sheet		1			1	4	8				8			21
General Notes		1			1	2	4				4			11
Erosion Control Summary		1			1	4	12				8			25
Erosion Control Details		4			1	4	12				18			35
Erosion Control Plans	50	10			4	16	21				21			62
														-
Staging Area														-
Identify Staging Area					4		8							12
Incorporate Staging Area into PS&E					4	8	12							24
														-
Cost Estimates & Specifications														-
Quantities and Cost Estimate					4		8	12						24
Special Provisions					2	5	5							12
														-
Subtotal 500 - Visual/Landscape Architecture	200	42	-	-	69	79	191	12	-	-	122	-	-	473
510 - Submittal & Reviews														
60% Submittal														-
Compile & Address 30% Comments					4	8	10	12						34
Comment Resolution Meeting				4	4		8							16
Prepare Combined Estimate & Special Provisions				2	2		8							12
Prepare, Reproduce & Distribute 60% Submittal				1	1	2							9	13
95% Submittal														-
Compile & Address 60% Comments					4	8	10	12						34
Comment Resolution Meeting				4	4		8							16
Prepare Combined Estimate & Special Provisions				1	1		4							6
Prepare, Reproduce & Distribute 95% Submittal				1	1	2							9	13
100% Submittal														-
Compile & Address 95% Comments					2	4	6	6						18
Respond to Comments				4	4		8							16
Prepare Combined Estimate & Special Provisions				1			4							5
Prepare, Reproduce & Distribute 100% Submittal				1	1	2							9	13
Final Signed & Sealed PS&E														-
Plot Final Plans on Vellum				2	2	4					10			18
Provide Final Special Provisions to ADOT C&S				1		4								5
Provide Final Cost Estimate to ADOT C&S				1		4								5
														-
														-
Subtotal 510 - Submittal & Reviews			-	23	30	38	66	30	-	-	10	-	27	224

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
600 - Contract Administration														
Project Administration														-
Project administration (9 months @ 1 hours)				9										9
Misc coordination/correspondence with Gila County, FHWA, ADOT other Agencies				-										-
Project Website Updates & Maintenance				9								9		18
Project Management														-
Project budget control (9 months @ 1 hours)				9										9
Develop work plan (Resources/Check lists)														-
Maintain work plan (9 @ 1 hours)				9										9
Quality Control														-
Develop quality control plan														-
Maintain quality control plan (9 months @ 1 hours)				9										9
Quality control														-
Monthly Invoices (9 months @ 2 hours)				9								18		27
														-
Subtotal 600 - Contract Administration			-	54	-	-	-	-	-	-	-	27	-	81
Totals		186	-	213	412	1,129	1,019	571	109	89	1,143	27	86	4,796

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GILA COUNTY

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Phone (928) 425-3231 Ext. 8743

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PROFESSIONAL SERVICES CONTRACT NO. SS71803D

NEW BRIDGE OVER TONTO CREEK

THIS AGREEMENT, made and entered into this 3rd day of November, **2009**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and Kimley-Horn and Associates, Inc. of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter designated the **ENGINEER**.

WITNESSETH: That the **Engineer**, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Tonto Creek Bridge Project shall be completed in phases, Phase I being Design Concept Report and Environmental Studies and Phase II being Final Design of preferred alternative (Plans, Specifications and Estimates).

The Engineer shall not begin work on any phase of the project until the Engineer has received in writing a Notice to Proceed for that particular phase from the County. It is understood by the Engineer that there is no obligation for the County to authorize Phase II if it elects not to, in which case the Contract will terminate upon the completion of Phase I.

The attached ***Scope of Work*** and ***Derivation of Cost Proposal Summary*** by reference are made a part of this Contract to the same extent as if set forth herein in full.

Phases I and II

PHASE I - Scope of Services includes the following tasks:

410 - Project Team Meetings
415 - Data Collection
420 - Surveys & Mapping
425 - Administrative Reports
430 - Project Scoping
440 - Alternatives Analysis & Selection
450 - Technical Reports
465 - Initial Design Concept Report
470 - Draft Environmental Document
480 - Final Reviews & Approvals
490 - Final Design Concept Report
495 - Final Environmental Document
500 - 30% Plans & Estimates
600 - Contract Administration

PHASE II - Scope of Services includes the following tasks:

410 – Project Team Meetings
420 – Surveys & Mapping
550 – Final Design 60%, 95%, 100%

ARTICLE II – INDEMNIFICATION CLAUSE: Engineer shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent or willful wrongful acts or omissions of Engineer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Engineer to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Engineer from and against any and all claims arising from its services under this Contract. It is agreed that the Engineer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and that Engineer shall defend the claims that appear to fall within the scope of the indemnification, even though Engineer is subsequently found not liable under this Indemnification. In consideration of the award of this contract, the Engineer agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Engineer for the County.

ARTICLE III - INSURANCE REQUIREMENTS: Engineer and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Engineer from liabilities that might arise out of the performance of the work under this contract by the Engineer, his agents, representatives, employees or subcontractors and Engineer is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE**: Engineer shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Engineer".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Engineer even if those limits of liability are in excess of those required by this Contract.
2. The Engineer's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Engineer shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Steve Stratton, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Engineer from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Engineer shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Steve Stratton, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Engineers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Engineer shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE IV – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Engineer hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Engineer's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Engineer shall further ensure that each subcontractor who performs any work for Engineer under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Engineer and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Engineer's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Engineer to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Engineer shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Engineer approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Engineer shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Engineer. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Engineer's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Engineer shall be entitled to an extension of time, but not costs.

ARTICLE V – SCHEDULE & FEES: The schedule for Phase I is anticipated to be eighteen (18) months from Engineer receipt of County provided Notice to Proceed. See attached Derivation of Cost Proposal Summary for estimated staff hour's breakdown.

The Schedule for Phase II is anticipated to be six (6) months from finalization and approval of the Design Concept Report and Environment Studies. Fees for Phase II are described in the attached Derivation of Cost Proposal Summary.

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded to the Nearest $1)

ESTIMATED DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Project Principal	73	$ 220.00	$ 16,060
Project Manager	1,413	$ 190.00	$ 268,470
Senior Project Engineer	924	$ 188.00	$ 173,712
Project Engineer	1,849	$ 148.00	$ 273,652
Engineer/Designer	1,250	$ 130.00	$ 162,500
Analyst	1,903	$ 98.00	$ 186,494
Senior NEPA Planner	826	$ 165.00	$ 136,290
NEPA Planner	1,027	$ 115.00	$ 118,105
Tech/Draftsman	1,449	$ 125.00	$ 181,125
Administrative	111	$ 95.00	$ 10,545
Clerical	264	$ 65.00	$ 17,160
	11,089		
Estimated Labor Cost			**$ 1,544,113**

ESTIMATED DIRECT EXPENSES (No Markup)

Total Estimated Expenses **$ 33,042**

ESTIMATED OUTSIDE EXPENSES

FIRM	COST	COMPENSATION METHOD
Logan Simpson Design	$ 317,120	LSUM
ACS	$ 130,052	LSUM
JE Fuller	$ 79,652	LSUM
AMEC	$ 267,051	LSUM
Alpha	$ 52,600	LSUM
Appraiser – Dennis Lopez	$ 10,000	LSUM

Total Estimated Outside Services **$ 856,475**

TOTAL ESTIMATED COST TO CONSULTANT **$ 2,433,630**

Allocation Expense @ 3.8% of Labor **$ 58,676**

TOTAL ESTIMATED LSUM FEE **$ 2,492,306**

Contract Time 730 Calendar Days

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Engineer shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Engineer. The Engineer shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – ANTI-TERRORISM WARRANTY: Pursuant to **A.R.S. §35-397** the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Engineer shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Engineer:

a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
d. Discontinues the prosecution of the work; or
e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
g. Makes assignment for the benefit or creditors.
h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of **$ 1,744,997.00 for Phase I** and **$ 747,309.00 for Phase II** for a **Total Cost of $ 2,492,306.00**.

Prior to Phase II services, the Engineer and the County will review and refine the scope of services for that Phase, as may be required as a result of design, scope, and management decisions made during Phase I. The Phase II scope and fee may be renegotiated and additional or deleted work, as agreed upon and authorized by the County, will be performed on a Time and Materials basis per a mutually agreed upon scope and fee between the County and the Engineer. It is understood that there is no obligation for the County to authorize Phase II if it elects not to, in which case the Contract will terminate upon the completion of Phase I.

Compensation shall follow guidelines for **A.R.S. §34-221.** Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **Engineer** the **County** agrees to pay the amount of not more than $ 2,492,306.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. SS71803D
NEW BRIDGE OVER TONTO CREEK DESIGN

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Shirley L. Dawson, Chairman, Board of Supervisors

ATTEST

Steven L. Besich, County Manager / Clerk

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

KIMLEY-HORN AND ASSOCIATES, INC.

Signature of Engineer

DAVID J LEISTIKO

Print Name

GILA COUNTY
PUBLIC WORKS DIVISION

SCOPE OF WORK

New Bridge over Tonto Creek near Punkin Center
FHWA Project No.: HPP-GG1-0(204)A
ADOT TRACS No.: SS 71803D

LOCATION/DESIGN CONCEPT REPORT,
ENVIRONMENTAL STUDIES & Final Design

Kimley-Horn and Associates, Inc.

OCTOBER 2009

Section 100 GENERAL INFORMATION

110 Project Description

The New Bridge over Tonto Creek near Punkin Center will provide residents and visitors of Tonto Basin with an all-weather crossing of Tonto Creek. Phase I of the project, Location/Design Concept Report & Environmental Studies, will provide for the determination of the site location and NEPA environmental clearance for the project along with 30% plans and estimate for the preferred alternative. Phase 2, Final Design, will include construction plans, specification and estimates along with necessary environmental and other permits required to construct the all-weather crossing of Tonto Creek. The study area for Phase I consists of the Tonto Basin portion of Tonto Creek located in northwest Gila County, Arizona. The area begins north of Punkin Center, AZ on SR 188, approximately 13 miles south of the intersection of SR 87 and SR 188, to the northern most pool of Roosevelt Lake south of A-Cross Rd. The contributing drainage basin of the creek encompasses an area of approximately 955 square miles. The study area includes multiple residential communities and business developments along Tonto Creek.

Three primitive low-water crossings are presently used to cross Tonto Creek during dry and low flow events. They are referred to as Punkin Center, Bar-X Road (approximately 3.6 miles south of the Punkin Center crossing), and A-Cross Road (located approximately 2.7 miles south of the Bar-X Road).

The following Scope of Work includes Phase I items for the development of the Location/Design Concept Report (L/DCR), Environmental Studies, and the development of the 30% plans and estimate that will be developed for the preferred alternative in accordance with Gila County (County), FHWA and ADOT Local Government standards. The Scope of Work also includes Phase II Final Design items for the preparation of plans, specifications and estimates along with necessary permits.

120 Length of Services

The design of the project will be tied to the timeframe for the required environmental clearances. It is anticipated that the environmental clearances will take approximately 18 months. Therefore, from notice to proceed from the County, the estimated length of services for Phase I will run approximately 18 months. Phase II Final Design is expected to follow immediately after the completion of Phase I and is expected to take approximately 6 to 9 months. The length of Phase II will be refined upon the completion of Phase I during the refinement of the Phase II Scope of Work. For this scope of work it is assumed that the total project duration for both Phase I and II will be 24 months.

130 Schedule

Kimley-Horn and Associates, Inc. (Kimley-Horn) will develop a schedule and work plan addressing the design activities necessary for delivering the project in a timely manner, consistent with the length of service described in Section 120. The schedule will include a list of activities, estimated duration, and other information as appropriate. An initial schedule for review and approval by Gila County (County)will be submitted within two weeks of the Notice to Proceed. The schedule submitted will be customized to reflect the needs of the project. Work elements for which Gila County and other parties have responsibility will be included in the schedule. Updates to the schedule will be made at the regularly scheduled progress meetings.

Section 200 Design References

Design references developed and published by Gila County and the Arizona Department of Transportation (ADOT) will be used in the design of this project. The following design documents include:

- Gila County Roadway Design Standards Manual
- ADOT Bridge Practice Guidelines
- ADOT Roadway Design Guidelines
- AASHTO LRFD Bridge Design Specifications
- AASHTO Policy on Geometric Design of Highways and Streets
- ADOT Guidelines for Highways on U.S. Forest Service Lands
- ADOT Standard Specifications for Road and Bridge Construction, 2008

210 Miscellaneous Reports and Studies for this Project

- Preliminary Engineering Study for Tonto Creek Crossing, FHWA 1993
- Reconnaissance Evaluation and Project Management Plan with an Environmental Evaluation - Special Study, USACE 2004
- Hydrological Analyses, Tonto Creek and selected tributaries, Punkin Center to Theodore Roosevelt Lake, FEMA Technical Memorandum prepared by HDR 2004

220 AASHTO Publications

Gila County and ADOT references and publications will control the work, and any necessary supplementation should be provided by appropriate AASHTO and/or FHWA references. The County's Project Manager will provide guidance and direction.

230 Environmental Publications

The following environmental documents are to be applied to various aspects of the project as is appropriate.

Federal
Endangered Species Act
Migratory Bird Act
Clean Water Act
National Historic Preservation Act
Clean Air Act
Civil Rights Act of 1964 and Executive Order 12989
Resources Conservation and Recovery Act
Comprehensive Environmental Response, Compensation and Liability Act
Superfund Amendments and Reauthorization Act
US Department of Transportation Act
National Environmental Policy Act

State

Arizona Native Plant Law
Arizona State Historic Preservation Act
State Water Quality Law
ADOT Highways Division Policy and Implementation Memorandum 89-05, "Preservation of Arizona's Wetlands," August 1, 1989
Noise Abatement Policy for State-Funded Projects
State of Arizona Water Control Policy
Arizona Environmental Quality Act (EQA)
Hazardous Waste Management Act (HWMA)
Underground Storage Tank Act of 1986

Local
Local codes and ordinances relating to air quality, noise, dust abatement, light, etc.

Section 300 Design Criteria

The project will be designed in accordance with the references listed in Section 200 and the information presented in this section.

301 Supplemental Design Criteria

The design criteria may be supplemented by Project Design Memorandums provided by Gila County and/or ADOT during the course of the project.

310 General

- Design Year - **2030**
  Design Speed - **35 mph - minimum**
- Pavement Design Life - **20 years**

320 Geometry

In accordance with Gila County Roadway Design Standards Manual the following are specific criteria to be used.

- Slope Guidelines: **4:1 max (2:1 behind guardrail)**
- Maximum Gradient: **12%**
- Maximum superelevation: **0.06 ft./ft.**

Widths

Number of Traffic Lanes: **2-lanes**

- Traffic Lane: **11 to 12 ft**
- Pedestrian Accommodation: **5 to 6 ft**
- Bike Lanes: **Bike lanes will not be provided**
- Shoulder: **may vary due to right of way; 4 ft. minimum**

Drainage

Design Frequency:

- Pavement - 10 years
- Cross Culverts/Bridges - 100 year, roadway operation; 100 year FEMA
- Bridge Freeboard-To be determined based on project studies
- Storm Drain - 10 years
- Channels - 50 years
- Curb and Gutter Type - Std. C-05 Series (if appropriate)
- Maximum Velocity - Evaluate erodibility of native soil
- Minimum Velocity - Evaluate deposition of soil
- Allowable Headwater - To within three inches of lowest elevation of top of pavement
- FEMA Considerations - Evaluate per ADOT Roadway Design Guidelines, Section 602
- Erosion Control - To be determined per HEC-14 and HEC-15
- Pavement Drainage - Evaluate per HEC-12

Traffic

- Signing Permanent: Rural Local Road
- Signing Temporary: Traffic Control during Construction

Other Features

- Guardrail/Barrier Type – ADOT Std C-10 Series
- Fencing Type – ADOT Std C-12 Series
- Cattle Guards – ADOT Std C-11 Series (if appropriate)
- Retaining Walls – ADOT Std B-18 Series or alternate proprietary retaining wall systems (if appropriate)

Section 400 DESIGN WORK PERFORMED BY KIMLEY-HORN

The work performed for this study will include but is not limited to the following:

A. Initial Design Concept Report:

The alternatives studied, including those considered and discontinued, will be described in detail. The alternatives will be evaluated based upon impact criteria. Specific focus and documentation of the preferred alternative will be provided. Each alternative will be addressed in sufficient detail to clearly document the design concepts, and justify the recommendations and the alternative considerations.

Three Public Information Meetings will be held in the project vicinity to present the project alternatives and solicit comments from the public and interested organizations.

B. Draft Environmental Document

Kimley-Horn, through their sub-consultant Logan Simpson Design (LSD), will prepare a Draft Environmental Document concurrent with the preparation of the Initial Design Concept Report. This document will generally describe the impacts of the recommended action and the necessary mitigation measures. Technical studies/reports will include; air, noise, biological, cultural and hazardous materials. The document will meet local, state and federal standards and comply with the requirements of the National Environmental Policy Act.

C. Final Design Concept Report:

Kimley-Horn will respond to written comments from the review of the Initial Design Concept Report by issuing a Summary of Comments. Kimley-Horn will submit the Final Design Concept Report, sealed by an Arizona Registered Professional Engineer, at the completion of this study. The report will include refinements of the materials developed since the Initial Design Concept Report and revisions resulting from the project comment process. The document will meet local, state and federal standards and comply with the requirements of the National Environmental Policy Act.

D. Final Environmental Document:

Kimley-Horn, through LSD, will prepare a Final Environmental Document concurrent with the preparation of the Final Design Concept Report. This document will incorporate a description of the public involvement process and the responses to the comments received.

E. Structure Selection Report:

Kimley-Horn will recommend alternative structures and superstructure depths to the extent necessary for development of the bridge crossing and roadway concepts. Coordination with ADOT Bridge Group will be required.

F. 30% Plans and Estimate

Kimley-Horn will provide 30% Plans and Estimates for the project concurrent with the Final Design Concept Report.

G. Final Design – Phase II (scope to be refined after DCR has been finalized and NEPA decision document has been prepared)

Order of Events/Project Deliverables

The following steps and reports are anticipated to be necessary in order to complete the Design Concept Report and Environmental Documents. The steps/reports are listed in approximate chronological order and are discussed in subsequent sections of this document.

Notice to Proceed (NTP)

Project Team Meeting (Kimley-Horn & Gila County)

The first project team meeting will be held as part of the kick-off/partnering meeting

Data Collection

- Previous Studies
- Small Area Transportation Study
- Other Data

Photogrammetry, Surveys, Mapping, Digital Terrain Modeling

Administrative Reports
- Project Coordination Plan
- Public Involvement Plan

Project Scoping
- Project Team Scoping Meeting
- Agency Scoping Meeting
- Scoping Field Review
- Public Scoping Meeting
- Project Scoping Report

Alternatives Selection
- Project Team Meeting (Alternatives Selection)
- Agency Information Meeting (Alternatives Selection)
- Public Information Meeting (Alternatives Selection)
- Alternatives Selection Report

Technical Reports
- Preliminary Geotechnical Report
- Preliminary Drainage Report
- Preliminary Traffic Report
- Biological Assessment Report
- Preliminary Bridge Selection Report
- Cultural Resources Report
- Air Quality and Noise Analysis Report
- Hazardous Materials Survey Report
- Visual Impact Analysis

Identify Preferred Alternative
- Project Team Meeting (Preferred Alternative)
- Agency Information Meeting (Preferred Alternative)
- Public Information Meeting (Preferred Alternative)

Initial Location/Design Concept Report (Concurrent with Draft Environmental Document)

Draft Environmental Document (Concurrent with Initial Location/Design Concept Report)

Review and Approval
- Project Team Meeting (L/DCR & Environmental Document)
- Agency Meeting (L/DCR & Environmental Document)
- Public Hearing (L/DCR & Environmental Document)
- Comment Resolution
- Comment Resolution Documentation for Initial Location/Design Concept
- Comment Resolution Documentation for Draft Environmental Document

Final Location/Design Concept Report (Concurrent with Final Environmental Document)
Final Environmental Document (Concurrent with Final Location/Design Concept Report)

Document Printing and Distribution

30% Plans and Estimates, Final Bridge Selection Report

Final Design Plans, Specifications, Estimates & Permits

410 Project Team Meetings (Monthly Progress Meetings)

Kimley-Horn will attend regularly scheduled progress meetings throughout the development of the L/DCR. Meetings will typically be held on the first Thursday of each month. The location of these meetings will be at Kimley-Horn's offices in Phoenix, Arizona except that two meetings during the course of Phase I will be held in either Globe or Tonto Basin. Kimley-Horn will prepare for the meeting, prepare a meeting agenda, and record notes of the meetings. The meeting notes will be distributed to the team within five work days of the meeting. Kimley-Horn anticipates at least three staff/team members attending each meeting.

The first project team meeting will be held as a partnering workshop where all proposed team members will be invited to attend. The workshop will focus on roles, responsibilities and needs for the project as well as commitment to schedule and partnering. The number of monthly progress meetings will be up to 15 over the scheduled 18 month Phase I project duration.

415 Data Collection

Kimley-Horn will gather all available planning and development documents related to the project area. From Gila County, Kimley-Horn will request the assessor's maps and ownership records of the properties adjacent to and within the existing and proposed right-of-way. Property lines will be plotted on the aerial photos and/or mapping to be used for exhibits. Kimley-Horn will acquire the names and address of property owners that are within the project study area. This list will be used for notification of public informational meetings. This ownership list will also be of used for acquiring rights of entry for surveys as required.

420 Surveys and Mapping

Kimley-Horn will utilize the existing survey and mapping data provided by Gila County as a basis for the project development. The survey/mapping will be supplemented with the Gila County Road Atlas data to be provided by the County. It is agreed that this data is sufficient for use during Phase I of the project – Alternatives Selection and Design Concept Report.

Kimley-Horn through their sub-consultant Alpha Engineering (in conjunction with Cooper Aerial) will provide updated aerial photo and topographic mapping for the preferred alternative, including 1-ft contours and existing features, prior to preparation of the 30% plans.

All surveys and mapping for the project will be referenced directly to the existing as-built roadway centerlines. The centerline will be re-established in its original position by locating, marking, staking and referencing the PC, PT, TS, SC, CS, ST, PI (if possible), and a minimum of fifty (50) feet station intervals along the curves and one hundred (100) feet station intervals on tangents. The use of offset baselines for re-establishing or defining the existing centerline is not permitted unless approved in advance by Gila County.

Aerial mapping will be at a scale of 1"=40' with a contour interval of 1'. Aerial targets will be set as delimited by the aerial surveyor with an additional 2 targets set as "Blind Targets". These blind targets will be withheld from the aerial surveyor until the processing of the images is complete and will be utilized as an overall check of the mapping.

In addition to the aerial mapping, a ground survey will be performed at the existing road tie in points. This survey will include curb and gutter, pavement, any utilities and will supplement the aerial mapping. All trees 4" in diameter or greater within 80' of the proposed roadway alignment will be located and added to the mapping

The survey data will be based on NAD 83 State Plane and be scaled to a ground definition. All Metadata for the coordinate system will be submitted to with the mapping. NGS (National Geodetic Survey) control stations along Highway 188 will be used to control both the horizontal and vertical coordinate systems. In the event that an inadequate number of control stations are found, a static GPS survey will be performed and post processed against the existing network of CORS (Continually Operating Reference Stations), published and maintained by NGS.

Kimley-Horn will obtain any permits that may be required prior to beginning field work. A traffic control plan may also be required as part of the permitting. Preparation of surveys will conform to applicable documents referenced in Section 200 of the Scope of Work, including (but not necessarily limited to) procedures, record-keeping requirements, equipment use, and safety precautions.

If necessary Kimley-Horn will be responsible for delineating the proposed new centerline, right-of-way, and/or toe of slope to assist in the evaluation of the proposed alternates, utility locations, and to assist with any required archaeological testing.

Completed surveys and maps will be recorded in a format acceptable to Gila County. Upon final approval, the books, maps and CADD files, and other diskettes, will be submitted to the Gila County Project Manager.

425 Administrative Reports

426 Project Coordination Plan

Kimley-Horn will prepare a Coordination Plan for the project, providing for coordination between Gila County, FHWA, Tonto National Forest, ADOT, participating agencies, and the public during preparation of the EA and L/DCR. The Coordination Plan will be submitted to Gila County for review and approval within two weeks of Notice to Proceed.

428 Public Involvement Plan

Kimley-Horn will provide the following services through and with the assistance of LSD.

LSD, and Kimley-Horn, will develop a Public Involvement Plan (PIP) that will outline the strategy to obtain meaningful input from the public, government agencies, non-governmental organizations, and other stakeholders on the proposed project, alternatives and environmental impacts. The PIP will identify the roles and responsibilities of the project team, LSD and Kimley-Horn; the types, number, and purpose of the recommended meetings; and the methods by which the communities will be notified and kept informed about project developments. The PIP will include a preliminary schedule of public involvement activities, although it is recognized that public outreach components need to be timed based on overall project status and deliverables. The initial mailing list and potential meeting locations will also be included in the PIP.

LSD and Kimley-Horn will send an electronic file of the draft PIP to the core project team members (Gila County, Tonto National Forest [TNF], Federal Highway Administration [FHWA], and Arizona Department of Transportation [ADOT] Local Government Section) for comments. Upon receipt of written comments, LSD will respond to the comments and provide a revised electronic PIP for core project team members to review before distributing the final PIP to the extended project team.

LSD, in coordination with Kimley-Horn, will develop the initial mailing list with input from the project team. LSD will maintain the project mailing list for all affected public and private agencies and organizations and all private individuals who have commented on the project or who have expressed an interest in being on the mailing list. The mailing list will include all private property owners living within the project area which is defined as the private property shown on the Kimley-Horn "Project Area" map presented at the short list interview.

LSD, in coordination with Kimley-Horn, will schedule and coordinate a strategy meeting prior to any public meeting with the Gila County Project Manager, ADOT Local Government Section, and any other necessary participants from the project team. The purpose of this meeting will be to determine meeting format, necessary graphics and to identify the roles of all participants.

LSD will be responsible for coordinating all public meetings and the preparation of meeting material for, and reporting the results of these meetings. LSD will provide meeting notification material including a press release and a display ad. A flyer will also be prepared by LSD and posted by the County in high-visibility locations. Preparation of meeting notification materials will be completed prior to the public meetings to allow for project team review. Meeting notification for the public meetings and hearing in the appropriate newspapers will be the responsibility of Gila County. Mailing notification to the individual property owners and public identified on the mailing list will be done by LSD a minimum of 2 weeks before the public meeting is to be held. LSD will identify public meeting facilities and upon approval of the County will reserve the facility. Gila County will also be responsible for any liability insurance, as required, for the meeting rooms.

430 Project Scoping

432 Project Team Scoping Meeting

A Project Team Meeting will be held in Phoenix in preparation for the Agency Scoping Meeting, Scoping Field Review, and Public Scoping Meeting. The purpose of this meeting will be to:

Identify participants
Set expectations for the project for each team member
Build consensus on the process to be used for the project development
Review graphics and exhibits
Review possible questions and answers
Identify strategies
Prepare Meeting Advertisement

Note: advertisement will be completed four weeks prior to the Public Meeting to allow for review and public advertisement two-weeks and one-week prior to the Public Meeting.

434 Agency Scoping Meeting

An Agency Scoping Meeting will be held in Phoenix after the Project Team Scoping Meeting. Kimley-Horn and Gila County will conduct and/or moderate this meeting.

LSD will be responsible for the coordination and facilitation of the Agency Scoping Meeting. The purpose of this meeting is to notify and/or meet with applicable federal, state, and local agency/entity representatives to identify their project-related issues, needs and concerns. At the Agency Scoping Meeting, the preliminary purpose and need for the project may also be provided to the agency representatives for review and comment.
LSD's responsibilities will include:

- Providing three staff members to attend the meeting
- Coordinating meeting logistics
- Preparing a draft mailing list, letter of invitation, and agenda for review by the project team at least five weeks prior to the agency scoping meeting
- Distributing up to 40 letters of invitation to agency/entity representatives
- Sending an e-mail reminder to individuals on the mailing list
- Providing meeting materials, including: nametags, sign-in sheets, comment sheets, and refreshments (such as cookies, coffee, water)
- Recording the meeting notes, summarizing the comments received and distributing a draft of the summary and comments to the project team within 10 business days from the comment period deadline
- Submitting a final summary of the meeting to Gila County by e-mail for distribution to the meeting participants

Kimley-Horn will be:

- Responsible for exhibits and easels

The following is a proposed list of agencies that will receive coordination letters for the project:

Federal Highways Administration (FHWA)
ADOT Local Government & ADOT Globe District
US Department of Agriculture – Tonto National Forest
Bureau of Land Management
Bureau of Reclamation
Native American communities (Tribal Chairmen of interested Indian communities)
US Fish and Wildlife Service
Arizona State Land Department
Arizona Game and Fish Department (AGFD)
Arizona Department of Environmental Quality
Arizona Department of Water Resources
Gila County affected Agencies (outside Public Works)
Central Arizona Association of Governments (CAAG)
Relevant utility companies (Salt River Project)
Irrigation or water user's associations
Resident's or home owners associations

Kimley-Horn will coordinate with Gila County as to the time and date of the meeting. After reaching a consensus for the date and time a letter of notification will be sent a minimum of two weeks prior to that date to all of the invited personnel and/or agencies.

436 Scoping Field Review

Kimley-Horn will arrange a visit to the project site with Gila County, FHWA, TNF, ADOT, utility companies (as needed), major land owners, and other agency representatives. The site visit will be scheduled at least two weeks prior to the visit. The visit will be held shortly after Kimley-Horn is authorized to proceed. This site visit will be held after and on a separate day from the Agency Scoping Meeting. The purpose of this visit is to acquaint key personnel with the details and features of the project and to gather input on issues, concerns and opportunities.

Kimley-Horn will record all major conflicts, comments, and preferences voiced by the involved parties during the field review.

438 Public Scoping Meeting

Kimley-Horn will provide the following services through and in assistance with LSD.

LSD will coordinate and facilitate one Public Scoping Meeting for the project. The meeting will be held in the vicinity of Punkin Center. The purpose of the Public Scoping Meeting is to notify and/or meet with the public about the project, present the preliminary purpose and need, and obtain public comments on issues, needs and concerns. The meeting will be an open house format, with a short presentation followed by a question and answer session. The meeting is estimated to be two hours long, LSD has allocated one hour prior to the meeting for set-up and 30 minutes following the meeting for clean-up.

As part of the Public Scoping Meetings, LSD responsibilities will include:

- Coordinating meeting logistics
- Preparing a schedule of key milestones for the project team to indicate dates of submittals and reviews of the public material and notices
- Prepare draft and final meeting notification flier
- Print and distribute meeting notification fliers (up to 100)
- Providing name tags for the project team, sign-in sheets, handouts, comment sheets, and light refreshments (such as cookies, coffee, water) if the facility allows food to be brought into the venue
- Provide three staff members to coordinate and facilitate the meeting
- Preparing and placing signs to direct people to the meeting location
- Creating a handout in English for the meeting based on technical information provided by KHA, and providing up to 100 copies per meeting
- Providing Section 508-compliant meeting materials
- Facilitating a question and answer session during the meetings, if required

Kimley-Horn will:

- Mail out the meeting notification to all private property owners within the project area as defined in Section 428
- Prepare exhibits and provide easels for the exhibits
- Provide technical information to LSD for the meeting handout(s)
- Prepare a PowerPoint presentation, if one is desired
- Make any presentation, if warranted, and interact with the public to address technical questions and concerns
- Assist with analyzing public comments and conduct any necessary follow-up

Gila County will be:

- Responsible for public notification of the public scoping meeting in the appropriate newspapers

439 Project Scoping Report

LSD, with assistance from Kimley-Horn, will prepare a brief written draft Project Scoping Report within 14 days of the close of the public comment period. The Scoping Report will include an executive summary; meeting minutes or summaries of the Agency Scoping Meeting, Agency Field Review, and Public Scoping Meeting; and copies of submitted comment sheets, handouts, graphics and attendance lists or sign-in sheets from each meeting. The purpose of the Project Scoping Report is to summarize all activities associated with the public and agency scooping meetings.

LSD assumes that there will be one round of revisions associated with the draft Scoping Report. An electronic copy of the final Scoping Report will be provided to Kimley-Horn for distribution.

440 Alternatives Selection

Kimley-Horn will develop six alignment alternatives within the project area. It is assumed that these alignments will be generally located near the four previously studied crossing locations from the Corps and FHWA reports.

Exhibits will be created for each of the alignments for review and discussion at project and agency meetings. The alignments will be modeled to generate cut and/or fill limits for use in evaluating environmental and hydraulic impacts for the respective locations. Consideration of impacts to adjacent properties will also be analyzed.

442 Project Team Meeting (Alternatives Selection)

A Project Team Meeting will be held to present the selected alternatives to the Project Team to prepare for the Agency and Public Information Meetings. Kimley-Horn will present alternatives considered, provide an evaluation matrix, make recommendations, solicit comments, and obtain consensus. The Project Team Meeting will be held two to four weeks prior to the Agency and Public Information meetings

444 Agency Information Meeting (Alternatives Selection)

Kimley-Horn will provide the following services through and in assistance with LSD.

LSD will coordinate one Agency Information Meeting to discuss project design alternatives. The alternatives selection process includes evaluations of direct effects, as well as indirect and cumulative effects of each alternative, including the no-build (no action) alternative. The discussion, comments and consensus from this meeting will be incorporated as Kimley-Horn continues development of the project.

LSD's responsibilities will include:

- Coordinating meeting logistics
- Preparing a draft and final letter of invitation and an agenda
- Distributing up to 40 letters of invitation to agency/entity representatives
- Sending an e-mail reminder to individuals on the mailing list
- Providing three staff members to attend the meeting and take notes
- Providing meeting materials including name tags, sign-in sheets, comment sheets, the agenda and light refreshments
- Preparing a summary of the Agency Information Meeting to the core project team members for review within 14 calendar days of the meeting

Kimley-Horn will:

- Be responsible for appropriate exhibits and easels

The Agency Information Meeting will occur in the afternoon on the same day as the Public Information Meeting

446 Public Information Meeting (Alternatives Selection)

Kimley-Horn will provide the following services through and with the assistance of LSD.

A Public Information Meeting will be held in the project vicinity to present the proposed alternatives and solicit comments from the public and interested organizations. LSD, with assistance from Kimley-Horn, will assist Gila County in the preparation, coordination and presentation of the project alternatives to the public. As part of the public information meetings,

LSD responsibilities will include:

- Providing three staff members to coordinate and facilitate the meeting
- Preparing a schedule of key milestones for the project team to indicate dates of submittals and reviews of the public material and notices
- Coordinating meeting logistics
- Prepare draft and final meeting notification flier
- Print and distribute meeting notification fliers (up to 100)
- Providing name tags for the project team, sign-in sheets, handouts, comment sheets, and light refreshments (such as cookies, coffee, water) if the facility allows food to be brought into the venue
- Preparing and placing signs to direct people to the meeting location

- Creating a handout in English for the meeting based on technical information provided by Kimley-Horn and providing up to 100 copies per meeting
- Providing Section 508-compliant meeting materials
- Facilitating a question and answer session during the meetings, if required
- Preparing a brief Summary Report of the Public Information Meeting within 14 calendar days after the close of the comment period. The summary report will include a description of the meeting date, location, and format; copies of the sign-in sheets and any handouts made available to the public; and copies of written comments submitted to Gila County and ADOT. One round of revisions is assumed.

Kimley-Horn will:

- Mail out the meeting notification to all private property owners within the project area as defined in Section 428
- Prepare exhibits and provide easels for the exhibits
- Provide technical information to LSD for the meeting handout(s)
- Preparing a PowerPoint presentation, if one is desired
- Making any presentation, if warranted, and interact with the public to address technical questions and concerns
- Assist with analyzing public comments and conduct any necessary follow-up

Gila County will:

- Be responsible for notification of the public information meeting in the appropriate newspapaers

448 Alternatives Selection

Kimley-Horn will prepare a brief Alternatives Selection Report recommending those alternatives to be carried forward for complete evaluation in the Initial Location/Design Concept Report and Draft Environmental Document.

LSD will provide environmental considerations in matrix format for inclusion in the Feasibility Report for up to six alternatives.

450 Technical Reports

451 Preliminary Geotechnical Assessment Report

Kimley-Horn, through sub-consultant AMEC, will provide the following geotechnical services for Phase I of the project. The purpose of the geotechnical assessment and preliminary investigation is to provide the design team with the geological and geotechnical information to select a preferred bridge site and complete 30 percent design plans for the structure and approach roads. The services in this scope of work will supply the design team with a description of the geotechnical conditions exposed within the project limits and encountered during the preliminary subsurface investigations, with a focus on addressing key issues that could affect construction and/or performance of the bridge structure and approach roads.

451.1 Review of Available Data and Imagery

Available literature, mapping and imagery will be obtained and reviewed to 1) assist in characterizing the hydro-geological, geotechnical and geomorphic settings within the project limits and at each of the alternative sites; 2) rank the conditions at each site; and 3) identify potential constraints. Aerial photographs will be reviewed to evaluate the geomorphic conditions of Tonto Creek—such as historic terraces, floodplain limits, fluvial scarps and abandoned sloughs—and their potential impact on bridge design and performance.

451.2 Geologic Reconnaissance and Mapping

A ground reconnaissance will be performed at each proposed bridge site to characterize and document geological and geotechnical conditions. Geologic mapping will be performed at each site using base maps provided by Kimley-Horn. The mapping will include the delineation and characterization of soil and rock units using the genesis-lithology-qualifier system. In particular, engineering properties of the exposed soils that could impact design and construction of the bridge and approach roads (such as compressive and expansive soils, strongly cemented soils, etc.) will be identified and documented. Digital photographs of pertinent features will be obtained during the reconnaissance.

450.4 Exploration Drilling

Three exploration borings will be advanced during Phase I of the project to provide a preliminary characterization of the subsurface profile at one or more of the alternative sites. Locations of the three borings will be based on the results of the geologic reconnaissance and review of preliminary bridge plans.

AMEC will mobilize and demobilize a field engineer/geologist, subcontracted drill rig and drill crew, and auxiliary vehicles and equipment to and from the site. Enviro-Drill, Inc. will provide drilling services, including a truck-mounted drill rig to access the planned boring locations (assuming that the borings can be accessed by truck-mounted drill rigs with four-wheel drive). The borings will be advanced to a depth of 120 feet or refusal using rotary percussion methods such as ODEX. Standard penetration testing or open-end drive sampling will be performed at 5-foot to 10-foot intervals in those portions of the borings that encounter soil. AMEC's field engineer or geologist will direct the drilling program, continuously examine the soil and rock encountered in the borings, visually classify the soil and rock and prepare boring logs. Soil and rock samples will be obtained from each boring for laboratory testing.

Prior to starting the drilling program, the borings will be marked in the field with lath, and Arizona Blue Stake will be contacted to mark underground utilities in the vicinity of the borings. Drilling permits will be obtained from the Arizona Department of Water Resources (ADWR), and the borings will be abandoned in accordance with ADWR requirements. AMEC anticipates that Kimley-Horn will obtain environmental clearance for the drilling program, and that AMEC will assist in this effort by providing the necessary information for the clearance. A site safety plan will be developed prior to mobilizing to the field. The plan will identify and discuss methods of minimizing hazards associated with working in rugged terrain and working around drill rigs.

450.5 Laboratory Testing

Laboratory tests will be performed as necessary to support engineering analyses. Phase I laboratory testing will include grain-size analysis (including gradation analysis on sediment samples collected as part

of the sediment transport study in Task 452), Atterberg limits (plasticity index), moisture content, density of undisturbed ring samples, resistivity and total soluble sulfates and chlorides.

450.6 Report Preparation

Six copies of draft and final geotechnical assessment and preliminary investigation report will be submitted. The report will include the data necessary to support the alternatives analysis and preliminary foundation design of the planned structure. The items that will be presented in the report include, but will not necessarily be limited to, the following:

- Geologic maps of the primary bridge sites showing key features
- Logs of test borings, a site plan showing the boring locations, and a description of the procedures and equipment used in the drilling program
- Results of laboratory tests
- Descriptions of the geology and interpreted geotechnical profile at each of the three primary bridge sites based on the results of a the Phase I data review and onsite investigations
- Preliminary seismic design parameters based on published probabilistic seismic hazard assessments
- A simplified matrix of geologic selection criteria and a ranking of the sites based on the results of the Phase I assessments and investigations
- Identification of potential site constraints for both the bridge and approach roads
- Anticipated foundation conditions and preliminary recommendations for foundation support components at the preferred site

The final version of the report will be issued subsequent to receipt of review comments on the draft report.

452 Preliminary Drainage Report

This task will evaluate the existing and proposed river mechanics and sediment transport of Tonto Creek from FEMA workmap cross section 53667 to cross section 913. This task includes development of base river conditions reflecting the existing conditions of the river. The flood flow peak discharges in the study reach are based on effective FEMA discharges as noted below. The development of the existing conditions river analysis includes review of previous river hydrology, preparation of a hydraulic model of existing conditions (using the FEMA effective model as the base model), and the preparation of a sediment transport model of existing conditions. The existing conditions hydraulic model of the river will be conducted for the 10, 50, 100, and 500-year floods. These four flood storm events are used not only for bridge hydraulics and sediment transport but also for evaluation of bridge scour and contraction scour per ADOT and FEMA requirements. A sediment transport study will evaluate the potential long-term aggradation (deposition or overall rising) or degradation (scour or overall lowering) of the river channel bed in response to the 100-year flood event and a longer term dominant flow event.

The existing conditions river analyses form the foundation of subsequent analyses of alternative bridge geometries and approach roadways. The existing conditions analysis is required regardless of which bridge alternative(s) is/are evaluated. The existing conditions hydraulic analysis will be modified to reflect the proposed alternatives for the new bridge and roadway approaches. The new bridge will be designed to pass the 100-year flow in Tonto Creek as presented in the description of the bridge

alternatives below. The hydraulic models will be modified to reflect the impacts of the proposed alternatives. The sediment transport model will be modified to reflect the impacts of the preferred bridge location (of the six proposed locations).

This task includes the evaluation on a hydraulic basis of six potential bridge crossing alternatives of Tonto Creek. The proposed bridges and approach roadway alternatives will be evaluated to design the bridges to convey the 100-year flow for Tonto Creek. The bridge alternative locations will be analyzed to meet FEMA freeboard criteria for bridges for the 100-year flood. Four potential bridge locations are in the vicinity of the sites known as: Kayler Crossing, Punkin Center, Bar-X, and A-Cross. The other two potential bridge locations have not yet been identified but will be located within the study reach and as alternate locations to the four sites identified above.

The purpose of this task and subtasks are to collect and review existing river information and data for Tonto Creek, develop hydraulic models for existing river conditions, prepare hydraulic models for evaluation of the proposed bridge alternative locations, and develop and assess the geomorphology of the river within the project study limits. This task will be conducted based on the three level approach identified in the "Design Manual for Engineering Analysis of Fluvial Systems" by the Arizona Department of Water Resources (March 1985).

Task Standards and Guidelines: The following standards, guidelines, and manuals are listed as references for the development of the hydraulic and sediment transport models, scour analysis, evaluation of river mechanics and geomorphology, and development and evaluation of bridge location alternatives for Tonto Creek. Other applicable guidelines and standards may be used as deemed applicable and appropriate by Kimley-Horn.

- "Watercourse System Sediment Balance", Arizona Department of Water Resources Flood Warning and Dam Safety Section. State Standard SSA 5-96. September, 1996.
- "State Standard for Bank Stabilization", Arizona Department of Water Resources Flood Mitigation Section. State Standard SSA 7-98. May, 1998.
- "Stream Stability at Highway Structures" (Third Edition). Federal Highway Administration. Hydraulic Engineering Circular No. 20. March 2001.
- "Evaluating Scour at Bridges" (Fourth Edition). Federal Highway Administration. Hydraulic Engineering Circular No. 18. May 2001.
- "Hydraulics of Bridge Waterways". Federal Highway Administration. Hydraulic Design Series No. 1. 1973.
- "River Hydraulics". US Army Corps of Engineers. Engineering Manual EM 1110-2-1416. October 1993.
- "Design and Construction of Levees". US Army Corps of Engineers. Engineering Manual EM 1110-2-1913. April 2000.
- "Sedimentation Investigations of Rivers and Reservoirs". US Army Corps of Engineers. Engineering Manual EM 1110-2-4000. December 1989.
- "Channel Stability Assessment for Flood Control Projects". US Army Corps of Engineers. Engineering Manual EM 1110-2-1418. October 1994.
- "River Hydraulics". American Society of Civil Engineers. Technical Engineering and Design Guides as Adapted from the US Army Corps of Engineers, No. 18.
- "Computing Degradation and Local Scour". Technical Guideline for Bureau of Reclamation. US Bureau of Reclamation. January 1984.
- "Design Manual for Engineering Analysis of Fluvial Systems". Arizona Department of Water Resources. March 1985.

- Draft Drainage Design Manual-Erosion Control, Flood Control District of Maricopa County

452.1 Data Collection

Kimley-Horn will collect and review pertinent data from Gila County and other outside sources. These outside sources include but are not limited to the following:

- US Bureau of Reclamation
- US Army Corps of Engineers
- Natural Resources Conservation Service
- Federal Emergency Management Agency
- Federal Highway Administration
- US Geological Survey
- US Department of Agriculture – Tonto National Forest Service
- Arizona Department of Water Resources
- Arizona Department of Transportation
- Arizona Geological Survey
- Local Soil and Water Conservation Districts
- Salt River Project

Kimley-Horn, with assistance from their sub-consultant; JE Fuller/Hydrology & Geomorphology, Inc. (JEF), will research the availability of historical photographs, historical surveys, and geomorphic data. Other data to be collected will include materials relevant to the project, such as: hydraulic and scour studies, previous flood hazard reports and hydrology for the study area; existing topographic mapping; historical flooding information; as-built plans for any existing structures (SR 188 bridge and culvert crossings), hydrologic studies and models; hydraulic studies and models; FEMA Flood Hazard Boundary Maps and any Letters of Map Amendment and/or Revisions, bridge scour studies (ADOT and local bridge studies), levee and bank protection studies and plans, utility crossing studies and plans, and regional sediment yield studies.

Kimley-Horn will prepare a memorandum summarizing the Tonto Creek data collection and information gathering effort for this subtask to be included in the Hydraulics and Sediment Transport Report in subtask 452.9 below.

452.2 Site Reconnaissance Visits

Kimley-Horn will visit the project study reach of Tonto Creek to become familiar with existing stream conditions upstream and downstream of the proposed bridge crossing alternatives. The site visits will include the Tonto Creek floodplain, overbanks, and river channel within the study reach. The purpose of the field visits is to review river channel morphology, observe stream bed materials, identify reaches of aggradation or degradation, observe bank conditions, observe channel or levee improvements, observe other river structures such as bank protection, diversion dams, and outfalls. The site visits will be used to assist in the development of river hydraulic parameters such as Manning's roughness coefficients, vegetation type and density, locations of channel banks, and low flow channel braiding/meandering.

Kimley-Horn will conduct two (2) site visits to the study reach. The first visit (separate from Task 436 above) will be at the inception of the Project to become familiar with the river within the study reach. The first site visit will be one day in duration and will include the County's Project Manager. The second site visit is to observe and verify existing river conditions along Tonto Creek within the study reach. It is anticipated that the second site visit will take two to three days to complete. This task will be conducted in conjunction with the field investigation for subtask 452.5 below.

Kimley-Horn will prepare a field documentation memorandum for the second site visit for inclusion in the Hydraulics and Sediment Transport Report in subtask 452.9 below. The report will include discussion of observations (conditions of channel, bank, structures, etc.) in the field, structures within the study reach, and photo-documentation.

452.3 River/Tributary Hydrology

Kimley-Horn will use the current FEMA effective discharges for Tonto Creek within the study reach. The effective FIS discharge of Tonto Creek upstream of Soloman Creek confluence is 137,000 cfs and downstream is 144,000 cfs. Other discharges will be required for subsequent hydraulic and sediment transport evaluations. These discharges may include the 10-year, 50-year, and 500-year flood events in the river. Kimley-Horn will obtain, from existing hydrologic studies, the discharges for these flood events and the necessary hydrographs or hydrograph shapes for Tonto Creek for subsequent subtasks. If these discharges and hydrographs are not available in the literature, Kimley-Horn will develop the required discharges and hydrographs using simplified methods such as interpolation (unit discharges, etc.), and/or hydrograph translation. No hydrologic analysis or hydrologic modeling of Tonto Creek or watershed or tributaries is included in this scope of work.

Kimley-Horn will use the current FEMA effective discharges for the tributaries of Tonto Creek. The proposed bridge sites are located near, just upstream, or just downstream of tributaries (for example, the Punkin Center bridge site is located at the confluence with Lambing Creek, Park Creek, and downstream of Reno Creek). The tributary discharges will be used in the hydraulic analysis of potential confluence between the tributary, Tonto Creek, and the potential bridge locations. The evaluation of side tributary hydraulics is included in subtask 452.8 below.

452.4 River Hydraulic Analyses – Existing Conditions

Kimley-Horn will use the Effective FEMA FIS Tonto Creek HEC-RAS model as the base model for subsequent hydraulic model development. Kimley-Horn will prepare a HEC-RAS Duplicate Effective Model from the FEMA Effective Model. Kimley-Horn will compare the results of the HEC-RAS model with the Duplicate Model. Differences in the Effective and Duplicate Effective results will be reviewed and discussed in the hydraulics report in Task 452.9 below. The HEC-RAS Duplicate Effective Model will be updated and modified to reflect changes and modifications within the study reach of Tonto Creek made since the Effective Model. These changes potentially include changes in channel bank station locations, Manning's n-values, and any new topographic mapping within the study reach. This model will be the Existing Conditions Model. The Existing Conditions models will be the base model for evaluating proposed bridge location alternatives and for proposed bridge configuration (type, size, and location) and approach roads in subtask 452.8.

Kimley-Horn will develop a HEC-RAS model for the 10-year, 50-year, and 500-year peak discharge, in addition to the 100-year model based on the FIS discharges. Kimley-Horn will use the FIS flow rates at each cross section for the 100-year model as noted above in Section 452.3.

452.5 Sedimentation

The purpose of the sedimentation analysis task is to simulate the long-term stream bed profile response of Tonto Creek based on proposed project conditions within and along the river corridor. Kimley-Horn/JEF (lead investigator) will develop a sediment trend analysis that will be used as to evaluate the impact of potential bridge location alternatives on existing conditions. The sediment trend analysis is a Level III analysis which will be sufficient to project trends and impacts on infrastructure and function as a site specific analytical tool for the proposed bridge and channel improvements.

452.5.1 Field Investigation

Kimley-Horn/JEF will conduct a field investigation of the study reach to observe and document existing channel and floodplain conditions, to collect sediment samples, to observe evidence of recent and historical flood impacts, and collect data for use in the sedimentation and alternatives analyses. The field investigation will include observation of the overall river and appropriate tributaries that aid in the calculation of sediment transport quantities, photographic documentation of sediment characteristics, and inspection of flood control or drainage structures. It is anticipated that the field investigation will encompass approximately two to three days.

JEF will obtain hand-dug samples of the existing channel bed and banks at strategic locations throughout the project reach of Tonto Creek. Samples may be obtained from up to ten (10) locations selected by Kimley-Horn/JEF. Representative samples (3 per location) will be obtained from the channel bed (active transport layer) and primary channel banks, for a total of up to 30 samples. Visual estimates of bank sediment characteristics may be substituted for physical samples, at the discretion of JEF, where bank conditions would prevent normal sampling procedures. In addition, pebble count samples will be obtained for the surface layer of the channel bed at each sampling location. Gradations of the sediment samples will be plotted, by others, for both the channel bed and banks. Changes in the gradations throughout the study reach will be documented in a geotechnical analysis report to be provided by others.

452.5.2 Field Reconnaissance Report

Kimley-Horn/JEF will prepare a field reconnaissance report that summarizes the site visits including photographs to document field sediment information, sand and gravel mines, levees, bridges, and general geomorphic characteristics of Tonto Creek.

452.5.3 Sediment Transport

JEF will conduct an evaluation of three (3) sediment transport functions currently available in the most recent version of HEC-6T code; the functions will be tested to evaluate their validity for Tonto Creek. In addition, sensitivity analyses of the various input parameters for the sediment transport functions, including Manning's roughness coefficient, will be performed. The functions to be evaluated are: Meyer-Peter Mueller; Yang's; and Toffaletti and Schoklitsch. The evaluation of these functions shall be conducted on a short reach (2 to 3 miles) of Tonto Creek.

JEF will develop an existing condition (base condition) HEC-6T sediment transport model for the project reach length for the 100-year hydrograph and for a longer duration low-flow, dominant discharge (10-year hydrograph) event from data provided by Kimley-Horn. The base condition model will be developed using the flood insurance HEC-RAS model. The hydrographs used in the HEC-6T model will be developed by JEF and will match peak discharge rates established by Kimley-Horn. The hydrograph shape will be based on the shape of a recent large flood hydrograph as recorded at a USGS stream gauge on Tonto Creek. The sediment model will establish existing base conditions of Tonto Creek. The model will be modified, as appropriate, to reflect field observations and sediment transport trends. The models will be used to assess potential reaches of aggradation (sediment surplus) or degradation (sediment deficit). The impact of sediment deposition during major flood events will be evaluated regarding the alternatives. The development scenarios for these models for the 100-year and low flow dominant discharge are provided as follows:

- Model I: Development of a model to evaluate the sediment transport under existing conditions.

- Model II: Development of an alternative condition model using the existing condition model (Model I) to reflect a new 100-year bridge at the Preferred Alternative location, determined by Kimley-Horn.

452.5.4 Summary Report
JEF will prepare an engineering report describing the modeling procedure and assumptions made based upon the availability of sediment in the river system. The report shall include: comparison of the previous sediment studies (if applicable) within the study area and the results obtained by the HEC-6 models. Major differences will be addressed which will ultimately be discussed in the final report. Calculation of bed surface profiles, sediment transport capacity at each section, volume of material scoured or deposited between cross-sections, associated change in bed surface elevation, and the modification of cross-section geometry to appropriately reflect the scenarios considered and under each event. The report shall include preparation of cross-section plots. The cross-sections will show water surface profiles, limits of the movable bed, gradation for scour calculations, and model invert. The summary report will include the analysis results of each modeling effort. Final sediment transport maps will include the points of gradation, volume, depth, change of velocities, water surface elevations, and invert profiles.

452.5.5 Deliverables
Three draft and final copies of the Sediment Transport Report including CD with sediment transport input and output and backup data. Report to be provided in PDF and Word format.

452.6 – Potential River Lateral Migration
450.6.1 Lateral Migration Analysis
JEF will conduct a general lateral migration analysis for Tonto Creek within the study reach. The analysis will consider historical information and sedimentation trends resulting from the HEC-6 analyses. Two lateral migration zones will be delineated in the immediate area of the alternative bridge crossings to assess the need for approach protection and changes in flow alignment. The zones will identify areas of high and low potential migration.

452.6.2 Equilibrium Slope
JEF will conduct a dynamic equilibrium slope analysis for Tonto Creek to study long-term aggradation and degradation. Sediment samples collected for Task 452.5 will be utilized. JEF shall utilize the equilibrium slope methodology as found on page 5.73 in Design Manual for Engineering Analysis of Fluvial Systems, Arizona Department of Water Resources, 1985. The existing channel slope and the dynamic equilibrium slope shall be listed in a tabular format for comparison. When a pivot point such as grade control, culvert, or armored channel bed can be found, the long-term aggradation and degradation shall be estimated. The sediment inflow for dynamic equilibrium slope analysis will be obtained from a sediment transport function recommended by JEF and approved by Kimley-Horn.

452.6.3Armoring Potential
JEF will compute the armoring potential of Tonto Creek within the study reach using the following methodologies developed by the U.S. Bureau of Reclamation:

- Meyer-Peter, Muller Bedload Transport Function
- Competent Bottom Velocity
- Shields Diagram
- Yang Incipient Motion

The results of the above methodologies will be used to compute a composite critical armoring sediment diameter (Dc).

452.6.4 Summary Report
JEF will prepare a brief summary report discussing the methodologies employed, results, and recommendations from each assessment in Task 452.6.

452.6.5 Deliverables
Three draft and final copies of the Lateral Migration Report including CD with backup data will be submitted. Report to be provided in PDF and Word format.

452.7 Scour Analysis
Kimley-Horn will use the methods and guidelines provided in the Bureau of Reclamation manual titled "Computing Degradation and Local Scour" (January, 1984), the Arizona Department of Water Resources manual titled "Design Manual for Engineering Analysis of Fluvial Systems" (March, 1985), or the Federal Highway Administration's "Highways in the River Environment" (February 1990).

Scour will be computed at the preferred bridge location site identified in Task 452 8.2 below. Scour components to be computed include pier scour, abutment scour, contraction scour, low flow channel incisement, and dunes/antidunes (if applicable). Applicable factors of safety per ADWR and FHWA guidelines will be applied. Debris buildup on piers will be two feet on either side of the pier for the 100-year event. Exhibits will be prepared to portray scour geometry at the preferred bridge location site and bridge geometries. Scour will be computed for both the 100-year and 500-year flood event. The 500-year event will not have debris buildup on the bridge piers.

452.8 Bridge and River Alternatives Hydraulics Analysis – Proposed Conditions
452.8.1 Initial Bridge Hydraulics
Kimley-Horn will prepare individual HEC-RAS bridge models for each of the proposed six (6) bridge location alternatives of Tonto Creek. There are four identified primary bridge site alternative locations: Kayler, Punkin Center, Bar X, and A-Cross. The other two locations have yet to be identified but are anticipated to be located at or near these four primary locations. Kimley-Horn will use the existing conditions river model prepared in subtask 452.4.

The initial bridge models will be used to develop bridge low chord elevations as well as evaluate bridge piers, bridge span lengths, and roadway approach profiles. The objective of the initial bridge hydraulic analysis is to develop bridge geometry, bridge openings, and roadway approach profiles that minimize the impacts to the 100-year water surface elevations for Tonto Creek. This subtask includes set up of the initial bridge models for each of the six bridge locations plus budget for limited iterations of the bridge models to conduct revisions to bridge geometries, openings, and roadway approaches.

The initial bridge hydraulics for the six bridge locations will be compared to the existing river hydraulics results. The bridge and roadway approach geometry and configuration will be modified and considered complete to attain water surface elevations just upstream of the bridge to within approximately 1 ft compared to existing conditions and to within approximately 2 ft/s for main channel velocities.

452.8.2 Preliminary Bridge Hydraulics – Preferred Bridge Site Location
This subtask includes refined bridge hydraulic analyses at the preferred bridge site location selected from task 452.8.1 above and from the results from the initial bridge alternatives site selection (conducted

under separate task). This subtask will refine the bridge configuration, geometry, profile, and roadway profile to develop hydraulic results that when compared to existing river conditions are within FEMA freeboard requirements and incremental water surface elevation tolerances from Gila County.

452.8.3 Side Tributary Hydraulic Analysis
This subtask will conduct a HEC-RAS hydraulic analysis to evaluate the hydraulics of the side tributaries between Tonto Creek and the preferred bridge/roadway location/ configuration in subtask 452.8.2. The existing side tributary HEC-RAS hydraulics models will be modified to revise the downstream boundary condition (downstream water surface elevation). The downstream water surface elevations for the side tributaries will be taken from the proposed model results from the bridge models in subtask 452.8.2. The purpose of this subtask is to evaluate the impact of the proposed bridge on the water surface elevations for the 100-year flood in adjacent tributaries. Mitigation measures of potential adverse increases in water surface elevations will be identified in a subsequent work task/phase (not included in this Task 452).

452.9 Hydraulics and Sediment Transport Engineering Report
452.9.1 Preliminary Hydraulics and Sediment Transport Engineering Report. Kimley-Horn will prepare an engineering report describing the hydrology and hydraulics methods, approach, models, results, findings and conclusions. The report will include a summary of the Sediment Transport report prepared in subtask 452.5.6 above.

The report will include discussion of the Tonto Creek and side tributary hydrology selected for analysis from the previous FEMA/HDR analysis. The hydraulics section of the report will present and discuss the development of the hydraulic models for Tonto Creek and the six proposed bridge hydraulics models. Tables will be included to summarize the initial hydraulic modeling results and include: bridge lengths, spans, number of piers, low chord elevations, water surface elevations, and comparison of proposed water surface elevations with existing conditions.

The report will present a detailed discussion of the hydraulic and scour analysis for the preferred bridge site location from subtask 452.8.2 above. Tables will be included to summarize the preliminary hydraulic modeling results and include: bridge lengths, spans, number of piers, low chord elevations, water surface elevations, and comparison of proposed water surface elevations with existing conditions. The scour analysis will be presented and results summarized in table format.

452.9.2 Final Hydraulics and Sediment Transport Engineering Report.
The final report will update and revise the preliminary report. Kimley-Horn will prepare written responses to one round of review comments from the preliminary report. Kimley-Horn will incorporate applicable/resolved review comments from the preliminary report.

452.9.3 Deliverables: Three draft and final copies of the Hydraulics and Sediment Transport Engineering Report including CD with model input and output and backup data. Report to be provided in PDF and Word format.

453 Preliminary Structure Selection Report

Kimley-Horn will prepare a Preliminary Bridge Selection Report for the proposed bridge at the preferred site location. The report will identify the proposed bridge typical section and will include an alternatives review of bridge superstructure and substructure types to be used. It will be coordinated with ADOT Bridge Group. It will include the review of up to three alternatives for the type of superstructure to be

used (AASHTO Precast Girders, Cast-in-Place Post Tensioned Box Girders & Steel Girders). It will also include the review of substructure alternatives consisting of either single column hammerhead piers or two column piers depending on the ultimate cross section of the bridge due to vehicle and pedestrian accommodation requirements.

454 Traffic Circulation and Travel Patterns Summary

Kimley-Horn will prepare a summary with sufficient detail to identify existing and future capacity and level of service and to develop the number of lanes required, intersection requirements, and signal warrants (if appropriate) requirements to provide an acceptable level of service through the design year.

Gila County and Central Arizona Association of Governments will be consulted as to the availability of additional traffic counts and turning movement's data for the project area.

The summary will recommend geometric cross section and lane configurations including turn lanes at intersections and other mitigation measures. A LOS "B" or better is desired for the improvements.

The Traffic Circulation and Travel Patterns Summary will be summarized in the Location/Design Concept Report.

45X Environmental Summary

Kimley-Horn will complete an Environmental Summary Report that compiles and summarizes the previously documented environmental information for the project area. This summary will be used as a tool by the project team and major stakeholders at the initial stages of the project to understand the environmental scope requirements for the project, set priorities and assist in the scheduling of environmental tasks. The Summary is not intended to meet the requirements of NEPA but to be an important planning tool to accelerate the project's schedule.

455 Biological Assessment Report

Kimley-Horn will provide the following services through and in assistance with their sub-consultant Archeological Consulting Services (ACS).

455.1 Fatal Flaw Analysis Report:

Since a number of the sensitive species found in the project area cannot be surveyed for until the summer breeding season, a brief fatal-flaw type analysis report will be prepared prior to the initiation of summer field survey activities. This report will provide the results of our initial research, agency coordination, and fall field surveys. It will also include a preliminary analysis of the biological resources for three alternative locations, so the design team will have some preliminary information with which to move forward.

455.2 Fall Field Surveys:

Surveys for desert tortoise, sensitive and some invasive plant species, and northern Mexican gartersnake can be completed shortly after the issuance of notice to proceed for the project. A pedestrian survey of the upland terrace habitat within the project area will be conducted by walking parallel transects, spaced approximately 20 meters apart. This part of the project area includes the portions of existing roads, which may need to be improved by project activities. An estimated maximum road right-of-way width of 150 feet total for this scope of work is assumed. A pedestrian survey of the portion of the project area within

the active Tonto Creek floodplain will also be undertaken. Surveys will not include 100 percent coverage of the alternative crossing locations considered (6 for alternative analysis), but will instead focus on the areas with riparian vegetation and perennial water. These surveys will assist in determining which areas have suitable habitat for southwestern willow flycatchers and yellow-billed cuckoos and will include surveys for desert tortoise and northern Mexican gartersnake.

455.3 Summer Surveys:

Beginning in the summer of 2010, protocol surveys will be conducted for southwestern willow flycatcher and western yellow-billed cuckoo within Tonto Creek. The total survey area is assumed to be discontinuous in nature but will encompass an approximate one-mile length of Tonto Creek centered on the proposed crossing location of three alternatives. Five field surveys in three survey periods will be completed for southwestern willow flycatchers according to the required USFWS survey protocol, and three visits will be completed for western yellow-billed cuckoo. To save costs, we will conduct two of the cuckoo surveys during the same field visit as the willow flycatcher surveys. The third cuckoo survey period falls outside the willow flycatcher survey period, so it will be completed separately. The surveys for willow flycatcher and cuckoos will be completed in the morning, with surveys for lowland leopard frogs and other species completed after the morning bird surveys.

455.4 Biological Assessment Report:

After the summer surveys are conducted, a Biological Assessment (BA) report summarizing the information collected on biological resources within the project area will be completed. The BA will include species natural history information, habitat descriptions, a determination as to whether the project will impact any listed or sensitive species, and any recommendations for future actions. The BA will be completed according to ADOT/FHWA and USFWS reporting standards.

456 Cultural Resources Report

Kimley-Horn will provide the following services through and in assistance with ACS.

The cultural resources scope of services will include a Class I cultural resources assessment (literature review) of the entirety of the 9-mile corridor to determine the nature, location, and extent of all previously recorded cultural resources, and to evaluate the potential impact of the bridge project on the cultural resources that are known or projected to occur in the vicinity of the alternatives. For purposes of this scope of work, this 8,200-acre area is referred to as the review area. The Class I literature review will involve several tasks.

456.1 Background Research

The background research will involve a review of site and project records on file at the following repositories:

- Tonto National Forest (TNF) Supervisor's Office.
- AZSITE Cultural Resource Inventory Database (AZSITE).
- Arizona and National Register files at the Arizona State Historic Preservation Office (SHPO).
- General Land Office (GLO) plats and survey records on file at the Bureau of Land Management (BLM) Arizona State Office.

GIS shapefiles plotting the location of recorded sites and previous projects will be requested from AZSITE. It takes up to two (2) weeks for AZSITE to respond to data requests. In the meantime, copies of site records and project maps will be obtained from the other repositories; cultural resource locations and

project boundaries from these sources will be digitized and incorporated into the AZSITE GIS layers using ArcView.

A preliminary review of TNF site maps and the AZSITE online database shows that all of the SR 188 right-of-way, as well as portions of the previously investigated alternatives, have been previously examined for cultural resources. As a result of these and other projects in the vicinity, numerous archaeological sites have been recorded. Thus, for purposes of this scope of work, we estimate that a maximum of 100 projects, and not more than 300 cultural resources, will be present within the review area.

456.2 Archival Research

Depending on the completeness of the data set received from AZSITE (or obtained from the other repositories) it may be necessary to conduct limited archival research to provide additional background information about the Historic period use of the area, to place the cultural resources in historic context, and allow recommendations for additional archaeological work (e.g., pedestrian survey). Potential research sources include, but may not be limited to, the TNF Supervisor's Office, Master Title Plats on file at the BLM, and ownership plats at the Arizona State Capitol and the Gila County Assessor's Office.

456.3 Report

A report conforming to state and SHPO specifications will be prepared discussing the results of the Class I investigation. The report will provide the following:

- A brief culture history of the project area.
- The results of the Class I literature review (and archival research, if applicable), including the National Register eligibility status of each resource (when available).
- Maps showing the location of previously recorded cultural resources and previous survey coverage in relationship to the proposed alternatives.
- Evaluation of each of the proposed alternatives in terms of potential impact to cultural resources and the need for further archaeological work (e.g., survey of previously unexamined areas, monitoring, testing, or data recovery) estimated for each alternative.
- Recommendations for a preferred alternative in terms of least potential effect to significant cultural resources.

A copy of the draft report will be sent for submittal to review agencies as appropriate. Any comments arising from the agency review will be incorporated into a final report.

456.4 Programmatic Agreement/Memorandum of Agreement

As part of the project, a Programmatic Agreement (PA) or Memorandum of Agreement (MOA) will be prepared to establish a process for and facilitate interagency consultation, review, and compliance with applicable federal laws concerning historic preservation. In the context of Section 106 of the National Historic Preservation Act, a PA differs from an MOA in that MOAs are used to resolve known and definable adverse effects on historic properties that result from a federal undertaking, and PAs are used when the effects of an undertaking are not fully known. PAs are also a tool for implementing approaches that do not follow the normal Section 106 process, in order to streamline and enhance historic preservation and project delivery efforts.

456.5 Project Closeout

Once the final report has been accepted by the lead agency, the project and accompanying site information will then be entered into the AZSITE database, as required by the Arizona State Museum (ASM) permit issued for this project. Copies of all project documentation, including GIS shapefiles, also will be provided to the TNF Supervisor's Office.

456.6 Class I Schedule

The following assumptions also apply to the proposed scope of work:

- Class I review area of approximately 8,200 acres or 13 square miles, extending north–south from the north section line of Section 35 in Township 7 North, Range 10 East, to the south section line of Section 8 in Township 5 North, Range 11 East, and extending east–west from SR 188 to approximately 100 ft east of the Cline Boulevard alignment.
- Site file checks conducted at AZSITE, TNF, SHPO, and the BLM.
- Not more than 100 previous projects and 300 previously recorded cultural resources (including GLO features) will be documented as a result of the Class I literature review.
- Previously recorded sites on TNF maps and GLO features in the review area will need to be digitized to incorporate into the project GIS layers received from AZSITE.
- The previously recorded sites and the previous survey coverage data will be displayed in two separate oversize maps (1:24,000 scale), folded and inserted in a pocket at the end of the report.
- The project area map, showing the boundaries of the review area and land jurisdiction, will be displayed in a single 11×17 page (½ inch=1 mile scale) bound within the body of the report.
- Fifteen (15) copies of the draft report will be required for agency consultation.
- Preparation of a PA/MOA for the project.
- Attendance of Cultural Resources Principal Investigator (PI) at no more than two (2) public meetings associated with the project.
- Attendance of Cultural Resources PI at not more than one (1) monthly progress meeting at Kimley-Horn, not to exceed a total of 18 meetings over the course of the project.

Assuming not more than 100 projects and 300 sites are present in the review area, the research and report preparation will take approximately four (4) months to complete.

456.7 Class III Archaeological Field Survey

As part of the Alternative Selection process additional Class III archaeological field survey will be necessary to investigate proposed alternative locations that have not been covered by recent (less than 10 years old) cultural resource survey efforts. For purposes of this scope of work, we assume that Class III surveys will be required for the three alternative locations and approach road alignments taken forward into the DCR. The Class III Survey effort will include the necessary permitting, the survey field work, site recordation and report completion to state and federal standards. The Class III surveys for the three alternatives are assumed to cover approximately 320 acres.

456.8 Archaeological Testing and Data Recovery

Archaeological testing and data recovery can be provided as an additional service if it is determined that such activities are required through the completion of the above scope of work.

457 Air Quality and Noise Analysis Reports

Kimley-Horn will provide the following services through and in assistance with LSD.

LSD will prepare separate Air Quality and Noise Analysis Report leading to and supporting the conclusions reached in the environmental evaluation. One field visit with two LSD staff is assumed for these reports. All technical documentation used to produce these reports will be submitted to ADOT. LSD will summarize impacts from the air and noise studies in the main text of the environmental document. LSD will prepare a draft and final Air Quality Report, and a summary of the final report for the environmental document.

LSD will prepare a draft and final Noise Analysis Report for the Preferred and No-Action Alternatives only. The relatively low traffic volumes, traffic mix and speeds are not anticipated to create traffic noise levels that would be effective in screening or selecting alternatives.

458 Hazardous Materials Survey Report

Kimley-Horn will conduct a Hazardous Materials Survey through the use of visual surveys, aerial photo review, past and present land use, regulatory records review, and prepare a report describing the findings and recommendations for further action. The report will be submitted to ADOT Environmental & Enhancement Group promptly upon completion of the survey. Kimley-Horn will summarize the survey results in the Environmental Document. Any further investigations or mitigation may be performed by ADOT or may be added to the scope of work by Contract Modification. Kimley-Horn will summarize the final report results and provide LSD with the summary for inclusions in the environmental document.

459 Visual Impact Analysis

Kimley-Horn will provide the following services through and in assistance with LSD.

LSD will prepare a Visual Impact Analysis of the selected alternatives. LSD will summarize the visual impacts in the Draft EA. The Visual Impact Analysis will not be developed as a separate technical report however all supporting calculations and documentation will be included as an appendix within the Draft EA.

460 404/Jurisdictional Delineation

During Phase I of the project, Kimley-Horn will identify and establish boundaries for areas considered jurisdictional under Section 404 of the Clean Water Act. Kimley-Horn will utilize methodology approved by the U.S. Army Corps of Engineers (Corps) for establishing the ordinary high water mark for waters of the U.S. located within the project area. The preliminary jurisdictional delineation will be submitted to the Corps for concurrence with the proposed jurisdictional boundaries shown on aerial photography and documented in data sheets and ground photography.

The task will include the following steps:

- Field reconnaissance to identify and establish boundaries of the Section 404 jurisdictional areas in the project area focusing on the locations to be carried forward into the DCR including Tonto Creek and side tributaries
- Photographic and field note documentation of the establishment of the jurisdictional boundaries
- Hand transfer of jurisdictional boundaries and data points to aerial photography or site topographic map while in the field
- Transferred of jurisdictional boundaries into AutoCAD/GIS/MicroStation and overlay onto the aerial photography
- Perform a qualitative evaluation of wildlife habitat and vegetation communities within the project boundaries
- Evaluation of the site for the potential habitat for protected species
- Preparation of a technical memorandum that will document the methodology and results of the evaluation - this memorandum will be submitted to the Corps for concurrence on the preliminary delineation.

- Preparation of a summary for the County that summarizes the technical memorandum and includes detailed recommendations for Section 404, and 401 permitting requirements under the Clean Water Act.

This task does not include the preparation of an approved determination through the U.S. Environmental Protection Agency (EPA) or a significant nexus evaluation.

465 INITIAL LOCATION/DESIGN CONCEPT REPORT (Concurrent with Draft Environmental Document)

Kimley-Horn will prepare an Initial Location/Design Concept Report. All work will be addressed in sufficient detail to clearly document the design concept, substantiate recommendations, document alternate considerations, and identify environmental impacts.

The following outline will be used in preparing the Location/Design Concept Report:

Cover Sheet

The Cover Sheet will contain the Project Route No., County, Milepost if appropriate, ADOT TRACS No. Federal Reference No., Project Name. Type of report Initial, or Final, prepared for Gila County by Kimley-Horn, and date.

Title Page

Table of Contents

Executive Summary

Brief description of project purpose, location, and scope, TRACS and Federal Aid Project Numbers, milepost limits, length of project, route number, county, program year, programmed and estimated costs, identification of consultant involvement, required coordination with other projects, local government agreements, , specification of public lands involvement such as National Forest, Indian Reservation, etc. The preferred alternative will be identified. The estimated cost of design, construction, utility relocation's and right-of-way will be noted for the preferred alternative.

List of Figures

Introduction

Foreword

Identify the AASHTO Classification of the roadway. Identify the posted speed(s). Identify and discuss the major traffic generators.

Need for Project

Include a complete analysis of why the project is needed. The analysis should describe how the existing roadway is functioning and the reasons that prompted Gila County and ADOT to investigate a project at this location. Any cause/effect relationships suggested by review of existing data and interviews with the parties involved will be identified and discussed.

Project Objectives

Completely describe the objectives of the project. The data in this section is dependent on the analysis presented in the "Need for the Project" section of the report. The objectives to be accomplished by the project should be the remedies needed to correct the problems identified in "Need for Project."

Characteristics of the Project Area

This section will include, but not be limited to the following data:

- The width of the existing(s) roadway/pavement and the type of pavement section.
- The lane and shoulder widths of the existing roadway.
- The design speed(s) of the existing roadway.
- All previous projects constructed within the improvement section will be identified.
- The horizontal and vertical alignments of the existing roadway will be described.
- A description of the existing right-of-way will be included. The minimum and maximum right-of-way widths will be noted, and the type of right-of-way, easement or deed, will be identified. The types of ownership within the project – private, Forest Service, etc. - will be identified.
- The drainage characteristics of the area will be described. Watersheds, drainage's, or waterways within or adjacent to the project will be identified. A description of all drainage and irrigation facilities within or adjacent to the project will be included. If there are any agencies or other authorities responsible for the drainage or irrigation facilities, they will be identified.
- The total number and type of existing drainage structures (bridges, pipes, and concrete box culverts) will be listed.
- The surrounding topography and terrain will be described. The primary geology, soils, and vegetation will be identified.
- The future land use proposed for the area will be described. If there are any major developments proposed, they will be identified and described.

Description of the Project

Include a complete description of the proposed work <u>for the preferred alternative only.</u> The following data will be included in the description:

- The length of the project
- The termini of the project. Each terminus will be identified by milepost and station.
- The total pavement width. The lane widths and shoulder widths will be listed. If there is more than one type of typical section proposed, each will be completely described, and the effective milepost limits of each will be listed.
- The total number of lanes will be noted.
- Any new right-of-way that is needed will be identified and described. The quantity needed, in acres, and the type of ownership (residential, commercial, Forest Service, etc.) will be listed
- If curb, gutter, sidewalk, median treatments, or intersection improvements are proposed, they will be identified and described.
- The striping, marking and signing improvements will be identified and described.
- Any safety upgrades proposed - slope flattening, curve reconstruction, guardrail upgrades, culvert extensions, hazard removals, etc. - will be identified and described.
- Any drainage improvements proposed - storm-drains, culverts, catch basins, bank protection, scour protection, channel reconstruction, basins, etc. - will be described.
- Any utility or irrigation system improvements or conflicts that will impact the design and construction of the project will be identified and described.
- The traffic control proposed for the project - detours, construction phasing, tie-ins to adjacent roads, etc. - will be identified.

Location and Vicinity Maps

Traffic and Accident Data

The L/DCR's will have a "Traffic and Accident Data" Chapter. The Chapter will contain the following sections:

Traffic Analysis

Source of Data

The sources that provide traffic data for the report will be referenced.

Origin-Destination Study

Summarize the results of the origin-destination study, if one was conducted.

Traffic Data

- The Average Daily Traffic (ADT) Volumes, in vehicles per day, will be listed. The volumes for both the construction and design years will be listed.
- The Design Hour Traffic Factor (K), in percent
- The Directional Distribution Factor (D), in percent.
- The Truck Factor (T), in percent
- If needed, intersection counts (including turning movements) and diagrams will be included.

Traffic Operational Analysis

This section will discuss the results of the traffic analysis and the impacts/solutions suggested by review of the data.

Accident Analysis

Source of Data

The sources that provide traffic data for the report will be referenced.

Accident Data

An itemized list that shows the types and numbers of accidents within the improvement section during the last five year period will be included. In addition, the total number of accidents, the number of accidents involving injuries, and the number of accidents involving deaths will be listed.

Location Analysis

The Chapter will contain the following sections:

Introduction

Reasons why location is an issue will be discussed. The discussion should include background information explaining why particular alternative locations are being evaluated and what the issues are driving the development of the different alternatives. A discussion of field inspections, meetings, and input from others will be included.

Description of Alternative Alignments

This section will include a complete description and rationale of each alternative alignment proposed, including the existing conditions. The alignments and impacts of each alternative will be fully described.

Evaluation of Alternative Alignments

The pros and cons of each alternative location will be discussed. Each alternative will be evaluated for the following impacts: present and future land use, right-of-way, environmental, cultural resources, archeological, cost, constructability, traffic control, safety, drainage, earthwork, flood-plains, utilities, structures, socio-economic considerations, impact on present and future land uses, preferences of outside agencies and other parties, and design exceptions. A matrix chart will be prepared to evaluate the alternatives. Each alternative will be listed at the left of the matrix, and each impact will be listed at the top. A score will be assigned to each impact to indicate its relative difference between alternatives. Impacts will be weighted so one impact can be directly compared to another. The criteria used to assign scores to the different impacts will be explained and discussed.

Conclusions

The preferred location will be identified, and the reasons and logic used to select it will be explained. Does cost exceed the programmed amount? Does the preferred alternative have the least amount of negative impacts? Can negative impacts be mitigated? Is the preferred solution interim or within the long-term goals of the overall project purpose?

Design Concept Alternatives

This chapter will contain the following sections:

Introduction

This section will include background information explaining why particular Design Concept Alternatives are being evaluated and what the issues are driving the development of the alternatives.

Design Concept Alternatives Considered and Discontinued

This section will include a brief description of each Design Concept Alternative that was considered and discontinued. The alignments and impacts of each alternative will be briefly described. The reasons for dropping the alternatives will be explained.

Design Concept Alternatives Studied

This section will include a complete description of the three Design Concept Alternatives that were considered for further development. The alignments and impacts of each alternative will be fully described.

Evaluation of Alternatives

The pros and cons of each alternative alignment will be discussed. Each alternative will be evaluated for the following impacts: present and future land use, right-of-way, environmental, cultural resources, archeological, cost, constructability, traffic control, safety, capacity, level of service, drainage, earthwork, flood-plains, utilities, structures, socio-economic considerations, and design exceptions. A matrix chart will be prepared to evaluate the alternatives. Each alternative will be listed at the left of the matrix, and each impact will be listed at the top.

Conclusions

The preferred alternative will be identified, and the reasons and logic used to select it will be explained.

Major Design Features of the Preferred Alternative

This chapter will contain the following sections

Introduction

This section will describe the purpose of this chapter

Design Controls

This Section will include a complete list of the Design Controls proposed for the preferred alternative. The following Design Controls will be listed in the report:

- Project Design Year
- Design Speed(s)
- Geometrics Slope Standards
- Superelevation
- Maximum Degree of Curve
- Maximum Grade
- Typical Section
- Roadway Width
- Lane Width
- Shoulder Width
- Type of Access Control
- Right-of-Way Width

Horizontal and Vertical Alignments

This section will include a complete description and discussion of the horizontal and vertical alignments proposed for the preferred alternative. The beginning and ending stations of the alignments will be listed as well as the number of curves, spirals, and tangents.

Access

Based on Kimley-Horn's review of property ownership abutting the proposed right-of-way, existing and proposed land use, Gila County policy, etc., Kimley-Horn will recommend the access control concept for the alignment alternatives. The location of known or currently proposed intersections and turnouts will be shown on the conceptual plans. Access requirements for recreation, property and businesses abutting both existing and new right-of-way will be considered. Any special features that are needed to provide access control (such as fencing, gates, and curbs) will be identified and discussed. Any special access roads or entrances will be identified. Any access required for future developments will be identified and described.

Right-of-Way

This section will include a complete discussion of the right-of-way requirements for the preferred alternative. Kimley-Horn will identify the requirements for new right-of-way and easements, including, but not limited to: new roadway right-of-way, slope easements, drainage easements, and temporary construction easements. An estimated cost of the proposed right-of-way will be included. The accuracy of the R/W requirements will be commensurate with the design effort. Existing and future land uses, zoning and special uses and their possible effect on the corridor will be summarized and discussed. Include the quantity (in acres), width, and station limits of any new right-of-way required. Identify any private or public groups who control the needed right-of-way, such as the Forest Service, or Indian Tribes. If special right-of-way impacts are involved, they will be described. For example, if only a partial take of a parcel is needed, the associated impacts on the landowner should be discussed. If operations of a business located on the property will be affected, this should be noted.

Drainage

This section will reference and summarize the information presented in the Preliminary Drainage Report and will include a description of the drainage impacts associated with the preferred alternative, and a description of the proposed improvements. It will document existing drainage conditions on parcels upstream and downstream of the proposed roadway improvements. Upstream and downstream impacts caused by proposed drainage modifications will be identified and discussed. Drainage solutions which do not negatively impact existing conditions will be provided. This section will include a summary of hydrologic data and a tentative drainage layout for cross-drainage and tentative structure sizes. Any drainage facility improvements proposed for the project - cut ditches, channels, storm drains, catch basins, culverts, bank protection, scour protection, channel reconstruction, etc. - will be identified and described. Requirements for special design details will be identified. If a drainage study is needed for the project, this fact will be noted and the drainage work to be addressed by the proposed study will be described.

Flood-plain Considerations

This section will include a description of the flood-plain impacts associated with the preferred alternative. A statement will be included noting whether or not any areas have been identified by FEMA as 100-year flood-plains. If the proposed project encroaches on a flood plain, the impacts associated with the encroachment will be identified and described.

Section 404 of the Clean Water Act

This section will include a statement and potential requirements concerning whether or not the preferred alternative qualifies for any nationwide or individual permits required under Section 404 of the Clean Water Act.

AZPDES Permit:

This section will contain the statement; "Any construction project that will disturb five (5) or more acres of land area will require an Arizona Pollutant Discharge Elimination Systems (AZPDES) general permit as directed by Section 402(p) of the Clean Water Act." Kimley-Horn will identify the need for any such permits

Geotechnical

This section will reference and summarize the results of the Preliminary Geotechnical Report.

Earthwork

This section will include a description of the earthwork impacts for the preferred alternative. Kimley-Horn will attempt by adjustment of roadway geometrics to balance the earthwork within the limits of the preferred design projects to a level commensurate with the study. The estimated total embankment, borrow, or waste will be specified. Any special earthwork, such as cut ditches or slope flattening, will be described. Any nearby borrow pits or waste disposal sites will be identified. If the right-of-way is controlled by the Forest Service, Indian Tribes, or other involved party, the preferences of the party concerning the earthwork will be noted. The Forest Service often has specific requirements concerning the location of pits, interim stockpiling of materials, treatment of side slopes, and the disposal of waste. A statement will be included concerning whether or not the earthwork will be balanced. If the earthwork will not be balanced, the quantities of borrow or waste will be specified.

Constructability and Traffic Control

This section will include discussion of the constructability and traffic control issues of the preferred alternative. Any special features of the project that will make the improvements difficult to construct will be identified and discussed. A detailed description of proposed detours, tie-ins to adjacent projects, construction phasing, and other traffic control measures will be presented. Recommendations for signing marking and signals will be included. The following sentence will be included: "Traffic control will be specified by a traffic control plan or procedures and guidelines in the ADOT Traffic Control Manual for Highway Construction and Maintenance." The following sentence will be included: "Access to adjacent properties will be maintained during construction." If special measures are to be taken to provide access, a description of the measures will be included.

Intersections

This section will include discussion of any intersections that will be constructed or upgraded as part of the preferred alternative. Intersection geometrics will be addressed. Pull-out and turn-out treatments will be addressed. All intersection improvements including signals, signing, and marking will be identified and discussed.

Utilities

Based on existing records along with prior rights information, Kimley-Horn will identify all utilities within the general project limits to determine potential conflicts and relocations. Kimley-Horn will indicate the horizontal and vertical location for all known existing utilities from utilities' records on the alternative drawings. Kimley-Horn will identify any alternatives possible to minimize or eliminate utility line conflicts and may be required to prepare a relocation concept and cost estimate for utilities that are being impacted by the project.

Structures

Kimley-Horn will determine the type of structure(s) needed for the project, and will recommend alternative structures and structure depths to the extent necessary for development of roadway concepts. A Structure Selection Report to identify type, size, and location (T.S. & L.'s) is required for preliminary cost comparisons and as a part of the study.

Pavement Design

This section will include a description of the pavement design proposed for the preferred alternative.

Construction Water Sources

Kimley-Horn will identify potential construction water sources, assess their availability and assess the potential for the water sources to meet the requirements of the project.

Social, Economic and Environmental Considerations

The report will include an overview of impacts, displacements, and potential hazardous waste sites, Section 4(f) lands, Section 404 & 401 Clean Water Act, flood-plains, wetlands, historic and archaeological preservation, and will identify the extent of NEPA documentation required and identify cooperating agencies.

Environmental Mitigation Requirements

Environmental Mitigation Requirements will be outlined in the Location/Design Concept Report exactly as presented in the Environmental Document.

Itemized Cost Estimate

This chapter will contain an itemized cost estimate for the preferred alternative. Itemized cost estimates for other alternatives will be placed in the Appendix. Estimated costs for right-of-way and utility relocation's will be addressed separately for each alternative. The cost estimate accuracy will be commensurate with the design effort and will include appropriate contingency factors. The basis of the estimate will be the current cost data from ADOT's E2C2 database. Right-of-way estimates will be "order of magnitude" estimates based on the best available information.

Appendices

All L/DCR's will have the appendices listed below. The appendices will be tabbed for quick reference.

Detailed Cost Estimates for Other Alternatives

This appendix will contain the detailed cost estimates for alternatives other than the preferred alternative. Each estimate will be properly identified and separated from the others.

Typical Sections

This appendix will contain the typical cross sections proposed for the project. If alternative sections were evaluated and dropped, these sections will also be shown and clearly identified. The preferred sections will be clearly identified as the preferred ones and separated from the others.

Horizontal and Vertical Alignment Exhibits

Exhibits for all horizontal and vertical alignments proposed and evaluated will be placed in this appendix. The alignment for the preferred alternative will be placed before the others and noted as the preferred alternative. Each alternative will be clearly identified and separated from the others. Horizontal and vertical alignments will be developed to such refinement that grades can be reasonably determined and earthwork, drainage, right-of-way, environmental impacts and utility conflicts can be identified.

470 DRAFT ENVIRONMENTAL DOCUMENT (Concurrent with Initial Location/Design Concept Report)

Kimley-Horn will provide the following services through and in assistance with LSD.

The environmental studies to be performed for the preparation of the NEPA document will proceed concurrently with the activities required to reach submittal of the Initial L/DCR. If any ground-disturbing activities are deemed necessary prior to final environmental clearance, coordination and approval by Gila County and/or affected federal, state, and local agencies will be required. LSD assumes FHWA is lead federal agency and TNF will participate as a cooperating agency. An environmental assessment (EA) is assumed to be the appropriate NEPA documentation for the project. If during the project, FHWA determines that an environmental impact statement is the appropriate level of NEPA documentation, LSD reserves the right to amend this Scope of Services.

During the course of the environmental evaluation, LSD will maintain regular contact with Kimley-Horn, Gila County, FHWA, ADOT, and TNF, advising the Project Team of the progress of the work, the problems encountered and the resolutions thereof.

LSD will prepare a series of administrative drafts of the EA documents for circulation to the County, ADOT, and eventually to FHWA and TNF. LSD will prepare the initial Working Draft EA in accordance with the FHWA and ADOT guidelines for NEPA documentation. The Working Draft EA will be submitted to Gila County and ADOT for their concurrent review and comments. Once comments have been received, a comment resolution meeting on the Working Draft EA will be held either at the LSD, Kimley-Horn, or ADOT Phoenix offices. Appropriate staff members from ADOT, County, KHA and LSD will attend the comment resolution meeting. LSD will prepare a comment resolution matrix to list all comments received and the proposed response to each comment. The matrix will be distributed to the appropriate project team members prior to the comment resolution meeting. After the comment resolution meeting, LSD will revise the initial Working Draft EA as required and submit the second Working Draft EA to County and ADOT for concurrent review and comment. After County/ADOT review and the incorporation of comments on the second Working Draft EA, LSD will prepare the Pre-Draft EA. ADOT will determine if the Pre-Draft EA document is ready to go to FHWA for review and if it is, ADOT will submit the document to FHWA. It is assumed that the TNF will complete a concurrent review with FHWA of the NEPA document.

After FHWA and TNF have completed their review of the Pre-Draft EA, a comment resolution matrix will be prepared. A comment resolution meeting on the Pre-Draft EA will be held either at the LSD, KHA or ADOT Phoenix offices. Appropriate staff members from FHWA, TNF, ADOT, County, Kimley-Horn, and LSD will attend the comment resolution meeting. LSD will prepare a comment resolution matrix to list all comments received and the proposed response to each comment. The matrix will be distributed to the appropriate team members prior to the Pre-Draft EA comment resolution meeting. After the comment resolution meeting, LSD will revise the Pre-Draft EA as required and submit the Draft EA to the County for submittal to ADOT for signature. ADOT will forward the document to FHWA for their signature. LSD will distribute the Draft EA to the review agencies and place the document in the appropriate location for local review by the public. The County will distribute the Draft EA document to ADOT, TNF, and FHWA.

After the public hearing on the Draft EA, LSD will prepare a Draft EA for review and publication. FHWA will be the Lead Agency for the NEPA Document. Determination of the Draft EA format will be discussed with and agreed upon by FHWA, ADOT, and other participating agencies, prior to data gathering for the Technical Reports. Pre-review of the Draft EA by Gila County and ADOT Local Government will be required prior to submittal to FHWA and other participating agencies. Signatures by FHWA and ADOT are required prior to publishing and distributing to other agencies for review and comment.

The Draft EA will include the contents listed below:

1. Signature page for ADOT EPG and FHWA signature and statement that the EA has been prepared in accordance with Federal guidelines and NEPA.

2. List of Mitigation Measures - All mitigation described in the main text of the EA will be summarized here. Each mitigation measure will be reviewed for feasibility and consistency with current federal regulations and ADOT standards. The mitigation measures will be divided into the various agencies' and contractor's responsibilities.

3. Chapter 1 – *Introduction*

   The initial chapter in the EA will explain what the purpose of the EA is and the project location and background.

4. Chapter 2 - *Purpose and Need for the Project*

   This chapter will provide a detailed project description, including the project location (with state and vicinity maps), the project purpose and need, existing project area characteristics, and project components. The need for new right-of-way, temporary construction easements, and existing land use and ownership will be identified. Existing and projected traffic volumes and conditions will be presented, and an estimated construction cost will be provided.

   Up to five figures depicting the project vicinity, project corridor, specific project limits, existing roadway plan view, and existing roadway sections are anticipated for this chapter of the EA. KHA will provide electronic files of the roadway plan, profile and roadway sections; and also will provide information regarding right-of-way requirements; alignments; freeway access; drainage and utility requirements; construction schedule and sequencing; and preliminary cost estimates for each alternative. KHA also will provide recent aerial photography to LSD if available.

5. Chapter 3 - *Alternatives Considered*

   Chapter 3 will begin by presenting the alternatives that were considered but eliminated from further consideration. The discussion shall briefly state the reasons these alternatives were eliminated. Four figures are assumed for this chapter of the EA. Chapter 3 will then identify the preferred alternative retained for study in the EA. All major design features including plan views, roadway sections, right-of-way requirements, alignments, drainage, utilities requirements, structural modifications, materials and disposal sites, traffic control, earthwork, construction schedule and sequencing, and preliminary cost estimates will be presented, as identified by Kimley-Horn.

6. Chapter 4 - *Affected Environment, Environmental Consequences, and Mitigation Measures*

   Chapter 4 will address the affected or existing conditions within the study area and the potential environmental consequences associated with the preferred alternative. LSD will be responsible for analysis of the environmental elements listed below or as noted.

   a. Land Ownership, Jurisdiction, and Land Use

   Existing land use within and adjacent to the project area will be described and potential impacts on existing and proposed land uses will be addressed by LSD. Ownership will be noted as private, federal, state, and county. Land ownership immediately adjacent to the project will be noted and the potential effects will be qualitatively described. KHA/County will determine the amount of right-of-way acquisition

necessary for the project. Two figures are assumed for this chapter. KHA/County will provide property ownership.

b. Social and Economic Considerations

Social considerations include public schools and parks, churches, medical facilities, public transit, police and fire services, and issues of relocation and community disruption. Items addressed include existing public services that may be affected by the project and qualitatively describe potential effects including changes in service travel time and circuitry of access. Potential impacts on pedestrian, equestrian, and bicycle facilities will be addressed by LSD as well as construction impacts to the community.

Economics considerations will briefly describe commercial development in the area and discuss the direct effects associated with improved traffic operations including development and redevelopment opportunities.

c. Title VI and Environmental Justice

This section will identify existing concentrations of minority, elderly, women head of households and low-income groups as well as potential impacts on these populations consistent with Executive Order 12898 (and Title VI of the Civil Rights Act). This section will also address relocation assistance for minorities under the ADOT Relocation Assistance Program, as applicable. One figure may be prepared for this section. LSD will use the U.S. Department of Commerce, Bureau of the Census 2000 Summary File to determine the presence of the protected populations within and immediately adjacent to the project limits. Door-to-door surveys will not be undertaken nor will the development and distribution of a questionnaire.

d. Cultural Resources

This section will address potential impacts to cultural resources within the project area. A cultural resources survey and report of findings will be completed for the EA by Kimley-Horn and ACS. Kimley-Horn and ACS will provide LSD will a summary of the report for inclusion in the EA..

e. Section 4(f)/6(f)

This section will address potential Sections 4(f) and 6(f) impacts. Section 4(f) resources include public recreation areas, public parks, historic properties, or wildlife and waterfowl refuges. Section 6(f) resources are recreational properties acquired with grant funds from any Interagency Committee for Outdoor Recreation (IAC). Preliminary review indicates that there will be no impacts on any Section 6(f) resources. This section will address the potential presence of Section 4(f) resources within the project area, their local significance, potential impacts resulting from this project, and how those impacts will be mitigated. Section 4(f) resources are present in the immediate vicinity and an evaluation of the proximity impact on the resources will be completed in the EA. If a detailed evaluation is needed for direct impacts to Section 4(f) resources, a modification to this Scope of Work may be required.

f. Hazardous Materials

Kimley-Horn will prepare and summarize the Preliminary Initial Site Assessment for hazardous materials to LSD. LSD assumes that the KHA assessment will meet ADOT requirements and all applicable federal hazardous materials regulations. Kimley-Horn will summarize the results of the assessment for inclusion in the EA.

g. Air Quality

A separate technical air evaluation will be conducted for the EA by LSD. A summary of the technical report will be included in the EA.

h. Noise

A separate technical noise evaluation will be conducted for the EA and provided by LSD. A summary of the technical report will be included in the EA.

i. Utilities

This section will describe the type and location of affected utilities as identified by Kimley-Horn/County. Temporary service disruptions and potential future utility demand indirectly created by the project will be qualitatively described, as appropriate.

j. Visual (Scenic) Resources

This section will address potential impacts to visual/scenic resources within the project area. A separate technical report on the scenic resources assessment will not be completed. The assessment of scenic resource impact will summarize the existing visual character of the corridor and evaluate the general change in the visual character. No documentation will be provided of the existing visual or scenic quality of the corridor or the change in visual quality from construction of the proposed roadway improvements. Landscape modifications will be evaluated only on the Preferred Alternative to determine the location and type of appropriate mitigation measures. No separate visual assessment report is included in this Scope of Work.

The Forest Service has developed standardized procedures for evaluating visual resources as part of its Scenery Management System (SMS). The Forest Service's SMS will be used to evaluate whether or not the proposed improvements to the roadway would fall into the allowable management activities for the project areas designated scenic integrity objective.

k. Recreation

This section will address potential impacts to planned and existing recreation facilities within 0.5-mile of the project area. LSD will include this analysis in the EA document based on available information from the TNF and the County..

l. Drainage and Floodplain Considerations

LSD will review Federal Emergency Management Agency maps for floodplain in the project vicinity. Kimley-Horn will evaluate the project's potential impact to floodplains and the drainage considerations associated with the proposed project and provide this information to LSD for inclusion into the EA.

m. Water Resources, Section 404 of the Clean Water Act, and National Pollutant Discharge Elimination System

This section will address potential impacts to water resources, based on delineation windshield survey of the project limits, and preliminary design information to be provided by Kimley-Horn. The EA will state whether or not an Arizona Pollutant Discharge Elimination System permit will be required for the project based on input from Kimley-Horn/County.

n. Vegetation and Invasive Species

LSD will address the likelihood of the presence of invasive species within the project area. An invasive species survey for the project area will not be undertaken. A general description of the vegetation within the project limits also will be provided in the EA.

o. Material Sources and Waste Materials

Material sources will be identified within the project limits. Treatment of waste materials will be discussed in the EA based on information provided by Kimley-Horn.

p. Secondary and Cumulative Impacts

This section of the EA will qualitatively describe secondary and cumulative impacts on critical, at-risk resources.

7. Chapter 6- *Public Involvement /Project Coordination*

ADOT CCP or their consultant will summarize the public involvement process and input received from the agencies and public and forward copies of the information electronically to LSD.

8. Chapter 7- Conclusion

LSD will prepare a summary table of the potential impacts from the proposed project.

9. Chapter 8- Project *Preparers and Contributors*

LSD will list those would participated in the development and review of the EA.

LSD will prepare the Final EA in accordance with FHWA guidelines for compliance with NEPA. The Final EA will be prepared using an addendum-style format. This task will include review of public and agency comment letters and response to the comments for inclusion in the Final EA and necessary revisions to the EA text. The Final EA will be prepared as an errata document that will identify any revisions to the Draft EA, the summary of the agency and public comments, and include the transcripts of the public hearing.

After the end of the public/agency 30-day comment period and after a copy of the court recorder's report has been received by the County, LSD will prepare the comments and responses to the comments on the Draft EA. LSD will prepare up to 20 responses to comments from input from the various agencies and the public. A comment resolution meeting on the Draft EA will be held either at the LSD, Kimley-Horn, or ADOT Phoenix offices. Appropriate staff members from FHWA, ADOT, County, TNF, Kimley-Horn, and LSD will attend the comment resolution meeting. The summary will be distributed to the appropriate staff prior to the Draft EA comment resolution meeting.

After the comment resolution meeting, LSD will prepare the Working Draft Final EA and submit the Working Draft Final EA to the County for submittal to ADOT for review and comment. After ADOT review and the incorporation of comments on the Working Draft Final EA, LSD will prepare the Draft Final EA. The County and ADOT will review the Draft Final EA document and provide any comments. LSD will prepare the Pre-Final EA to go to FHWA and TNF for review, and submit the Pre-Final ADOT for ADOT to determine if the document is ready to go to FHWA. ADOT will submit the document to FHWA.

After FHWA and the TNF have completed their review of the Pre-Final EA, a comment resolution matrix will be prepared. A comment resolution meeting on the Pre-Final EA will be held either at the LSD, Kimley-Horn or ADOT Phoenix offices. Appropriate staff members from FHWA, TNF, County, ADOT, Kimley-Horn, and LSD will attend the comment resolution meeting. LSD will prepare a comment resolution matrix to list all comments received from the County, ADOT, FHWA, and TNF and the proposed response to each

comment. The matrix will be distributed to the appropriate County, Kimley-Horn, FHWA, TNF, and ADOT staff prior to the Pre-Final EA comment resolution meeting.

After the comment resolution meeting, LSD will revise the Pre-Final EA as required and submit the Final EA to the County for their submittal to ADOT for their approval, signature, and distribution to FHWA. If a Finding of No Significant Impacts is determined by FHWA, LSD will distribute the Final EA to the review agencies and jurisdictions. ADOT will distribute the Final EA to ADOT, FHWA, and TNF.

480 REVIEWS AND APPROVALS

482 Project Team Meeting (Location/Design Concept Report and Environmental Document)

After distribution of the Initial Location/Design Concept and Draft Environmental Document, a Project Team Meeting will be held to solicit comments and obtain consensus from the Project Team and to prepare for the Agency and Public Information Meetings. The Project Team Meeting will be held two to four weeks prior to the Agency and Public Information Meetings.

484 Agency Meeting (Location/Design Concept Report and Environmental Document)

After distribution of the Initial Location/Design Concept and Draft Environmental Document, an Agency Meeting will be held to solicit comments and obtain consensus.

486 Public Hearing (Location/Design Concept Report and Environmental Document)

After distribution of the Initial L/DCR and Draft EA, a formal Public Hearing will be held in Gila County to solicit public comments. LSD, in conjunction with Kimley-Horn, will coordinate and assist Gila County with the hearing.

Representatives from the project team will meet at least four weeks prior to the public hearing to plan for the hearing and to discuss the presentation, presentation materials, nametags, sign-in sheets, and any other relevant items. A second preview meeting will be held at least one week prior to the public hearing to finalize the presentation and confirm specific roles during the hearing will be assigned.

There will be one public hearing to present the impact analysis findings and other information from the draft environmental document to the public, to answer questions, and to solicit comments. The public hearing will be an open-house format at the start of the meeting. There will be a presentation, followed by a question-and-answer session if the project team determines it is appropriate. The meeting will conclude with an open-house format for the public to speak one-on-one with project team members and make comments. A court reporter will record the presentation and oral comments made during the public hearing but will not record discussions during the open-house period.

The public hearing will be scheduled to occur at the mid-way point of the 30-day public review period. The location of the hearing will be in the vicinity of Punkin Center.

For this public hearing, LSD will:

- Provide three staff members to support the hearing
- Coordinate meeting logistics
- Develop public notification materials (newspaper advertisement, press release, and flier)
  Print and distribute public notification flier
- Provide meeting materials, including nametags for project team representatives, sign-in sheets, comment sheets, handouts, and light refreshments

- Providing Section 508-compliant meeting materials
- Provide the signs to direct people to the hearing location
- Arrange and pay for a court reporter to be at the public hearing
- Coordinate distribution of public hearing transcripts to Gila County (assumes 100 pages, two originals and one electronic copy)
- Arrange for and pay for a Spanish Language Translator

Kimley-Horn will:

- Mail out the meeting notification to all private property owners within the project area as defined in Section 428
- Provide LSD with technical information for public presentation materials, such as the handout and PowerPoint presentation
- Prepare presentation exhibits and provide easels
- Lead or assist with the hearing presentation

Gila County will:

- Provide direction for the PowerPoint presentation to be used at the hearing
- Make the PowerPoint presentation at the hearing or delegate this responsibility to Kimley-Horn
- Be responsible for meeting notification for the public hearing in the appropriate newspapers will be the responsibility of Gila County

488 Comment Resolution and Consensus

Depending on the nature of the comments received during the Project Team Meeting, the Agency Meeting, and the Public Hearing, it may be necessary to conduct additional comment resolution and consensus meetings and to prepare additional project documentation. The nature and scope of this work will be established based on consultations with the Gila County Project Manager.

At this time, Kimley-Horn and LSD assumes that additional project or public meetings will not be needed.

490 FINAL LOCATION/DESIGN CONCEPT REPORT (Concurrent with Final Environmental Document)

Kimley-Horn will prepare the Final Location/Design Concept Report for signatures and distribution.

The report will document the selection of the alternative to be programmed for construction and will include refinements of the information developed since the Initial Location Design Concept Report and modifications resulting from review comments and public comment.

Kimley-Horn will submit the Final Location Design Concept Report, sealed by an Arizona-registered Professional Engineer.

495 FINAL ENVIRONMENTAL DOCUMENT (Concurrent with the Final Location/Design Concept Report)

Refer to Task 470 for the description of the final environmental document preparation.

LSD, with assistance from Kimley-Horn, will establish and maintain an Administrative Record of all the information FHWA considered in its Record of Decision.

498 Document Distribution

Kimley-Horn will print and distribute reports as follows:

1. Upon completion of any report for distribution, Kimley-Horn will prepare and submit, to Gila County, two preliminary copies of the complete document, transmittal letter, and distribution list for pre-review.
2. Upon receipt of comments, Kimley-Horn will prepare and distribute the documents for formal review. Copies of review submittals and finalized documents will be delivered to Gila County and ADOT Local Government accompanied by a transmittal letter and distribution list with complete mailing addresses. All deliveries will be by hand or overnight courier.
3. Reviewers will be asked to submit their comments on separate comment forms.

The number of copies to be distributed should be confirmed with the Gila County Project Manager and ADOT Local Government prior to printing.

500 30% Plans and Estimates (concurrent with or included in the Final Design Concept Report)

Kimley-Horn will prepare 30% level plans and estimates for the selected alignment as part of the Final DCR. These plans will serve as the basis for development of the final PS&E construction documents in Phase II of the project.

The 30% Plans will include:

- Face Sheet
- Standard Drawings
- Design Sheets
- Barrier Summary Sheets
- Pipe Summary Sheets
- Detail Sheets
- Geometry Sheets
- Plan Sheets
- Construction Phasing/Traffic Control Sheets
- Pavement Marking and Signing Sheets
- Bridge Plan, Elevation and Typical Section Sheets
- Preliminary Drainage plan sheets
- Preliminary Right-of-Way Plans/Determination

Non-plan sheet items:

- Final Bridge Selection Report

Final Design

The scope for Tasks 550, 560, 570, 580 and 590 are provided as follows. Kimley-Horn does not anticipate this scope to deviate regardless of the ultimate location selected in the L/DCR. The attached fees for these tasks are for budgetary purposes. The scope and fees for Final Design will be reviewed and modified after completion of the approved L/DCR prior to proceeding forward with the work.

550 Phase II Final Design

Phase II Final Design will commence after approval of the Final Design Concept Report and the Environmental Document. Phase II will include the following (modified as needed through discussion with Gila County prior to beginning the work).

Submittals will consist of 60%, 95% and 100% PS&E signed and sealed construction documents. Special provisions, quantities, and cross sections with an earthwork report will be provided at each submittal.

Preparation of the 60% and 95% submittals will incorporate any changes, corrections, and/or additions within the limits of this scope as a result of the preceding submittal review process. Preparation of the 100% PS&E will incorporate any adjustments or corrections made during the review of the 95% submittal. To maintain the schedule, an over-the-shoulder review process will be used to minimize surprises and shorten the review process.

One full-size and up to 20 half-size plan sets will be provided for the 60% and 95% submittals. A standard plan sheet size of 22"x 34" (ANSI "D" Size) will be used for full size plan sets with 11"x 17" used for half-size. 100% PS&E will be on vellum; all review submittals will include one set of full-size plans and up to 20 sets of 11x17 on standard bond paper.

The following matrix includes the type of sheets anticipated.
P = Preliminary, F = Final, S = Sealed

Sheet	60%	95%	100% PS&E
Face Sheet	P	F	F
Design Sheets & Index (Typical Sections, Pavement Structural Sections, General Notes, Earthwork table)	P	F	S
Summary Sheets (Culvert, Barrier)	P	F	S
Special Detail (if required)	P	P	S
Drainage Plan & Profile and Drainage Details	P	F	S
Geometric Sheets (scale - 1"=100', full size)	F	F	S
Selected Alternative Plan & Profile Sheets (scale - 1"=50', full size)	P	F	S
Staking Plans (scale – 1"=20"	P	F	S
Intersection Plans & Details (scale - 1"=20', full size)	P	F	S
Side Road/Turnout Plan & Profile Sheets (scale – 1"=20')	P	F	S
Traffic Control Plans, Details	P	P	S
Construction Phasing	--	--	--
Signing & Pavement Marking Plans (scale – 1"=40')	P	F	S
Utility Relocation Plans, Details (if required)	P	P	S
Stormwater Pollution Prevention Control	--	P	S

Plan			
Selected Alternative Cross Sections (100 foot intervals)	P	F	S
Bridge Plans for Selected Alternative	P	F	S
Scour & Berm/Dike Plans for bridge/creek	P	F	S
Right-of-Way Plans	P	P	S

Non-Plan Sheet Items			
Summary of Earthwork Quantities	P	F	S
Quantities & Cost Estimate	P	P	F
Special Provisions	P	P	S

Final design plans for the bridge from the selected alternative from the DCR and will include the following:

- General Plan and Elevation
- Typical Section
- Structure Excavation and Backfill Pay Limits
- Foundation Plan
- Drilled Shaft Details
- Abutment 1 Plan and Elevation
- Abutment 2 Plan and Elevation
- Abutment Details
- Wingwall Details
- Pier(s) Plan and Elevation
- Column Details
- Pier Details
- Girder Elevation
- Girder Details (1)
- Girder Details (2)
- Deck Plan
- Typical Deck Section
- Deck Details
- Abutment Diaphragm Details
- Pier Diaphragm Details
- Misc. Details
- Construction Sequence
- Screed Elevations
- Rustication & other architectural detail sheets

Prepare Individual 404 Permit Application

It is assumed that impacts to waters of the U.S. will require authorization under an Individual Permit. The application preparation will require at least 30% design plans. Following the receipt of the Corps' concurrence on the preliminary jurisdictional delineation, Kimley-Horn will determine impacts to waters of the U.S. for each project alternative. As part of this task, Kimley-Horn will identify possible opportunities to avoid and minimize impacts to waters of the U.S. An Alternatives Analysis will be prepared as part of the permit application. This document will explore each project alternative and will determine the least environmentally damaging practicable alternative.

Following the determination of unavoidable impacts to waters of the U.S., Kimley-Horn will work with the County to develop compensatory mitigation for the project impacts. Since on-site mitigation is often not practicable for roadway projects with limited right-of-way, off-site mitigation or in-lieu fee mitigation may be pursued. If off-site mitigation is the selected mitigation proposal, Kimley-Horn will work with the County to determine project areas that may be suitable for mitigation. If in-lieu fee mitigation is the selected alternative, Kimley-Horn will coordinate with land trusts and agencies that offer opportunities for in-lieu fee mitigation. The preliminary mitigation proposal will be included in the application.

The cultural resources report, any documents resulting from agency coordination, and the mitigation proposal will be included in the permit application. The application will be submitted to the Corps.

Kimley-Horn will attend up to four (4) meetings with the Corps, U.S. Fish and Wildlife Service (USFWS), State Historic Preservation Office (SHPO), EPA and the County. As part of this task, Kimley-Horn will assist the Corps in preparation of an Environmental Assessment for the 404 Permit.

Final Geotechnical Investigations & Recommendations

Near the conclusion of Phase I and prior to beginning Phase II Kimley-Horn through AMEC will obtain a site specific (selected alignment from the Final DCR) geotechnical report with recommendations for the bridge foundations, potential retaining walls, approach embankment and roadway structural section (if section deviates from County standard roadway section).

560 Estimates of Probable Cost

Kimley-Horn will prepare combined and detailed estimates of probable cost (cost estimates) in the format recommended by ADOT Contracts and Specifications Section. The cost estimate will include a recapitulation sheet concurrent with each review submittal. At the Stage II review, Kimley-Horn will prepare a bidding schedule and concurrently with each review submittal thereafter.

Kimley-Horn will immediately advise the County if there is any reason to believe the project cannot be constructed within the allocated budget. Kimley-Horn will identify options to maintain the project within budget, including shortening the project, revising criteria, or phasing changes.

570 Specifications

Kimley-Horn will be responsible for identifying critical elements of construction, including, but not limited to, construction limits, access requirements, potential night construction, coordination with affected local agencies (police, fire, USFS, etc.), traffic lanes open, scheduling of work time (bar chart format illustrating estimated construction time), utility trench close ups, incentives and liquidated damages, State-furnished materials, critical materials requiring pre-bid purchase, and limitations specifically addressed in the environmental, right-of-way, and utility clearances.

580 Special Provisions

Kimley-Horn will prepare Special Provisions for items, details, and procedures not adequately covered by ADOT's Standard Specifications and Stored Specifications. Unusual requirements necessary for obtaining permits for hauling materials will also be included. Special Provisions will be submitted at the Stage III and Stage IV project reviews. Final Special Provisions will be sealed by the engineer in responsible charge. Kimley-Horn will be responsible for incorporating any specifications provided by the County and ADOT

technical sections into the draft and final Special Provisions. The County will review all submittals of Special Provisions and Kimley-Horn will prepare the final Special Provisions.

590 Contracts and Specifications Process

Kimley-Horn will, under the direction of the County, support the ADOT Contracts and Specifications process after completion of the Final Submittal stage leading to the complete bid documents as follows:

A. Promptly answer questions relative to the plans, quantities, and Special Provisions.

B. Make any necessary corrections to the plans, typical sections, Special Provisions, quantities, notes, etc. as required.

C. Prepare any addenda required to clarify the work included in the contract documents as requested by the Contracts & Specifications section. The addenda will be prepared immediately upon request.

D. Kimley-Horn will be prepared to attend the pre-bid conference, if one is scheduled, and present an appropriately-sized display showing the project layout, proposed traffic control and construction phasing, and will be prepared to discuss other constraints so that the potential bidders will be better able to relate to the intent of the construction of the project. Kimley-Horn will respond to questions related to the plans, details and special provisions.

E. Kimley-Horn will be prepared to assist in the analysis of bids, including: determination of reasonableness and justification of cost variances, analysis of original cost estimate compared to contractor bid costs.

600 Project Administration

Kimley-Horn will provide project administration which will involve the coordination with Gila County, the design team, sub-consultants to Kimley-Horn, the general public, and other outside agencies. Internal project administration will include weekly progress meetings, project accounting, internal QA/QC, design documentation, plan production coordination, and value engineering.

Project administration will run throughout the duration of the project.

610 Gila County

The County's Project Manager will:

A. Conduct ongoing reviews of Kimley-Horn's progress in performing the work and ensure timely comments from the technical units.

B. Review Kimley-Horn's billings

C. Review and evaluate Kimley-Horn's requests for extension of time and supplemental agreements

D. Review all correspondence with public agencies prior to Kimley-Horn's mailing of any correspondence

E. Coordinate the distribution of public information

F. Provide a focal-point contact for all questions, requests, and submittals

G. Coordinate project scheduling with Kimley-Horn, ADOT sections, and ADOT Local Government Section.

620 Kimley-Horn

Kimley-Horn will:

A. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project in the location specified in Kimley-Horn's technical proposal

B. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project

C. Establish internal accounting methods and procedures for documenting and monitoring project costs

D. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts

E. Participate in design consensus, status and team building meetings with all appropriate partners at the start, on a monthly basis during the project development period and as needed to maintain the design schedule. Kimley-Horn will act as the lead.

F. Create and maintain a project website (a total of 2) for both the general public and the project team for disseminating and collecting information during the duration of Phase I and II.

Kimley-Horn is responsible for the accuracy and completeness of contract documents and related design prepared under this project. The plans will be reviewed by the project team including representatives of Gila County and ADOT technical sections for conformity with Gila County and ADOT procedures and the terms of the contract.

630 Reviews and Submittals

A. Review and coordination of Kimley-Horn's work by the Gila County, ADOT, FHWA, Forest Service and other listed agencies will continue through the project development process. Kimley-Horn may continue the design work while design submittals are being reviewed. Doing so however in no way relieves Kimley-Horn of the responsibility to incorporate review comments into the design, nor does it entitle Kimley-Horn to any additional design fees as a result of making changes due to review comments.

B. Submittals for review will be made when the studies and/or plans have been developed to levels of completion so that reviews are timely and productive.

C. Copies of review submittals and finalized documents will be distributed by Kimley-Horn. All deliveries will be by hand or overnight courier. All plans and cross sections will be half-size black and white sheets.

640 Additional Services

Kimley-Horn will provide additional services not covered in this scope of services at the request of the County by means of contract modifications. Services not included at this time include but are not limited to:

- Phase I Environmental Site Assessment – it is unknown at this time whether a Phase I Environmental Site Assessment will be required since the acquisition of right-of-way for construction is yet to be determined
- Cultural Resources Testing or Monitoring
- Cultural Resources Class III surveys for locations other than the preferred
- Biological or Environmental Monitoring During Construction
- Mitigation Monitoring and Reporting
- Additional bridge crossing location alternatives that would include additional engineering and hydraulic and scour analyses, or environmental studies

Kimley-Horn and Associates, Inc.

New Bridge over Tonto Creek near Punkin Center
TRACS NO. SS 71803D

Contract No: xxxxxx
FHWA Project No. HPP-GG1-0(204) A

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

ESTIMATED DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Project Principal	73	$ 220.00	$ 16,060
Project Manager	1,413	$ 190.00	$ 268,470
Senior Project Engineer	924	$ 188.00	$ 173,712
Project Engineer	1,849	$ 148.00	$ 273,652
Engineer/Designer	1,250	$ 130.00	$ 162,500
Analyst	1,903	$ 98.00	$ 186,494
Senior NEPA Planner	826	$ 165.00	$ 136,290
NEPA Planner	1,027	$ 115.00	$ 118,105
Tech/Draftsman	1,449	$ 125.00	$ 181,125
Administrative	111	$ 95.00	$ 10,545
Clerical	264	$ 65.00	$ 17,160
	11,089 Hours		
Estimated Labor Cost			$ 1,544,113

ESTIMATED DIRECT EXPENSES
(NO MARKUP)

Total Estimated Expenses $ 33,042

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Logan Simpson Design	$ 317,120	LSUM
ACS	$ 130,052	LSUM
JE Fuller	$ 79,652	LSUM
AMEC	$ 267,051	LSUM
Alpha	$ 52,600	LSUM
Appraiser - Dennis Lopez	$ 10,000	LSUM
	Total Estimated Outside Services	$ 856,475

TOTAL ESTIMATED COST TO CONSULTANT $ 2,433,630

Allocation Expense @ 3.8% of Labor $ 58,676

TOTAL ESTIMATED LSUM FEE $ 2,492,306

CONTRACT TIME 730 Calendar Days

Consultant Firm Signature

Date

Gila County Public Works Division
FHWA Project No.: HPP-GG1-0(204)A

Kimley-Horn and Associates, Inc.

New Bridge over Tonto Creek near Punkin Center
Tonto Basin, AZ

Contract No: xxxxxx
TRACS No. SS 71803D

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Snr Proj Eng	Proj Eng	Eng/ Des	Analyst	Snr Nepa Pln	Nepa Pln	Tech/ Draft	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
410 - Project Team Meetings														
Project Kick-off Meeting (Partnering Workshop in Phx)				-										-
Prepare for Meeting				9	6	6			8		8		2	39
Attend Meeting				5	5	5			5					20
Meeting minutes and distribution				3		5							2	10
Monthly Project Team Meetings														-
Monthly Progress meeting (2 outside of Phx)														-
Prepare for Meeting				8		12		4	8	6			2	40
Travel to Globe/Tonto Basin (assume 2 meetings outside Phx)				3		3			3					9
Attend Meeting				8		8			8					24
Meeting minutes and distribution				4		6			4				12	26
Monthly Progress Meeting (Phoenix - 18 total)														-
Prepare for Meeting				19		38		10	19	10			2	98
Travel				4		4		-	4					12
Attend Meeting				38		38			38					114
Meeting minutes and distribution				19		38			9				19	85
Special Meetings (Agency/Stakeholder specific)														-
Gila County BOS				4	4	4								12
FHWA				4	4				4					12
Tonto Forest - Forest Ranger & Headquarters				4		4			4					12
ADOT Local Government				4		4			4					12
Tonto Basin - General Public and/or Stakeholders				4	4	4			4					16
														-
Subtotal 410 - Project Team Meetings			-	140	23	179	-	14	122	16	8	-	39	541
415 - Data Collection														
Obtain & Review GIS data from County on Roadway Network in Tonto Basin				1		6		4			9			20
Obtain & Review Current Traffic Data from County and CAAG				1		2		4						7
Obtain & Review Parcel Data and Records from County for Project Area				1		6		4			9			20
														-
													-	-
Subtotal 415 - Data Collection			-	3	-	14	-	12	-	-	18	-	-	47
420 - Surveys & Mapping														
Review/Confirm Existing Survey/Topo for Project Area				1	2	2					5			10
Obtain Additional Field Surveys as Needed (coordinate with Surveyor)				1		4					8			13
Obtain Historical Aerial Photographs for Tonto Basin				1	2			6			4			13
Coordinate with Surveyor (Alpha) on Additional needs				1	1	5								7
Review and Incorporate into Project Mapping				2	4	6					8			20
														-

ESTIMATED STAFF HOURS

	TASK	Scale	No Shts	Proj Prin	Proj Mgr	Snr Proj Eng	Proj Eng	Eng/ Des	Analyst	Snr Nepa Pln	Nepa Pln	Tech/ Draft	Admin	Clerical	Total
				$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
	Subtotal 420 - Surveys & Mapping			-	6	9	17	-	6	-	-	25	-	-	63
	425 - Administrative Reports														
	Project Coordination Plan														-
	Coordinate with County/FHWA & ADOT Local Govt for requirements				2										2
	Develop Draft Coordination Plan				6					2					8
	Address comments to Draft Coordination Plan				1					1					2
	Finalize Coordination Plan				4					2					6
	Public Involvement Plan														-
	Coordinate with County/FHWA & ADOT Local Govt for requirements				3					3					6
	Develop Draft PIP				6					6					12
	Address comments to Draft PIP				2					2					4
	Finalize PIP				1					1					2
	Develop PIP report				2					2					4
															-
	Subtotal 425 - Administrative Reports			-	27	-	-	-	-	19	-	-	-	-	46
	430 - Project Scoping														
432	**PROJECT TEAM SCOPING MEETING (In Phoenix)**														-
	Prepare for Meeting				6		6			6	6				24
	Attend Meeting				4	4	4			4	4				20
	Meeting minutes and distribution				2		3			1	3			2	11
434	**AGENCY SCOPING MEETING (In Phoenix)**														-
	Prepare for Meeting				8		8			8	8				32
	Travel to Meeting				1	1	1			1	1				5
	Attend Meeting				3	3	3			3	3				15
	Meeting minutes and distribution				2		3			1	3			2	11
436	**SCOPING FIELD REVIEW**														-
	Prepare for Meeting				4		8			2	4				18
	Travel to Meeting				4	4	4			4	4				20
	Attend Meeting				3	3	3			3	3				15
	Meeting minutes and distribution				1		2			1	2			2	8
438	**PUBLIC SCOPING MEETING (In Tonto Basin)**														-
	Prepare for Meeting				11		18			9	18	18		10	84
	Travel to Meeting				4	4	4			4	4				20
	Attend Meeting				3	3	3			3	3				15
	Meeting minutes and distribution				2		4			2	3			2	13
439	**PROJECT SCOPING REPORT**														-
	Prepare Scoping Report				8		4			8	4				24
	Review & Distribute			1	1	1				1				3	7
															-
	Subtotal 430 - Project Scoping			1	67	23	78	-	-	61	73	18	-	21	342
	440 - Alternatives Analysis & Selection														
	ALIGNMENT ALTERNATIVES (8 TOTAL)														-
	Kayler Crossing Vicinity (2 alignments)														-
	Model Roadway				4	4	12		12						32
	Cut Cross Sections						6		4						10
	Review Cross Sections/Check Slopes				2	2	2		4						10
	Generate End Area Volumes/check raw earthwork						4		2						6
	Modify Slopes/Templates/Profile accordingly						8		6						14
	Evaluate Bridge Layout for each alignment				8	4	12		3						27

Gila County Public Works Division
FHWA Project No.: HPP-GG1-0(204)A

ESTIMATED STAFF HOURS

	TASK	Scale	No Shts	Proj Prin	Proj Mgr	Snr Proj Eng	Proj Eng	Eng/ Des	Analyst	Snr Nepa Pln	Nepa Pln	Tech/ Draft	Admin	Clerical	Total
				$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
	Punkin Center Vicinity (2 alignments)														-
	Model Roadway				4	4	12		12						32
	Cut Cross Sections						6		4						10
	Review Cross Sections/Check Slopes				2	2	2		4						10
	Generate End Area Volumes/check raw earthwork						4		2						6
	Modify Slopes/Templates/Profile accordingly						8		6						14
	Evaluate Bridge Layout for each alignment				8	4	12		3						27
	Bar-X Vicinity (1 alignment)														-
	Model Roadway				2	2	6		6						16
	Cut Cross Sections						3		2						5
	Review Cross Sections/Check Slopes				1	1	1		2						5
	Generate End Area Volumes/check raw earthwork						2		1						3
	Modify Slopes/Templates/Profile accordingly						4		3						7
	Evaluate Bridge Layout for each alignment				4	2	6		2						14
	A-Cross Vicinity (1 alignment)														-
	Model Roadway				2	2	6		6						16
	Cut Cross Sections						3		2						5
	Review Cross Sections/Check Slopes				1	1	1		2						5
	Generate End Area Volumes/check raw earthwork						2		1						3
	Modify Slopes/Templates/Profile accordingly						4		3						7
	Evaluate Bridge Layout for each alignment				4	2	6		2						14
	Summary of Alternatives														-
	Analyze/summarize evaluation matrix				2	2									4
	Prepare Prelim Alignments/Alternative Graphics				3		9		24		9	36			81
	Coordinate w/ Environmental on Fatal Flaws				8	-	8			8					24
	Evaluate Alternatives				15	15	20		20	-	10				80
	CONCEPT PLANS (RECOMMENDED ALTERNATIVE)														-
	Typical Sections														-
	Typical Sections - Recommended alternative				4	6	10					8			28
	Plan & Profile Sheets														-
	Plan Sheets				2	2	6	12				18			40
	Profile Sheets				2		6	8				12			28
	Bridge Plan, Elevation & Typical Sections														-
	Plan Sheets				6		6	6	9						27
	Profile Sheets				6		6	6	9						27
442	**PROJECT TEAM MEETING (ALTERNATIVE ALIGNMENTS)**														-
	Prepare for Meeting				9	4	6	4		6	4				33
	Travel to Meeting				3		3	3		3	3				15
	Attend Meeting				3		3	3		3	3				15
	Meeting minutes and distribution				2		3				3			2	10
444	**AGENCY INFORMATION MEETING (ALTERNATIVE ALIGNMENTS)**														-
	Prepare for Meeting				8	3	5	5		6	5				32
	Travel to Meeting				1		1	1		1	1				5
	Attend Meeting				3		3	3		3	3				15
	Meeting minutes and distribution				2		3				3			2	10
446	**PUBLIC INFORMATION MEETING (ALTERNATIVE ALIGNMENTS)**														-
	Prepare for Meeting				6		6	3		5	3	-		16	39
	Travel to Meeting				4		4	4		4	4				20
	Attend Meeting				4		4	4		4	4				20
	Meeting minutes and distribution				2		4				4			2	12
															-
															-
															-

ESTIMATED STAFF HOURS

	TASK	Scale	No Shts	Proj Prin	Proj Mgr	Snr Proj Eng	Proj Eng	Eng/ Des	Analyst	Snr Nepa Pln	Nepa Pln	Tech/ Draft	Admin	Clerical	Total
				$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
	Subtotal 440 - Alternatives Analysis & Selection			-	137	62	248	62	156	43	59	74	-	22	863
	450 - Technical Reports														
451	**Preliminary Geotechnical Assessment Report**														-
	Coordinate with Geotech (AMEC)				1		6								7
	Review and Comment on Assessment Report				2		4								6
															-
452	**Preliminary Drainage Report**														-
	Data Collection and Review														-
	US Bureau of Reclamation							2	2						4
	Army Corps of Engineers					3			2						5
	NRCS					2									2
	FEMA/HDR							2	2			4			8
	USGS							2	2			2			6
	ADWR							2	2						4
	ADOT							4	6						10
	AZ Geological Survey								2						2
	Local Soil and Water Districts							2	4						6
	Tonto National Forest					2		4							6
	Salt River Project					2		4							6
	FHWA							2							2
	Gila County					2		4	4						10
	Salt River Project					2			4						6
	Draft Data Collection Memo					2		4	4			4			14
	Final Data Collection Memo					1		2	2						5
	Site Reconnaissance Visits														-
	Site Visit No 1 (with County PM) one day duration				12	12		12				4		2	42
	Site Visit No 2 - three days duration (+ prep time)					10	32		40			8		4	94
	Site memo -draft					2	6		4			4			16
	Site memo - final					1	2		2						5
	River/Tributary Hydrology														-
	Review FEMA/HDR hydrology study					1	8		2						11
	Select discharges - submit for approval					1	4							1	6
	Hydrograph shapes and hydrographs records					4	12		24					4	44
	River Hydraulics - Existing Conditions														-
	Review existing FEMA model					2	4	18							24
	Run FEMA model for Duplicate effective model and compare results						2	12	16						30
	Update Duplicate model to prepare existing conditions model (10 miles)					4	10	40	8						62
	Run Existing conditions for 10, 50, 100, and 500 flood events					2	4	12	24						42
	Sediment Transport														-
	Subconsultant Coordination/Administration				8										8
	Review draft sediment model					4	12								16
	Review draft report and provide comments					4	12							2	18
	Review final report					4	8								12
	Lateral Migration Analysis														-
	Subconsultant Coordination/Administration				4										4
	Review draft migration analysis and comment					2	12								14
	Review final migration analysis					1	6								7
	Scour Analysis														-
	Local scour analysis					1	2		10						13
	Contraction scour and abutment scour					1	2	8							11
	Other components (low flow channel incisement, dunes/antidunes)					1	2	4							7
	Bridge/River Alternatives Hydraulics Analysis – Proposed Conditions														-
	Set up SIX bridge models including roadway approaches					5	10	20	60						95

ESTIMATED STAFF HOURS

	TASK	Scale	No Shts	Proj Prin	Proj Mgr	Snr Proj Eng	Proj Eng	Eng/ Des	Analyst	Snr Nepa Pln	Nepa Pln	Tech/ Draft	Admin	Clerical	Total
				$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
	Revise models and iterations					2	4	9	20						35
	finalize initial models					1	2	5	10						18
	Revise preliminary bridge hydraulics - preferred alt and approach roads					3	6	10	5						24
	Bridge model iterations					2	4	5	7						18
	Final preliminary bridge models					1	2	4	4						11
	Side tributary hydraulic analysis					1	2	7	10			3			23
	Revise side trib hydraulics analysis						2	4	3						9
	Preliminary draft report				2	4	15	20	10			5		13	69
	Response to comments				1	2	11	-	4					3	21
	Final Report				1	2	8	10	3			3		10	37
453	**Preliminary Structure Selection Report (Preferred Alternative)**														-
	Develop Preliminary Structure Geometry				2	6	9					6			23
	Complete Preliminary Superstructure Calculations				1	4	9		16						30
	Complete Preliminary Substructure Calculations				1	4	9		12						26
	Develop Preliminary Plan, Elevation & Typical Section				2	6	3		6			18			35
	Develop Preliminary Opinion of Probable Costs				2	6	9		12						29
	Prepare Draft Structure Selection Report				5	22	30		24						81
	Address Comments on Draft Structure Selection Report				2	6	9		9						26
	Finalize Structure Selection Report				3	6	9		9			6			33
454	**Traffic Circulation & Travel Patterns Summary**														-
	Review Existing Traffic Data/Counts				3	6		3							12
	Prepare Traffic Survey for General Public				1	2		5							8
	Compile and Tabulate Data from Traffic Survey				2		6	9	18						35
	Prepare Summary of Current Travel Habits and Patterns				1	2	9	12	18			12			54
	Prepare Recommendation for Lane & Pedestrian Configuration				1	6		9	12			9			37
45X	**Environmental Summary**														-
	Existing Documentation Review				6				24	20	36				86
	Exhibits/Mapping				4				10		10	20			44
	Summary Report Preparation				8				18	12	18				56
455	**Biological Assessment Report (ACS Lead)**				2				20	40	40				102
456	**Cultural Resources Report (ACS Lead)**				2				20	40	40				102
457	**Air Quality & Noise Analysis Report (LSD Lead)**				2										2
458	**Hazardous Materials Survey Report**				2				36	12	40	36			126
459	**Visual Impact Analysis (LSD Lead)**				9	24	12			10	12	24			91
460	**404/Jurisdictional Delineation**														-
	JD Data Compilation and Field Preparation							-	20		30	50			100
	Field work (DCR alternatives - Tonto Creek & side Tribs)						25	25	25		25				100
	Mapping							-	40		20	50		2	112
	Prepare 404/JD Package and Submit to CORPS							-	50	10	50	50		20	180
	Subtotal 450 - Technical Reports			-	92	196	355	297	701	144	321	318	-	61	2,485
	465 - Initial Design Concept Report														

Gila County Public Works Division
FHWA Project No.: HPP-GG1-0(204)A

ESTIMATED STAFF HOURS

	TASK	Scale	No Shts	Proj Prin	Proj Mgr	Snr Proj Eng	Proj Eng	Eng/ Des	Analyst	Snr Nepa Pln	Nepa Pln	Tech/ Draft	Admin	Clerical	Total
				$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
	Initial DCR														
	Cover Sheet				1				2						3
	Title Page				2				4						6
	Table of Contents				2				6						8
	Executive Summary				12		9				6				27
	List of Figures				2			6					6		14
	Introduction				6		9								15
	Foreword				5		6								11
	Need for Project				5		8								13
	Project Objectives				8		12		12						32
	Characteristics of the Project Area				9		14		18						41
	Description of Project				8		12		9						29
	Location & Vicinity Maps				1		3		2			12			18
	Traffic Analysis and Accident data				3	9		12	9						33
	Location Analysis				16	6	18		12			6			58
	Design Concept Alternatives				22		24		40				9		95
	Major Design Features of Recommended Alternative				9										9
	AASHTO Controlling Design Criteria				2										2
	Itemized Cost Estimates				15		12		22						49
	Appendices				18		24		24			40			106
	Prepare Draft Initial DCR				24										24
	Quality control			12		9									21
	Revise per County comments / prepare Initial DCR				12				6					2	20
	Submit Initial DCR				3									9	12
															-
	Subtotal 465 - Initial Design Concept Report			12	185	24	151	18	166	-	6	58	15	11	646
	470 - Draft Environmental Document														
	Preparation & Data Compilation														-
	Cultural resources				2					2	4				8
	Biology				2					2	4				8
	Hazardous Materials				2					2	4				8
	Technical Studies and Memorandums (LSD Lead)														-
	Water Resources				2					3					5
	Floodplain Considerations				2					3					5
	Prime and Unique Farmlands				2					3					5
	Socioeconomic/Environmental Justice				2					3					5
	Section 4(f) & 6(f) Resources				2					3					5
	Utilities				2					3					5
	Material Sources & Waste Sites				2					3					5
	Secondary/Cumulative Impacts				2					3					5
	Environmental/Subconsultant Coordination									3					3
	NEPA planner/LSD				18					36	36				90
	Cultural & Biology/ACS				18					36	36				90
	Subtotal 470 - Draft Environmental Document			-	58	-	-	-	-	105	84	-	-	-	247
	480 - Final Reviews & Approvals														
482	**PROJECT TEAM MEETING (L/DCR & Environmental Document)**														-
	Prepare for Meeting				8	3	6	3		6	3				29
	Travel to Meeting				3		3	3		3	3				15
	Attend Meeting				3		3	3		3	3				15

ESTIMATED STAFF HOURS

	TASK	Scale	No Shts	Proj Prin	Proj Mgr	Snr Proj Eng	Proj Eng	Eng/ Des	Analyst	Snr Nepa Pln	Nepa Pln	Tech/ Draft	Admin	Clerical	Total
				$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
	Meeting minutes and distribution				2		3				3			2	10
484	**AGENCY MEETING (L/DCR & Environmental Document)**														-
	Prepare for Meeting				6	3	3	3		5	3				23
	Travel to Meeting				1		1	1		1	1				5
	Attend Meeting				3		3	3		3	3				15
	Meeting minutes and distribution				2		3				3			2	10
486	**PUBLIC HEARING (L/DCR & Environmental Document)**														-
	Prepare for Meeting				8	3	4			5	4	-		16	40
	Travel to Meeting				4	4	4			4	4				20
	Attend Meeting				4	4	4			4	4				20
	Meeting minutes and distribution				2		4				4			2	12
	Final record/documentation of meeting				6		8			6	8			2	30
488	**COMMENT RESOLUTION & CONSENSUS**														-
	Review, Summarize, Document & Incorporate				9		12			9	12				42
															-
	Subtotal 480 - Final Reviews & Approvals			-	61	17	61	16	-	49	58	-	-	24	286
	490 - Final Design Concept Report														
	Final DCR														-
	Address comments from Initial DCR				16		24		48	9	24			9	130
	Prepare Draft Final DCR				12		24		24	12	24	24		8	128
	Quality control			12		9									21
	Revise per County comments / prepare Final DCR				9		12		12			9			42
	Submit Final DCR				3		6				6			8	23
	Project determination and closeout				12		24		24					8	68
														-	-
	Subtotal 490 - Final Design Concept Report			12	52	9	90	-	108	21	54	33	-	33	412
	495 - Final Environmental Document														
	Preparation & Data Compilation														-
	Cultural Resources				1					20	20				41
	Biology				1					20	20				41
	Hazardous Materials				1					20	20				41
	Technical Studies and Memorandums (LSD Lead)														-
	Water Resources				1					2	1				4
	Floodplain Considerations				1					2	1				4
	Prime and Unique Farmlands				1					2	1				4
	Socioeconomic/Environmental Justice				1					2	1				4
	Section 4(f) & 6(f) Resources				1					2	1				4
	Utilities				1					2	1				4
	Material Sources & Waste Sites				1					2	1				4
	Secondary/Cumulative Impacts				1					2	1				4
															-
															-
	Subtotal 495 - Final Environmental Document			-	11	-	-	-	-	76	68	-	-	-	155
	500 - 30% Plans & Estimates														
	Plan Sheets														-
	Face Sheet							1				1			2
	Standard Drawings				1			1				2			4
	Design Sheets & Index (Typical Sections, Tables, Length of Project)				2		4	6				8			20
	Barrier Summary Sheets				1		2	8				4			15

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Snr Proj Eng	Proj Eng	Eng/ Des	Analyst	Snr Nepa Pln	Nepa Pln	Tech/ Draft	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
Pipe Summary Sheets				1		1	6				4			12
Detail Sheets				1			12				24			37
Geometry & Geometric Control Sheets				1	2	4	8				16			31
Plan and Profile Sheets				1	6	16	36				48			107
Construction Phasing & Traffic Control Sheets				1		12		9			24			46
Pavement Marking & Signing Sheets				1	3	6		9			24			43
Bridge Plan, Elevation, Typical Section & Aesthetic/Rustication Concept Sheets				12	12	12	24	36			36			132
Right-of-Way Plans				1	12			24			24			61
Cross Sections														-
One to One @ 50' Intervals				1		3	8				9			21
Reports, Estimates & Specifications														-
Summary of Earthwork Quantities - Earthwork Report				1	4		8							13
Cost Estimates				4	2	9		12						27
Final Structure Selection Report				9	4	18					12		3	46
Right-of-Way report				4	2	8		12					2	28
														-
Subtotal 500 - 30% Plans & Estimates			-	42	47	95	118	102	-	-	236	-	5	645
550 - Final Design 60%, 95%, 100%														
Plan Sheets														-
Face Sheet					1						2			3
Design Sheets & Index														-
Typical Sections				1		3	6				8			18
Pavement Structural Sections					2	1					4			7
General Notes				2		1	2				3			8
Earthwork table					1		1				4			6
Summary Sheets (Culvert, Barrier)				1		2	9				12			24
Special Detail (if required)				2	4	12	20				40			78
Drainage Plan & Profile and Drainage Details				2	6	16	36				40			100
Geometric Sheets (scale - 1"=100', full size)					1	3	8				12			24
Selected Alternative Plan & Profile Sheets (scale - 1"=50', full size)				4	12	24	30				50			120
Staking Plans (scale - 1"=20")				1	2	6	10				6			25
Intersection Plans & Details (scale - 1"=20', full size)				2	6	12	18				24			62
Side Road/Turnout Plan & Profile Sheets (scale - 1"=20')				2	4	8	16				24			54
Traffic Control Plans, Details				3	5	9	14				24			55
Construction Phasing				2	6	8	14				36			66
Signing & Pavement Marking Plans (scale - 1"=40')				1	6	12	36				48			103
Utility Relocation Plans, Details (if required)				4	6		12				18			40
Stormwater Pollution Prevention Control Plan				1	4	6	18				24			53
Selected Alternative Cross Sections (50 foot intervals)				1		6	16							23
Bridge Plans for Selected Alternative			2	200	110	220	250	180			110			1,072
Bridge Scour, Berms/Training Dikes Plan, Profile & Typical section Sheets				18	40	80	96	100			100			434
Right-of-Way Plans				12	9	24	12	36			12			105
404/Jurisdictional Delineation Permit														-
Individual Permit Application								40		40				80
Alternatives Analysis								40	20	40				100
Mitigation Plan							40	40	20	40	40		10	190
Post Submittal Coordination with CORPS														-
Meetings with Agencies									40	40				80
Aid CORPS with EA preparation								40	40	80	20		20	200
Reports, Estimates & Specifications														-
Summary of Earthwork Quantities				3	12		15	24						54
Cost Estimates				12	16		24	36						88

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Snr Proj Eng	Proj Eng	Eng/ Des	Analyst	Snr Nepa Pln	Nepa Pln	Tech/ Draft	Admin	Clerical	Total
			$ 220.00	$ 190.00	$ 188.00	$ 148.00	$ 130.00	$ 98.00	$ 165.00	$ 115.00	$ 125.00	$ 95.00	65.00	
Special Provisions			4	9	12	12	36	24						97
Reproduction & Submittal Distribution				9	9			18					18	54
Subtotal 550 - Final Design 60%, 95%, 100%			6	292	274	465	739	578	120	240	661	-	48	3,423
600 - Contract Administration														
Project Administration														
Project administration (24 months @ 4 hours)				96		-								-
Misc coordination/correspondence with Gila County, FHWA, ADOT other Agencies				24				12		24				96
Project Website Updates & Maintenance				24				24				48		60
Project Management														96
Project budget control (24 months @ 2 hours)					48									-
Develop work plan (Resources/Check lists)			9	12		12			12					48
Maintain work plan (24 @ 2 hours)					48									45
Design documentation				24	24	48		24		24				48
Quality Control														144
Develop quality control plan			9	12		12			6					-
Maintain quality control plan (24 months @ 2 hours)					48									39
Quality control			24	48	24	24			48					48
Monthly Invoices (24 months @ 2 hours)					48							48		168
														96
														-
Subtotal 600 - Contract Administration			42	240	240	96	-	60	66	48	-	96	-	888
Totals		100	73	1,413	924	1,849	1,250	1,903	826	1,027	1,449	111	264	11,089

Kimley-Horn and Associates, Inc.

New Bridge over Tonto Creek near Punkin Center
Tonto Basin, AZ

Contract No: xxxxxx
FHWA Project No: HPP-GG1-0(204) A
TRACS No: SS 71803D

Phase I - DCR & Environmental Studies

	Fee
Kimley-Horn	$1,035,148
LSD	$317,120
ACS	$130,052
JE Fuller	$79,652
AMEC	$67,051
Alpha	$42,600
D. Lopez	$0
Expenses	$73,374
Total	$1,744,997

Phase II - Final Design*

	Fee
Kimley-Horn	$508,965
LSD	$0
ACS	$0
JE Fuller	$0
AMEC	$200,000
Alpha	$10,000
D. Lopez	$10,000
Expenses	$18,344
Total	$747,309

** estimate for budgetary purposes*

Total Phase I & II: $2,492,306

Consent Agenda Item Item #: 4- E

Regular BOS Meeting

Date: 01/04/2011

Submitted For:	Paula Horn, Health Programs Coordinator		
Submitted By:	Paula Horn, Health & Community Services Division		
Department:	Health & Community Services Division		
Division:	Health Department		
Fiscal Year:	01-01-11 through 12-31-11	Budgeted?:	Yes
Contract Dates - Begin & End:	01-01-11 through 12-31-11		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Amendment No. 3 to Intergovernmental Agreement No. HG861265 with Arizona Department of Health Services.

Background Information

Intergovenmental Agreement contract #HG861265 Amendment 3 with Arizona Department of Health Services is an amendment to extend current Teen Pregnancy Prevention program. Gila County has provided these services since 2008. The amendment will extend the services from January 1, 2011 through December 31, 2011 in the amount of 135,003.00.

Evaluation

Gila County ranks in the top three for teen pregnancy in the State of Arizona. Without this funding provided by the Arizona Department of Helath Services we would be unable to address this issue. Gila County currently has one program manager, one accounting clerk and two community health assistant seniors working on this program. With the funding the Division of Health and Emergency Services are able to provide a multi-facited program.

Conclusion

This funding is neccessary to continue to provide the teen pregnancy prevention services.

Recommendation

Approval of the Intergovenmental Agreement contract #HG861265 Amendment 3 with Arizona Department of Health Services from 01-01-11 through 12-31-11 in the amount of 135,003.00.

Suggested Motion

Approval of Amendment No. 3 to Intergovernmental Agreement No. HG861265 between Gila County and the Arizona Department of Health Services in the amount of $135,003 to extend the Teen Pregnancy Prevention program for the period of January 1, 2011,
through December 31, 2011.

Attachments

Link: Amendment No. 3 to Contract No. HG861265

Link: Original Grant Contract No. HG861265

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **HG861265**	Amendment No. **3**	Procurement Specialist Christine Ruth

Teen Pregnancy Prevention

Amendment Date: November 30, 2010

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective upon final signature unless specified otherwise, as follows:

1. Pursuant to Page Twelve (12), Special Terms and Conditions, Provision Two (2), Contract Extension (4) Years, the Contract is hereby extended through December 31, 2011.

2. Effective January 1, 2011, Replace the Scope of Work, pages Fourteen (14) through Sixteen (16) of the Agreement and Provision Number Three (3), Page Two (2) of Amendment Two (2) with the Scope of Work, Pages Two (2) through Five (5) of this Amendment Three (3).

3. Effective January 1, 2011, replace Price Sheet in Amendment One (1), Page Three (3), with revised Price Sheet in Amendment Three (3), Page Six (6). The total remains the same with the following line item changes:

   a. Personnel increased $460.68 due to PT-Program Manager and 2 FTE Health Workers.
   b. ERE increase $227.94 due to salary increase.
   c. Travel decreased $688.62 due to budget never being fully used so funds transferred to salary and ERE
   d. Operating Expense increase $2,500.00 for previously uncovered costs
   e. Other Expense decreased $2,500.00 to move funds to Operating Expense.

All other provisions shall remain unchanged.

Gila County Health Department **Contractor Name**	**CONTRACTOR SIGNATURE** In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
1400 E. Ash Street **Address**	Michael A. Pastor **Contractor Authorized Signature**
Globe, AZ 85501 **City State Zip**	Chairman of the Board of Supervisors **Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. **Signature** **Date**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this _____ day of _____ 2009**
Bryan Chambers, Chief Deputy **Printed Name**	**Procurement Officer**
Attorney General Contract No. **PIGA2011000344,** which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Assistant Attorney General Printed Name: Ronald E. Johnson	Under House Bill 2011, § A.R.S. 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

1. Background

Arizona continues to have high teen pregnancy and teen birth rates even though there have been significant decreases since 1998, following the national trend. In 2004, Arizona had the 5th highest teen birth rate in the United States for females aged fifteen (15) to nineteen (19). (Source: National Vital Statistics Reports, Vol. 55, 2006). The Arizona rate was 60.1 per 1,000 females aged fifteen (15) to nineteen (19) compared to the United States rate of 41.1 per 1,000 for 2004. In 2006, the birth rate among all females fifteen (15) to nineteen (19) years old was 59.6 per 1,000 females for Arizona. The highest rates were in Yuma (71.8) Mohave (69.1) and Gila (66.0) counties. In 2006, 40 teens became pregnant every day in Arizona. (Source: Arizona Vital Statistics).

Teens pregnant with their second or later pregnancy have represented approximately 20%-30% of all teen pregnancies for the last nine (9) years**.** In 2005 approximately 61% of teen births in Arizona were to Latinos. Further, the substantial reduction in teen pregnancy and birth rates in recent years can be attributed, in part, to shifts in the sexual behavior of teen boys. Also recent research from the National Campaign to Prevent Teen Pregnancy indicates that parents have the most influence on their teens' decisions about sexual behavior. Most teens agree that it would be much easier for them to postpone sexual activity and avoid teen pregnancy if they were able to have more open, honest conversations about sexual issues with their parents. Additional health status statistics can be obtained by accessing the ADHS website at **www.azdhs.gov/plan/index.htm**.

In an effort to reduce teen pregnancy in the State, ADHS has proposed the following goals:

Goals 1: Annually reduce the number of pregnancies by 1.5 per 1,000 teenage girls age fifteen (15) to nineteen (19).

Goals 2: Annually reduce the number of repeat pregnancies by .5 per 1000 teen girls age fifteen (15) to nineteen (19).

2. Objective

Provide funding to County Health Departments to implement programs that:

2.1 Reduce second pregnancies among teens;

2.2 Develop and implement culturally sensitive programs to reduce teen pregnancy in the Latino community;

2.3 Develop and implement programs that involve boys and young men in teen pregnancy prevention;

2.4 Develop and implement programs to provide education and training to parents/caregivers on effective communication regarding sexual health issues and other risk behaviors; and/or

2.5. Develop and implement programs addressing youth in care.

3. Scope of Work

Teen pregnancy prevention programs and programs designed to reduce the incidence of Sexually Transmitted Infections (STI's) among youth must employ research based strategies that have been demonstrated to be effective or those that have been shown to have promise in reducing the incidence of STI among youth and reducing the rate of teen pregnancy. These programs should be consistent with findings on programs to reduce teen pregnancy such as those stated in Emerging Answers, by Douglas Kirby, 2001, and the characteristics of effective programs as stated in a working paper entitled "The Impact of Sex and HIV Education Programs of Youth in Developing and Developed Countries", by Douglas Kirby, 2005. Programs shall also incorporate a youth development approach. Refer to www.teenpregnancy.org for information on Emerging Answers, a copy of the working paper may be downloaded from www.fhi.org/en/youth/youthnet/publications/youthresearchworkingpapers.

Programs designed to provide education to parents/caregivers shall have demonstrated to be effective or been shown to have promise and be consistent with research findings on strategies to involve parents in education programs. Programs as provided by the National Campaign to Prevent Teen Pregnancy and the Annie B. Casey Foundation are recommended.

3.1 Parent education should include the following topic areas:

3.1.1 Development and practical application of parent/child communication skills;

3.1.2 Risk and protective factors;

3.1.3. Consequences of unhealthy risk behaviors;

3.1.4. Benefits of healthy behaviors;

3.1.5. Information on prevention of teen pregnancy and sexually transmitted infections;

3.1.6. Growth and development of children and adolescents; and

3.1.7. Exploration and discussion of parental views regarding sex, love and healthy relationships with others.

3.2 All programs shall be medically and scientifically accurate.

.

3.3 **Target Populations include**:

3.3.1. Male and female high risk youth age twelve (12) to eighteen (18);

3.3.2 Youth in Care;

3.3.3. Parents/caregivers

3.3.4. Teens at risk of a second birth

3.3.5. Latinos; and

3.3.6. Boys and young men.

Counties may utilize methods that are appropriate for their demographics and particular characteristics of their community to achieve program standards and outcomes. Counties will have the flexibility to implement the program in a manner that "fits" their neighborhood or community. The program shall assure that differences in culture, family structure, personal and family values, and resources are respected among communities throughout the county.

Curricula and other educational materials provided in a school based setting must follow Arizona Department of Education (ADE) guidelines regarding sex education and be recommended for use by ADE and approved by ADHS (see www.ade.state.az.us/health-safety for a list of recommended curricula).

The County shall be required to conduct a process and a short term outcome evaluation of the project. At a minimum, a post survey shall be required to measure skills, knowledge, attitudes, values, intentions and satisfaction with the project and project educators. An example of a pre/post survey is provided.

4. Tasks

4.1 Provide a detailed description of the project that the County shall implement;

4.2. Submit an outline of selected strategy (s) and an Implementation Plan to ADHS for approval. Use of the BDI Logic Model is recommended. **http://www.etr.org/recapp/bdilogicmodel20030924.pdf,** the State of Arizona logic model is an approved alternative;

4.3 Develop and submit a proposed budget for the upcoming year;

4.4 Develop an evaluation plan that shall include goals and objectives for the project including numbers of youth/parents to be served over a one year period, include expected outcomes;

4.5 Implement approved strategies; and

4.6 Analyze program evaluation data.

5. Reference Documents

5.1 Healthy Arizona 2010: Collaborating For a Healthier Future (http://azdhs.gov/phs/healthyaz2010/);

5.2 National Campaign to Prevent Teen Pregnancy, What Works http://www.teenpregnancy.org/resources/reading/pdf/what_works.pdg;

5.3 National Campaign to Prevent Teen Pregnancy, Science Says: Adolescent Boys' Use of Health Services http://www.teenpregnancy.org/works/pdf/Science_Says_26_boys_health.pdf;

5.4 National Campaign to Prevent Teen Pregnancy, Science Says, Effective and Promising Teen Pregnancy Prevention Programs for Latino Youth http://www.teenpregnancy.org/works/pdf/Science_Says_32_latino_programs.pdf;

5.5 National Campaign to Prevent Teen Pregnancy, Science Says, Characteristics of Effective Curricula Based Programs http://www.teenpregnancy.org/works/pdf/sciencesaysEffectiveCurricula.pdf;

5.6 National Campaign to Prevent Teen Pregnancy, Science Says. Another Chance: Preventing Additional Births to Teen Mothers http://www.teenpregnancy.org/works/pdf/AnotherChance.pdf;

5.7 Regulations on sexuality education: www.ade.state.az.us/health-safety; and

5.8 Health status data: www.azdhs.gov/plan/menu/for/births.htm.

6. State Provided Items

Attached hereto and incorporated herein:

6.1 ADHS Implementation Plan (Forms E-G);

6.2 Data Sheets (Attachment B);

6.3 Attendance sheets (Attachment C);

6.4 Monthly Report (Attachment D); and

6.5 Survey Forms (Forms E-G).

7. Deliverables

The Contractor shall submit to ADHS:

7.1 A detailed description of the overall project, due within sixty (60) days of contract award;

7.2 An outline of selected strategies including an Implementation plan, due within sixty (60) days of Contract award;

7.3 An evaluation plan, due within sixty (60) days of Contract award;

7.4 Evaluation results, due within forty-five (45) days of the end of Contract year;

7.5 A proposed budget for the next year, due by the first day of the 8th month of the Contract year;

7.6 A monthly progress report to include how you implemented approved strategy(s), due the 15th of the month following service provision;

7.7 Participant data sheets, Form A, B and attendance sheets due the 15th of the following month class/session ended; and

7.8 Contractors Expenditure Reports, due by the 15th of the month following expenditure. The CER can be found on http://azdhs.gov/hsd/primary_care.htm.

7.9 Attendance in quarterly ADHS Teen Pregnancy Prevention Contractor meetings.

8. Notices, Correspondence and Reports

Notices, correspondence, reports and invoices from the contractor to ADHS shall be sent to:

Teen Pregnancy Prevention Program Manager
Bureau of Women's and Children's Health
150 N. 18th Avenue, Suite 320
Phoenix, Arizona 85007-3242
(602) -364-1400

Notices, Correspondence, Reports from the ADHS to the Contractor shall be sent to:

Chief Health Officer
Gila County Public Health Department
1400 East Ash Street
Globe, Arizona 85501
Phone: 928-425-3231
Fax: 928-425-0794
Email: dfletcher@co.gila.az.us

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **HG861265**	Amendment No. **3**	Procurement Specialist Christine Ruth

PRICE SHEET
CY 2011

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	$ 76,975.16
ERE	$ 24,712.57
Professional & Outside Services	$ 250.00
Travel Expense	$ 7,416.38
Out-of-State Travel Expense	$ 10.00
Operating Expense	$ 13,365.89
Other	$ 0
Indirect (if authorized)	$ 12,273.00
TOTAL	**$ 135,003.00**

With prior written approval from the Program manager, the Contractor is authorized to transfer up to a maximum of Ten Percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding Ten Percent (10%) or to a non-funded line item shall require a Contract Amendment.

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. HG861265

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Teen Pregnancy Prevention **Begin Date:** January 1, 2008

Geographic Service Area: Gila County **Termination Date:** December 31, 2008

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [x] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Gila County Health Department

Address: 1400 E. Ash Street

Globe (City,) Arizona (State,) 85501 (Zip Code)

FOR CLARIFICATION, CONTACT:

Name: Jose M. Sanchez

Phone: (928) 425-3231

FAX No.: (928) 402-0890

12-11-07

Signature of Person Authorized to sign **Date**

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

11 29 07

Signature Date

Bryan Chambers, Chief Deputy County Attorney

Print Name and Title

This contract shall henceforth be referred to as Contract No. HG861265 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract.

State of Arizona

Signed this _____ **day of** _____, **2007**

_____

Procurement Officer

Attorney General Contract, No. PIGA2007002730, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

_____

Signature **Date**

_____

Print Name, Assistant Attorney General

RESERVED FOR USE BY THE SECRETARY OF STATE

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

"Attachment" means any document attached to the Contract.
"ADHS" means Arizona Department of Health Services
"Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
"Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, any Contract Amendments and any terms applied by law.
"Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
"Contractor" means any person who has a Contract with the Arizona Department of Health Services.
"Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and the provisions of the State procurement code.
"Days" means calendar days unless otherwise specified.
"Exhibit," means any item labeled as an Exhibit.
"Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
"Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
"Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by the State, becomes an obligation of the State.
"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
"State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Interpretation.**

2.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;
2.3.5 Attachments
2.3.6 Exhibits
2.3.7 Referenced Documents

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

3. **Contract Administration and Operation.**

3.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

3.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the prices stated in the original Contract shall not be increased in excess of the maximum percentage of increase stated on the Pricing Schedule.

3.3 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-366), and all other acts required for compliance with the federal funding source.

3.4 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.5 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of contract funds and by the State when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

3.6.1 *Federal Funding*. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

3.6.2 *State Funding*. Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

3.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities, subcontractor facilities and the Contractor's processes for producing the materials for inspection of the materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

3.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

3.10 Property of the State.

3.10.1 *Equipment.* The title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

3.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4. Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

4.2 Recoupment of Contract Payments.

4.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

4.2.2 *Contracted Services.* If the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term.

4.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 4.2.2, Contracted Services.

4.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

4.3 Delivery. Unless stated otherwise in this Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.

4.4 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

4.5 Applicable Taxes.

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

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

4.5.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

4.6 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the current fiscal year. The State may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5. Contract Changes.

5.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the

Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

5.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

6.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

6.4 Force Majeure.

6.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

6.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

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

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

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

6.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed

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

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

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

7 **Warranties.**

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

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the Contract description;
7.2.2 Fit for the intended purposes for which the materials are used;
7.2.3 Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
7.2.4 Adequately contained, packaged and marked as the Contract may require; and
7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 *Products and Services.* Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications or scope of work and shall not be adversely affected by any date-related data year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data year 2000 issues.

7.5.2 *Hardware, Software and Firmware.* Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology,

then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations After Contract Expiration and Termination.

7.7.1 *Contractor's Representations and Warranties.* All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

7.7.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies.

8.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

8.2 Stop Work Order.

8.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

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

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

8.6 Right to Purchase Materials or Complete Work. In the case of default, the State shall have the right to procure materials or services to replace those under this Contract in accordance with the Arizona procurement code. The State may recover any reasonable costs from the Contractor by:

8.6.1 Deduction from an unpaid balance;
8.6.2 Collection against the bid and/or performance bond;
8.6.3 An action to recover costs; and/or
8.6.4 Any combination of the above or any other remedies as provided by this Contract or law.

9. **Contract Termination**

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract.

9.6 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

9.7 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

10. **Arbitration.** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration as follows:

10.1 Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause;

10.2 Public Works Contracts. In all claims involving public works contracts, if the amount in controversy is less than one hundred thousand dollars, arbitration shall be used.

11. **Communication.**

11.1 Monthly Reports. The Contractor shall provide monthly written reports in a format approved by the State on all activities in the performance of the Contract.

11.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

12. **Client Grievances.** The Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that results in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State. The State, at its discretion, may participate in or review all such grievances within 30 days after the Contractor has submitted its findings for the initial grievance.

13. **Insurance.**

13.1 Type of Insurance. Contractor represents that it is insured and/or self-insured pursuant to: (Choose from one of the options below.)

☐ **Counties, Cities Towns: A.R.S. §§ 11-952.01 and/or 11-981.**
☐ **School Districts: A.R.S. §§ 15-382 and/or 15-387.**
☐ **Indian Tribes/Federal Government: Contractor represents that it is insured and/or self-insured.**

13.2 Sovereign Immunity. Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

14. **Fingerprint and Certification Requirements/Juvenile Services.**

14.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained class 1 or class 2 fingerprint clearance cards in accordance with A.R.S. §§ 41-1758 et. seq. The Contractor may, when applicable, submit verification of fingerprinting and certification of an employee by the Department of Economic Security, the Department of Corrections or the Arizona Supreme Court to meet this requirement.

14.2 Supervision. The Contractor shall ensure and verify that those employees who qualify only for a restricted certification shall be supervised when providing services directly to juveniles.

14.3 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

15. **Administrative Changes.** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. However, such corrections shall be allowed only to the extent that they do not change the intent of the parties or the material terms of the Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to Administrative Changes in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. **Funding Cap Changes.** The State shall use a Purchase Order and/or Change Order to make changes that increase and/or decrease federal Funding Caps. For purposes of this paragraph, a "Funding Cap" is defined as the total amount of money allowed by the federal funds.

17. **Cost Reimbursement Contract Changes.** The Contractor and the State agree that, in a Cost Reimbursement contract that is not the result of a bid under A.R.S. §§ 41-2501 et. seq., an Increase in the Total Contract Amount or Increase in the Incremental Cost Amounts and/or relative changes to Levels of Service will not require a Contract Amendment. The State shall use a Purchase Order and/or Change Order to make these changes, and both parties acknowledge that such changes shall be the result of negotiations between the parties. For purposes of this paragraph, "Increase in the Total Contract Amount" means an increase in the total allowable costs indicated on the price sheet, and "Increase in the Incremental Cost Amounts" mean an increase in the individual allowable cost totals for listed expenses as indicated on the price sheet. Levels of Service mean the required units of a particular service. In addition to issuing the Purchase Order or Change Order, the State shall notify the Contractor of the changes in writing with an attached price sheet indicating the changes. The provisions of the Purchase Order or Change Order will be deemed to have been accepted 30 days after the date the State provides notice of the changes to the Contractor, unless within that time, the Contractor notifies the State in writing that it disputes or refuses the terms of the Purchase Order or Change Order.

18. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: Procurement Administrator, Department of Health Services, 1740 West Adams, Room 303, Phoenix, Arizona 85007.

1. **TERM OF CONTRACT (12) MONTHS**

The term of the resultant contract shall commence on January 1, 2008 and shall remain in effect for twelve months, unless terminated, canceled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION (4) YEARS**

By mutual written contract amendment, any resultant contract may be extended for periods of one year for a maximum of four (4) years. The Contract term shall not exceed a total of five (5) years from the effective date of Contract award.

3. **CONTRACT TERMINATION**

a. The Contractor, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

b. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of Contractor's failure to complete the Contract.

4. **CONTRACT TYPE**

[X] Cost Reimbursement

5. **AUTHORIZATION FOR PROVISION OF SERVICES**

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

6. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. All services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

7. **HIPAA REQUIREMENTS**

Contractor warrants to the State that it is familiar with the requirements of the Health insurance Portability Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Pledge to Protect Confidential Information (Confidentiality Statement) and to abide by the statements addressing the creation, use and disclosure of

Confidential Information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job-related HIPAA training that is: 1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and 2) presented by a HIPAA Privacy Officer of other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

8. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

Bureau of Women's & Children's Health
Sexual Health Education Project

1. Background

Arizona continues to have high teen pregnancy and teen birth rates even though there have been significant decreases since 1998, following the national trend. In 2004, Arizona had the 5th highest teen birth rate in the United States for females aged 15-19. (Source: National Vital Statistics Reports, Vol. 55, 2006). The Arizona rate was 60.1 per 1000 females aged 15 -19 compared to the United States rate of 41.1 per 1000 for 2004. In 2006, the birth rate among all females 15-19 years old was 59.6 per 1,000 females for Arizona. The highest rates were in Yuma (71.8) Mohave (69.1) and Gila (66.0) counties. In 2006, 40 teens became pregnant every day in Arizona. (Source: Arizona Vital Statistics).
Teens pregnant with their second or later pregnancy have represented approximately 20%-30% of all teen pregnancies for the last nine years. In 2005 approximately 61% of teen births in Arizona were to Latinos. Further, the substantial reduction in teen pregnancy and birth rates in recent years can be attributed, in part, to shifts in the sexual behavior of teen boys. Also recent research from the National Campaign to Prevent Teen Pregnancy indicates that parents have the most influence on their teens' decisions about sexual behavior. Most teens agree that it would be much easier for them to postpone sexual activity and avoid teen pregnancy if they were able to have more open, honest conversations about sexual issues with their parents. Additional health status statistics can be obtained by accessing the ADHS website at www.azdhs.gov/plan/index.htm. In an effort to reduce teen pregnancy in the State, ADHS has proposed the following goals:

Goals 1: Annually reduce the number of pregnancies by 1.5 per 1000 teenage girls age 15-19
Goals 2: Annually reduce the number of repeat pregnancies by .5 per 1000 teen girls age 15-19

2. Objective

A. Provide funding to County Health Departments to implement programs that:

1. Reduce second pregnancies among teens;
2. Develop and implement culturally sensitive programs to reduce teen pregnancy in the Latino community;
3. Develop and implement programs that involve boys and young men in teen pregnancy prevention;
4. Develop and implement programs to provide education and training to parents/caregivers on effective communication regarding sexual health issues and other risk behaviors; and/or
5. Develop and implement programs addressing youth in care.

3. Scope of Work

Teen pregnancy prevention programs and programs designed to reduce the incidence of sexually transmitted infections (STI) among youth must employ research based strategies that have been demonstrated to be effective or those that have been shown to have promise in reducing the incidence of sexually transmitted infections among youth and reducing the rate of teen pregnancy. These programs should be consistent with findings on programs to reduce teen pregnancy such as those stated in Emerging Answers by Douglas Kirby, 2001, and the characteristics of effective programs as stated in a working paper entitled "The Impact of Sex and HIV Education Programs of Youths in Developing and Developed Countries" by Douglas Kirby, 2005. Programs must also incorporate a youth development approach. Refer to www.teenpregnancy.org for information on Emerging Answers, a copy of the working paper may be downloaded from www.fhi.org/en/youth/youthnet/publications/youthresearchworkingpapers.

Programs designed to provide education to parents/caregivers must have been demonstrated to be effective or been shown to have promise and be consistent with research findings on strategies to involve parents in education programs. Programs provided by the National Campaign to Prevent Teen Pregnancy and the Annie B. Casey Foundation are recommended.

A. Parent education shall include the following topic areas:

1. Development and practical application of parent/child communication skills
2. Risk and protective factors

3. Consequences of unhealthy risk behaviors
4. Benefits of healthy behaviors
5. Information on prevention of teen pregnancy and sexually transmitted infections
6. Growth and development of children and adolescents
7. Exploration and discussion of parental views regarding sex, love and healthy relationships with others.

All programs must be medically and scientifically accurate.

B. Target Populations include:

1. Male and female high risk youth age 12-18
2. Youth in Care
3. Parents/caregivers
4. Teens at risk of a second birth
5. Latinos
6. Boys and young men

Counties may utilize methods that are appropriate for their demographics and particular characteristics of their community to achieve program standards and outcomes. Counties will have the flexibility to implement the program in a manner that "fits" their neighborhood or community. The program must assure that differences in culture, family structure, personal and family values, and resources are respected among communities throughout the county.

Curricula and other educational materials provided in a school based setting must follow the Arizona Department of Education (ADE) guidelines regarding sex education and be recommended for use by the ADE and approved by ADHS (see www.ade.state.az.us/health-safety for a list or recommended curricula).

The county will be required to conduct a process and a short term outcome evaluation of the project. At a minimum, a post survey will be required to measure skills, knowledge, attitudes, values, intentions and satisfaction with the project and project educators. An example of a pre/post survey is provided.

4. Tasks

A. Provide a detailed description of the project that your county will implement.
B. Submit an outline of selected strategy(s) and an Implementation Plan to ADHS for approval. Use of the BDI Logic Model is recommended. http://www.etr.org/recapp/bdilogicmodel20030924.pdf, the State of Arizona Logic Model is an approved alternative.
C. Develop and submit a proposed budget for the upcoming year.
D. Develop an evaluation plan that will include goals and objectives for the project including numbers of youth/parents to be served over a one year period, include expected outcomes.
E. Implement approved strategies.
F. Analyze program evaluation data.

5. Reference Documents

A. Healthy Arizona 2010: Collaborating For a Healthier Future http://azdhs.gov/phs/healthyaz2010/
B. National Campaign to Prevent Teen Pregnancy, What Works http://www.teenpregnancy.org/resources/reading/pdf/what_works.pdg
C. National Campaign to Prevent Teen Pregnancy, Science Says: Adolescent Boys' Use of Health Services http://www.teenpregnancy.org/works/pdf/Science_Says_26_boys_health.pdf
D. National Campaign to Prevent Teen Pregnancy, Science Says, Effective and Promising Teen Pregnancy Prevention Programs for Latino Youth http://www.teenpregnancy.org/works/pdf/Science_Says_32_latino_programs.pdf
E. National Campaign to Prevent Teen Pregnancy, Science Says, Characteristics of Effective Curricula Based Programs http://www.teenpregnancy.org/works/pdf/sciencesaysEffectiveCurricula.pdf
E. National Campaign to Prevent Teen Pregnancy, Science Says. Another Chance: Preventing Additional Births to Teen Mothers http://www.teenpregnancy.org/works/pdf/AnotherChance.pdf
F. Regulations on sexuality education www.ade.state.az.us/health-safety

G. Health status data: www.azdhs.gov/plan/menu/for/births.htm

6. State Provided Items

Attached hereto and incorporated herein:

A. ADHS Implementation Plan (Attachment A)
B. Data Sheets (Attachment B)
C. Attendance sheets (Attachment C)
D. Monthly Report (Attachment D)
E. Surveys Forms (Forms E-G)

7. Deliverables

The Contractor shall submit to ADHS:

A. A detailed description of the overall project, due within sixty (60) days of contract award.
B. An outline of selected strategies including an Implementation plan, due within sixty (60) days of contract award.
C. An evaluation plan, due within sixty (60) days of contract award.
D. Evaluation results, due within forty-five (45) days of the end of first contract year.
E. A proposed budget for the next contract year, due by the first day of the 8th month of the contract year.
F. A monthly progress report to include how you implemented approved strategy(s), due the 15th of the month following the service provision.
G. Participant data sheets, Form A, B and attendance sheets due the 15th of the following month class/session ended
H. Contractors Expenditure Reports, due by the 15th of the month following expenditure. The CER can be found on http://azdhs.gov/hsd/primary_care.htm

8. Notices, Correspondence and Reports

Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Teen Pregnancy Prevention Program Manager
Bureau of Women's and Children's Health
150 N. 18th Avenue, Suite 320
Phoenix, Arizona 85007-3242
(602) 364-1400

Notices, Correspondence, Reports from the ADHS to the Contractor shall be sent to:

Administrator
Gila County Health Department
1400 E Ash Street
Globe, AZ 85501
Phone: 928-425-3231
Fax 928425-0794
dfletcher@co.gila.az.us

Payments from ADHS to the Contractor shall be sent to (if different from above address):

Organization: _____
Attention: _____
Street Address: _____
City, State and Zip Code: _____
Telephone: _____
E-Mail: _____

Gila Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	67,060.00
ERE	21,459.00
Professional & Outside Services	250.00
Travel Expense	8,106.00
Out of state travel	
Operating Expenses	22,854.00
Other	3,000.00
Indirect (if authorized)	12,273.00
TOTAL	$135,003.00

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.

IMPLEMENTATION PLAN

TASK	PERSON RESPONSIBLE	VERIFICATION	START DATE	END DATE

Contract Number
HG861265

INTERGOVERNMENTAL AGREEMENT
ATTACHMENT B1

Form A--Unduplicated Count of Clients Served

Please fill out the green shaded cells.

Instructor/Contractor:		Unduplicated Count of Clients served Ages 11:	
Month:		Unduplicated Count of Clients served Ages 12-18:	
School/Site name:		Unduplicated count of clients served Ages 19-29:	
Grade level:		Unduplicated count of all others served:	Fiscal Year:

Ethnicity and Gender	Age of Clients Served																					
	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	P*	O*	T*
FEMALES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black																						0
Hispanic																						0
Non-Hispanic White																						0
Native American																						0
Others																						0
MALES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black																						0
Hispanic																						0
Non-Hispanic White																						0
Native American																						0
Others																						0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Contract Number
HG861265

INTERGOVERNMENTAL AGREEMENT
ATTACHMENT B2

Form B--Total Encounters by Clients

Please fill out the green shaded cells.

Instructor/Contractor:		Unduplicated Count of Clients served Ages 11:	
Month:		Unduplicated Count of Clients served Ages 12-18:	
School/Site name:		Unduplicated count of clients served Ages 19-29:	
Grade level:		Unduplicated count of all others served:	Fiscal Year:

Ethnicity and Gender	Age of Clients Served																					
	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	P*	O*	T*
FEMALES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black																						0
Hispanic																						0
Non-Hispanic White																						0
Native American																						0
Others																						0
MALES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black																						0
Hispanic																						0
Non-Hispanic White																						0
Native American																						0
Others																						0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Bases on the number of class sessions received by program participants. Can be taken from attendance sheets. 1 encounter - one session

* Parents
* Other
* Total

Contract Number
HG861265

INTERGOVERNMENTAL AGREEMENT
ATTACHMENT C1

Teen Pregnancy Prevention Education Program
Attendance Sheet Contractor Name_____

Date of First Session/PreSurvey: _____ Date of Last Session/PosSurvey: _____ Class Start Time: _____ ClasEnd Time: _____ Period:___
Program Educator Name: _____ Curriculum: _____ Total number of Contact hours for this course: _____
Name of School/Location: _____ Address:_____ City: _____ Zip Code_____ County: _____
Youth Class:_____(Y/N) Grade Level:_ _____ Parent Class:_____(Y/N)

Gender: M=Male, F=Female
Ethnicity: W=White, B=Black, H=Hispanio, NA=Native American, AA=Asian American, M=Mixed, O=Other
For Atendance Status: Participants' Initials=Present, A=Absent, M=Makup

	Full Birth Name of Participant (Printed) FIRST, MIDDLE and LAST NAME	Initials F, M, L	Date of Birth mm/dd/yy	Grade	Age	Gender	Ethnicity	survey Pre	Attendance Status: Participants' Initials=Present, A=Absent, M=Make-up												survey Post
									# 1	# 2	# 3	# 4	# 5	# 6	# 7	# 8	# 9	# 10	# 11	# 12	
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(c) ADHS 2004

Contract Number
HG861265

INTERGOVERNMENTAL AGREEMENT
ATTACHMENT C2

Teen Pregnancy Prevention Education Program
Attendance Sheet Sub-Grantee (Contractor) Name: _____

Date of First Session/Pre-Survey: _____ Date of Last Session/Post-Survey: _____ Class Start Time: _____ Class End Time: _____ Period: _____
Program Educator Name: _____ Curriculum: _____ Total number Contact hours for this course: _____
Name of School/Location: _____ Address: _____ City: _____ Zip Code: _____ County: _____
Youth Class: _____ (Y/N) Grade Level: _____ Parent Class: _____ (Y/N)
Gender: M=Male, F=Female
Ethnicity: W=White, B=Black, H=Hispanic, NA=Native American, AA=Asian American, M=Mixed, O=Other

For Attendance Status: Participants' Initials=Present, A=Absent, M=Make-Up

	Full Birth Name of Participant (Printed) FIRST, MIDDLE and LAST NAME	Initials F, M, L	Date of Birth mm/dd/yy	Grade	Age	Gender	Ethnicity	Pre-survey	Attendance Status: Participants' Initials=Present, A=Absent, M=Make-up					Post-survey
									# 1	# 2	# 3	# 4	# 5	
1.														
2.														
3.														
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17.														
18.														

(c) ADHS 2006

Arizona Comprehensive Teen Pregnancy Prevention Program Narrative Monthly Report Matrix

County: _____ **Contact:** _____
Phone:_____
Program: _____
Month/Year_____

Summary of month: *(what your program accomplished, or did- where, when, how, progress on program implementation plan)*

Events: *(Bulleted activities)*

Successes/Failures/ Coolest thing of the month: *(things that worked or didn't --can be activities, lessons, out-reach etc –be sure to try and highlight one thing related to the program that stood out)*

Barriers: *(Things that kept you from getting the job done the way you wanted or thought it should be)*

Outreach /Contacts/Community Involvement Ideas *(where did you go new who did you met new, what bright new idea for improving service or out reach did you come up with?)*

Upcoming events: *(Teen Mazes, outreach events, graduation/completion parties, local festivals etc)*

Who helped you out to make an event happen: *(who were your partners this month?)*

Attachments: *(Meeting minutes, flyers, attendance rosters data sheets)*

The attachments following this cover sheet are listed as follows:

Form E – The Abstinence Teen Survey (7th-12th Grade)
Pre-program Survey Consent Form 2005-2006

Form F – The Abstinence Teen Survey (7th-12th Grade)
Post-program Survey Consent Form 2005-2006

Form G – The Abstinence Preteen Survey (6th Grade)
Post-program Survey Consent Form 2005-2006

The Abstinence TEEN Survey

(Recommended for 7th-12th Grade)

2005-2006

Post-program Survey Consent Form

You are being asked to take a survey about your beliefs, feelings, behaviors, and relationships with people. The reason we are doing this survey is to help us make better teen health programs.

Your parents know that you will be taking this survey and have agreed to let you take it. Some of the questions are personal. In order for us to learn about how teens are thinking and feeling we need you to answer these questions as honestly as possible. **There are no "right" or "wrong" answers-we want your point of view.** If you don't want to answer a question you don't have to. It is better to skip a question than to lie. If you decide that you don't want to participate, you can stop at any time.

Your answers are **PRIVATE**, meaning that your teachers, parents, and project leaders will not see any of your answers.

When you complete the survey if you feel that you want to talk to someone about it, we encourage you to talk to your parents, teacher or program leader.

Your signature means that you understand and agree to participate. Your name will **NEVER** be attached to your survey answers.

Print Your Full Birth Name _____
(not your nickname) (First) (Middle) (Last)

_____ _____
(Signature) **Today's Date**

Print the first letter of your **first name** _____

Print the first letter of your **middle name** _____

Print the first letter of your **last name** _____

What is your birth date? _____ _____ _____
Month Day Year You Were Born

Are you male or female? (check one) _____ _____
Male (boy) Female (girl)

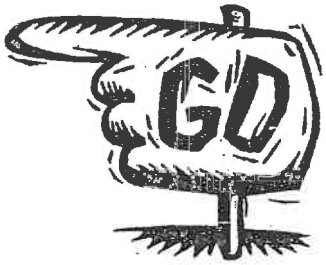
THANK YOU FOR AGREEING TO HELP

Now tear this first page off and give it to the room leader

Print the first letter of your **first** name. _____

Print the first letter of your **middle** name. _____

Print the first letter of your **last** name. _____



What is your birth date?

Month	Day	Year you were born

Are you male or female?

Male (Boy)	Female (Girl)

Today's date: _____

What did *You* think about the Abstinence Only program?

	Strongly disagree				Strongly agree
1. The abstinence program was interesting	0	1	2	3	4
2. I liked being in the program	0	1	2	3	4
3. I liked the activities that we did	0	1	2	3	4
4. I learned new things from the activities	0	1	2	3	4
5. I liked the teacher	0	1	2	3	4
6. The teacher treated us with respect	0	1	2	3	4

In this survey you are asked about having sex and about abstinence. Having sex is sometimes also called "going all the way," "doing it," or "making love." The word "abstinence" is used a lot in this survey. Abstinence means waiting to have sex.

What do *You* think?

Circle *one* number. Zero (0) means you "strongly disagree," and four (4) means you "strongly agree." The numbers 1, 2, and 3 are for answers *in between* strongly disagree and strongly agree.

	Strongly Disagree				Strongly Agree
1. I can tell which situations might lead to having sex	0	1	2	3	4
2. I *don't* feel pressured to have sex	0	1	2	3	4
3. I can tell when TV is showing sexual situations that are *not* real	0	1	2	3	4

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What about these reasons...

I might choose to NOT have sex because:	Strongly Disagree				Strongly Agree
1. I could get an STD (sexually transmitted disease) such as herpes, genital warts, gonorrhea	0	1	2	3	4
2. I'm afraid people will say bad things about me	0	1	2	3	4
3. My parents would be really upset if they thought I was having sex	0	1	2	3	4
4. My religion is against it	0	1	2	3	4
5. I want to save my virginity for the person I marry	0	1	2	3	4
6. I ***don't*** want to have a baby before I get married	0	1	2	3	4
7. I could get AIDS (Acquired Immune Deficiency Syndrome)	0	1	2	3	4
8. I want people to like me for who I am, not because they think I will have sex	0	1	2	3	4
9. I am ***not*** ready to have sex	0	1	2	3	4
10. You can still get pregnant or catch an STD ***even if you use birth control***	0	1	2	3	4

11. If you *are* abstinent, what is your number one reason for **not** having sex (remaining abstinent)?

_____

What *You* believe about sex and abstinence...

	Strongly Disagree				Strongly Agree
1. It is OK for **unmarried teens** to have sex if they are in love	0	1	2	3	4
2. If one of my friends was thinking about having sex, I would tell him/ her to wait	0	1	2	3	4
3. It is OK for **unmarried adults** to have sex if they are in love	0	1	2	3	4
4. More people should know that you can still get pregnant or catch an STD ***even if you use birth control***	0	1	2	3	4

What *You* think about the future...

Answer these questions even if you have had sex. *If you have had sex*, answer the questions by thinking about whether you will have sex again.

	Not Likely				Very Likely
1. Do you think you will have sex before you get married?	0	1	2	3	4
2. Do you think you will have sex before you turn 20?	0	1	2	3	4
3. Do you think you will have sex before you are in a serious relationship or in love?	0	1	2	3	4

4. I am ready to commit to sexual abstinence until I am out of high school.. _____YES ____NO
5. I am ready to commit to sexual abstinence until I am married..... _____YES ____NO

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What do *You* think?

	Strongly Disagree				Strongly Agree
1. I can say no to sex in a way that won't hurt the other person's feelings.....	0	1	2	3	4
2. I know how to avoid having sex if I don't want to do it	0	1	2	3	4
3. I know ways to make my body language say NO to sex	0	1	2	3	4

Your decisions...

People have different ways of thinking about sex and what their own values are. Having values means knowing how important something is to you. Please answer these questions about what you believe and how you make decisions about sex ***(whether or not you are having sex).***

	Not True				Very True
1. It is really important for me to figure out my own sexual values.....	0	1	2	3	4
2. I can stick to my decisions about sex.....	0	1	2	3	4
3. I believe I am responsible for my decisions about sex.....	0	1	2	3	4
4. I know that my sexual decisions will affect my future.....	0	1	2	3	4

Has the program affected *You*?

Answer each question by circling the number that best describes how you may have changed ***because of the program.***

	Much Less		About the Same		Much More
1. Do you know more or less about sexuality?.....	0	1	2	3	4
3. Are your values about your own sexual behavior less or more clear?	0	1	2	3	4
4. Do you feel less or more in control of your *behavior* regarding sex?.	0	1	2	3	4
5. Do you feel less or more in control of your *decisions* regarding sex? .	0	1	2	3	4
6. Do you talk about sexuality (going out, having sex, being abstinent) with your friends less or more?.....	0	1	2	3	4
7. Do you talk about sexuality with your parents less or more?.....	0	1	2	3	4

Please put your survey in the envelope now.

Thank you!!

To talk to someone about any issues bothering you call:
TEENLINK 1(800)235-9678

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The Abstinence TEEN Survey

(Recommended for 7th-12th Grade)

2005-2006

Pre-program Survey Consent Form

You are being asked to take a survey about your beliefs, feelings, behaviors, and relationships with people. The reason we are doing this survey is to help us make better teen health programs.

Your parents know that you will be taking this survey and have agreed to let you take it. Some of the questions are personal. In order for us to learn about how teens are thinking and feeling we need you to answer these questions as honestly as possible. ***There are no "right" or "wrong" answers-we want your point of view.*** If you don't want to answer a question you don't have to. It is better to skip a question than to lie. If you decide that you don't want to participate, you can stop at any time.

Your answers are **PRIVATE**, meaning that your teachers, parents, and program leader will not see any of your answers.

When you complete the survey if you feel that you want to talk to someone about it, we encourage you to talk to your parents, teacher, or program leader.

Your signature means that you understand and agree to participate. Your name will **NEVER** be attached to your survey answers.

Print Your Full Birth Name _____
(not your nickname) (First) (Middle) (Last)

_____ _____
(Signature) **Today's Date**

Print the first letter of your **first name** _____

Print the first letter of your **middle name** _____

Print the first letter of your **last name** _____

What is your birth date? _____ _____ _____
Month Day Year You Were Born

Are you male or female? (check one) _____ _____
Male (boy) Female (girl)

THANK YOU FOR AGREEING TO HELP

Now tear this first page off and give it to the room leader

Print the first letter of your **first name.** _____

Print the first letter of your **middle name.** _____

Print the first letter of your **last name.** _____

What is your birth date? _____ Month _____ Day _____ Year you were born

Are you male or female? _____ Male (Boy) _____ Female (Girl)

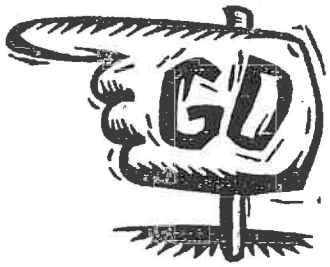
Today's date: _____

Tell us about *You...*

1. Select the one group that best describes you:
   - ____ Caucasian (White)
   - ____ Hispanic/Mexican-American
   - ____ African-American (Black)
   - ____ Asian-American
   - ____ Native American
   - ____ Mixed ethnicity (example: Hispanic and Native American)
     Write which groups you belong to here:
     _____
     _____

2. How old are you? _____

3. What grade are you in? _____



4. What language do you speak **most often?**
   - ____ English
   - ____ English and Spanish equally
   - ____ Spanish
   - ____ Another language (which one):
     _____

5. Where do you live **right now?** *(check only one)*
   - ____ I live with my family (parents or step-parents)
   - ____ I live part time with two families (both parents have custody)
   - ____ I live in a group home
   - ____ I live in a detention center
   - ____ I live with a foster family
   - ____ I live with grandparent(s)
   - ____ I live with other relatives (besides parents or grandparents)
   - ____ I live on my own or with friends

6. What kind of grades do you **usually** get in school? *(check only one)*
   ___ A's ___ B's ___ C's ___ D's ___ F's

In this survey you are asked about having sex and about abstinence. Having sex is sometimes also called "going all the way," "doing it," or "making love." The word abstinence is also used a lot in this survey. Abstinence means waiting to have sex.

7. Have you ever taken any class about abstinence (not having sex)? (Abstinence only classes teach that waiting until marriage to have sex is the healthiest choice.) ___YES ___NO

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The Abstinence PRETEEN Survey

(Recommended for 6th Grade)

2005-2006

Post-Program Survey Consent Form

You are being asked to take a survey about your beliefs, feelings, behaviors, and relationships with people. The reason we are doing this survey is to help us make better teen health programs.

Your parents know that you will be taking this survey and have agreed to let you take it. Some of the questions are personal. In order for us to learn about how people your age are thinking and feeling we need you to answer these questions as honestly as possible. **There are no "right" or "wrong" answers-we want your point of view.** If you don't want to answer a question you don't have to. It is better to skip a question than to lie. If you decide that you don't want to participate, you can stop at any time.

Your answers are **PRIVATE**, meaning that your teachers, parents, and project leaders will not see any of your answers.

When you complete the survey if you feel that you want to talk to someone about it, we encourage you to talk to your parents, teacher or program leader.

Your signature means that you understand and agree to participate. Your name will **NEVER** be attached to your survey answers.

Print Your Full Birth Name _____
(not your nickname) (First) (Middle) (Last)

_____ _____
(Signature) **Today's Date**

Print the first letter of your **first name** _____

Print the first letter of your **middle name** _____

Print the first letter of your **last name** _____

What is your birth date? _____ _____ _____
Month Day Year You Were Born

Are you male or female? (check one) _____ _____
Male (boy) Female (girl)

THANK YOU FOR AGREEING TO HELP

Now tear this first page off and give it to the room leader

What *You* think about the future...

Answer these questions even if you have had sex. *If you have had sex,* answer the questions by thinking about whether you will have sex again.	Not Likely				Very Likely
1. Do you think you will have sex before you get married?	0	1	2	3	4
2. Do you think you will have sex before you turn 20?	0	1	2	3	4
3. Do you think you will have sex before you are in a serious relationship or in love?	0	1	2	3	4

4. I am ready to commit to sexual abstinence until I am out of high school..... ___YES ___NO
5. I am ready to commit to sexual abstinence until I get married..... ___YES ___NO

What is true of *You*...

	Not True				Very True
1. I can stick to my decisions	0	1	2	3	4
2. I can make good decisions	0	1	2	3	4
3. I do many things well	0	1	2	3	4
4. I am responsible for my decisions	0	1	2	3	4
5. I am happy with myself	0	1	2	3	4
6. I try to understand other people's point of view	0	1	2	3	4
7. I think about how my decisions will affect my future	0	1	2	3	4
8. I feel that there are many good things about me	0	1	2	3	4
9. I have plans for my future	0	1	2	3	4

The really personal stuff about *You*...

Please read the following questions and tell us if you have done them or agree with them. Remember that your answers ***are private*** and will ***not*** be shown to your parents, teachers, or program leaders.

1. How old were you when you first started going out with people (dating/having boyfriends or girlfriends)?
   Write the age here: _____ OR check here: _____ I have not started dating yet
2. Do you have a boyfriend or girlfriend right now?..... ___Yes ___No
3. Do you think it is ok for kids your age to be alone with their boyfriend/girlfriend?..... ___Yes ___No
4. Have you ever kissed a boy or a girl on the mouth? ..... ___Yes ___No
5. Have you ever open-mouth kissed a boy or a girl?..... ___Yes ___No
6. Have you ever fooled around (sexually) above the waist?..... ___Yes ___No
7. Have you ever fooled around (sexually) below the waist?..... ___Yes ___No

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More personal stuff about *You*...

(Circle Yes OR No)

1. Have you ever had sex (sexual intercourse, made love)?..... Yes No
2. Have you had sex in the last 30 days?..... Yes No
3. Have you ever been treated by a doctor for an STD (e.g. chlamydia, gonorrhea, etc.)?... Yes No
4. *If you have had sex,* what method(s) of birth control did you and your partner use to prevent pregnancy **the last time you had sex?** (check all that apply)

   ____ I have never had sex ____ Birth control pill ____ Some other method (ex. Diaphragm, IUD)

   ____ No method was used ____ Condom ____ I am not sure

5. *If you have had sex,* did you drink alcohol or use drugs before you had sex **the first time?**

   ____ I have never had sex ____ Yes, drugs ____ No, neither were used when I had sex

   ____ Yes, alcohol ____ Yes, both drugs and alcohol

What do *You* think?

	Strongly Disagree				Strongly Agree
1. I can say no to sex in a way that won't hurt the other person's feelings.....	0	1	2	3	4
2. I know how to avoid having sex if I don't want to do it	0	1	2	3	4
3. I know ways to make my body language say NO to sex	0	1	2	3	4

Your decisions...

People have different ways of thinking about sex and what their own values are. Having values means knowing how important something is to you. We would like you to answer these questions about what you believe and how you make decisions about sex ***(whether or not you are having sex).***

	Not True				Very True
1. It is really important for me to figure out my own sexual values.....	0	1	2	3	4
2. I can stick to my decisions about sex.....	0	1	2	3	4
3. I believe I am responsible for my decisions about sex.....	0	1	2	3	4
4. I know that my sexual decisions will affect my future.....	0	1	2	3	4

Please put your survey in the envelope now.

Thank you!!

To talk to someone about any issues bothering you call:

TEENLINK 1(800)235-9678

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Consent Agenda Item Item #: 4- F

Regular BOS Meeting

Date: 01/04/2011

Submitted For:	Anita Escobedo, Clerk of the Superior Court		
Submitted By:	Vicki Aguilar, Clerk of the Superior Court		
Department:	Clerk of the Superior Court		
Fiscal Year:	July 2010 - June 2011	Budgeted?:	No
Contract Dates - Begin & End:	October 1, 2010 - September 30, 2015		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Approval of Intergovernmental Agreement No. DE11117001 between Gila County and the Arizona Department of Economic Security to facilitate the use of a Family Law Commissioner for the period October 1, 2010, through September 30, 2015.

Background Information

The Clerk of the Superior Court contracts with the Arizona Department of Economic Security for partial reimbursement of the Family Law Commissioner, partial court staff, and other indirect costs.

Evaluation

The Intergovernmental Agreement contract allows the Clerk of the Superior Court to file for reimbursement of 66% of all monies disbursed through the Family Law Commissioner program. The State also awards the indirect costs on salaries which make up for the 66% reimbursement and this results in the County earning revenue.

Conclusion

The State mandates, Statute 25.5-10, that the Clerk of the Superior Court shall have Child Support Enforcement.

Recommendation

The Clerk of the Superior Court recommends approval of this Intergovernmental Agreement in order to continue the services to facilitate the use of a Family Law Commissioner.

Suggested Motion

Approval of Intergovernmental Agreement No. DE111170001 between Gila County and the Arizona Department of Economic Security to facilitate the use of a Family Law Commissioner for the period October 1, 2010, through September 30, 2015.

Attachments

Link: IGA FOR FAMILY LAW

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Board of Supervisors, Family Law Commissioner Office ("Commissioner").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Commissioner is duly authorized to execute and administer contracts under _____ and,

WHEREAS the Department and the Commissioner are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Commissioner agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE GILA COUNTY BOARD OF SUPERVISORS, FAMILY LAW COMMISSIONER OFFICE, *THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE* GILA COUNTY BOARD OF SUPERVISORS, FAMILY LAW COMMISSIONER OFFICE *TO THIS CONTRACT.*

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

_____
Procurement Officer Signature

Cathie G. Rodman
Printed Name

Procurement Manager
Title

_____
Date

_____
ADES Contract Number

FOR AND ON BEHALF OF THE

_____
Signature

MICHAEL A. PASTOR
Printed Name

Chairman, Gila County Board Of Supervisors
Title

_____
Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: _____

APPROVED AS TO FORM:

Daisy Flores, Gila County Attorney

By: _____
Public Agency Legal Counsel

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Board of Supervisors, Family Law Commissioner Office ("Commissioner").

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement shall have an effective date of October 1, 2010 and shall end on September 30, 2015 unless otherwise agreed upon by both parties in writing.

4.0 EXTENSION

4.1 This agreement may be extended through a written amendment by mutual agreement of the parties.

5.0 TERMINATION

5.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

5.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

6.0 AMENDMENTS OR MODIFICATIONS

6.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

6.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

6.2.1 Change of telephone number;

6.2.2 Change in authorized signatory; and/or,

6.2.3 Change in the name and/or address of the person to whom notices are to be sent.

7.0 PURPOSE OF AGREEMENT

7.1 The purpose of this agreement is to facilitate the use of the Family Law Commissioner to establish paternity, establish, modify, or enforce child support orders and medical insurance obligations.

7.0 MANNER OF FINANCING

7.1 These services are financed by an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1104AZ4004.

8.0 SERVICE DESCRIPTION

8.1 A service that uses judicial officers who hold hearings and trials to:

8.1.1 Establish paternity;

8.1.2 Enforce child support and medical insurance obligations.

9.0 RESPONSIBILITIES OF COMMISSIONER:

The Commissioner shall:

9.1 Issue written and signed rulings that establish paternity, enforces child support and medical insurance obligations with all reasonable promptness and in no event later than 60 calendar days of submission.

9.2 Update information on Arizona Tracking Locate Automated System (ATLAS) immediately upon receipt of new information. Changes include, but are not limited to: names, addresses of the parties, telephone numbers, placement of the domestic violence indicator (NDI), Social Security numbers, and employment information including address and phone numbers of employers and any other information of income.

9.3 Have and comply with an expedited process plan, pursuant to 45 C.F.R. 303.101;

9.4 Utilize electronic recording devices per the standards outlined in the Arizona Code of Judicial Administration, Part 1, Chapter 6, Section 1-602, or, if a party timely requests a court reporter, the court will provide one for the hearing.

9.5 Facilitate the appearance of a party or witness residing in another state by telephone, audiovisual means or other electronic means.

9.6 Training:
9.6.1 All new Commissioner staff assigned to Title IV-D Child Support shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.

9.6.2 New ATLAS users are required to complete the following forms:
9.6.2.1 J-125, Request for Terminal Access;
9.6.2.2 J-129, Affirmation Statement;
9.6.2.3 CS-169, Conflict of Interest/Confidentiality Statement.

9.6.3 The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV

9.6.4. All staff assigned to Title IV-D Child Support Enforcement shall complete Department required training. All staff shall complete Department ATLAS required training before being assigned logon identifiers for ATLAS
9.6.4.1 Written instructions to navigate the ATLAS system are available upon request by emailing DCSETRAININGREQUEST@AZDES.GOV.

10.0 REIMBURSEMENT REQUIREMENTS:
10.1 The services set forth in this Agreement may be reimbursed only for matters brought in Title IV-D cases, and on behalf of a judicial officer who is not a judge of the court. Clerical, secretarial, court reporter staffing and court interpreters shall be allowable expenses for a commissioner or referee. This is to include clerical time for the completion of minute entries mandated by court rule.

10.2 The Commissioner shall submit an annual summary operating budget to the Department that reflects the projected Commissioner expenditures for child support enforcement activities.

10.2.1 If the Commissioner intends to claim reimbursement for indirect costs, they shall provide ADES with a copy of its cost allocation plan annually. The plan shall comply with the standards contained in OMB Circular A-87 and be subject to written approval from the Department. The approval shall be provided prior to the date of any period for which reimbursement is requested.

10.2.2 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R. 74.1, et seq. and 45 C.F.R. 304.

11.0 THE ADES WILL:
11.1 Reimburse the Commissioner for costs incurred in the delivery of Contract Services during the term of this Agreement.

11.3 Under this agreement the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655 (a)(2).

11.4 Incentive Payments: The Department shall pay to the Commissioner, as required by law, a proportionate share of incentives based on collections and cost effectiveness.
11.4.1 The Department shall pay to the Commissioner an amount equal to the Commissioner's proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The Commissioner's proportionate share shall be based upon the methodology set forth in the Department's current incentive policy, which is incorporated by reference into this agreement. These payments shall be made 45 days after the end of the quarter for which they are earned.
11.4.2 The Department shall determine incentive payments for each Commissioner based on performance in the five federally established incentive measures.

11.4.3 Any incentives earned by the Department for providing services to a non-contracting County entity shall be paid to the full service entity.

11.4.4 The Commissioner agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the Commissioner 's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.

12.0 **REPORTING REQUIREMENTS**

12.1 Each month the Commissioner shall provide to ADES the following statistical data:

12.2 Number of Title IV-D of hearings, number of hearings resolved within 60 days and the percent of matters resolved within 60 days;

12.3 Number of Orders presented for signature, number of Orders signed and percent of Title IV-D Orders signed;

12.4 Number of Title IV-D Enforcement Remedies sought, Number of Title IV-D Enforcement Remedies granted and Percent of Title IV-D Enforcement Remedies granted;

12.5 Number of Title IV-D expedited matters presented, Number of Title IV-D expedited matters denied and Percent of Title IV-D expedited matters signed.

12.6 The Commissioner shall submit the Certificate of Insurance as specified in Paragraph 27.2 of this Agreement yearly.

12.6 The Commissioner shall submit reports and Insurance Certificate to:
AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

13.0 PAYMENT REQUIREMENTS

13.1 Commissioner shall submit monthly a Certified Public Expenditure Statement (CPES) for costs incurred in the delivery of Contract Services

13.2 The Commissioner shall retain supporting expense documents and make them available for periodic review during the term of this agreement,

13.3 CPES shall be submitted by the 28th day after the month services were provided and sent to:
AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

13.4 Payments shall be paid via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at http://www.gao.az.gov/onlineforms/default.asp#Vendor

14.0 NOTICES

14.1 All notices to the Commissioner regarding this agreement shall be sent to the following address:
Globe Courthouse
Karen Yanez, Courtroom Clerk
1400 East Ash Street
Globe, AZ 85501

14.2 All notices to the ADES regarding this agreement shall be sent to the following address:

AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458-
Phoenix, AZ 85067-0458

15.0 APPLICABLE LAW

15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

16.0 ARBITRATION

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

17.0 AUDIT

17.1 In accordance with A.R.S. §35-214, the Commissioner shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Commissioner shall produce the original of any or all such records.

18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR

18.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

181.1 Reduce payments or units authorized;

18.1.2 Accept a decrease in price offered by the contractor;

18.1.3 Cancel the Agreement;

18.1.4 Cancel the Agreement and re-write the requirements.

18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Commissioner may mutually agree to reduce reimbursement to the Commissioner when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

20.0 CANCELLATION FOR CONFLICT OF INTEREST

20.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the Contractor, an employee of the Contractor, or a subcontractor to the Contractor is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The Contractor shall immediately notify the Department of the conflict of interest and ensure that the party will have no involvement in any phase of the test.

21.0 CONFIDENTIALITY

21.1 Contractor shall adhere to standards of confidentiality of record maintenance in accordance with the law and ADES/DCSE policy. The Contractor agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The Contractor shall provide safeguards to restrict the use or disclosure of any information concerning any individual who

is party to a case. The Contractor understands that revealing any information concerning the Non Custodial Parent (NCP) or Custodial Person (CP), one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.

21.2 The safeguards provided shall also prohibit disclosure of any information that identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The Contractor agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.

21.3 The Contractor shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the Contractor or by the Contractor's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The Contractor also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Contractor for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.

21.4 The Contractor agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.

22.0 CONFLICT OF INTEREST

22.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

23.0 DATA SHARING AGREEMENT

23.1 When determined by the Department that sharing of confidential data will occur with the Commissioner, the Commissioner shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Commissioner and each ADES Program sharing confidential data.

24.0 E-VERIFY

24.1 In accordance with A.R.S. §41-4401, Commissioner warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. §23-214, Subsection A.

25.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

25.1 By entering into the Agreement, the Commissioner warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Commissioner shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Commissioner and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

25.2 The State may request verification of compliance for any Commissioner or subcontractor performing work under the Agreement. Should the State suspect or find that the Commissioner or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Commissioner. All costs necessary to verify compliance are the responsibility of the Contractor.

26.0 INDEMNIFICATION

26.1 Indemnification for Contractor:

26.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

26.2 Indemnification for Subcontractor

26.2.1 In addition, Commissioner shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Commissioner's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

27.0 INSURANCE REQUIREMENTS

27.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

27.1.1 None.

27.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Commissioner, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

A. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation**.

b. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Commissioner."**

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Commissioner involving automobiles owned, leased, hired or borrowed by the Commissioner ".**

b. Policy shall contain a waiver of subrogation against the State of Arizona, it's departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Commissioner .

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Commissioner with their own list of persons to be insured.)

C. **Worker's Compensation and Employers' Liability**

• Workers' Compensation Statutory	
• Employers' Liability	
• Each Accident	$ 500,000
• Disease – Each Employee	$ 500,000
• Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Commissioner.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

D. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
2. The Commissioner 's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Commissioner shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

E. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

F. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Commissioner from potential insurer insolvency.

G. **Verification of Coverage:** Commissioner shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 **unless the Reporting Requirements specifies otherwise**. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance**. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

H. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.

J. **Exceptions:** In the event the Commissioner or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

28.0 IT 508 COMPLIANCE

28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

29.0 NON-AVAILABILITY OF FUNDS

29.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

30.0 NON-DISCRIMINATION

30.1 In accordance with A.R.S. §41-1461 and Executive Order 2009-09, the Commissioner shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Commissioner shall comply with the Americans with Disabilities Act.

31.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

31.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

32.0 RIGHT OF OFFSET

32.1 The Department shall be entitled to offset against any sums due the Commissioner, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Commissioner's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

33.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

33.1 The Contractor agrees to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR § 303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

33.2 **PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be done under the supervision of the contractor or the contractor's employees.

Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

33.3 CRIMINAL/CIVIL SANCTIONS:

Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized

inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.
The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

33.4 INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

34.0 SCRUTINIZED BUSINESS

34.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Commissioner certifies that the Commissioner does not have scrutinized business operations in Sudan or Iran.

35.0 THIRD- PARTY ANTITRUST VIOLATIONS

35.1 The Commissioner assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Commissioner, toward fulfillment of this Agreement.

36.0 ATTACHMENTS

36.1 Attachment A- Certification Regarding Lobbying
36.2 Attachment B- Certification Regarding Maintenance of Effort
36.3 Attachment C- Sub- Recipient Fact Sheet

Attachment A

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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, an officer of 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards 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.

	CHAIRMAN OF THE BOARD
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE

GILA COUNTY BOARD OF SUPERVISORS	
APPLICANT ORGANIZATION	DATE SUBMITTED

Attachment B

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

GILA COUNTY BOARD OF SUPERVISORS, will be in addition to, and not in
(Applicant Organization)

substitution for, comparable activities previously carried on without Federal assistance.

_____
Signature of Authorized Certifying Official

CHAIRMAN, OF THE GILA COUNTY BOARD OF SUPERVISORS
Title

_____
Date

SUBRECIPIENT

FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient

Gila County Board of Supervisors, Family Law Commissioner Office
(From the Contract)

Contract # DE111170001

Federal Employer Taxpayer ID # 866000444

- Federal Grantor's Name Department of Health and Human Services
- CFDA Title and Number 93.563
- Award Name and Number Arizona Department of Economic Security
- Award Period October 1, 2010 through September 30, 2011
- Pass-through Number Assigned by the Department G1104AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

Consent Agenda Item Item #: 4- G

Regular BOS Meeting

Date: 01/04/2011

Submitted For: Linda Rodriguez, Administrative Manager

Submitted By: Linda Rodriguez, Emergency Management

Department: County Manager

Presenter's Name:

Information

Request/Subject

Approval of a request for a waiver of fees by Lani Hall to use the Fairground's Exhibit Hall or other areas at the Fairgrounds for 2011 4-H activities.

Background Information

The U of A Cooperative Extension Office has, for many years, provided a variety of 4-H Programs to the youth of Southern Gila County. In the past, the Board of Supervisors has authorized this waiver of fees for all 4-H activities because there is no funding available to pay facility rental fees for the 4-H organization to use the rodeo arena, barn, and exhibit hall, and other Fairground areas. There is no conflict with scheduled events and arrangements for any additional or canceled events will be coordinated through Linda Rodriguez, Administrative Manager, in order to avoid double booking of events. Insurance Certificate has been submitted for all 4-H activities up through March 1, 2014.

Evaluation

The use of the Fairground's facility will give the Southern Gila County 4-H Program a place for the youth of our community to emerge as leaders through hands-on learning and adult mentorship.

Conclusion

This waiver of fees would greatly assist the U of A Cooperative Extension Office financially so that the youth could continue to receive 4-H Programs services in Southern Gila County.

Recommendation

The recommendation is to approve the waiver of fees for the use of the Fairground for all 4-H activities in 2011.

Suggested Motion

Approval of a request for a waiver of fees submitted by Lani Hall, on behalf of the U of A Gila County Cooperative Extension Office - 4-H Program, for the use of the Fairground's Exhibit Hall and/or other areas at the Fairgrounds for all Gila County 4-H activities in 2011.

Attachments

Link: 4-H Application

Link: 4-H Waiver Request

Link: 4-H Event Schedule

Welcome to the Gila County Fairgrounds Use Application and Policy Pages

For your convenience we have provided this document for your review in PDF format. If you wish to submit an application to schedule an event, please print this document, complete each form, read and sign the Policy/Procedures sheet and mail or deliver all ORIGINALS WITH SIGNATURE to:

Linda Rodriguez
Administrative Manager
1400 E. Ash St.
Globe, AZ 85501

If you have questions you may call 1-928-402-4344 or 1-928-200-1277 for assistance.

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:	University of Arizona Cooperative Extension Office – 4-H				
Address of Individual or Organization:	P.O. Box 2844, Payson, Arizona 85547				
Function to be Held:	4-H Southern Gila County Activities				
Contact Person for Event:	Lani Hall				
Telephone No.:	(928) 595-0655				
Date(s) Requested:	2011 calendar year	thru			
Time of Event:	All 4-H Activities	to			
Estimate How Many People Will Attend Event:					
Liquor License No. and Sold by (Name):	NA			Served only?	
Will this event be public or private?		Public	x	Private	
If public, would you like this event listed on the Gila County Fairgrounds webpage?	x	Yes		No	
Information to be posted on webpage:	Is there an entrance fee?		Yes	x	No
Adults: $	Children: $		Seniors: $		

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

☐ Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

		Total Fee:
First Day of Event - $350.00		
Each Additional Day of Event - $250.00	Days	
($50.00 of cleaning deposit is non-refundable) Cleaning Deposit $150.00		
Key Deposit - $25.00		

☐ Commercial Building: Capacity is 320 people.

First Day of Event - $200.00		
Each additional Day - $100.00	Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

☐ ATV Grounds

$75.00 per day; $300.00 per week (5 days)	Days	

☐ Rodeo Arena

First Day of Event - $1,200.00 + set up charges		
$ 150.00 for each additional day	Days	
$25.00 per hour for lights	Hours	

☐ Grandstand Area

First Day of Event - $500.00		
$150.00 each additional day	Days	

☐ Livestock Shed A (60 x 120)	$150.00 per day		Days	
☐ Livestock Shed B (80 x 120)	$150.00 per day		Days	
☐ Livestock Shed C (30 x 120)	$150.00 per day		Days	
☐ Horse Stall(s)	$10.00 Each per day	EA	Days	
☐ Car Track/Motor Cross	$150.00 per day		Days	
☐ Other Areas at Fairgrounds	$150.00 per day		Days	
			TOTAL FEE(S) DUE:	

POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security personnel for events where:
   a. Alcohol/liquor is served or sold;
   b. Events are offered for public attendance;
   c. More than 150 persons are expected to attend a private event;
   d. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County through the County;
   e. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 150 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Board's policy **not to allow alcohol/liquor outside the building.** Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Fairgrounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. **Fairgrounds Office (928-425-5924)** Open between the hours of 6:00 a.m. and 2:30 p.m.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event. See Attached Addendum
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Board of Supervisors. The event contact will be notified by mail of waiver status.
9. **The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.**
10. If you received this application by mail or download from the internet (www.gilacountyaz.gov), please mail the completed document with original signature to:

    Linda Rodriguez
    Administrative Manager
    1400 E. Ash St.
    Globe, AZ 85501

    Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.
11. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
12. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
13. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Board of Supervisors.

The attached Addendum is hereby Incorporated into this agreement.

I have read and understand this application:

Applicant Signature:	Ernette C Leslie	Ernette C. Leslie Contracts Administrator	Date: 12/2/10

(Do not write below this line)

E.M./F.G. Checklist:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
		Approved:				**Disapproved:**	
Signature:						12-7-10	
				Fairgrounds Personnel Signature		**Date**	
Signature:							
				Chairman **Gila County Board of Supervisors**		**Date**	

ADDENDUM

The following terms are added to and form a part of the attached Contract:

1. NON-DISCRIMINATION The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

2. CONFLICT OF INTEREST The Arizona Board of Regents may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.

3. INSURANCE The parties recognize that the Arizona Board of Regents participates in the Arizona State Risk Management Program. Any liability of the State of Arizona resulting from any negligence of its employees shall be governed by Arizona's self-insurance statute A.R.S. § 41-621.

ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA

Ernette C Leslie

Ernette C. Leslie
Contracts Administrator

Date 12/2/10

GILA COUNTY BOARD OF SUPERVISORS

_____

Authorized Signature
Printed Name:_____
Title:_____
Date_____

Gila County

ARIZONA COOPERATIVE EXTENSION

THE UNIVERSITY OF ARIZONA • COLLEGE OF AGRICULTURE AND LIFE SCIENCES

November 23, 2010

Gila County Board of Supervisors
1400 E. Ash Street
Globe, Arizona 85501

Re: Gila County Fairgrounds Application for 2011

This is a fee waiver request for all 4-H activities to be held at the Fairgrounds in 2011. No fees are paid by the participants so funding is not available to pay facility rental fees. More importantly this is an educational experience that prepares Gila County youth to be better citizens in the future.

Arrangements for scheduled events will be coordinated though Linda Rodriguez. The University of Arizona Gila County Cooperative Extension 4-H Program deeply appreciates the availability of this facility and your willingness to allow Gila County youth to use it.

Thank you for your consideration of this request. If you have any questions please feel free to contact me at (928) 595-0655.

Sincerely,

Lani L. Hall

Lani L. Hall, MAed.
4-H Youth Development Agent

Schedule of events for Southern Gila County 4-H 2011

Event	Date
Banquet: Fairgrounds 5:30pm	January 7th
Community Club Meetings: Tuesdays, every other month, 6:00pm Fairgrounds	February 15th April 19th June 14th October 4th
Rabbit Show: Contact Jenni Steveson	March 12th
Ear Tagging for Steers: Fair Livestock Committee 4-7pm Fairgrounds	April 26th
Horse Show Globe: Contact Judy Mann or Shelley Arthur	June 18th
Demonstration and Public Speaking Day: Mandatory Fairgrounds	July 16th
Ear Tagging for Swine, Lamb and Goats: Mandatory Fairgrounds	August 3rd
Judging Day and Prefair: Fairgrounds	August 13th
Fair Weigh-in for all livestock projects: 4-7pm	September 21st
Southern Gila County Fair:	September 21st – 25th
Lamb Showmanship Clinics: Contact Lynn Heimer	July 27th August 3rd August 10th August 24th August 31st
Steer Practices: Contact Janet Cline – Every Wednesday till fair	May 4th
Steer Practices: Contact Regina Wagner – Every other Saturday till further notice	May 7th

Item #: 4- H

Regular BOS Meeting
Date: 01/04/2011

Reporting Period:	BOS Meeting Minutes for July 6, 2010		
Submitted For:	Marilyn Brewer, Deputy Clerk, BOS	**Submitted By:**	Marilyn Brewer, Clerk of the Board of Supervisors

Information

Subject

BOS Meeting Minutes for July 6, 2010.

Suggested Motion

Approval of the July 6, 2010, BOS meeting minutes.

Attachments

Link: BOS Meeting Minutes for 07/06/10

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: July 6, 2010

MICHAEL A. PASTOR Chairman	**JOHN F. NELSON** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marilyn Brewer Deputy Clerk
SHIRLEY L. DAWSON Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV conferencing); Shirley L. Dawson, Supervisor; Don E. McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk, Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in Regular Session at 10:00 a.m. this date in the Board of Supervisors hearing room. Steve Stratton led the Pledge of Allegiance and Reverend Dan Morton of the First Christian Church in Globe delivered the invocation.

Item 2 - Presentation by Sheriff's Office employee and Army National Guard Sergeant First Class Rodney Cronk to Sheriff John Armer of award by the National Committee for Employer Support of the Guard and Reserve as "Patriotic Employer" for the support of Sergeant Cronk during his recent deployment to the Middle East.

Tom Melcher, Chief Deputy Sheriff, requested that Sergeant First Class Rodney Cronk and Sheriff Armer come forward. Sergeant First Class Cronk stated that he had nominated Sheriff Armer for the "Employer Support Award" through the military. He then read aloud the award and stated laughingly that he had also given Sheriff Armer a DVD about managing your military employees effectively. Sheriff Armer stated, "This is not Sergeant Cronk's first deployment to Afghanistan. We're glad to have him back. The fact that he has achieved the rank that he has is a testament to his abilities and the ability that Gila County has to offer its citizens." Chairman Pastor congratulated Sergeant Cronk on his successful deployment and return. He stated, "It's always good to see our soldiers come home." Vice-Chairman Martin also thanked Sergeant Cronk for his service.

Item 3 - Presentation of the Officer of the Quarter Award to Gila County Sheriff's Office Detective Emmett Dickison.

Daisy Flores, County Attorney, presented Sheriff's Office Detective Emmett Dickison with the Officer of the Quarter award and gave a brief summary of his background and the reasons he was nominated for the award. Detective Emmett thanked the Board for the award and gave a few brief comments. Each Board member thanked Detective Dickison for his dedicated service to the community.

Item 4 – Recognition of 3 employees for June's "Spotlight on Employees" Program.

Juley Bocardo-Homan, Deputy Personnel Director, presented gift cards as recognition awards to 3 employees for June's "Spotlight on Employees" program. They were as follows: Anthony Puskaric of the Health and Community Services Division; David Kell of the Sheriff's Office; and Lee Alexander also of the Sheriff's Office. Each Board member thanked the employees for their dedicated work.

Item 5 – Motion to convene as the Gila County Flood Control District Board of Directors. Public Hearing – Information/Discussion/Action to approve an Amendment to the Gila County Floodplain Management Ordinance.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board convened as the Gila County Flood Control District Board of Directors. Steve Sanders, Public Works Division Deputy Director, provided a written summary to the Board of the changes made in the Amendment to the Gila County Floodplain Management Ordinance. He stated that the Gila County Floodplain Department participates with the other counties in the National Flood Insurance program and because it is administered by FEMA (Federal Emergency Management Agency), a federal agency, FEMA also audits and oversees the County's Floodplain Management program and Ordinance. Some of the changes being proposed are based on FEMA recommendations while others are just improvements in the terminology. He emphasized that the importance of some of these changes are because it will make it easier for the citizens to get variances and approvals to do work in the floodplain and in the floodway on some of the disposal systems. Mr. Sanders stated that 45 days after approval by the Board, these changes will become law and part of the Ordinance. Mr. Sanders noted that Darde de Roulhac, Chief Engineer of the Flood Control District, was present to answer any specific questions of the Board and he felt Mr. de Roulhac had done a very good job in putting this together and updating the Ordinance. Chairman Pastor opened the public hearing and called for public comments; none were received. Chairman Pastor

called on Mr. de Roulhac to provide any additional comments. Mr. de Roulhac stated that in making these changes there obviously needs to be some compliance with these rules that are designed to protect the health, safety and lives of our citizens. He stated, "We are trying to make it less burdensome to the extent possible and some are less expensive as far as compliance and with some of the requirements for engineering, etc." Some of the changes are just correcting grammatical errors and some clarify the intent to eliminate confusion. He cited 4 of the significant changes, which included an increase in the square footage for accessory structures before requiring a variance; specifically clarified the definition of waste disposal systems in a floodway; establishment of a flood elevation when one is not provided on the map without having to pay for a lot of engineering; and a provision to bring together the area of jurisdiction for flooding and for erosion control from creek banks. These recommendations have been reviewed and approved by both FEMA and the State of Arizona and will make it less expensive to comply. He stated, "We are also pleased to provide some alternative solutions to the citizens of Gila County. We believe it still accomplishes the goal of protecting the life and safety of our citizens." Vice-Chairman Martin stated that the ADWR (Arizona Department of Water Resources) had been talking about making its requirements less confusing and less expensive and inquired if ADWR had been asking the County to make these changes. Mr. de Roulhac replied, "To the contrary. ADWR has been pushing provisions in the Ordinance that would in some cases be harder to comply with and more costly." He stated that there were confrontations between ADWR and County staff in which County staff pointed out the requirements that were not a part of the code of federal regulations or state statutes and provided recommendations that would make it easier to comply and still stay within the law. He stated that some of the problems that the County has to deal with are when the requirements are too difficult to comply, so people don't comply and then it becomes a non-compliant structure that puts people at risk. The people then blow off a lot of the requirements and it becomes an enforcement issue, so the County is attempting to make it easier for people to follow the regulations and protect life and property while not being too burdensome. Vice-Chairman Martin thanked Mr. de Roulhac for trying to simplify what ADWR is trying to make more complex. Discussion ensued about the differences in costs for septic systems versus the new alternative wastewater treatment systems in floodway areas where state regulations prohibit septic systems. Discussion was also held on the changes allowing for some Christopher Creek area residents to be able to construct wastewater treatment systems and if the area is not in a FEMA map floodway, then the regulations against septic systems would not apply. Upon inquiry by Chairman Pastor as to how often FEMA updates its maps, Mr. de Roulhac replied that the original maps were done in the early 1980s and became effective in 1985. A re-study was done of the Globe-Miami areas and Tonto Basin in 2004 and went into effect with the 2007 map updates that were done for the entire County. In all other areas the maps from the 1980s are still being used. The maps have been updated to digital format; however, the

studies they are based on still need updating badly in most of the County. Vice-Chairman Martin stated that perhaps it's time for the Board to take a hard look at this in a work session to better understand the issues because it is frustrating to her that there is such disparity across the County on what can and cannot be done. Chairman Pastor stated that a work session could be set up for the near future. Supervisor Dawson agreed that a work session was necessary because she believes that what the County is trying to do with all these regulations is to protect the citizens, but in the meantime there are a lot of unintentional consequences of these ordinances. Chairman Pastor then closed the public hearing and entertained a motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously tabled approval of the Amendment to the Gila County Floodplain Management Ordinance to a future work session or series of work sessions. Chairman Pastor requested that Don McDaniel, County Manager, set a date for the work session. The Board thanked Mr. de Roulhac for his work on this Ordinance.

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board reconvened as the Gila County Board of Supervisors.

Item 6 - Public Hearing - Information/Discussion/Action to adopt Resolution No. 10-07-01 to revoke a non-exclusive license for cable communication services issued to Eagle West Communications, Inc.

Marian Sheppard, Chief Deputy Clerk, stated that in 2001, the Board of Supervisors adopted a resolution establishing guidelines and regulations for cable franchise licenses. Section 11 of the resolution provides procedures to terminate a license prior to expiration and part of the process is to have a public hearing and notice the hearing in the newspaper in the service area and also notice the owners by certified mail, which was done. Notice was published in the Payson Roundup as well as the Arizona Silver Belt newspapers. Ms. Sheppard stated that the reason she was requesting revocation of this license was because franchise fees had not been paid back to the period of July through December 2008. In April 2009, Ms. Sheppard received an inquiry from a customer because he didn't have cable service. She began making some phone calls and learned that on February 25, 2009, the Federal Bureau of Investigation had raided the offices of Eagle West Communications, Inc. and at that time the business was shut down. Service was never resumed to the customers in Gila County, but at present Eagle West still provides services to customers in Mesa. Ms. Sheppard advised that the reason it has taken her so long to bring this before the Board is because she was assured by the President and Vice-President that they would pay the past due franchise fees, which amount to $250. Ms. Sheppard has received no other public comments and requested that the Board adopt this resolution to terminate the license immediately. Chairman Pastor opened the public hearing and called for comments from the public; none were received. Chairman Pastor closed the public hearing and entertained a motion. Upon motion by Supervisor Dawson,

seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 10-7-01 revoking a non-exclusive license for cable communication services issued to Eagle West Communications, Inc. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

Item 7 - Information/Discussion/Action regarding Gila County Planning and Zoning Case No. LURPP 2010 Amendment; submittal of the "draft' for the Land Use Resource Policy Plan and proposed timelines, and to authorize the Planning and Zoning Commission approval to release this document for public input.

Robert Gould, Community Development Division Director, stated that a year ago the Planning and Zoning Commission was directed to review the 1997 Land Use Resource Policy Plan (LURPP) and look for ways to improve it. The Planning and Zoning Commission appointed a 4-member subcommittee that consisted of Jay Spehar, Don Ascoli, Ron Christensen and Mickie Nye and several meetings were held to review and revise the LURPP. On June 17, 2010, the Planning and Zoning Commission reviewed the draft in a rather lengthy discussion and has made a recommendation to the Board of Supervisors to release the draft for public input. Mr. Gould emphasized that at this time he was not requesting that the Board adopt the draft, but rather just approve the release of the draft for public input during the public review process. He stated that several changes had been made and that the purpose was to facilitate better communications between the County and the federal and state land managers in regard to how their policies and actions were going to affect Gila County residents. He stated that this particular draft has a "much stronger tone in it and we actually mandate that the federal government coordinate with the County and there is a huge difference between the words 'cooperate' and 'coordinate'." He stated that the County is requesting to be placed at the table in order to have input in all discussions prior to decisions being made at the state and federal levels. Mr. Gould stated that this document is meant to tell all of the land managers that these are the County's policies and issues that are critically important and these are the actions that the County would like to be seeing. Mr. Gould stated that he would not go through all of the policies at this time; however, when they began the study there were 11 policies that have now been increased to 14. Two of the policies that will probably get the most attention, comments and suggestions, are new and they are about water rights and the PILT (Payment in Lieu of Taxes) program. Another policy that was added includes environmentally sensitive sites. He clarified that although this draft refers to appendices, there were none at the present time. He requested that the LURPP draft be taken to a meeting with Chairman Pastor at Tonto Basin this evening for discussion with the residents; however, if the Board did not wish to release the draft at this time, then they would just discuss the document and take comments at the meeting without the draft. Mr. Gould advised that a citizens' participation process had been established and 4 public

hearings will be held. The first one will be tonight in Tonto Basin, the second one next week in Globe, followed by a third meeting in Payson and a final meeting on July 31, 2010, in Young - all to solicit public input. After the completion of those public meetings, a staff report will be prepared and he will ensure that every comment is recorded for the Board. The Planning and Zoning (P & Z) Commission is planning to hold its hearing and make its recommendations to the Board the latter part of August and the completed draft will then be presented to the Board on September 21, 2010, for the Board to approve, deny or take no action. Supervisor Dawson thanked Mr. Gould and the committee members as she knows this was a lot of work and she will be interested to hear about the public comments. She stated, "I think this is an excellent piece of work." Vice-Chairman Martin stated that she, too, wanted to thank the committee for their work; however, she did not want to go public with the LURPP draft before the Board could discuss it with the P & Z Commission at a work session and also because she had not had the time to completely review it. She would like the Board to discuss what it wants to do with the LURPP and determine whether this would be the Board's approach. She wants to determine whether or not the language needs to be stronger and also ensure that everything has been reviewed. Mr. Gould stated that he thought the committee did "a yeoman's job on putting this together…I would hope that we could release it, however, I understand Vice-Chairman Martin's concerns." Supervisor Dawson stated she had gone through the report and she did not see a problem in letting the public see the draft and get their comments. Supervisor Dawson stated, "I believe this is a good working instrument and the Board is not adopting it at this time, but just allowing the draft to be released in order to get some input from the public and that would also allow time for the Board to review it as well." Vice-Chairman Martin stated that she would like the Board to work on it first before it is released and be able to understand it and obtain input from the P & Z Commission in a work session. Chairman Pastor stated that this document was presented to the Board over a year ago and the P & Z Commission was instructed by the Board to review it and come up with some improvements. Vice-Chairman Martin stated that it was her understanding that the draft would first come to the Board before it was released to the public. Chairman Pastor stated that he felt it was just being launched publicly to get a feel from community comments and not for the Board to make any final decisions at this time. He stated, "I don't have a problem presenting it to the public and making sure we emphasize that it is just a draft document, not the final one." Chairman Pastor stated that he also felt that after the Board had finalized the document that an additional public hearing should be held to allow the public to review the final document. Mr. Gould stated that what was being discussed was not the normal process. He stated that the normal process for a plan like this is to solicit input and then put the draft together; however, because the committee members had spent so much time and work on drafting this plan, they got ahead of the game. He stated that when the committee completed the document, they realized that specifically with Policies 13 and 15, the PILT payments and the

water rights and the tone—the tone had so drastically changed that he recommended it first be brought to the Board to ensure that the Board was familiar with the document and understood it before it was released for public comment. Normally, the public participation would have been completed before this time. He emphasized that much is going on in the western states right now with public land rights and the fact that the federal and state governments tend to make rules and regulations without consulting the local governments. He noted that the recent House Bill 1398 "mandated that we get ourselves situated at the table and prior to any decisions being made," however, whatever the Board decided would be fine. Supervisor Dawson reiterated her desire to know what the public's input would be to see if there were any better ideas because 5 years ago the public had a lot of other ideas. Mr. McDaniel stated that Bryan Chambers, Chief Deputy County Attorney, had just pointed out to him that the draft is now a public document and as such will be available to the people as they go to the public forums regardless. He felt there was still adequate time in the process to allow the P & Z Commission and ultimately the Board to make any changes as the process goes forward and he believes these public forums have been set up in a good way to get public input. Supervisor Dawson made the motion that the Board approve Gila County Planning and Zoning Case No. LURPP 2010 Amendment; submittal of the "draft' for the Land Use Resource Policy Plan and proposed timelines, and authorize the Planning and Zoning Commission approval to release this document for public input. Vice-Chairman Martin stated that she would second the motion only if the Board also scheduled a work session to review the LURPP draft. She stated, "I feel like we have abdicated some of our responsibility in this and I really don't like that." Supervisor Dawson asked if Vice-Chairman Martin would like to amend the motion. Vice-Chairman Martin seconded the motion with the stipulation that at the same time the Board schedule a work session for review of the LURPP. The motion passed unanimously. Chairman Pastor inquired of Mr. Gould whether the meeting to be held at Tonto Basin this evening had been publicly noticed. Mr. Gould advised that a public meeting notice was published in the newspaper for the meeting, which will be held tonight at 6:00 p.m. at the Tonto Basin elementary school.

Item 8 - Motion to convene as the Gila County Library District Board of Directors. Information/Discussion/Action to accept a Library Services and Technology Act (LSTA) Grant in the amount of $40,000 to enhance the electronic resource portal (web interface) for the Library District and the eight public libraries, and authorize the Chairman to sign the Certifications and Assurances for the Arizona State Library, Archives and Public Records.

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board convened as the Gila County Library District Board of Directors. Jacque Griffin, Assistant County Manager/Librarian, stated that the Library District

had received an LSTA Grant for full funding in the amount of $40,000, which will allow a year for the development of a new web interface portal for the Library District and the 8 public libraries that want to do so. Three of the libraries already have a website or web page and 2 of those are happy with their present site. Ongoing discussions will be held to see if the libraries want to migrate to this new website, which will have a content management system for managing their own content. Training will be given on providing better information electronically to the residents. She stated that the big goal is to have Gila County residents come to the Gila County Library website for their electronic resource information in the same way that they walk into the libraries for their print needs. She stated that a complete electronic reference collection was bought and paid for in part by the residents of Gila County and is available online; however, it has been difficult in teaching people how to access it. This will make it a simpler process. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously accepted a Technology Act (LSTA) Grant in the amount of $40,000 to enhance the electronic resource portal (web interface) for the Library District and the eight public libraries, and authorized the Chairman to sign the Certifications and Assurances for the Arizona State Library, Archives and Public Records.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board reconvened as the Gila County Board of Supervisors.

Item 9 – Information/Discussion/Action to review and approve a proposed letter to provide official public comments from the Gila County Board of Supervisors on the proposed action regarding the Tonto National Forest "Environmental Assessment for Mazatzal Substation Project."

Ms. Griffin stated that this process relates back to the LURPP because if the LURPP is adopted with some changes, the Board will be included much earlier in the process for items such as this request for public comment on the draft Mazatzal environmental assessment for a proposed substation to provide electricity for central Gila County. When this came to the County, the whole process of scoping it and providing alternatives and planning was already completed. Now it is in the process of the environmental assessment part and this does by no means mean it is going to happen. It's just a place in the process, and as part of the environmental assessment, the U.S. Forest Service is asking for public comment. The proposal is the U.S. Forest Service's portion of approval for Arizona Public Service to put in a substation north of Deer Creek and south of Rye Creek where the two places come together and east of Beeline Highway 87. Arizona Public Service is proposing to construct a new substation and establish approximately 1 mile of transmission lines off of the large power lines that go through Gila County. An online copy of the environmental assessment is posted on the Tonto National Forest website. Comments may be mailed to the address as noted. She stated that this is an offering for the Board to officially adopt its public comments. Ms. Griffin

advised that a draft letter was included in the Board's packet and Chairman Pastor has indicated that the letter was suitable to him as the property is located in his supervisorial district. She stated that the draft letter can be changed; however, the original is available for signature if approved by the Board. Vice-Chairman Martin stated that although this is in Chairman Pastor's supervisorial district, part of what it's going to do is make a loop so that Payson is not on the end of the line and Arizona Public Service has had this in process for a long time. Chairman Pastor stated that the new Forest Ranger at Tonto Basin called and provided him with this information and the link personally, which he thought was interesting that they actually called to let us know to be looking for it. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved the proposed letter to provide official public comments from the Gila County Board of Supervisors on the proposed action regarding the Tonto National Forest "Environmental Assessment for Mazatzal Substation Project."

Item 10 - CONSENT AGENDA ACTION ITEMS:

Chairman Pastor stated that a request was made to move Consent Agenda item 10L--Approval of personnel reports/actions for the weeks of June 29, 2010, and July 6, 2010—to the regular agenda for discussion. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously moved Consent Agenda Item L to the regular agenda. Chairman Pastor stated that the portion of item L for discussion would be the June 29, 2010, personnel report. He reminded the Board that it would be discussing personnel issues and rules and regulations should be abided by, and he also cautioned Board members not to mention any employee names and requested that Mr. Chambers make sure the Board stayed within the guidelines. Supervisor Dawson stated, "As we approach adopting a budget and have submitted a proposal that would include a tax hike, I had expressed at the time my concerns over if we've done everything in our power to make certain that this is the only alternative that we have. I missed when this Board approved posting a position that is listed on the June 29, 2010, personnel report. An elected official requested that a position be filled that I am not certain is necessary and as we face the fact that we're going to be asking for more taxpayer dollars and we've asked for every department head to carefully evaluate their budgets and we've mentioned the fact that almost every department has had openings and chose that there are ways they could help the County by not filling certain positions. I appreciate the people who have taken that move. I understand that elected officials can make their requests and do. I wish I had carefully caught this before. I didn't mean to catch any elected official off guard, but I don't feel that position should be filled. I've talked about our responsibilities as elected officials to carefully consider every person who is an employee of this County. I will be voting no on the June 29, 2010, personnel agenda." Upon motion by Vice-Chairman Martin, seconded by Chairman Pastor, the Board approved Consent Agenda item 10L for both the

June 29, 2010, and the July 6, 2010, personnel reports by a 2-1 vote. Supervisor Dawson voted "nay."

A. Authorization of the Chairman's signature on a Maintenance Agreement between Thomas Reprographics, Inc. and Gila County for the Océ Plotwave 300 Configuration System (serial # 330200694) for the period September 1, 2010, to August 31, 2011.

B. Approval of Amendment No. 1 to Intergovernmental Agreement (Contract No. HG060003) between the Arizona Department of Health Services/Bureau of Tobacco and Chronic Disease and Gila County Division of Health and Community Services/Tobacco-Free Environments Program.

C. Approval for the renewal of existing Victim Assistance Grant for FY 2010-2011 through the Arizona Criminal Justice Commission (ACJC #VA-11-020); approval to continue with the 50% grant match paid from the General Fund which is assigned to 50% Salary and ERE for a Victim Services Advocate; and requested signature of the Chairman on the Grant Agreement.

D. Approval of a Professional Services Agreement between the Gila County Division of Health and Community Services and Christine McCown, R.N. for the period July 1, 2010, through June 30, 2011, to provide home visit to those NICU children being provided service through the Community Health Nursing Grant.

E. Approval of a Weatherization Low-Income Assistance Contractual Agreement between the State of Arizona, Department of Commerce Energy Office and Gila County Community Action/Housing Services (Commerce #G043-10-02) for LIHEAP weatherization in the amount of $153,304 of which funding must be encumbered no later than June 30, 2011.

F. Approval of Weatherization Low-Income Assistance Contractual Agreement between the State of Arizona, Department of Commerce Energy Office and Gila County Community Action/Housing Services (Commerce #G044-10-02) for the Southwest Gas Corporation Low-Income Conservation Program in the amount of $28,434 of which funding must be encumbered no later than June 30, 2011.

G. Approval of an Intergovernmental Agreement (Contract #DE111073-001) between the Arizona Department of Economic Security and Gila County Division of Health and Community Services in the amount of $595,831 to provide services through Community Action/Housing

Services. Said funding must be encumbered no later than June 30, 2011.

H. Approval for renewal of a Grant Application/Contract Award (Contract Award #FTF-RC004-10-0129-01/Renewal Award #FTF-RC004-10-0129-01-Y2) between the Early Childhood Development and Health Board (First Things First) and the Gila County Division of Health and Community Services in the amount of $56,650 for the period July 1, 2010, through June 30, 2011.

I. Approval to ratify the Chairman's signature on Amendment No. 8 to Contract No. E534551 between the Arizona Department of Economic Security and Gila County Division of Health and Community Services (GEST Program) to extend the term of the Contract for the period July 1, 2010, through December 31, 2010.

J. Approval of the April 27, 2010, May 4, 2010, May 18, 2010, May 24, 2010 (Special Meeting), May 25, 2010 (Special Meeting), and May 25, 2010, BOS meeting minutes.

K. Approval of the May 2010 monthly departmental activity reports submitted by the Clerk of the Superior Court, Payson Regional Justice of of the Peace and Recorder. (These reports are available for viewing in the Clerk of the Board Department.)

L. Approval of personnel reports/actions for the weeks of June 29, 2010, and July 6, 2010.

June 29, 2010

Departures from County Service:

1. Kenneth Clark – Public Works Consolidated Roads – Temporary Road Maintenance/Equipment Operator – 06/17/10 – Public Works Fund – DOH 06/04/07 – Will not be renewing CDL
2. John Franklin – Globe Regional JP Court – Justice of the Peace Pro Tempore – 12/14/07 - General Fund – DOH 07/01/07 – Resigned
3. Shannon Mostashari - Health and Community Services – Environmental Health Specialist – 06/30/10 – Proposition 201 Smoke Free AZ Act Fund – DOH 09/04/07 – Lack of funding

Hires to County Service:

4. Ray Tarango – Globe Constable #321 – Deputy Constable – 07/06/10 - General Fund – Replacing Dawn VanHassel
5. Linda Shirley – Globe Regional JP Court – Justice Court Clerk Associate – 07/01/10 - General Fund

Temporary Hires to County Service:

6. Christopher Powell – BOS – Temporary Laborer – 06/28/10- Constituent Services II Fund

7. Zachary Salcido - BOS – Temporary Laborer – 06/28/10- Constituent Services II Fund

Departmental Transfers:

8. Kevin Moran – Public Works/Automotive Equipment Maintenance – From Automotive Service Worker – To Vehicle and Equipment Mechanic – 06/21/10 – Public Works Fund

Position Review:

9. Shane Stuler - Health and Community Services – Environmental Health Manager – 07/01/10 – From Per Capita Grant Fund – To Proposition 201 Smoke Free AZ Act Grant
10. Catherine Levario - Health and Community Services – Community Services Worker Senior – 06/21/10 – From GEST Fund – To WIA Fund

July 6, 2010

Departures from County Service:

1. Lex Sheppard – Public Works Engineering – Construction Project Manager – 03/05/10 – Public Works Fund – DOH 12/12/05 - Found other employment
2. Joshua Wampole – BOS – Temporary Laborer – 06/28/10 – Constituent Services II Fund – DOH 06/07/10 – Job Abandonment

Temporary Hires to County Service:

3. Joy Riddle – County Attorney – Temporary Attorney – 07/06/10 – General Fund

End Probationary Period:

4. Kendall Rhyne – Probation – Chief Probation Officer – 07/05/10 – 90% General Fund – 10% State Aid Enhancement Fund

Position Review:

5. Carolyn Borcherding – County Attorney – Deputy County Attorney Senior – 07/05/10 – Cost of Prosecution Reimbursement Fund – From 35 hours - To 30 hours

Request Permission to Post:

6. Board of Supervisors – Executive Administrative Assistant – Vacated by Linda Rodriguez

M. Approval of finance reports/demands/transfers for the weeks of June 29, 2010, and July 6, 2010. (separate handout)

June 29, 2010

$2,105,903.49 was disbursed for County expenses by check numbers 228169 through 228423.

July 6, 2010

$660,980.43 was disbursed for County expenses by check numbers 228424 through 228562. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Consent Agenda Items 10A-10M, with the exception of 10L, which was discussed and approved as a regular agenda item above.

Item 11 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 12 - At any time during this meeting pursuant to A.R.S. §38-31.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and Mr. McDaniel presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:32 a.m.

APPROVED:

_____

Michael A. Pastor, Chairman

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

Item #: 4- I

Regular BOS Meeting
Date: 01/04/2011

Reporting Period: Clerk of the Superior Court's Report for the Month of October 2010
Submitted For: Vicki Aguilar, Chief Deputy Clerk of the Superior Court
Submitted By: Vicki Aguilar, Clerk of the Superior Court

Information

Subject

Clerk of Court Monthly Report for October 2010

Suggested Motion

Approval of the October 2010 monthly departmental activity report submitted by the Clerk of the Superior Court.

Attachments

Link: Clerk of Court Monthly Report Oct. 2010

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

OCTOBER, 2010

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

AmCad

Report generated on : 11/5/2010 8:34:19 AM

Criteria : From Date : 10/1/2010 To Date :10/31/2010

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
Agency Name :							
		BANK OF THE WEST - BUSINESS ACCOUNT			13700.00		13700.00
		BANK OF THE WEST - BOND ACCOUNT			-13700.00		-13700.00
		DUMMY CHASE TRANSFER ACCT			-57283.37		-57283.37
Agency Name :	**BANK OF THE WEST**						
BOW	BANK OF THE WEST	DUMMY DISB CHASE ACCT			57283.37		57283.37
Agency Name :	**BOND POSTED - THIS COURT**						
ZBND	BOND POSTED - THIS COURT	BOND POSTED - THIS COURT	20250.00		-1600.00		18650.00
Agency Name :	**D.A.R.E. PROGRAM**						
ZDARE	D.A.R.E. PROGRAM	D.A.R.E. PROGRAM	70.00		40.00		110.00
Agency Name :	**ELECTED OFFICIALS RETIRE. FUND**						
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ELECTED OFFICIALS RETIRE. FUND	2594.21				2594.21
Agency Name :	**GILA COUNTY TREASURER**						
ZCNTY	GILA COUNTY TREASURER	ADMINISTRATIVE INDIGENT ASSESSMENT	335.01				335.01
		ALTER. DISPUTE RESOLUTION FUND	59.17				59.17
		ATTORNEY FEE REIMBURSEMENT	1179.00				1179.00
		AZ LENGTHY TRIAL FUND	435.00				435.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	BASE FEES (GENERAL FUND)	5386.90				5386.90
		BASE FINES	5309.40		-50.00		5259.40
		BOND FORFEITURES			1600.00		1600.00
		CHILDREN ISSUES EDUC FUND	381.19				381.19
		CLEAN ELECTIONS FUND	494.31		13.92		508.23
		CONFIDENTIAL INTERMEDIARY FUND	42.90				42.90
		COUNTY JUV DETENTION	1067.60				1067.60
		COUNTY LAW LIBRARY FUND	2594.12				2594.12
		CRIMINAL JUSTICE ENHANCE FUND	3190.30		65.43		3255.73
		DNA STATE SURCHARGE	272.38		9.74		282.12
		DOCUMENT STOR. & RETRIEVAL FND	1377.49				1377.49
		DOM. VIOL.-CHLD ABUSE PREV FND	326.84				326.84
		DOMESTIC RELATIONS EDUCATION	105.74				105.74
		DOMESTIC VIOLENCE SHELTER FUND	1504.06				1504.06
		DRUG & GANG ENFORCEMENT FINES	1462.56		116.92		1579.48
		DRUG & GANG ENFORCEMENT FUND	221.40				221.40
		DRUG COURT FEE FUND	534.00				534.00
		DUI ABATEMENT FUND	305.00				305.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	EXPEDITED CHILD SUPPORT AND	348.95				348.95
		EXPERT WITNESS FUND	900.00				900.00
		EXTRA ADULT PROBATION ASMNT	1784.53				1784.53
		EXTRA JUV PROBATION ASMNT	422.87				422.87
		EXTRADITION REIMBURSEMENT	36.97				36.97
		FILL-THE-GAP SURCHARGE (7%)	345.90		9.74		355.64
		GEN JURIS CONCILIATION COURT	1540.22				1540.22
		GILA COUNTY ATTORNEY - 60%	3935.12		70.15		4005.27
		GILA COUNTY CLERK OF THE COURT - 10%	655.85		11.69		667.54
		GILA COUNTY SUPERIOR COURT - 30%	1967.55		35.07		2002.62
		JAIL (INCARCERATION) FEES	20.73				20.73
		JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1273.63				1273.63
		JUDIC. COLLECT. ENHANCE. FUND - STATE	2894.36				2894.36
		JUDICIAL COLLECT ENHANCE FUND - LOCAL	199.50				199.50
		JUDICIAL COLLECT ENHANCE FUND - STATE	370.50				370.50
		JUVENILE PROBATION SERV FEES	2642.59				2642.59

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	LOCAL COSTS/FEES - NSF	25.00				25.00
		MEDICAL SERVICES ENHANCE FUND	841.31		18.09		859.40
		MISCELLANEOUS FEES	56.34				56.34
		PASSPORT APPLICATION FEES	900.00				900.00
		PRISON CONSTRUCTION AND	1901.67				1901.67
		PROB SURCH 2006	217.45		9.25		226.70
		PROBATION FEE ADULT	13640.41		-400.00		13240.41
		PROBATION SURCHARGE ($5.00)	5.48				5.48
		PUBLIC DEFENDER FEES	175.00				175.00
		PUBLIC SAFETY EQUIPMENT FUND	1445.00				1445.00
		SPOUSAL MAINTENANCE FUND	108.48				108.48
		STATE TREASURER - GENERAL FUND	1680.67				1680.67
		VICTIMS RIGHTS IMPLEMENTATION	250.00				250.00
		XTRA DUI ASSMT	64.44				64.44
		ZPRS9	40.00				40.00
Agency Name : JUVENILE FAMILY COUNSELING FEE							
ZJFC	JUVENILE FAMILY COUNSELING FEE	JUVENILE FAMILY COUNSELING FEE	40.00				40.00
Agency Name : MISCELLANEOUS - TRUST							
ZMIST	MISCELLANEOUS - TRUST	MISCELLANEOUS - TRUST	24.00 - Fingerprints				24.00

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501
http://www.supreme.state.az.us/gilasc/clerk/clerk.html

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
Agency Name : RESTITUTION							
ZREST	RESTITUTION	RESTITUTION	12031.39		50.00		12081.39
		Total:	**102284.49**		**0.00**		**102284.49**
					LESS SHADED AREAS:		**-33,499.60**
							$68,784.89

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of OCTOBER, 2010.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 5TH day of November 2010.

Deputy

Item #: 4- J

Regular BOS Meeting

Date: 01/04/2011

Reporting Period:	Globe Regional Constable Monthly Report for October 2010		
Submitted For:	Kimberly Rust, Constable Clerk	**Submitted By:**	Kimberly Rust, Constable - Globe

Information

Subject

Globe Regional Constable Monthly Report for October 2010

Suggested Motion

Approval of the October 2010 monthly departmental activity report submitted by the Globe Regional Constable.

Attachments

Link: Globe Constable Report 10/10

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER

096422 DEC-12

DATE 12-1-10

GRANT #

DEPOSIT TO FUND General Fund + CESTB Wait FUND #

REMITTING DEPT Globe Regional Constable

SERVICE RENDERED Service Fees October 2010

Account Code	Revenue Description	Amount	
1005.321.3405.80	General Fund		
X105-01-32100-4614	Service fees	451	20
J915 - - 2061	CESTB fund	5	00
	Wait fees		
		456	20

Authorized Signature Title Clerk I

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	456.20
Total	456.20

TREASURER By R. Ruiz Date 12/1/10

ORIGINATING OFFICE

94573

Gila County Constable's Office
Jesse E. Bolinger, Constable
1400 East Ash Street
Globe, AZ 85501
Voice: (928) 402 8759
Fax: (928) 425 8386

Date: December 1, 2010

To: Gila County Board of Supervisors

From: Jesse E. Bolinger Constable

Re: Monthly Report

For the month of October 2010, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH: 63
TOTAL MILES FOR MONTH 973

Globe Constable assisted/other: Bailiff in	**0**	court hearings
The Deputy Constable assisted/other: Bailiff in	**0**	court hearings
The Globe Constable attended	**0**	hours of training
The Deputy Constable attended	**0**	hours of training
The Globe Constable collected	**$456.20**	fees for the month
Warrant letters mailed	**53**	
Money taken into Globe Justice Court from Our letters	**$3582.62**	

Respectfully submitted,

JESSE E. BOLINGER
GLOBE CONSTABLE

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

MONEY RECEIVED REPORT - by DATE

10/1/2010 TO 10/31/2010

Transaction Type	Count	Total
Check	8	$424.20
Cash	1	$32.00
Total Payments	9	$456.20

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

10/1/2010 TO 10/31/2010

Number of Cases	Description
2	Civil Complaint (Fee)
5	Complaint & Summons (Fee)
1	Notice & Summons (Fee)
3	Summons Forcible Detainer (Fee)
1	Writ Of Execution-General (Fee)
1	Child Support Paperwork
5	Hearing Order
7	Injunction Against Harassment
3	Notice To Appear; Petition
7	Order Of Protection
4	Subpoena
24	Trial Subpoena

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

10/1/2010 TO 10/31/2010

Number of Cases	Description
Total Number of Fee Services	12
Total Number of Non Fee Services	51
Total Number of Services	63

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

ITEMIZED SERVICES by DATE RECEIVED

10/1/2010 TO 10/31/2010

Date: 12/1/2010
Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/4/2010	10/4/2010	J0403CR2010-374	State of Arizona	Deputy Kemper	N Newmann	$0.00		Globe Justice Court	1
		Trial Subpoena	John G Lucero	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
10/4/2010	10/4/2010	J0403CR2010-375	State of Arizona	Deputy Kemper	N Newmann	$0.00		Globe Justice Court	1
		Trial Subpoena	Debra Acosta	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
10/4/2010	10/4/2010	J0403CR2010-374	State of Arizona	Deputy McGroarty	N Newmann	$0.00		Globe Justice Court	1
		Trial Subpoena	John G Lucero	GCSO 1100 South St Globe, Az 85501 (Home)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
10/4/2010	10/4/2010	J0403CR2010-375	State of Arizona	Deputy McGroarty	N Newmann	$0.00		Globe Justice Court	0
		Trial Subpoena	Debra Acosta	GCSO 1100 South St Globe, Az 85501 (Home)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
10/4/2010	10/4/2010	J0403CR2010-375	State of Arizona	Jarvis Helmandollar	Jarvis Helmandollar	$0.00		Globe Justice Court	10
		Trial Subpoena	Debra Acosta	Carlota Copper COmpany 2624 Forest Service Road 287 Miami, AZ 85539 (Work)	Carlota Copper COmpany 2624 Forest Service Road 287 Miami, AZ 85539 (Work)	$0.00			1
10/4/2010	10/4/2010	J0403CR2010-374	State of Arizona	Jarvis Helmandollar	Jarvis Helmandollar	$0.00		Globe Justice Court	10
		Trial Subpoena	John G Lucero	Carlota Copper COmpany 2624 Forest Service Road 287 Miami, AZ 85539 (Work)	Carlota Copper COmpany 2624 Forest Service Road 287 Miami, AZ 85539 (Work)	$0.00			1
10/4/2010	10/4/2010	J0403CR2010-375	State of Arizona	Shondra Stanneart	Unserved	$0.00		Globe Justice Court	3
		Trial Subpoena	Debra Acosta	1300 Daybreak Drive Globe, AZ 85501 (Home)		$0.00			1
10/4/2010	10/4/2010	J0403CR2010-374	State of Arizona	Shondra Stanneart	Unserved	$0.00		Globe Justice Court	3
		Trial Subpoena	John G Lucero	1300 Daybreak Drive Globe, AZ 85501 (Home)		$0.00			1
10/4/2010	10/6/2010	CV20100135	Prestige Financial Services	Burrell Teague & Melissa Johnson	Unserved	$111.20	182772	Superior Kearny Justice Court	55
		Civil Complaint	Burrell Teague & Melissa Johnson	9226 E Creek Lane Winkelman, AZ 85192 (Home)		$111.20			0
10/4/2010	10/6/2010	J0403CV2010-483	Chase Bank USA, NA	Rhonda & Richard Malone	Rhonda & Richard Malone	$32.00	1096064331	Globe Justice Court	2
		Complaint & Summons	Rhonda & Richard Malone	303 W Omega St Globe, AZ 85501 (Home)	303 W Omega St Globe, AZ 85501 (Home)	$32.00			1

ITEMIZED SERVICES by DATE RECEIVED

10/1/2010 TO 10/31/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/5/2010	10/5/2010	J0403CV2010-000529	Kelly R Heydorn	Schylure Heydorn	Schylure Heydorn	$0.00		Globe Justice Court	1
		Order Of Protection	Schylure Heydorn	721 E Monroe St. #4 Globe, AZ 85501 (Home)	GCSO 1100 South St Globe, AZ 85501 (Globe Jail)	$0.00			1
10/5/2010	10/5/2010	J0403CV2010-000530	Dayna Corn	Lorraine R Phillips	Lorraine R Phillips	$0.00		Globe Justice Court	1
		Injunction Against Harassment	Lorraine R Phillips	West Side Trailer Park 541 W Hackney Ave, Sp 26 Globe, AZ 85501 (Home)	Westside Trailer Park 541 W Hackney Ave., #27 Globe, AZ 85501 (Home)	$0.00			1
10/5/2010	10/5/2010	J0403CR2009-598	State of Arizona	Christina Williams	Christina Williams	$0.00		Globe Justice Court	2
		Trial Subpoena	Ernesto Pino	113 Central Ave Globe, AZ 85501 (Home)	113 Central Ave Globe, AZ 85501 (Home)	$0.00			1
10/5/2010	10/5/2010	J0403CR2009-598	State of Arizona	Officer B. Hudson	Tandra Higginbotham	$0.00		Globe Justice Court	1
		Trial Subpoena	Ernesto Pino	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
10/6/2010	10/7/2010	J0403CV2010-415	Skystreak, LLC	Carol A Blackwell & John Doe Blackwell	Carol A Blackwell & Bruce K Langley	$48.00	10861	Globe Justice Court	3
		Complaint & Summons	Carol A Blackwell & Bruce K Langley	1650 No Broad St Globe, AZ 85501 (Home)	1650 No Broad St Globe, AZ 85501 (Home)	$48.00			2
10/6/2010	10/6/2010	J0403CV2010-527	Tara Poeling	Tara Poeling	Unserved	$0.00		Globe Justice Court	1
		Hearing Order	Kelsey Dodd	2196 N Escudilla Dr #52 Globe, AZ 85501 (Home)		$0.00			0
10/6/2010	10/6/2010	J0403CV2010-532	Dennie Dungan	Scott & Linda Rogers	Linda Rogers	$40.00	5811	Globe Justice Court	11
		Summons Forcible Detainer	Scott & Linda Rogers	191 S Cedar Ave Miami, AZ 85539 (Home)	191 So Cedar Ave Miami, AZ 85539 (Home)	$40.00			1
10/7/2010	10/7/2010	J0403CV2010-000536	Lorraine R Phillips	Dayna Corn	Dayna Corn	$0.00		Globe Justice Court	12
		Injunction Against Harassment	Dayna Corn	5354 Washburn Rd Globe, AZ 85501 (Home)	Walmart 100 So Ragus Rd Claypool, AZ 85532 (Work)	$0.00			2
10/7/2010	10/7/2010	J0403CV2010-000534	Gina P Bejarano	Charles Bejarano, III	Charles Bejarano, III	$0.00		Globe Justice Court	5
		Order Of Protection	Charles Bejarano, III	196 Bejarano Dr Bixby Rd Globe, AZ 85501 (Home)	196 Bejarano Dr Bixby Rd Globe, AZ 85501 (Home)	$0.00			1
10/7/2010	10/6/2010	J0403CR2010-374	State of Arizona	Samuel Zamora	Samuel Zamora	$0.00		Globe Justice Court	4
		Trial Subpoena	John G Lucero	Carlota Copper Co 2624 No Forest Service Rd., 287 Miami, AZ 85539 (Work)	Carlota Copper Co 2624 No Forest Service Rd., 287 Miami, AZ 85539 (Work)	$0.00			1
10/7/2010	10/6/2010	J0403CR2010-374	State of Arizona	Sabrina Peel	Sabrina Peel	$0.00		Globe Justice Court	12
		Trial Subpoena	John G Lucero	Carlota Copper Co 2624 No Forest Service Rd., 287 Miami, AZ 85539 (Work)	Carlota Copper Co 2624 No Forest Service Rd., 287 Miami, AZ 85539 (Work)	$0.00			1
10/7/2010	10/6/2010	J0403CR2010-375	State of Arizona	Fred Sansom	Fred Sansom	$0.00		Globe Justice Court	6
		Trial Subpoena	Debra Acosta	Oaks Trailer Park, Sp 74 Top of the World Miami, AZ 85539 (Home)	Carlota Copper Co 2624 No Forest Service Rd., 287 Miami, AZ 85539 (Work)	$0.00			1
10/11/2010	10/12/2010	JV2006-116	State of Arizona	Deanna Smith	Deanna Smith	$0.00		Gila County Juvenile Court	2
		Notice To Appear; Petition	Craig S Boni	701 Yucca Dr #4 Globe, AZ 85501 (Home)	701 Yucca Dr #4 Globe, AZ 85501 (Home)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

10/1/2010 TO 10/31/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/12/2010	10/12/2010	J0403CV2010-000546	Sherry Tidey	Robert Rodriquez	Robert Rodriquez	$0.00		Globe Justice Court	2
		Order Of Protection	Robert Rodriquez	463 Euclid Ave Globe, AZ 85501 (Home)	463 Euclid Ave Globe, AZ 85501 (Home)	$0.00			1
10/12/2010	10/13/2010	J0403CR2009-579	State of Arizona	Margaret Green	Margaret Green	$0.00		Globe Justice Court	1
		Trial Subpoena	Jason Rawlings	3615 Railroad Ave Claypool, AZ 85532 (Home)	1730 E Ash St., #4 Globe, AZ 85501 (Home)	$0.00			1
10/12/2010		J0403CR2010-323	State of Arizona	Sgt Keith Thompson		$0.00		Globe Justice Court	0
		Trial Subpoena	Kyle Hamlet	GCSO 1100 South St Globe, Az 85501 (Work)		$0.00			0
10/12/2010	10/13/2010	J0403CR2009-579	State of Arizona	Kevin Green	Kevin Green	$0.00		Globe Justice Court	1
		Trial Subpoena	Jason Rawlings	5967 Calle de Loma Claypool, AZ 85532 (Home)	1730 E Ash St., #4 Globe, AZ 85501 (Home)	$0.00			1
10/12/2010	10/13/2010	J0403CR2009-579	State of Arizona	Officer Nudson	Annette Mueller	$0.00		Globe Justice Court	1
		Trial Subpoena	Jason Rawlings	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, Az 85501 (Work)	$0.00			1
10/12/2010	10/13/2010	J0403CR2009-579	State of Arizona	Jennifer Green	Jennifer Green	$0.00		Globe Justice Court	2
		Trial Subpoena	Jason Rawlings	1730 E Ash St., #4 Globe, AZ 85501 (Home)	Super Stop #762 1690 Ash St (Jct 60/70) Globe, AZ 85501 (Work)	$0.00			2
10/12/2010	10/13/2010	J0403TR2010-1122	State of Arizona	R Jones	D Atkinson	$0.00		Globe Justice Court	1
		Trial Subpoena	Otis Miller	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	$0.00			1
10/13/2010	10/13/2010	JV2010-00113	State of Arizona	Teresa Dominguez	Teresa Dominguez	$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition	Anthony M Mageno	1201 Prospect Ave., #23 Miami, AZ 85539 (Home)	1201 Prospect Ave., #23 Miami, AZ 85539 (Home)	$0.00			1
10/13/2010	10/13/2010	JV2010-00033	State of Arizona	Rebekah Matthews	Rebekah Matthews	$0.00		Gila County Juvenile Court	5
		Notice To Appear; Petition	Timothy Bryan Fritz	5596 Russell Rd Globe, AZ 85501 (Home)	5596 Russell Rd Globe, AZ 85501 (Home)	$0.00			1
10/14/2010	10/15/2010	J1107CV002010-4072	Tom & Caroline Kendall	Carlota Copper Co	Barbara Walker	$61.00	30205	Pinal County-Apache Junction Justice Court	1
		Writ Of Execution-General	Randal J Baker		Carlota Copper Co. Miami, AZ 85539 (Work)	$61.00			1
10/14/2010	10/15/2010	J0403TR2010-4842	State of Arizona	S Skaggs	D Atkinson	$0.00		Globe Justice Court	1
		Subpoena	James Gast	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	$0.00			1
10/14/2010	10/14/2010	M0443TR2010-10103	State of Arizona	G Valenzuela	Tandra Higginbotham	$0.00		Globe Justice Court	1
		Subpoena	Faith Garcia	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
10/14/2010	10/14/2010	J0403CV2010-000499	Steve Eastridge	Steve Eastridge	Steve Eastridge	$0.00		Globe Justice Court	25
		Hearing Order	Charles Eastridge	474 Mesquite Rd Roosevelt Estates, AZ 85545 (Home)	474 Mesquite Rd Roosevelt Estates, AZ 85545 (Home)	$0.00			1
10/15/2010	10/15/2010	J0403CV2010-551	Maxine Van Meter	Shelly Fuller	Shelly Fuller	$40.00	2473	Globe Justice Court	4
		Summons Forcible Detainer	Shelly Fuller	5614 Cobb Ave Central Heights Globe, AZ 85501 (Home)	5614 Cobb Ave Central Heights Globe, AZ 85501 (Home)	$40.00			1

ITEMIZED SERVICES by DATE RECEIVED

10/1/2010 TO 10/31/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/18/2010	10/18/2010	J0403TR2009-5571	State of Arizona	Officer Williams	Kristina Knox	$0.00		Globe Justice Court	1
		Trial Subpoena	Richard Blackwell	GPD 175 N Pine St Globe, AZ 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	$0.00			1
10/18/2010	10/22/2010	J0403CV2010-558	Jennifer Alonzo	Mark Anthony Amado	Mark Anthony Amado	$0.00		Globe Justice Court	16
		Order Of Protection	Mark Anthony Amado	5916 S New St Miami, Az 85539 (Home)	6125 Calle De Loma Miami, Az 85539 (Home)	$0.00			2
10/18/2010	10/18/2010	J0403CV2010-552	Raymond Martinez	Lionel David Verdine	Lionel David Verdine	$0.00		Globe Justice Court	7
		Injunction Against Harassment	Lionel David Verdine	6035 Calle De Loma Miami, Az 85539 (Home)	6035 Calle De Loma Miami, Az 85539 (Home)	$0.00			1
10/18/2010	10/18/2010	J0403CV2010-553	Ronnie L Shigley	Lionel David Verdine	Lionel David Verdine	$0.00		Globe Justice Court	7
		Injunction Against Harassment	Lionel David Verdine	6035 Calle De Loma Miami, Az 85539 (Home)	6035 Calle De Loma Miami, Az 85539 (Home)	$0.00			1
10/19/2010	10/19/2010	J0403CV2010-534	Gina P Bejarano	Jerry DeRose	Jerry DeRose	$0.00		Globe Justice Court	1
		Hearing Order	Charles Bejarano, III	102 N Broad St Globe, AZ 85501 (Home)	102 N Broad St Globe, AZ 85501 (Home)	$0.00			1
10/19/2010	10/19/2010	J0403CV2010-560	Brandy Orozco	Richard Stewart	Richard Stewart	$0.00		Globe Justice Court	25
		Injunction Against Harassment	Richard Stewart	350 N Stagecoach Trail #24 Roosevelt, AZ 85545 (Home)	350 N Stagecoach Trail #24 Roosevelt, AZ 85545 (Home)	$0.00			1
10/19/2010	10/19/2010	J0403Cv2010-534	Gina P Bejarano	Gina P Bejarano	Gina P Bejarano	$0.00		Globe Justice Court	3
		Hearing Order	Charles Bejarano, III	1126 E Skyline Dr Globe, AZ 85501 (Home (new))	1126 E Skyline Dr Globe, AZ 85501 (Home (new))	$0.00			1
10/19/2010	10/22/2010	J0403CV2010-561	Morgan Langley	Chris Howell	Chris Howell	$0.00		Globe Justice Court	1
		Injunction Against Harassment	Chris Howell	Tri City Fire Dept Claypool, AZ 85532 (Work)	Tri City Fire Dept Claypool, AZ 85532 (Work)	$0.00			1
10/19/2010	10/19/2010	J404CV2010-812	Betty Reed	Wesley Reed	Wesley Reed	$0.00		Payson Regional Justice Court	1
		Order Of Protection	Wesley Reed	Gila County Jail Globe, AZ 85501 (Home)	Gila County Jail Globe, AZ 85501 (Home)	$0.00			1
10/19/2010	10/19/2010	J404CV2010-811	Tijuana Trotter	Wesley Reed	Wesley Reed	$0.00		Payson Regional Justice Court	1
		Order Of Protection	Wesley Reed	Gila County Jail Globe, AZ 85501 (Home)	Gila County Jail Globe, AZ 85501 (Home)	$0.00			1
10/20/2010	10/22/2010	J0403CR2009-993	State of Arizona	Clayton Kimbrough	Clayton Kimbrough	$0.00		Globe Justice Court	1
		Trial Subpoena	Richard Marin	520 So Fourth St Globe, AZ 85501 (Home)	Canyon Fire District 1300 Jesse Hayes Rd Globe, AZ 85501 (Work)	$0.00			1
10/20/2010	10/22/2010	J0403TR2010-402	State of Arizona	T Baxley	Linda Allinson	$0.00		Globe Justice Court	1
		Trial Subpoena	Ahmed Khairalla	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
10/20/2010	10/22/2010	J0403CR2009-993	State of Arizona	Deputy Van Buskirk	Linda Allinson	$0.00		Globe Justice Court	1
		Trial Subpoena	Richard Marin	GCSO 1100 South St Globe, AZ 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
10/20/2010	10/22/2010	J0403CR2009-993	State of Arizona	Deputy Campbell	Linda Allinson	$0.00		Globe Justice Court	1
		Trial Subpoena	Richard Marin	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, Az 85501 (Work)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

10/1/2010 TO 10/31/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/20/2010	10/20/2010	J0403CV2010-565	Steven Schell	Gerrie Taylor	Gerrie Taylor	$40.00	15515	Globe Justice Court	4
		Summons Forcible Detainer	Gerrie Taylor	8958 S Six Shooter Canyon Space 9 Globe, AZ 85501 (Home)	8958 S Six Shooter Canyon Space 9 Globe, AZ 85501 (Home)	$40.00			1
10/20/2010	10/20/2010	J0403CR2010-626	State of Arizona	W. Darsett	N Newmann	$0.00		Globe Justice Court	1
		Subpoena	Matthew Struthers	GCSO 1100 South St Globe, Az 85501 (Home)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
10/20/2010	10/20/2010	J0403CV2010-560	Brandy Orozco	Brandy Orozco	Brandy Orozco	$0.00		Globe Justice Court	25
		Hearing Order	Richard Stewart	350 N Stagecoach Trail #25 Roosevelt, AZ 85545 (Home)	350 N Stagecoach Trail #25 Roosevelt, AZ 85545 (Home)	$0.00			1
10/22/2010	10/26/2010	J0403CV2010-531	Chase Bank USA, NA	Rick & Jane Doe L Miller	Rick L Miller	$48.00	10930	Globe Justice Court	8
		Complaint & Summons	Rick & Jane Doe L Miller	615 4th Ave Miami, AZ 85539 (Home)	615 4th Ave Miami, AZ 85539 (Home)	$48.00			1
10/26/2010	10/26/2010	DO2010-368	Travis Ben Horta Sr	Marcelina Dominguez	Marcelina Dominguez	$16.00	380461	Gila County Superior Court	8
		Child Support Paperwork	Marcelina Dominguez	5842 So New St Miami, AZ 85539 (Home)	5842 So New St Miami, AZ 85539 (Home)	$32.00			1
10/26/2010	10/26/2010	J0403CV2010-550	AZ Broadcast Service	1TV.com/Jon Loe	Lucy Rodriquez	$36.00	1503	Globe Justice Court	6
		Notice & Summons	1TV.com/Jon Loe	4501 E Broadway Claypool, AZ 85532 (Home)	Kiko Radio 4501 E Broadway Claypool, AZ 85501 (Work)	$36.00			1
10/28/2010	11/2/2010	J0403CV2010-581	Marion Wade Quinton Jr	Janice Kaye Quinton	Janice Kaye Quinton	$0.00		Globe Justice Court	7
		Order Of Protection	Janice Kaye Quinton	810 West Paxton Ave Miami, AZ 85539 (Home)	810 West Paxton Ave Miami, AZ 85539 (Home)	$0.00			1
10/29/2010	10/29/2010	J0403CV2010-000583	Cheyenne Foglietti	Randy D Montgold	Randy D Montgold	$0.00		Globe Justice Court	3
		Injunction Against Harassment	Randy D Montgold	690 E Ash St Globe, AZ 85501 (Home)	253 S. Broad St Apt. #7 Globe, AZ 85501 (Other)	$0.00			1
10/29/2010	10/29/2010	J0403TR2010-005106	State of Arizona	D Voelker	M Hart	$0.00		Globe Justice Court	1
		Subpoena	Donovan Scott Thompson	DPS Globe, Az 85501 (Work)	DPS Globe, Az 85501 (Work)	$0.00			1

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

10/1/2010 TO 10/31/2010

Date: 12/1/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/4/2010	10/6/2010	CV20100135	Prestige Financial Services	Burrell Teague & Melissa Johnson	Unserved	$111.20	182772	Superior Kearny Justice Court	55
		Civil Complaint	Burrell Teague & Melissa Johnson	9226 E Creek Lane Winkelman, AZ 85192 (Home)		$111.20			0
10/4/2010	10/6/2010	J0403CV2010-483	Chase Bank USA, NA	Rhonda & Richard Malone	Rhonda & Richard Malone	$32.00	1096064331	Globe Justice Court	2
		Complaint & Summons	Rhonda & Richard Malone	303 W Omega St Globe, AZ 85501 (Home)	303 W Omega St Globe, AZ 85501 (Home)	$32.00			1
10/6/2010	10/7/2010	J0403CV2010-415	Skystreak, LLC	Carol A Blackwell & John Doe Blackwell	Carol A Blackwell & Bruce K Langley	$48.00	10861	Globe Justice Court	3
		Complaint & Summons	Carol A Blackwell & Bruce K Langley	1650 No Broad St Globe, AZ 85501 (Home)	1650 No Broad St Globe, AZ 85501 (Home)	$48.00			2
10/6/2010	10/6/2010	J0403CV2010-532	Dennie Dungan	Scott & Linda Rogers	Linda Rogers	$40.00	5811	Globe Justice Court	11
		Summons Forcible Detainer	Scott & Linda Rogers	191 S Cedar Ave Miami, AZ 85539 (Home)	191 So Cedar Ave Miami, AZ 85539 (Home)	$40.00			1
10/14/2010	10/15/2010	J1107CV002010-4072	Tom & Caroline Kendall	Carlota Copper Co	Barbara Walker	$61.00	30205	Pinal County-Apache Junction Justice Court	1
		Writ Of Execution-General	Randal J Baker		Carlota Copper Co. Miami, AZ 85539 (Work)	$61.00			1
10/15/2010	10/15/2010	J0403CV2010-551	Maxine Van Meter	Shelly Fuller	Shelly Fuller	$40.00	2473	Globe Justice Court	4
		Summons Forcible Detainer	Shelly Fuller	5614 Cobb Ave Central Heights Globe, AZ 85501 (Home)	5614 Cobb Ave Central Heights Globe, AZ 85501 (Home)	$40.00			1
10/20/2010	10/20/2010	J0403CV2010-565	Steven Schell	Gerrie Taylor	Gerrie Taylor	$40.00	15515	Globe Justice Court	4
		Summons Forcible Detainer	Gerrie Taylor	8958 S Six Shooter Canyon Space 9 Globe, AZ 85501 (Home)	8958 S Six Shooter Canyon Space 9 Globe, AZ 85501 (Home)	$40.00			1
10/22/2010	10/26/2010	J0403CV2010-531	Chase Bank USA, NA	Rick & Jane Doe L Miller	Rick L Miller	$48.00	10930	Globe Justice Court	8
		Complaint & Summons	Rick & Jane Doe L Miller	615 4th Ave Miami, AZ 85539 (Home)	615 4th Ave Miami, AZ 85539 (Home)	$48.00			1
10/26/2010	10/26/2010	J0403CV2010-550	AZ Broadcast Service	1TV.com/Jon Loe	Lucy Rodriquez	$36.00	1503	Globe Justice Court	6
		Notice & Summons	1TV.com/Jon Loe	4501 E Broadway Claypool, AZ 85532 (Home)	Kiko Radio 4501 E Broadway Claypool, AZ 85501 (Work)	$36.00			1

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

Date: 12/1/2010
Page: 1

TOTAL COLLECTED BY JP COURT AMOUNT REPORT

10/1/2010 TO 10/31/2010

Case Number	Individual	Payment Amount
J0403TR2003-002081	Claudine Zospah	$25.00
J0403TR2009-000851	John G Lucero	$20.00
J0403CR2008-000179	Estiven Garcia Quintana	$50.00
J0403CR2004-000342	Sonny Wayne Kessay	$20.00
J0403CR2009-000486	Ruby Rachelle Roberts	$10.00
J0403TR2009-005982	Eric Jonathan Belvado	$50.00
J0403CR000097-0014	Virginia Sotelo Martinez	$50.00
J0403CR000097-0014	Virginia Sotelo Martinez	$70.00
J0403CR2005-000725	Bennie Frank Mason	$50.00
J0403CR2007-000870	Carla Prudence Stevens	$154.67
J0403CR2010-000079	Gilbert Valencia	$20.00
J0403CR2010-000029	Gilbert Valencia	$20.00
J0403CR2009-000665	Gilbert Valencia	$20.00
J0403CR2009-000524	Adam Isaac Garcia	$5.00
J0403CR2007-000127	Adam Isaac Garcia	$10.00
J0403TR2008-002530	James Salazar	$25.00

TOTAL COLLECTED BY JP COURT AMOUNT REPORT

6/1/2008 TO 6/30/2008

Case Number	Individual	Total Cost
J0403CR2007-000110	Jack Brunson Jr	$588.05
J0403TR2007-1691	Jack Brunson Jr	$731.85
J0403TR2001-001555	Michelle Sneezy	$20.00
J0403CR2006-000740	Leonard Soltero	$10.00
J0403CR2005-000199	Felicia Teresa Bailey	$113.05
J0403CR2007-001009	Daniel R Zaragoza	$15.00
J0403CR2008-000221	Lacey M Compton	$110.00
J0403TR2009-005055	Brett Michael Lloyd	$400.00
J0403TR2009-004477	Cody Enfield	$25.00
J0403CR2008-000539	Violet K Shanahan	$25.00
J0403CR0099-01813	Violet K Shanahan	$25.00
J0403TR2000-004236	Violet K Shanahan	$25.00
J0403CR2010-000257	Daniel Flores	$40.00
J0403CR2008-000526	Anthony Curtis	$10.00
J0403CR2000-000806	Anthony Curtis	$10.00
J0403CR000095-0195	Anthony Curtis	$10.00
J0403TR2009-001791	Leonard Thompson	$700.00
J0403CR2009-000496	Darral Loy Warden	$125.00

Total Payments: 34 **Total:** $3,582.62

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

TOTAL WARRANTS SERVED REPORT

10/1/2010 TO 10/31/2010

Case Number	Individual
J0403TR2007-002161	Bryant Addison VLK
J0403cr2000-001044	Trisha Jineen Serna AKA Simmons
J0403TR2007-004465	Mark Thomas Crane
J0403CR00099-01813	Violet K Shanahan
J0403CR-2003-000430	Efraim Charles Brandt
J0403CR-2003-001190	John Nance Garner
J0403TR-0009900083	Paul Wayne Scarberry Jr
J0403CR-2002-001169	Mary Searrin
J0403CR-0009901457	Trisha Jineen Serna AKA Simmons
J0403TR-0000961295	Jasper Yazzie
J0403TR-0000961412	Ernest R Ward
J0403TR-2009-003662	Timothy Don Bush
J0403CR-2005-000487	Cynthia Burruel
J0403CR-0009901882	Gaye Lynn Price England Phillips
J0403CR-2000-000023	Gaye Lynn Price England Phillips
J0403CR-0009901887	Gaye Lynn Price England Phillips

TOTAL WARRANTS SERVED REPORT

10/1/2010 TO 10/31/2010

Case Number	Individual	Total Cost
J0403CR-0009901883	Gaye Lynn Price England Phillips	
J0403CR-2002-000743	Gaye Lynn Price England Phillips	
J0403CR-2000-000333	Gaye Lynn Price England Phillips	
J0403CR-0009901233	Gaye Lynn Price England Phillips	
J0403CR-2000-000074	Gaye Lynn Price England Phillips	
J0403CR-2000-000024	Gaye Lynn Price England Phillips	
J0403CR-0009901546	Gaye Lynn Price England Phillips	
J0403CR-0009901725	Gaye Lynn Price England Phillips	
J0403CR-0009901882	Gaye Lynn Price England Phillips	
J0403CR-2007000104	Laura Michelle Molina	
J0403CR-2009-000977	Franklin Lloyd Wayne Taylor	
J0403CR-2009-000148	Richard Neal Sales	
J0403CR2010-000391	Colten Wayne White	
J0403TR2009-003054	Levi Santiago Lopez	
J0403CR2009-000527	Morrison T Little	
J0403TR2006-003920	Danita Logan	
J0403CR2001-000413	Eric Martinez	
J0403CR2005-001157	Marcelina Dominguez	
J0403CR2003-000674	Aaron Bates	
J0403CR2008-000016	Aaron Bates	
J0403TR2007-000182	Albert Corral	
J0403TR2009-002607	Joel Tulane Case	
J0403TR2009-004936	Steven Brad Petty	
J0403TR2010-002188	Edward Alton Cassadore	

TOTAL WARRANTS SERVED REPORT

10/1/2010 TO 10/31/2010

Case Number	Individual	Total Cost
J0403CR2010-000128	Mary Louise Red Feather	
J0403CR2002-000251	Tammie Mowrey	
J0403CR000097-0197	Tammie Mowrey	
J0403CR2007-000556	Victor Perez	
J0403CR2009-000170	Victor Perez	
J0403CR2005-000486	Bryan Matthew Guy	
J0403TR2005-003283	Bryan Matthew Guy	
J0403CR000096-0846	Ruben C Rivera Jr	
J0403TR2000-003014	Ruben C Rivera Jr	
J0403CR2003-000503	Ruben C Rivera Jr	
J0403CR2007-000847	Sequoia Cunejo	
J0403TR2009-001469	Marissa Rose Cutter	
J0403CR2010-000423	Myron Lance Martin	

Total Warrants: 53

Item #: 4- K

Regular BOS Meeting

Date: 01/04/2011

Reporting Period:	Globe Regional Constable Monthly Report for November 2010		
Submitted For:	Kimberly Rust, Constable Clerk	**Submitted By:**	Kimberly Rust, Constable - Globe

Information

Subject

Globe Regional Constable Monthly Report for November 2010

Suggested Motion

Approval of the November 2010 monthly departmental activity report submitted by the Globe Regional Constable

Attachments

Link: Globe Regional Constable Report for 11/10

Gila County Constable's Office
Jesse E. Bolinger, Constable
1400 East Ash Street
Globe, AZ 85501
Voice: (928) 402 8759
Fax: (928) 425 8386

Date: December 7, 2010

To: Gila County Board of Supervisors

From: Jesse E. Bolinger Constable

Re: Monthly Report

For the month of November 2010, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH: **45**
TOTAL MILES FOR MONTH: **734**

Globe Constable assisted/other: Bailiff in	**6**	court hearings
The Deputy Constable assisted/other: Bailiff in	**0**	court hearings
The Globe Constable attended	**0**	hours of training
The Deputy Constable attended	**0**	hours of training
The Globe Constable collected	**$80.00**	fees for the month
Warrant letters mailed	**78**	
Money taken into Globe Justice Court from Our letters	**$8714.43**	

Per Judge McDaniels request I Bailiff for 6 Injunction hearings

Respectfully submitted,

JESSE E. BOLINGER
GLOBE CONSTABLE

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER

096438 DEC-29

DATE 12-1-10

GRANT #

DEPOSIT TO FUND General Fund FUND #

REMITTING DEPT Globe Regional Constable

SERVICE RENDERED Service fees November 2010

Account Code	Revenue Description	Amount	
1005.321.3405.80	General Fund		
X105-01-32100-4614	Service fees	80	00
		80	00

Authorized Signature Kimberly Prust Title Clerk I

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	80.00
Total	80.00

TREASURER By R Ruiz Date 12-2-10

ORIGINATING OFFICE

94567

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

Date: 12/2/2010
Page: 1

MONEY RECEIVED REPORT - by DATE

11/1/2010 TO 11/30/2010

Transaction Type	Count	Total
Check	2	$80.00
Total Payments	2	$80.00

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

11/1/2010 TO 11/30/2010

Number of Cases	Description
2	Complaint & Summons (Fee)
1	Notice Of Hearing (Fee)
11	Hearing Order
3	Injunction Against Harassment
3	Notice To Appear; Petition
1	Order of Mediation
7	Order Of Protection
1	Order To Show Cause
9	Subpoena
1	Summons & Complaint
6	Trial Subpoena

Total Number of Fee Services	3
Total Number of Non Fee Services	42
Total Number of Services	45

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

ITEMIZED SERVICES by DATE SERVED

11/1/2010 TO 11/30/2010

Date: 12/2/2010
Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/1/2010	11/1/2010	DO2008-385	Denise M Searles	Denise M Searles	Denise M Searles	$32.00	1192	Gila County Superior Court	4
		Notice Of Hearing	Michael C Searles	149 So High St Globe, AZ 85501 (Home)	149 So High St Globe, AZ 85501 (Home)	$32.00			1
11/1/2010	11/1/2010	J0403CV2010-552	Raymond Martinez	Raymond Martinez	Raymond Martinez	$0.00		Globe Justice Court	7
		Hearing Order	Lionel David Verdine	6043 Calle De Loma Miami, Az 85539 (Home)	6043 Calle De Loma Miami, Az 85539 (Home)	$0.00			1
10/28/2010	11/2/2010	J0403CV2010-581	Marion Wade Quinton Jr	Janice Kaye Quinton	Janice Kaye Quinton	$0.00		Globe Justice Court	7
		Order Of Protection	Janice Kaye Quinton	810 West Paxton Ave Miami, AZ 85539 (Home)	810 West Paxton Ave Miami, AZ 85539 (Home)	$0.00			1
11/8/2010	11/8/2010	J0403CV2010-000480	Meleda Chroninger	Molly Skaggs	Molly Skaggs	$0.00		Globe Justice Court	7
		Order of Mediation	Molly Skaggs	6327 Butterfly Lane Globe, AZ 85501 (Home)	6327 Butterfly Lane Globe, AZ 85501 (Home)	$0.00			1
11/8/2010	11/8/2010	J0403CV2010-146	Lionel David Verdine	Raymond Martinez	Raymond Martinez	$0.00		Globe Justice Court	4
		Injunction Against Harassment	Raymond Martinez	6043 Calle De Loma Miami, Az 85539 (Home)	Parking lot at Cobre Valley Plaza Globe, AZ 85501 (Other)	$0.00			1
11/9/2010	11/9/2010	J0403TR2010-5336	State of Arizona	Deputy Campbell	N Newmann	$0.00		Globe Justice Court	1
		Subpoena	Evonne V Hernandez	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
11/9/2010	11/9/2010	M0443TR2010-10195	State of Arizona	Officer Omstead	Officer Omstead	$0.00		Globe City Court	0
		Subpoena	Cutberto Beltran-Lopez	GPD 175 N Pine St Globe, AZ 85501 (Home)	GPD 175 N Pine St Globe, AZ 85501 (Home)	$0.00			1
11/12/2010	11/12/2010	J0403CV2010-589	April Bejarano	April Bejarano	April Bejarano	$0.00		Globe Justice Court	7
		Hearing Order	Kristin Burnham	185 E VAN DYKE BLVD MIAMI, AZ 85539 (Home)	185 E VAN DYKE BLVD MIAMI, AZ 85539 (Home)	$0.00			1
11/12/2010	11/12/2010	J0403CV2010-587	April Bejarano	April Bejarano	April Bejarano	$0.00		Globe Justice Court	7
		Hearing Order	Paul Burnham	185 E VAN DYKE BLVD MIAMI, AZ 85539 (Home)	185 E VAN DYKE BLVD MIAMI, AZ 85539 (Home)	$0.00			1
11/12/2010	11/12/2010	J0403CV2010-588	Daryl Ammonette	Daryl Ammonette	Daryl Ammonette	$0.00		Globe Justice Court	1
		Hearing Order	Paul Burnham	5420 PINAL CANYON RD GLOBE, AZ 85501 (Home)	McDonalds Globe, AZ 85501 (Other)	$0.00			1

ITEMIZED SERVICES by DATE SERVED

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/12/2010	11/12/2010	J0403CV2010-591	Daryl Ammonette	Daryl Ammonette	Daryl Ammonette	$0.00		Globe Justice Court	1
		Hearing Order	Kristin Burnham	5420 PINAL CANYON RD GLOBE, AZ 85501 (Home)	McDonalds Globe, AZ 85501 (Other)	$0.00			1
11/12/2010	11/15/2010	J0403TR2010-5079	State of Arizona	Off. L Anthony	M Hart	$0.00		Globe Justice Court	1
		Subpoena	Richard P McGlynn	DPS Globe, Az 85501 (Work)	DPS Globe, Az 85501 (Work)	$0.00			1
11/15/2010	11/15/2010	J0403CV2010-606	Patti L Hopkins	Michele Marie Garcia	Michele Marie Garcia	$0.00		Globe Justice Court	3
		Injunction Against Harassment	Michele Marie Garcia	5495 S. Glendale Ave Globe, Az (Home)	5495 S. Glendale Ave Globe, Az (Home)	$0.00			1
11/15/2010	11/15/2010	J0403CV2010-607	Patti L Hopkins	Davy (David) Patrosinio Martinez	Davy (David) Patrosinio Martinez	$0.00		Globe Justice Court	3
		Injunction Against Harassment	Davy (David) Patrosinio Martinez	5495 S Glendale Ave Globe, AZ 85501 (Home)	5495 S Glendale Ave Globe, AZ 85501 (Home)	$0.00			1
11/17/2010	11/17/2010	J0403TR2010-5545	State of Arizona	R Jones	D Atkinson	$0.00		Globe Justice Court	1
		Subpoena	Jacob Reynoso	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	$0.00			1
11/17/2010	11/17/2010	J0403TR2010-5317	State of Arizona	D Wander	D Atkinson	$0.00		Globe Justice Court	1
		Subpoena	Ernie Sutter	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	$0.00			1
11/17/2010	11/17/2010	J0403TR2010-5302	State of Arizona	R Mancha	D Atkinson	$0.00		Globe Justice Court	1
		Subpoena	Peter M Lawson	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	$0.00			1
11/17/2010	11/17/2010	J0403TR2010-526	State of Arizona	Officer C. Taylor	J Gregovich	$0.00		Globe Justice Court	1
		Trial Subpoena	Shawn Boxell	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
11/17/2010	11/18/2010	J0403CV2010-610	Erin Whitney Sanders	Sharon Sanders	Sharon Sanders	$0.00		Globe Justice Court	5
		Order Of Protection	Sharon Sanders	5611 E Block Ave #30 Globe, AZ 85501 (Home)	5611 E Block Ave #30 Globe, AZ 85501 (Home)	$0.00			1
11/17/2010	11/18/2010	J0403CV2010-611	Leonard Sanders	Sharon Sanders	Sharon Sanders	$0.00		Globe Justice Court	5
		Order Of Protection	Sharon Sanders	5611 E Block Ave #30 Globe, AZ 85501 (Home)	5611 E Block Ave #30 Globe, AZ 85501 (Home)	$0.00			1
11/19/2010	11/19/2010	JV2008-116	State of Arizona	David Sutton	Kimberly M Sutton	$0.00		Gila County Juvenile Court	5
		Hearing Order	Jason Sutton	5900 N Main St Space 141 Globe, AZ 85501 (Home)	5900 N Main St Space 141 Globe, AZ 85501 (Home)	$0.00			1
11/19/2010	11/19/2010	J0403CV2010-620	Carol Spradling	Terri Spradling Smith	Terri Spradling Smith	$0.00		Globe Justice Court	3
		Order Of Protection	Terri Spradling Smith	5591 S Cobb Ave Globe, AZ 85501 (Home)	5591 S Cobb Ave Globe, AZ 85501 (Home)	$0.00			1
11/19/2010	11/19/2010	JV2010-00132	State of Arizona	Jessica Garcia	Jessica Garcia	$0.00		Gila County Juvenile Court	3
		Hearing Order	Jesse Jayden Garcia	5759 E Globe Canyon Globe, AZ 85501 (Home)	5759 E Globe Canyon Globe, AZ 85501 (Home)	$0.00			1
11/19/2010	11/19/2010	J0403CV2010-621	Dora Padilla	Encarnacion Padilla	Encarnacion Padilla	$0.00		Globe Justice Court	3
		Order Of Protection	Encarnacion Padilla	5315 Golden Hill st Globe, AZ 85501 (Home)	586 Buckey Oneal St Globe, AZ 85501 (Other)	$0.00			1

ITEMIZED SERVICES by DATE SERVED

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/22/2010	11/22/2010	J0404CR2010-582	State of Arizona	Jason Figaniak	Jason Figaniak	$0.00		Payson Justice Court	1
		Summons & Complaint	Jason Figaniak	In Custody GCSO Jail Globe, AZ 85501 (Home)	In Custody GCSO Jail Globe, AZ 85501 (Home)	$0.00			1
11/22/2010	11/22/2010	J0403CR2009-1078	State of Arizona	Officer B. Hudson	Officer K. Zamora	$0.00		Globe Justice Court	1
		Trial Subpoena	Celeste Gravelle	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	$0.00			1
11/22/2010	11/22/2010	J0403CR2009-1078	State of Arizona	Officer Brothers	Officer K. Zamora	$0.00		Globe Justice Court	1
		Trial Subpoena	Celeste Gravelle	175 N Pine St Globe, Az 85501 (Home)	GPD 175 N Pine St Globe, Az 85501 (Work)	$0.00			1
11/22/2010	11/22/2010	J0403CR2010-422	State of Arizona	D. Rice	Officer K. Zamora	$0.00		Globe Justice Court	1
		Trial Subpoena	Frank Rodriguez	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	$0.00			1
11/22/2010	11/22/2010	J0403CR2009-1078	State of Arizona	Officer K. Zamora	Officer K. Zamora	$0.00		Globe Justice Court	1
		Trial Subpoena	Celeste Gravelle	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	$0.00			1
11/22/2010	11/22/2010	JV2010-00135	State of Arizona	Cynthia Lankford	Cynthia Lankford	$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition	Alicia Lankford	272 S Indian Circle Miami, AZ 85539 (Home)	272 S Indian Circle Miami, AZ 85539 (Home)	$0.00			1
11/22/2010	11/22/2010	JV2010-00133	State of Arizona	Misha Ramos	Misha Ramos	$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition	Daniel Ramos	651 E Prickley Pear Dr Globe, AZ 85501 (Home)	651 E Prickley Pear Dr Globe, AZ 85501 (Home)	$0.00			1
11/23/2010	11/23/2010	J0403TR2010-5354	State of Arizona	Off. L Anthony	D Atkinson	$0.00		Globe Justice Court	1
		Subpoena	Dyan Cannon	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	$0.00			1
11/23/2010	11/23/2010	J0403TR2010-5615	State of Arizona	H Castillo	D Atkinson	$0.00		Globe Justice Court	1
		Subpoena	Robert Perry Oliver	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	$0.00			1
4/23/2010	11/23/2010	J0403TR2009-5853	State of Arizona	Shawn Wilson	Shawn Wilson	$0.00		Globe Justice Court	3
		Trial Subpoena	Ariel Asermelly	8115 Spurlock Drive Globe, AZ 85501 (Home)	8115 Spurlock Drive Globe, AZ 85501 (Home)	$0.00			1
11/24/2010	11/24/2010	J0403TR2010-5336	State of Arizona	Deputy McGroarty	Officer J. Fane	$0.00		Globe Justice Court	1
		Subpoena	Evonne V Hernandez	GCSO 1100 South St Globe, Az 85501 (Home)	GCSO 1100 South St Globe, Az 85501 (Work)	$0.00			1
11/24/2010	11/24/2010	J0403CV2010-230	John H Ragsdale	Bank of America	Trisha McBride	$0.00		Globe Justice Court	1
		Order To Show Cause	John Channell	200 E Sycamore Globe, AZ 85501 (Work)	Bank of America 200 E Sycamore Globe, AZ 85501 (Work)	$0.00			1
11/24/2010	11/24/2010	J0403CV2010-625	Edward Brown, Sr.	Janelle Shealene Fryer	Janelle Shealene Fryer	$0.00		Globe Justice Court	3
		Order Of Protection	Janelle Shealene Fryer	546 Bucky Oneil Globe, AZ 85501 (Home)	546 Bucky Oneil Globe, AZ 85501 (Home)	$0.00			1
11/29/2010	11/29/2010	J0403CV2010-629	Janelle Shealene Fryer	Edward Brown, Sr.	Edward Brown, Sr.	$0.00		Globe Justice Court	2
		Order Of Protection	Edward Brown, Sr.	615 Oak St Globe, AZ 85501 (Home (new))	300 Block E Oak St Globe, AZ 85501 (Home)	$0.00			1

ITEMIZED SERVICES by DATE SERVED

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/29/2010	11/29/2010	J0403CV010-625	Edward Brown, Sr.	Edward Brown, Sr.	Edward Brown, Sr.	$0.00		Globe Justice Court	2
		Hearing Order	Janelle Shealene Fryer	615 Oak St Globe, AZ 85501 (Home (new))	615 Oak St Globe, AZ 85501 (Home (new))	$0.00			1
11/29/2010	11/29/2010	J0403CV2010-596	American Family Mutual Insurance	Lionel & Jane Doe Motameros	Lionel Motameros	$48.00	12859	Globe Justice Court	2
		Complaint & Summons	Jesus & Jane Doe Chavez / Lionel & Jane Doe Motameros	726 South Agave Drive Globe, AZ 85501 (Home)	726 S Agave Dr Globe, AZ 85501 (Home)	$48.00			1
11/29/2010	11/29/2010	J0403CV2010-607	Patti L Hopkins	Patti L Hopkins	Patti L Hopkins	$0.00		Globe Justice Court	1
		Hearing Order	Davy (David) Patrosinio Martinez	336 S Third St Globe, AZ 85501 (Home)	336 S Third St Globe, AZ 85501 (Home)	$0.00			1
11/29/2010	11/29/2010	J0403CV2010-606	Patti L Hopkins	Patti L Hopkins	Patti L Hopkins	$0.00		Globe Justice Court	1
		Hearing Order	Michele Marie Garcia	336 S Third St Globe, AZ 85501 (Home)	336 S Third St Globe, AZ 85501 (Home)	$0.00			1

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2010 TO 11/30/2010

Date: 12/2/2010
Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/1/2010	11/1/2010	DO2008-385	Denise M Searles	Denise M Searles	Denise M Searles	$32.00	1192	Gila County Superior Court	4
		Notice Of Hearing	Michael C Searles	149 So High St Globe, AZ 85501 (Home)	149 So High St Globe, AZ 85501 (Home)	$32.00			1
11/29/2010	11/29/2010	J0403CV2010-596	American Family Mutual Insurance	Lionel & Jane Doe Motameros	Lionel Motameros	$48.00	12859	Globe Justice Court	2
		Complaint & Summons	Jesus & Jane Doe Chavez / Lionel & Jane Doe Motameros	726 South Agave Drive Globe, AZ 85501 (Home)	726 S Agave Dr Globe, AZ 85501 (Home)	$48.00			1

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

TOTAL WARRANTS SERVED REPORT

11/1/2010 TO 11/30/2010

Case Number	Individual
J0403CR2009-000522	Larry Peru
J0403TR2007-000975	Russell J Shorten
J0403CR2006-000916	Russell E Shriner
J0403TR2004-001535	Bryan Matthew Guy
M0443TR2002-009221	Renna Pino Steele
J0403CR2002-000689	Kirina Nunez
J0403CR2008-000281	Shirley A Newman
J0403CR2002-000694	Dianna Morrow
J0403CR-0009900887	Kirstie K Starling
J0403TR2005-000985	Hines Nosie, Sr.
J0403CR-0009900160	Renna Pino Steele
J0403CR-0009900868	Kirstie K Starling
J0403CR2004-000507	Renna Pino Steele
J0403CR2004-000506	Renna Pino Steele
J0403CR2004-000508	Renna Pino Steele
J0403CR-0009900162	Renna Pino Steele

TOTAL WARRANTS SERVED REPORT

11/1/2010 TO 11/30/2010

Case Number	Individual	Total Cost
J0403TR2009-005475	Brandon M Wright	
J0403CR2009-000341	Linda S Hagner	
M0441CR2007-007098	Robert G Drennan	
J0403CR2008-000311	Robert G Drennan	
J0403CR2005-001260	Robert G Drennan	
M0441CR2007-007098	Robert G Drennan	
J0403TR2010-003214	Janicia E Curley	
J0403TR2010-005107	Rogelio G Saldana	
J0403CR2007-000410	Tylor J Schlink	
J0403CR2007-000430	Tylor J Schlink	
J-0403-CR-0000951247	GEORGINA ANN BURNS aka WILLIAMS	
J-0403-CR-0009901563	GEORGINA ANN BURNS aka Gina Williams	
J-0403-CR-2000000928	GEORGINA ANN BURNS aka Gina Williams	
J-0401-TR-0098-000442	GEORGINA ANN BURNS aka Gina Williams	
J0403CR2005-000088	PATRICK NAGEL	
J0403CR2009-001068	TYLER JAMES ALEXANDER	
J0403CR2005-001226	ALISHA BENSON aka QUINTANA	
J0403TR2005-000610	ALISHA BENSON aka QUINTANA	
J0403TR2009-000747	Patrick B Weaver	
J0403CR2005-000464	JAMES PAUL BARBEE, JR	
J0403CR2004-000920	JAMES PAUL BARBEE, JR	
J0403CR2010-000008	RANDALL KEITH BELL	
J0403CR2010-000010	RANDALL KEITH BELL	
J0403CR2009-000960	RANDALL KEITH BELL	

TOTAL WARRANTS SERVED REPORT

11/1/2010 TO 11/30/2010

Case Number	Individual	Total Cost
J0403CR2002-001464	JANET BRENDLIN	
J0403CR2003-000746	NATHAN BROYLES	
M04432010-009011	Louise Carter	
J0403CR2007-001199	Caleb Casillas	
J0403CR2008-00084	Angela Foster	
M0443TR0099011776	BESSIE J GANILLA	
J0403CR2002-000990	DESTINIE MARIE LUCILLE GARCIA	
J0403TR2004003557	DESTINIE MARIE LUCILLE GARCIA	
J0403TR2005002529	HARLAN CHARLES HUGHES	
M0443TR0009505809	STEVEN ALLEN LYMAN	
J0403CR2002000086	STEVEN ALLEN LYMAN	
J0403CR2009-000600	Daryl J Amonette	
J0403CR-970385	TONY VALENZUELA BLACK	
J0403CR-0000980332	TONY VALENZUELA BLACK	
J403CR200-000437	TONY VALENZUELA BLACK	
J0403TR2009-005151	Christian Joseph Garcia	
J403TR2009-000318	EVELYN R MAXWELL	
J0403CR2002-000420	RUSSELL E SHRINER, JR	
J0403TR2010-005107	Rogelio G Saldana	
J0403CR2001-001039	Jose A Baltierra, III	
J0403CR2006-000452	Rena J Baldenegro	
J0403TR00097-02288	Deborah A Aragon	
J0403CR000097-0945	Deborah A Aragon	
M0441CR00099-07130	Deborah A Aragon	

TOTAL WARRANTS SERVED REPORT

11/1/2010 TO 11/30/2010

Case Number	Individual	Total Cost
J0403CR00099-01531	Amanda Marie Wallace	
J0403CR2005-000820	Amanda Marie Wallace	
J0403CR2007-000758	Amanda Marie Wallace	
J0403TR00099-02422	Albert L Stevens, Jr	
J0403TR000095-2335	Lucille Roy	
J0403TR0097-000162	Ruben C Rivera Jr	
J0403TR0095-002910	Ruben C Rivera Jr	
J0403CR2009-001070	Albert Reyes	
J0403CR2002-001170	JoAnn Nosie	
J0403CR00099-00987	Hines B Nosie, Jr	
J0403CR000098-1043	Hines B Nosie, Jr	
J0403CR000098-0037	Hines B Nosie, Jr	
J0403TR2002-001177	Lisa Marie Nash	
J0403CR2003-000934	Herbert Nash	

Total Warrants: 78

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Justice Court, Gila County
(928) 402-8759

Date: 12/2/2010
Page: 1

TOTAL COLLECTED BY JP COURT AMOUNT REPORT

11/1/2010 TO 11/30/2010

Case Number	Individual	Payment Amount
J0403CR2002-000689	Kirina Nunez	$366.53
J0403CR2006-000916	Russell E Shriner	$291.55
J0403CR2005-000668	Dennis Myron Webb	$475.00
J0403CR2007-000410	Tylor J Schlink	$50.00
J0403CR2009-000408	Zachary Travis Cross	$120.00
J0403CR2009-000348	KENDEL LEONARD WILLIAMS	$545.00
J0403CR2007-000130	Jerry Padilla	$360.00
J0403CR2007-001199	Caleb Casillas	$572.53
J0403CR-2007000104	Laura Michelle Molina	$260.00
J0403CR2003-000746	NATHAN BROYLES	$4.91
J0403CR2009-000600	Daryl J Amonette	$1,489.90
J0403CR2005-000725	Bennie Frank Mason	$50.00
J0403TR2009-002607	Joel Tulane Case	$60.00
J0403CR-2009-000977	Franklin Lloyd Wayne Taylor	$20.00
J0403TR2007-000975	Russell J Shorten	$1,455.00
J0403TR2009-005475	Brandon M Wright	$10.00

TOTAL COLLECTED BY JP COURT AMOUNT REPORT

6/1/2008 TO 6/30/2008

Case Number	Individual	Total Cost
J0403TR2009-001469	Marissa Rose Cutter	$50.00
J0403CR2007-000410	Tylor J Schlink	$7.00
J0403TR-0009900083	Paul Wayne Scarberry Jr	$25.00
J0403CR-2005-000487	Cynthia Burruel	$18.00
J0403CR2007-000430	Tylor J Schlink	$42.01
J0403CR2007-000430	Tylor J Schlink	$20.00
M04432010-009011	Louise Carter	$5.00
J0403CR2009-000527	Morrison T Little	$750.00
J0403CR2001-000413	Eric Martinez	$25.00
J0403TR2009-004936	Steven Brad Petty	$35.00
J0403TR2010-001715	Derrick Johnson	$20.00
J0403TR2001-001555	Michelle Sneezy	$20.00
J0403TR2008-000065	Paul D Foerster	$50.00
J0403CR2009-000757	Dalin Levi Webster	$100.00
J0403CR2009-000205	Brennan Rhodes	$10.00
J0403CR2008-000838	Katherine L Riggan	$195.00
J0403CR2009-000773	Bradley D Shoemaker	$1,212.00

Total Payments: 33 **Total:** $8,714.43

Item #: 4- L

Regular BOS Meeting
Date: 01/04/2011

Reporting Period:	Payson Regional Constable Monthly Report for November 2010
Submitted For:	Samuel Brewer, Payson Regional Constable
Submitted By:	Cheryle Wood, Constable - Payson

Information

Subject

Payson Regional Constable Monthly Report for November 2010

Suggested Motion

Approval of the November 2010 monthly departmental activity report submitted by the Payson Regional Constable.

Attachments

Link: Payson Regional Constable November 2010 Monthly Report

PAYSON REGIONAL CONSTABLE
SAM H. BREWER

NOVEMBER 2010
MONTHLY REPORT

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MONTHLY ACTIVITY SHEET

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844-FAX: (928) 468-1509

PAYSON REGIONAL CONSTABLE
SAM H. BREWER

December 2, 2010

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S MONTHLY ACTIVITY SHEET

For the month of **November, 2010**, the Payson Constable's Office:

- Received a total of **182** papers for service
- Drove a total of **1,867** miles
- Collected a total of **$3,554.60** as follows:

Check Total =	$3,250.60
Cash Total =	304.00
Total Deposited =	$3,554.60
Less Writ Fees Collected (5 @ $5.00/ea.)=	($ 25.00)
(Check #2246/Treasurer's Receipt #98294)	
Paid to General Fund =	$3,529.60
(Check #2247/Treasurer's Receipt #98295)	
Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable =	$ 875.00
Grand Total Paid to General Fund =	**$4,134.60**

Respectfully submitted,

Sam H. Brewer

Sam H. Brewer
Payson Regional Constable
Gila County, Payson, Arizona

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844-FAX: (928) 468-1509

2009-2010 CONSTABLE OFFICE STATISTICS COMPARISONS
MONTHLY TOTALS

2009 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	2010 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
JANUARY	205	1,151	$2,878.62	JANUARY	192	1,776	$2,696.80
FEBRUARY	192	2,214	$4,020.76	FEBRUARY	211	1,790	$4,248.40
MARCH	250	2,586	$3,839.02	MARCH	212	1,800	$3,783.20
APRIL	199	2,169	$3,736.40	APRIL	230	2,098	$3,019.60
MAY	195	1,553	$2,945.40	MAY	209	1,921	$3,523.15
JUNE	239	2,530	$3,322.44	JUNE	272	2,112	$4,141.62
JULY	252	2,093	$3,042.64	JULY	228	1,574	$3,866.70
AUGUST	211	2,036	$3,307.40	AUGUST	176	1,938	$3,062.90
SEPTEMBER	219	2,640	$3,555.45	SEPTEMBER	150	2,010	$2,702.60
OCTOBER	302	2,788	$4,219.20	OCTOBER	207	2,367	$2,507.40
NOVEMBER	188	1,956	$3,111.60	NOVEMBER	182	1,867	$3,554.60
COMPARISON TOTAL	2,452	23,716	$37,978.93	COMPARISON TOTAL	2,269	21,342	$37,106.97
				Difference	-183	-2,374	-$971.96
DECEMBER	215	2,234	$3,246.20	DECEMBER			
YEAR TOTAL:	2,667	25,950	$41,225.13	YEAR TOTAL:	2,269	21,342	$37,106.97

Note: Fees Collected column amounts do not include the $875.00 per month received from the Town of Payson per contract.

CHECK AND CASH RECEIVED FOR MONTH				NOVEMBER	2010
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
11/01/2010	#295755	$32.00	2010CV869-HA	Ruettgers, Paul	Grzanka, Chester
11/02/2010	#3151	$32.00	2010CV873-HA	Grzanka, Chester	Ruettgers, Paul
11/02/2010	#3115	$38.00	2010CV870-FD	Echols, Kent & Louise	Hoffner, Cristal & Horn, Michael
11/02/2010	#3898/295756	$32.00	2010CV874-OV	Bownds, Gregory	Mystrom, Kevin
11/03/2010	#213038	$48.00	2010CV838-UN	P.R.M.C. (Guglielmo)	Cernachavez, Mirtha & "John Doe"
11/03/2010	#213037	$48.00	2010CV836-UN	P.R.M.C. (Guglielmo)	Furry, Marc E. & "Jane Doe"
11/03/2010	#213036	$48.00	2010CV830-UN	P.R.M.C. (Guglielmo)	Pacino, Mary & Christopher
11/03/2010	#213035	$42.00	2010CV841-UN	Discover Bank (Guglielmo)	Tumilson, Jeff A. & "Jane Doe"
11/03/2010	#213034	$48.00	2010CV842-UN	P.R.M.C. (Guglielmo)	Neal, Edeen M. & "John Doe"
11/03/2010	#213049	$48.00	2010CV829-UN	P.R.M.C. (Guglielmo)	Police, Todd & "Jane/John Doe"
11/03/2010	#213048	$48.00	2010CV837-UN	P.R.M.C. (Guglielmo)	Eavenson, Ranay & "John Doe"
11/03/2010	#213047	$48.00	2010CV827-UN	P.R.M.C. (Guglielmo)	White, Ryan J. & "Jane/John Doe"
11/03/2010	#213041	$48.00	2010CV825-UN	P.R.M.C. (Guglielmo)	Russell, Diana & "Jane/John Doe"
11/03/2010	#213040	$48.00	2010CV831-UN	P.R.M.C. (Guglielmo)	Nelson, Nisa L. & "Jane/John Doe"
11/03/2010	#213039	$48.00	2010CV824-UN	P.R.M.C. (Guglielmo)	Wilson, Jason & "Jane/John Doe"
11/03/2010	#213045	$48.00	2010CV826-UN	P.R.M.C. (Guglielmo)	Sanders, Craig J. & "Jane/John Doe"
11/03/2010	#213044	$48.00	2010CV835-UN	P.R.M.C. (Guglielmo)	Knorr, Eugene & "Jane/John Doe"
11/03/2010	#213043	$48.00	2010CV834-UN	P.R.M.C. (Guglielmo)	Mardrid, Gino & "Jane/John Doe"
11/03/2010	#213046	$48.00	2010CV828-OV	P.R.M.C. (Guglielmo)	Randall, Ronald H. & "Jane/John Doe"
11/02/2010	#874/295757	$38.00	2010CV877-FD	Igielski, Edward	Ulmer, Clinton
11/03/2010	#7332	$61.00	CV2010-00330	Zions First National Bank v. Anderson, Rodney D. (Porter)	Anderson Chiropractic, Inc., garnishee
11/04/2010	#212790-10/4/10	$56.00	201006178	P.R.M.C. (Guglielmo)	Puskaric, Anthony
11/04/2010	#212789-9/27/10	$49.00	2010CV132-OV	Arrow Financial Svcs v. Savage, Kim (Guglielmo)	Pine Victorian, LLC, garnishee
11/04/2010	#30305-9/3/10	$27.20	2010CV611-OV	Riverwalk Holdings, Ltd, LP	Duhammell, Sr., Dallas
11/04/2010	#R202269470634	$32.00	5 Day Rental Notice	Docekal, Rick	Hilger, Terry
11/05/2010	#9175702708/295758	$66.00	FC2010-006674	Gibson, Stephanie	Gibson, James Edward
11/05/2010	#295759	$48.00	DO2005-163	Daniels, Alan	Daniels, Krystal
11/05/2010	#7385	$96.00	CV2010-159	Padilla, Victor & Sandra (Brown & Brown)	Kirk, William R.
11/08/2010	#5297/295760	$32.00	2010CV888-SC	Edwards, Nancy C.	Bayer-St. Ledger, Debra
11/08/2010	#295761	$32.00	DO2010-00396	Lopez, Juan Gabriel Molina	Tsosie, Arlene
11/08/2010	#295762	$38.00	2010CV889-SC	Matson, George H.	Rendondo, Steven
11/08/2010	#213718	$16.00	2010CV862-OV	Portfolio Recovery Associates (Guglielmo)	Ramirez, "John Doe"
11/08/2010	#213716	$32.00	2010CV862-OV	Portfolio Recovery Associates (Guglielmo)	Ramirez, Anna L.
11/08/2010	#213717	$48.00	2010CV861-UN	P.R.M.C. (Guglielmo)	Warren, Sr., Brandon & Rebecca

11/10/2010	#295763	$32.00	DO2010-00381	Fleischaker, Jerald	Fleischaker, Sara
11/10/2010	#5109	$32.00	CV2009-0534	Taylor Park Meadows v. Danco Builders (Get Smart)	Apex Land Surveying Inc c/o Dennis Omoto, Statutory Agent
11/10/2010	#6506	$32.00	2010CV894-SC	Central Arizona Pump, LLC	Sterling, Kelly
11/15/2010	#1400/295764	$32.00	2010CV898-SC	Kurtz, Richard S.	Spicer, Cindi
11/15/2010	#4039/295765	$38.00	2010CV907-FD	Star Valley Motel & RV Park (R & H Boulder & Granite)	Fickel, Debbie & Isit, Mark
11/15/2010	#4040/295766	$38.00	2010CV908-FD	Ponderosa Glen Mobile Home Park (R & H Boulder & Granite)	Egan, Scott& Heather
11/15/2010	#6759/295767	$38.00	2010CV909-FD	Baker, Diana (Kachina Doll Trailer Park)	Prator, Mike
11/15/2010	#14589	$48.00	2009CV816-UN	Capital One Bank (USA) v. Jaquez, Adam (POP)	Wells Fargo Bank, NA, garnishee
11/15/2010	#2202263981-10/4/10	$32.00	CV2010-00339	Mastercraft Cabinets, Inc. (Lawgistic)	Bishop, Jon C.
11/15/2010	#2202263981-10/4/10	$32.00	CV2010-00339	Mastercraft Cabinets, Inc. (Lawgistic)	Bishop Homes & Construction c/o Jon Bishop
11/15/2010	#2202263981-10/4/10	$16.00	CV2010-00339	Mastercraft Cabinets, Inc. (Lawgistic)	Bishop, Susan
11/15/2010	#2202263981-10/14/10	$32.00	2010CV790-UN	Equable Ascent Financial, LLC (Lawgistic)	Rackley, Vickie R.
11/15/2010	#2202263981-10/14/10	$16.00	2010CV790-UN	Equable Ascent Financial, LLC (Lawgistic)	Rackley, Danny L.
11/15/2010	#2202263981-10/14/10	$61.00	2010CV016-OV	FIA Card Services, NA v. Gonzales Gregg, Donna M. (Lawgistic)	Desert Schools FCU, garnishee
11/15/2010	#2202263981-10/8/10	$32.00	2010CV757-UN	HSBC Bank Nevada, NA (Lawgistic)	Ellis, Maureen G.
11/15/2010	#2202263981-10/8/10	$16.00	2010CV757-UN	HSBC Bank Nevada, NA (Lawgistic)	Ellis, "John Doe"
11/15/2010	#2202263981-10/14/10	$61.00	2009CV150-UN	Capital One Bank (USA) v. Kudlicki, Michelle & Richard (Lawgistic)	JPMorgan Chase Bank, NA, garnishee
11/15/2010	#2202263981-10/14/10	$61.00	CC2010112104	The Todd Company, LLC v. Cordani, Linda M. (Lawgistic)	JPMorgan Chase Bank, NA, garnishee
11/15/2010	#2202263981-10/4/10	$54.40	CV2010-00338	FIA Card Services, NA (Lawgistic)	Jakubek, Andrea
11/15/2010	#2202263981-10/4/10	$16.00	CV2010-00338	FIA Card Services, NA (Lawgistic)	Jakubek, James J.
11/16/2010	#31401-10/5/10	$20.00	2010CV665-OV	Acarta, LLC (Law Ofc Vaughan)	Ruder, David A.
11/16/2010	#1408	$32.00	Notice of Claim	Bindgen, Destiny (Lloyd)	O'Brien, Casey, PUSD Superindent
11/16/2010	#1408	$32.00	Notice of Claim	Bindgen, Destiny (Lloyd)	Huff, Rory, PUSD Governing Bd Pres
11/16/2010	#1408	$32.00	Notice of Claim	Bindgen, Destiny (Lloyd)	Hatch, Karen, PUSD Governing Bd Sec'y
11/18/2010	#214875	$61.00	2010CV405-OV	P.R.M.C. v. Andren, Sally & Carl (Guglielmo)	Payson Care Center, garnishee
11/18/2010	#10905	$32.00	2009CI12243	Brenham Meteorite Ltd, et al v. Arnold, Steven K. (AZ Quick Serve)	Killgore, Marvin
11/18/2010	#103155	$48.00	CV2004-0310	Frank Walter Fruitman, et al v. Payson No. 1, Inc, et al (DL Invest.)	Pettet, Donna
11/18/2010	#103155	$48.00	CV2004-0310	Frank Walter Fruitman, et al v. Payson No. 1, Inc, et al (DL Invest.)	Spidle, Robin

11/18/2010	#103155	$48.00	CV2004-0310	Frank Walter Fruitman, et al v. Payson No. 1, Inc, et al (DL Invest.)	Carter, Carla
11/18/2010	#103155	$48.00	CV2004-0310	Frank Walter Fruitman, et al v. Payson No. 1, Inc, et al (DL Invest.)	Beckwith, Steven
11/18/2010	#214541	$48.00	2010CV885-UN	LVNV Funding LLC (Guglielmo)	LaManna, Joshua C. & "Jane Doe"
11/18/2010	#214649	$48.00	2010CV879-UN	P.R.M.C. (Guglielmo)	Orr, Brenda & "J. Doe"
11/19/2010	#6767/295769	$38.00	2010CV919-FD	Baker, Diana (Kachina Doll Trailer Park)	Cobb, Evette & Perez, Noah
11/19/2010	#4215	$48.00	GC2010-00065	In the Matter of the G/C of Carol Banozich (Lloyd)	Banozich, Carol
11/19/2010	#295770	$32.00	2010CV638-HA	Horbatiuk, Ilene	Balingit, Scott
11/19/2010	#2203590014-10/14/10	$178.00	2010CV789-OV	Capital One Bank (USA), NA (Lawgistic)	Wills, Amy S. & Clayton
11/23/2010	#5830	$38.00	CV2010-00431	Aurora Loan Services, Inc. (X-Press for Sherman)	Pritchard, Leslie & Jane/John Does I-X
11/23/2010	#215776	$61.00	2010CV577-OV	P.R.M.C. v. Moore, Pauline (Guglielmo)	Compassion Care Mgmt Svcs, Inc., garnishee
11/24/2010	#5138	$48.00	2010CV905-UN	Chaparral Pines Community Assn (Get Smart)	Feyerisen, Edward C. & Roberta A.
11/24/2010	#5138	$48.00	2010CV472-UN	The Rim Golf Club Community Assn (Get Smart)	Jim, Edward
11/29/2010	#216101	$56.00	2010CV828-OV	P.R.M.C. (Guglielmo)	Randall, Ronald H.
11/29/2010	#216186-10/19/10	$56.00	2010CV769-UN	P.R.M.C. (Guglielmo)	Weikert, Tony
11/29/2010	#216441	$61.00	2010CV819-UN	P.R.M.C. v. Christenson, Samuel David (Guglielmo)	Sam's Accuracy Plumbling LLC, garnishee
11/29/2010	#430561590	$32.00	2009CV746-SC	Prosper Law Corporation	Apps, Marc
11/29/2010	#216187	$20.00	2010CV830-UN	P.R.M.C. (Guglielmo)	Pacino, Mary
11/29/2010	#13164	$13.00	2009CV816-UN	Capital One Bank v. Jacquez, Adam (POP)	Wells Fargo Bank, NA, garnishee
11/30/2010	#295771	$58.00	2010CV931-FD	Russo, Robert	North, Robert & Tammy; Boyce, Amanda
11/30/2010	#295772	$32.00	2010CV932-IAWH	P.R.M.C.	Garrels, Samuel Lester
	Total Deposit for November 2010	**$3,554.60**			
	12/1/10-Constable Ck#2246-Writ Fees Collected	**-$25.00**			
	Adjusted Service Fees Collected For November 2010; 12/1/10-Constable Ck#2247	**$3,529.60**			

PAYSON REGIONAL CONSTABLE

Sam H. Brewer
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

11/1/2010 TO 11/30/2010

Number of Cases	Description
1	5 Day Notice To Pay Rent (Fee)
4	Complaint/Summons/Answer (Fee)
9	Injunction Against Harassment (Fee Waived By Ct) (Fee)
2	Injunction Against Harassment (Fee)
1	Injunction Against Workplace Harassment (Fee)
1	Motion (Fee)
3	Notice of Claim (Fee)
1	Notice Of Deposition (Fee)
1	Order To Appear (Fee)
1	Petition For Appointment of Co-Guardians & Co-Conservators (Fee)
1	Petition For Dissolution Of Marriage-w/Minor Children (Divorce) (Fee)
1	Petition To Modify Child Custody, Parenting Time & Child Support (Fee)
1	Response To Petition For Dissolution Of A Non-Covenant Marriage w/Minor Children (Fee)
3	Subpoena; Notice Of Deposition (Fee)
74	Summons & Complaint (Fee)

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

11/1/2010 TO 11/30/2010

Number of Cases	Description
3	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
9	Summons & Complaint-Forcible Detainer (Fee)
4	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Writ Of Garnishment (Non-Earnings) & Summons (Fee)
2	Notice Of Hearing
5	Notice To Appear; Petition
6	Order Of Protection
3	Order To Show Cause
30	Subpoena
15	Summons

Total Number of Fee Services	121
Total Number of Non Fee Services	61
Total Number of Services	182

PAYSON REGIONAL CONSTABLE

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ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2010 TO 11/30/2010

Date: 12/1/2010
Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/1/2010	11/1/2010	2010CV869-HA	Paul Ruettgers	Chester T. Grzanka	Chester T. Grzanka	$32.00	#295755	Payson Regional Justice Court	0
		Injunction Against Harassment	Chester T. Grzanka	280 W. Liberty Lane Freedom Acres Payson, AZ 85541	280 W. Liberty Lane Freedom Acres Payson, AZ 85541	$32.00			1
11/1/2010	11/1/2010	2010CV870-FD	Kent Echols & Louise Echols	Cristal Hoffner & Michael Horn aka John Doe	Michael Carter Horn	$38.00	#3115	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Cristal Hoffner & Michael Horn aka John Doe	307 E. Bonita Street, #B Payson, AZ 85541	307 E. Bonita Street, #B Payson, AZ 85541	$38.00			1
11/1/2010	11/1/2010	2010CV871-HA	Rochelle Anne Finch	Carol Jean Pryor	Carol Jean Pryor	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Carol Jean Pryor	401 S. Ponderosa Street Payson, AZ 85541	415 S. St. Phillips Payson, AZ 85541	$0.00			1
11/1/2010	11/3/2010	2010CV872-HA	Debbie Barrett Smith	Samuel Lester Garrels	Samuel Lester Garrels	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Samuel Lester Garrels	Star Valley MHP 3448 E. Highway 260 Star Valley, AZ 85541	Payson Regional Medical Center 807 S. Ponderosa Payson, AZ 85541	$0.00			2
11/2/2010	11/2/2010	2010CV873-HA	Chester T. Grzanka	Paul Ruettgers	Paul Ruettgers	$32.00	#3151	Payson Regional Justice Court	0
		Injunction Against Harassment	Paul Ruettgers	240 W. Liberty Lane Freedom Acres Payson, AZ 85541	240 W. Liberty Lane Freedom Acres Payson, AZ 85541	$32.00			1
11/2/2010	11/8/2010	2010CV874-OV	Gregory Bownds	Kevin Mystrom	Kevin Mystrom	$32.00	#3898/295756	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Kevin Mystrom	807 S. Westerly, #308 Payson, AZ 85541	807 S. Westerly, #308 Payson, AZ 85541	$32.00			1
11/2/2010	11/4/2010	2010CV877-FD	Edward Igielski	Clinton Lee Ulmer	Posted-front door	$38.00	#874/295757	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Clinton Lee Ulmer	600 N. Vista Road Payson, AZ 85541	600 N. Vista Road Payson, AZ 85541	$38.00			1
11/3/2010	11/8/2010	CV2010-00330	Zions First National Bank	Anderson Chiropractic Clinic, Inc., garnishee, c/o Rodney Anderson	Anderson Chiropractic Clinic, Inc., garnishee, c/o Rodney Anderson	$61.00	#7332	Gila County Superior Court	0
		Writ Of Garnishment (Earnings) & Summons	Rodney D. Anderson	903 N. Beeline Highway, #B Payson, AZ 85541	903 N. Beeline Highway, #B Payson, AZ 85541	$61.00			1
11/3/2010	11/9/2010	2010CV828-OV	Payson Regional Medical Center	Ronald H. Randall	LaDonna Christyne Randall	$88.00	#213046	Payson Regional Justice Court	0
		Summons & Complaint	Ronald H. Randall & "Jane/John Doe" Randall	137 W. Quail Trail Tonto Basin, AZ 85553	137 W. Quail Trail Tonto Basin, AZ 85553	$88.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/3/2010	11/9/2010	2010CV828-OV	Payson Regional Medical Center	LaDonna Christyne Randall	LaDonna Christyne Randall	$16.00	#213046	Payson Regional Justice Court	0
		Summons & Complaint	Ronald H. Randall & "Jane/John Doe" Randall	137 W. Quail Trail Tonto Basin, AZ 85553	137 W. Quail Trail Tonto Basin, AZ 85553	$16.00			1
11/3/2010		2010CV834-UN	Payson Regional Medical Center	Gino Madrid		$32.00	#213043	Payson Regional Justice Court	0
		Summons & Complaint	Gino Mardrid & "Jane/John Doe" Mardrid	303 S. Ash Street, #23 Payson, AZ 85541		$32.00			0
11/3/2010		2010CV834-UN	Payson Regional Medical Center	"Jane Doe" Madrid		$16.00	#213043	Payson Regional Justice Court	0
		Summons & Complaint	Gino Mardrid & "Jane/John Doe" Mardrid	303 S. Ash Street, #23 Payson, AZ 85541		$16.00			0
11/3/2010	11/16/2010	2010CV835-UN	Payson Regional Medical Center	Eugene Knorr	Eugene Knorr	$32.00	#213044	Payson Regional Justice Court	0
		Summons & Complaint	Eugene Knorr & "John/Jane Doe" Knorr	1014 S. Ash Street Payson, AZ 85541	1014 S. Ash Street Payson, AZ 85541	$32.00			1
11/3/2010	11/16/2010	2010CV835-UN	Payson Regional Medical Center	"Jane Doe" Knorr	Unserved	$16.00	#213044	Payson Regional Justice Court	0
		Summons & Complaint	Eugene Knorr & "John/Jane Doe" Knorr	1014 S. Ash Street Payson, AZ 85541		$15.00			1
11/3/2010	11/17/2010	2010CV826-UN	Payson Regional Medical Center	Craig J. Sanders	Craig J. Sanders	$32.00	#213045	Payson Regional Justice Court	0
		Summons & Complaint	Craig J. Sanders & "John/Jane Doe" Sanders	1309 N. Easy Street Payson, AZ 85541	1309 N. Easy Street Payson, AZ 85541	$32.00			2
11/3/2010	11/17/2010	2010CV826-UN	Payson Regional Medical Center	Holly W. Sanders	Craig J. Sanders	$16.00	#213045	Payson Regional Justice Court	0
		Summons & Complaint	Craig J. Sanders & "John/Jane Doe" Sanders	1309 N. Easy Street Payson, AZ 85541	1309 N. Easy Street Payson, AZ 85541	$16.00			2
11/3/2010	11/16/2010	2010CV824-OV	Payson Regional Medical Center	Jason Wilson	Unserved	$32.00	#213039	Payson Regional Justice Court	0
		Summons & Complaint	Jason Wilson & "John/Jane Doe" Wilson	105 E. Main Street, #217 Payson, AZ 85541		$32.00			2
11/3/2010	11/16/2010	2010CV824-OV	Payson Regional Medical Center	"Jane Doe" Wilson	Unserved	$16.00	#213039	Payson Regional Justice Court	0
		Summons & Complaint	Jason Wilson & "John/Jane Doe" Wilson	105 E. Main Street, #217 Payson, AZ 85541		$16.00			2
11/3/2010	11/9/2010	2010CV831-UN	Payson Regional Medical Center	Nisa L. Nelson	Nisa L. Nelson	$32.00	#213040	Payson Regional Justice Court	0
		Summons & Complaint	Nisa L. Nelson & "John/Jane Doe" Nelson	8046 W. Cherry Ann Lane Payson, AZ 85541	8046 W. Cherry Ann Lane Payson, AZ 85541	$32.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/3/2010	11/9/2010	2010CV831-UN	Payson Regional Medical Center	Scott Nelson	Nisa L. Nelson	$16.00	#213040	Payson Regional Justice Court	0
		Summons & Complaint	Nisa L. Nelson & "John/Jane Doe" Nelson	8046 W. Cherry Ann Lane Payson, AZ 85541	8046 W. Cherry Ann Lane Payson, AZ 85541	$16.00			1
11/3/2010	11/16/2010	2010CV825-UN	Payson Regional Medical Center	Diana Russell	Diana Russell	$32.00	#213041	Payson Regional Justice Court	0
		Summons & Complaint	Diana Russell & "John/Jane Doe" Russell	900 S. Lakeview Drive Payson, AZ 85541	900 S. Lakeview Drive Payson, AZ 85541	$32.00			1
11/3/2010	11/16/2010	2010CV825-UN	Payson Regional Medical Center	"John Doe" Russell	Unserved	$16.00	#213041	Payson Regional Justice Court	0
		Summons & Complaint	Diana Russell & "John/Jane Doe" Russell	900 S. Lakeview Drive Payson, AZ 85541		$16.00			1
11/3/2010		2010CV827-UN	Payson Regional Medical Center	Ryan J. White		$32.00	#213047	Payson Regional Justice Court	0
		Summons & Complaint	Ryan J. Whtie & "John/Jane Doe" White	102 W. Forest Drive Payson, AZ 85541		$32.00			0
11/3/2010		2010CV827-UN	Payson Regional Medical Center	"Jane Doe". White		$16.00	#213047	Payson Regional Justice Court	0
		Summons & Complaint	Ryan J. Whtie & "John/Jane Doe" White	102 W. Forest Drive Payson, AZ 85541		$16.00			0
11/3/2010		2010CV837-UN	Payson Regional Medical Center	Ranay Eavenson		$32.00	#213048	Payson Regional Justice Court	0
		Summons & Complaint	Ranay Eavenson & "John Doe" Eavenson	72 N. Orion Drive Payson, AZ 85541		$32.00			0
11/3/2010		2010CV837-UN	Payson Regional Medical Center	"John Doe" Eavenson		$16.00	#213048	Payson Regional Justice Court	0
		Summons & Complaint	Ranay Eavenson & "John Doe" Eavenson	72 N. Orion Drive Payson, AZ 85541		$16.00			0
11/3/2010	11/16/2010	2010CV829-UN	Payson Regional Medical Center	Todd Police	Todd Police	$32.00	#213049	Payson Regional Justice Court	0
		Summons & Complaint	Todd Police & "John/Jane Doe" Police	613 W. Summit Street Payson, AZ 85541	613 W. Summit Street Payson, AZ 85541	$32.00			2
11/3/2010	11/16/2010	2010CV829-UN	Payson Regional Medical Center	"Jane Doe" Police	Unserved	$16.00	#213049	Payson Regional Justice Court	0
		Summons & Complaint	Todd Police & "John/Jane Doe" Police	613 W. Summit Street Payson, AZ 85541		$16.00			2
11/3/2010	11/15/2010	2010CV842-UN	Payson Regional Medical Center	Edeen M. Neal	Michael J. Neal	$32.00	#213034	Payson Regional Justice Court	0
		Summons & Complaint	Edeen M. Neal & "John Doe" Neal	400 W. Jones Drive Payson, AZ 85541	400 W. Jones Drive Payson, AZ 85541	$32.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/3/2010	11/15/2010	2010CV842-UN	Payson Regional Medical Center	Michael J. Neal	Michael J. Neal	$16.00	#213034	Payson Regional Justice Court	0
		Summons & Complaint	Edeen M. Neal & "John Doe" Neal	400 W. Jones Drive Payson, AZ 85541	400 W. Jones Drive Payson, AZ 85541	$16.00			1
11/3/2010	11/15/2010	2010CV841-UN	Discover Bank	Jeff A. Tumilson	Unserved	$32.00	#213035	Payson Regional Justice Court	0
		Summons & Complaint	Jeff A. Tumilson & "Jane Doe" Tumilson	804 N. Granite Drive Payson, AZ 85541		$26.00			2
11/3/2010	11/15/2010	2010CV841-UN	Discover Bank	"Jane Doe" Tumilson	Unserved	$16.00	#213035	Payson Regional Justice Court	0
		Summons & Complaint	Jeff A. Tumilson & "Jane Doe" Tumilson	804 N. Granite Drive Payson, AZ 85541		$16.00			2
11/3/2010	11/15/2010	2010CV830-UN	Payson Regional Medical Center	Mary Pacino	Christopher Pacino	$52.00	#213036	Payson Regional Justice Court	0
		Summons & Complaint	Mary Pacino & Christopher Pacino	3527 Pine Creek Drive Pine, AZ 85544	3527 Pine Creek Drive Pine, AZ 85544	$52.00			1
11/3/2010	11/15/2010	2010CV830-UN	Payson Regional Medical Center	Christopher Pacino	Christopher Pacino	$16.00	#213036	Payson Regional Justice Court	0
		Summons & Complaint	Mary Pacino & Christopher Pacino	3527 Pine Creek Drive Pine, AZ 85544	3527 Pine Creek Drive Pine, AZ 85544	$16.00			1
11/3/2010	11/15/2010	2010CV838-UN	Payson Regional Medical Center	Mirtha Cernachavez	Mirtha Cernachavez	$32.00	#213038	Payson Regional Justice Court	0
		Summons & Complaint	Mirtha Cernachavez & "John/Jane Doe" Cernachavez	206 W. Pecan Street Payson, AZ 85541	206 W. Pecan Street Payson, AZ 85541	$32.00			1
11/3/2010	11/15/2010	2010CV838-UN	Payson Regional Medical Center	Alonso C. Ramirez	Mirtha Cernachavez	$16.00	#213038	Payson Regional Justice Court	0
		Summons & Complaint	Mirtha Cernachavez & "John/Jane Doe" Cernachavez	206 W. Pecan Street Payson, AZ 85541	206 W. Pecan Street Payson, AZ 85541	$16.00			1
11/3/2010		2010CV836-UN	Payson Regional Medical Center	Marc E. Furry		$32.00	#213037	Payson Regional Justice Court	0
		Summons & Complaint	Marc E. Furry & "John/Jane Doe" Furry	202 Edelweiss Circle Payson, AZ 85541		$32.00			0
11/3/2010		2010CV836-UN	Payson Regional Medical Center	"Jane Doe" Furry		$16.00	#213037	Payson Regional Justice Court	0
		Summons & Complaint	Marc E. Furry & "John/Jane Doe" Furry	202 Eidelweiss Circle Payson, AZ 85541		$16.00			0
11/5/2010	11/8/2010	FC2010-006674	Stephanie Gibson	James Edward Gibson	James Edward Gibson	$66.00	9175702708/295758	Maricopa County Superior Court	0
		Petition For Dissolution Of Marriage-w/Minor Children (Divorce)	James Edward Gibson	801 E. Frontier Street, #55 Payson, AZ 85541	1205 N. McLane Payson, AZ 85541	$66.00			1
11/5/2010	11/8/2010	DO2005-163	Krystal Ann Daniels	Krystal Ann Daniels	Krystal Ann Daniels	$48.00	#295759	Apache County Superior Court	0
		Petition To Modify Child Custody, Parenting Time & Child Support	Alan Wayne Daniels	410 W. Main Street Payson, AZ 85541	SmartStyle Salon WalMart 300 N. Beeline Highway Payson, AZ 85541	$48.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/5/2010	11/5/2010	5 Day Rental Notice	Rick Docekal	Terry Surma Hilger	Terry Surma Hilger	$32.00	#R202269470 634	N/A	0
		5 Day Notice To Pay Rent	Terry Surma Hilger	1306 W. Fort McDonald Circle Payson, AZ 85541	1306 W. Fort McDonald Circle Payson, AZ 85541	$32.00			1
11/5/2010	11/9/2010	CV2010-159	Victor Padilla And Sandra Padilla	William R. Kirk	Sonja F. Kirk	$96.00	#7385	Apache County Superior Court	0
		Summons & Complaint	William R. Kirk And Jane Doe Kirk	534 McClellan Drive Tonto Basin, AZ 85553	534 McClellan Drive Tonto Basin, AZ 85553	$96.00			2
11/8/2010	11/18/2010	2010CV888-SC	Nancy C. Edwards	Debra Bayer St Ledger	Debra Bayer St Ledger	$32.00	#5297/295760	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Debra Bayer St Ledger	704 W. Colt Drive Payson, AZ 85541	704 W. Colt Drive Payson, AZ 85541	$32.00			3
11/8/2010	11/10/2010	DO2010-00396	Juan Gabriel Molina-Lopez	Arlene Tsosie	Arlene Tsosie	$32.00	#295761	Gila County Superior Court	0
		Order To Appear	Arlene Tsosie	110 E. Aero Drive, #3 Payson, AZ 85541	110 E. Aero Drive, #3 Payson, AZ 85541	$32.00			0
11/8/2010	11/16/2010	2010CV861-UN	Payson Regional Medical Center	Brandon Warren, Sr.	Brandon Warren, Sr.	$32.00	#213717	Payson Regional Justice Court	0
		Summons & Complaint	Brandon Warren, Sr. & Rebecca Warren	327 W. Roundup Road Payson, AZ 85541	Payson Welding 113 E. Cedar Lane Payson, AZ 85541	$32.00			1
11/8/2010	11/16/2010	2010CV861-UN	Payson Regional Medical Center	Rebecca Warren	Rebecca Warren	$32.00	#213717	Payson Regional Justice Court	0
		Summons & Complaint	Brandon Warren, Sr. & Rebecca Warren	327 W. Roundup Road Payson, AZ 85541	327 W. Roundup Road Payson, AZ 85541	$16.00			1
11/8/2010	11/18/2010	2010CV862-OV	Portfolio Recovery Associates, LLC	Anna L. Ramirez	Sergio Madrid	$32.00	#213716	Payson Regional Justice Court	0
		Summons & Complaint	Anna L. Ramirez & "John/Jane Doe" Ramirez	1010 W. Bridle Path Lane Payson, AZ 85541	1010 W. Bridle Path Lane Payson, AZ 85541	$32.00			2
11/8/2010	11/18/2010	2010CV862-OV	Portfolio Recovery Associates, LLC	Manuel Madrid Ramirez	Sergio Madrid	$16.00	#213718	Payson Regional Justice Court	0
		Summons & Complaint	Anna L. Ramirez & "John/Jane Doe" Ramirez	1010 W. Bridle Path Lane Payson, AZ 85541	1010 W. Bridle Path Lane Payson, AZ 85541	$16.00			2
11/8/2010	11/16/2010	2010CV405-OV	Payson Regional Medical Center	Payson Care Center, garnishee c/o Ulus Jordan	Payson Care Center, garnishee c/o Ulus Jordan	$61.00	214875	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Sally Andren & Carl Andren	107 E. Lone Pine Drive Payson, AZ 85541	107 E. Lone Pine Drive Payson, AZ 85541	$61.00			1
11/8/2010	11/10/2010	2010CV889-FD	George Matson & Oleta Matson	Steven Rendondo	Steven Rendondo	$38.00	#295762	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Steven Rendondo	1015 S. Ash Street Payson, AZ 85541	1015 S. Ash Street Payson, AZ 85541	$38.00			1
11/9/2010	11/29/2010	2010CV847-UN	Advantage Assets II, Inc.	Lora Henning	Lora Henning	$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Lora Henning & "J. Doe" Henning	713 W. Sherwood Drive Payson, AZ 85541	713 W. Sherwood Drive Payson, AZ 85541	$0.00			3
11/9/2010	11/29/2010	2010CV847-UN	Advantage Assets II, Inc.	Mark E. Henning	Lora Henning	$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Lora Henning & "J. Doe" Henning	713 W. Sherwood Drive Payson, AZ 85541	713 W. Sherwood Drive Payson, AZ 85541	$0.00			3

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11/9/2010	11/18/2010	2010CV859-OV	Security Credit Services, LLC	Aurelia Myers	Aurelia Myers	$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Aurelia Myers & "J. Doe" Myers	918 W. Madera Lane Payson, AZ 85541	918 W. Madera Lane Payson, AZ 85541	$0.00			2
11/9/2010	11/18/2010	2010CV859-OV	Security Credit Services, LLC	"J. Doe" Myers	Unserved	$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Aurelia Myers & "J. Doe" Myers	918 W. Madera Lane Payson, AZ 85541		$0.00			2
11/9/2010	11/18/2010	2010CV843-UN	Capital One Bank (USA), N.A.	Victoria L. Scott	Victoria L. Scott	$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Victoria L. Scott & "John Doe" Scott	810 E. Park Drive Payson, AZ 85541	810 E. Park Drive Payson, AZ 85541	$0.00			1
11/9/2010	11/18/2010	2010CV843-UN	Capital One Bank (USA), N.A.	"J. Doe" Scott	Unserved	$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Victoria L. Scott & "John Doe" Scott	810 E. Park Drive Payson, AZ 85541		$0.00			1
11/9/2010	11/18/2010	2010CV845-OV	GE Money Bank	Christopher Johan	Unserved	$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Christopher Johan & "J. Doe" Johan	1014 S. Sycamore Street Payson, AZ 85541		$0.00			3
11/9/2010	11/18/2010	2010CV845-OV	GE Money Bank	"J. Doe" Johan	Unserved	$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Christopher Johan & "J. Doe" Johan	1014 S. Sycamore Street Payson, AZ 85541		$0.00			3
11/9/2010	11/16/2010	2010CV860-OV	Capital One Bank (USA), N.A.	Lynn S. Ahlman	Lynn S. Ahlman	$88.00		Payson Regional Justice Court	0
		Summons & Complaint	Lynn S. Ahlman & "J. Doe" Ahlman	316 S. Hohokam Lane Tonto Basin, AZ 85553	Picture Mountain RV Park, #57 198 E. Park Way Drive Tonto Basin, AZ 85553	$0.00			2
11/9/2010	11/16/2010	2010CV860-OV	Capital One Bank (USA), N.A.	"J. Doe" Ahlman	Unserved	$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Lynn S. Ahlman & "J. Doe" Ahlman	316 S. Hohokam Lane Tonto Basin, AZ 85553		$0.00			1
11/9/2010	11/16/2010	CV2010-00404	Capital One Bank (USA), N.A.	Daniel C. Young	Daniel C. Young	$32.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Daniel C. Young & "J. Doe" Young	1013 N. Monarch Drive Payson, AZ 85541	1013 N. Monarch Drive Payson, AZ 85541	$0.00			1
11/9/2010	11/16/2010	CC2010-00404	Capital One Bank (USA), N.A.	"J. Doe" Young	Unserved	$16.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Daniel C. Young & "J. Doe" Young	1013 N. Monarch Drive Payson, AZ 85541		$0.00			1
11/9/2010	11/10/2010	2010CV891-HA	Sherry Ray	Samantha Devoid	John Devoid	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Samantha Devoid	190 Cornerstone Way, #3 Star Valley, AZ 85541	190 Cornerstone Way, #3 Star Valley, AZ 85541	$0.00			1
11/9/2010	11/10/2010	2010CV892-HA	Sherry Ray	John Devoid	John Devoid	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	John Devoid	190 Cornerstone Way, #3 Star Valley, AZ 85541	190 Cornerstone Way, #3 Star Valley, AZ 85541	$0.00			1

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11/9/2010	11/10/2010	2010CV893-HA	Sherry Ray	William Mosley	William Mosley	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	William Mosley	190 Cornerstone Way, #3 Star Valley, AZ 85541	190 Cornerstone Way, #3 Star Valley, AZ 85541	$0.00			1
11/10/2010	11/10/2010	DO2010-00381	Sara Ann Fleischaker	Sara Ann Fleischaker	Sara Ann Fleischaker	$32.00	#295763	Gila County Superior Court	0
		Response To Petition For Dissolution Of A Non-Covenant Marriage w/Minor Children	Jerald Nicholas Fleischaker	613 W. Randall Lane Payson, AZ 85541	140 E. Highway 260 Payson, AZ 85541	$32.00			1
11/10/2010	11/18/2010	2010CV894-SC	Central Arizona Pump, LLC	Kelly Ann Sterling	Kelly Ann Sterling	$32.00	#6506	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Kelly Ann Sterling	Kelly's Saloon 3698 E. Highway 260 Star Valley, AZ 85541	Kelly's Saloon 3698 E. Highway 260 Star Valley, AZ 85541	$32.00			1
11/10/2010	11/16/2010	CV2009-0534	Taylor Park Meadows Associates, LP	Apex Land Surveying, Inc., c/o Dennis T. Omoto, Esq., Statutory Agent	Dennis T. Omoto, PLC, c/o Tammy Chaney , Office Manager	$32.00	#5109	Navajo County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Danco Builders dba Dan Johnson Construction	1107 N. Beeline Highway, #B Payson, AZ 85541	1007 N. Beeline Highway Payson, AZ 85541	$32.00			2
11/12/2010	11/13/2010	2010CV896-HA	John Devoid	Sherry Ray	Sherry Ray	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Sherry Ray	190 Cornerstone Way, #1 Star Valley, AZ 85541	190 Cornerstone Way, #1 Star Valley, AZ 85541	$0.00			1
11/12/2010	11/13/2010	2010CV897-HA	Karen Kohlin	Sherry Ray	Sherry Ray	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Sherry Ray	190 Cornerstone Way, #1 Star Valley, AZ 85541	190 Cornerstone Way, #1 Star Valley, AZ 85541	$0.00			1
11/15/2010	11/15/2010	2010CV906-HA	Carly Alexander	Emily Morton	Emily Morton	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Emily Morton	803 W. Longhorn Road, #3 Payson, AZ 85541	803 W. Longhorn Road, #3 Payson, AZ 85541	$0.00			1
11/15/2010	11/18/2010	2010CV898-SC	Richard S. Kutz	Cynthia Ann Spicer	Cynthia Ann Spicer	$32.00	#1400/295764	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Cynthia Ann Spicer	502 E. Luke Drive Payson, AZ 85541	502 E. Luke Drive Payson, AZ 85541	$32.00			2
11/15/2010	11/16/2010	2009CV816-UN	Capital One Bank (USA), N.A.	Wells Fargo Bank, N.A., garnishee	Wells Fargo Bank, N.A., garnishee c/o Nancy Farnham, Service Manager	$61.00	#14589	Payson Regional Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Adam Jacquez	115 E. Highway 260 Payson, AZ 85541	115 E. Highway 260 Payson, AZ 85541	$61.00			1
11/15/2010	11/15/2010	2010CV907-FD	Star Valley Motel & RV Park/ Roy Haught	Debbie Fickel & Mark Isit	Mark Isit	$38.00	#4039/295765	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Debbie Fickel & Mark Isit	8095 W. Barranca Road Mesa Del Payson, AZ 85541	8095 W. Barranca Road Payson, AZ 85541	$38.00			1
11/15/2010	11/15/2010	2010CV908-FD	Ponderosa Glen MHP, Roy Haught	Scott Egan & Heather Egan	Scott Egan, Jr.	$38.00	#4040/295766	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Scott Egan & Heather Egan	190 N. Cornerstone Way, #14 Star Valley, AZ 85541	190 N. Cornerstone Way, #14 Star Valley, AZ 85541	$38.00			1
11/15/2010	11/15/2010	2010CV909-FD	Diana L. Baker	Mike Dale Prator	Mike Dale Prator	$38.00	#6759/295767	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Mike Dale Prator	Kachina Doll Trailer Park 1001 S. Goodfellow Road, #4 Payson, AZ 85541	Kachina Doll Trailer Park 1001 S. Goodfellow Road, #4 Payson, AZ 85541	$38.00			1

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11/16/2010	11/18/2010	N/A	Destiny Bindgen	Payson Unified School District #10, Casey O'Brien, Superintendent	Payson Unified School District #10, Casey O'Brien, Superintendent	$32.00	#1408	N/A	0
		Notice of Claim	Payson Unified School District #10	902 W. Main Street Payson, AZ 85541	902 W. Main Street Payson, AZ 85541	$32.00			1
11/16/2010	11/23/2010	N/A	Destiny Bindgen	Payson Unified School District #10, Karen Hatch, Secretary to Governing Board	Payson Unified School District #10, Karen Hatch, Secretary to Governing Board	$32.00	#1408	N/A	0
		Notice of Claim	Payson Unified School District #10	902 W. Main Street Payson, AZ 85541	902 W. Main Street Payson, AZ 85541	$32.00			1
11/16/2010	11/18/2010	N/A	Destiny Bindgen	Payson Unified School District #10, Rory Huff, President of Governing Board	Payson Unified School District #10, Rory Huff, President of Governing Board	$32.00	#1408	N/A	0
		Notice of Claim	Payson Unified School District #10	c/o ERA-Young Realty 424 S. Beeline Highway Payson, AZ 85541	c/o ERA-Young Realty 424 S. Beeline Highway Payson, AZ 85541	$32.00			1
11/18/2010	11/19/2010	2009CI12243	Brenham Meteorite, Ltd., et al	Marvin Killgore	Marvin Killgore	$32.00	#10905	166th Judical District, District Court, Bexar County, Texas	0
		Notice Of Deposition	Steven K. Arnold	Southwest Meteorite Laboratory 202 S. Clark Road, #8 Payson, AZ 85541	Southwest Meteorite Laboratory 202 S. Clark Road, #8 Payson, AZ 85541	$32.00			1
11/18/2010	11/19/2010	CV2004-0310	Frank Walter Fruitman, et al	Steven Beckwith	Steven Beckwith	$48.00	#103155	Gila County Superior Court	0
		Subpoena; Notice Of Deposition	Payson No. I, Inc., dba, Manzanita Skilled Nursing & Rehabilitation Center, et al	515 W. Johnson Drive Payson, AZ 85541	515 W. Johnson Drive Payson, AZ 85541	$48.00			2
11/18/2010	11/19/2010	CV2004-0310	Frank Walter Fruitman, et al	Robin Spidle	Robin Spidle	$48.00	#103155	Gila County Superior Court	0
		Subpoena; Notice Of Deposition	Payson No. I, Inc., dba, Manzanita Skilled Nursing & Rehabilitation Center, et al	Hospice Compassus 511 S. Mud Springs Road Payson, AZ 85541	Hospice Compassus 511 S. Mud Springs Road Payson, AZ 85541	$48.00			1
11/18/2010	11/22/2010	CV2004-0310	Frank Walter Fruitman, et al	Donna Pettet	Unserved	$48.00	#103155	Gila County Superior Court	0
		Subpoena; Notice Of Deposition	Payson No. I, Inc., dba, Manzanita Skilled Nursing & Rehabilitation Center, et al	2702 W. Nicklaus Drive Payson, AZ 85541		$48.00			3
11/18/2010	11/24/2010	2010CV879-UN	Payson Regional Medical Center	Brenda Orr	Brenda Orr	$32.00	#214649	Payson Regional Justice Court	0
		Summons & Complaint	Brenda Orr & "John/Jane Doe" Orr	404 W. Bridle Path Lane Payson, AZ 85541	404 W. Bridle Path Lane Payson, AZ 85541	$32.00			2
11/18/2010	11/24/2010	2010CV879-UN	Payson Regional Medical Center	"John Doe" Orr	Unserved	$16.00	#214649	Payson Regional Justice Court	0
		Summons & Complaint	Brenda Orr & "John/Jane Doe" Orr	404 W. Bridle Path Lane Payson, AZ 85541		$16.00			2

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11/18/2010	11/29/2010	2010CV885-UN	LVNV Funding, LLC	Joshua LaManna	Joshua LaManna	$32.00	#214541	Payson Regional Justice Court	0
		Summons & Complaint	Joshua C. LaManna & "Jane Doe" LaManna	402 W. Summit Street Payson, AZ 85541	402 W. Summit Street Payson, AZ 85541	$32.00			2
11/18/2010	11/29/2010	2010CV885-UN	LVNV Funding, LLC	Deirdre LaManna	Joshua LaManna	$16.00	#214541	Payson Regional Justice Court	0
		Summons & Complaint	Joshua C. LaManna & "Jane Doe" LaManna	402 W. Summit Street Payson, AZ 85541	402 W. Summit Street Payson, AZ 85541	$16.00			2
11/18/2010	11/22/2010	2010CV881-UN	Capital One Bank (USA), N.A.	Marjorie Figueroa	Edward L. Figueroa	$52.00		Payson Regional Justice Court	0
		Summons & Complaint	Marjorie Figueroa & "J. Doe" Figueroa	6577 W. Pine Cone Trail Pine, AZ 85544	6577 W. Pine Cone Trail Pine, AZ 85544	$0.00			2
11/18/2010	11/22/2010	2010CV881-UN	Capital One Bank (USA), N.A.	Edward L. Figueroa	Edward L. Figueroa	$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Marjorie Figueroa & "J. Doe" Figueroa	6577 W. Pine Cone Trail Pine, AZ 85544	6577 W. Pine Cone Trail Pine, AZ 85544	$0.00			2
11/18/2010	11/22/2010	2010CV882-OV	Capital One Bank (USA), N.A.	Jerry E. Shilts	Mary French	$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Jerry E. Shilts & "J. Doe" Shilts	807 E. Bridle Path Lane Payson, AZ 85541	807 E. Bridle Path Lane Payson, AZ 85541	$0.00			1
11/18/2010	11/22/2010	2010CV882-OV	Capital One Bank (USA), N.A.	Susan E. Shilts	Mary French	$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Jerry E. Shilts & "J. Doe" Shilts	807 W. Bridle Path Lane Payson, AZ 85541	807 E. Bridle Path Lane Payson, AZ 85541	$0.00			1
11/18/2010	11/30/2010	2010CV883-OV	Capital One Bank (USA), N.A.	Elaine I. Koch	Elaine I. Koch	$52.00		Payson Regional Justice Court	0
		Summons & Complaint	Elaine I. Koch & 'J. Doe" Koch	5766 W. Kuvasz Court Pine, AZ 85544	5766 W. Kuvasz Court Pine, AZ 85544	$0.00			2
11/18/2010	11/30/2010	2010CV883-OV	Capital One Bank (USA), N.A.	Del R. Koch	Del R. Koch	$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Elaine I. Koch & 'J. Doe" Koch	5766 W. Kuvasz Court Pine, AZ 85544	5766 W. Kuvasz Court Pine, AZ 85544	$0.00			2
11/19/2010	11/19/2010	2010CV919-FD	Diana L. Baker	Evette Cobb & Noah Perez	Posted-front door	$38.00	#6767/295769	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Evette Cobb & Noah Perez	313 W. Aero Payson, AZ 85541	313 W. Aero Payson, AZ 85541	$38.00			1
11/19/2010	11/19/2010	GC2010-00065	In the Matter of the Guardianship & Conservatorship of, Carol Banozich aka Carol Iles	Carol Banozich, (aka Iles)	Carol Banozich, (aka Iles)	$48.00	#4215	Gila County Superior Court	0
		Petition For Appointment of Co-Guardians & Co-Conservators		c/o Powell House 806 W. Longhorn Road Payson, AZ 85541	c/o Powell House 806 W. Longhorn Road Payson, AZ 85541	$48.00			1
11/23/2010	11/23/2010	CV2010-00431	Aurora Loan Services, Inc.	Leslie C. Pritchard & "Jane Does" I-X & "John Does" I-X	Brenda Romero	$38.00	#5830	Gila County Superior Court	0
		Summons & Complaint-Forcible Detainer	Leslie C. Pritchard & "Jane Does" I-X & "John Does" I-X	335 W. Mary Patricia Drive East Verde Park Payson, AZ 85541	335 W. Mary Patricia Drive East Verde Park Payson, AZ 85541	$38.00			1

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11/23/2010	11/23/2010	2010CV577-OV	Payson Regional Medical Center	Compassion Care Management Services, Inc., garnishee c/o Harvey Pelovsky	Compassion Care Management Services, Inc., garnishee, c/o, Russell Goddard, Administrator	$61.00	#215776	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Pauline E. Moore & Wesley Moore	807 W. Longhorn Road Payson, AZ 85541	807 W. Longhorn Road Payson, AZ 85541	$61.00			1
11/24/2010		2010CV901-UN	Capital One Bank (USA), N.A.	Victoria L. Scott		$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Victoria L. Scott & "John Doe" Scott	810 E. Park Drive Payson, AZ 85541		$0.00			0
11/24/2010		2010CV901-UN	Capital One Bank (USA), N.A.	"J. Doe" Scott		$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Victoria L. Scott & "John Doe" Scott	810 E. Park Drive Payson, AZ 85541		$0.00			0
11/24/2010		2010CV914-UN	Capital One Bank (USA), N.A.	Danny L. Rackley		$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Danny L. Rackley & "J. Doe" Rackley	107 S. Lakeshore Road Payson, AZ 85541		$0.00			0
11/24/2010		2010CV914-UN	Capital One Bank (USA), N.A.	Vickie R. Rackley		$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Danny L. Rackley & "J. Doe" Rackley	107 S. Lakeshore Road Payson, AZ 85541		$0.00			0
11/24/2010		2010CV913-OV	FIA Card Services, N.A.	Donna M. Gonzales Gregg		$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Donna M. Gonzales Gregg & "J. Doe" Gregg	612 N. Snead Drive Payson, AZ 85541		$0.00			0
11/24/2010		2010CV913-OV	FIA Card Services, N.A.	Eric Gregg		$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Donna M. Gonzales Gregg & "J. Doe" Gregg	612 N. Snead Drive Payson, AZ 85541		$0.00			0
11/24/2010		2010CV916-OV	Capital One Bank (USA), N.A.	Jacquelin M. Bohnsack		$52.00		Payson Regional Justice Court	0
		Summons & Complaint	Jacquelin M. Bohnsack & "J. Doe" Bohnsack	3749 Bloody Basin Pine, AZ 85544		$0.00			0
11/24/2010		2010CV916-OV	Capital One Bank (USA), N.A.	"J. Doe" Bohnsack		$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Jacquelin M. Bohnsack & "J. Doe" Bohnsack	3749 Bloody Basin Pine, AZ 85544		$0.00			0
11/24/2010		2010CV903-OV	LVNV Funding, LLC	Tony F. Azevedo		$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Tony F. Azevedo & "Jane Doe" Azevedo	808 E. Wagon Wheel Circle Payson, AZ 85541		$0.00			0
11/24/2010		2010CV903-OV	LVNV Funding, LLC	"J. Doe" Azevedo		$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Tony F. Azevedo & "Jane Doe" Azevedo	808 E. Wagon Wheel Circle Payson, AZ 85541		$0.00			0

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11/24/2010		2010CV902-OV	Discover Bank	Paul R. Pfeifer		$36.00		Payson Regional Justice Court	0
		Summons & Complaint	Paul Pfeifer & "J. Doe" Pfeifer	297 Patriot Drive Freedom Acres Payson, AZ 85541		$0.00			0
11/24/2010		2010CV902-OV	Discover Bank	"J. Doe" Pfeifer		$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Paul Pfeifer & "J. Doe" Pfeifer	297 Patriot Drive Freedom Acres Payson, AZ 85541		$0.00			0
11/24/2010		2010CV915-UN	Capital One Bank (USA), N.A.	Trinity A. Branch		$32.00		Payson Regional Justice Court	0
		Summons & Complaint	Trinity A. Branch & "J. Doe" Branch	111 N. Parkwood Lane Payson, AZ 85541		$0.00			0
11/24/2010		2010CV915-UN	Capital One Bank (USA), N.A.	"J. Doe" Branch		$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Trinity A. Branch & "J. Doe" Branch	111 N. Parkwood Lane Payson, AZ 85541		$0.00			0
11/24/2010		2010CV900-OV	Main Street Acquisition Corp.	Theo Spurlock		$59.20		Payson Regional Justice Court	0
		Summons & Complaint	Theo Spurlock & "J. Doe" Spurlock	9161 W. Tonto Rim Drive Strawberry, AZ 85544		$0.00			0
11/24/2010		2010CV900-OV	Main Street Acquisition Corp.	"J. Doe" Spurlock		$16.00		Payson Regional Justice Court	0
		Summons & Complaint	Theo Spurlock & "J. Doe" Spurlock	9161 W. Tonto Rim Drive Strawberry, AZ 85544		$0.00			0
11/24/2010		2010CV905-UN	Chaparral Pines Community Association	Edward C. Feyerisen		$32.00	#5138	Payson Regional Justice Court	0
		Summons & Complaint	Edward C. Feyerisen & Roberta A. Feyerisen	2000 E. Yellowbell Lane Payson, AZ 85541		$32.00			0
11/24/2010		2010CV905-UN	Chaparral Pines Community Association	Roberta A. Feyerisen		$16.00	#5138	Payson Regional Justice Court	0
		Summons & Complaint	Edward C. Feyerisen & Roberta A. Feyerisen	2000 E. Yellowbell Lane Payson, AZ 85541		$16.00			0
11/24/2010		2010CV472-UN	The Rim Golf Club Community Association	Edward Jim		$32.00	#5138	Payson Regional Justice Court	0
		Summons & Complaint	Edward Jim	906 S. Beeline Highway Payson, AZ 85541		$32.00			0
11/24/2010	11/29/2010	2010CV925-HA	Cassie Sherrie Elizabeth Barnes	Steffany Sinon	Steffany Sinon	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Steffany Sinon	Maurnez Apartments 110 W. Airport Road, #5 Payson, AZ 85541	Maurnez Apartments 110 W. Airport Road, #5 Payson, AZ 85541	$0.00			1
11/29/2010		2009CV746-SC	Marc Apps	Marc Apps		$32.00	#430561590	Payson Regional Justice Court	0
		Motion	Prosper Law Corporation	2102 E. Feather Plume Lane Payson, AZ 85541		$32.00			0

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/29/2010		2010CV819-UN	Payson Regional Medical Center	Sam's Accuracy Plumbing, LLC, garnishee, c/o Samuel Christenson		$61.00	#216441	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Samuel D. Christenson	105 N. Heritage Lane Payson, AZ 85541		$61.00			0
11/30/2010	11/30/2010	2010CV931-FD	Robert Russo	Robert North & Tammy North; Amanda Boyce	Robert North	$58.00	#295771	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Robert North & Tammy North; Amanda Boyce	3816 W. Ellison Pine, AZ 85544	3816 W. Ellison Pine, AZ 85544	$58.00			1
11/30/2010	11/30/2010	2010CV932-IAWH	Payson Regional Medical Center	Samuel Lester Garrels	Samuel Lester Garrels	$32.00	#295772	Payson Regional Justice Court	0
		Injunction Against Workplace Harassment	Samuel Lester Garrels	Star Valley MHP 3448 E. Highway 260 Star Valley, AZ 85541	Star Valley MHP 3448 E. Highway 260 Star Valley, AZ 85541	$32.00			1

PAYSON REGIONAL CONSTABLE

Sam H. Brewer
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844

Date: 12/1/2010

ITEMIZED SERVICES by DATE RECEIVED

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/1/2010	11/1/2010	P1300DO201001011	Charlene Rose Macbeth	Anthony John Rossow	Anthony John Rossow	$0.00		Yavapai County Superior Court	0
		Order Of Protection	Anthony John Rossow	Garvin's RV Park, #13 Highway 87 Rye, AZ 85541	Giant Gas Station 701 E. Highway 260 Payson, AZ 85541	$0.00			2
11/2/2010	11/3/2010	DO2010-00395	Jaimee Kah Hilgendorf	Eric Hilgendorf	Eric Hilgendorf	$0.00		Gila County Superior Court	0
		Order Of Protection	Eric Hilgendorf	2502 W. Bulla Drive Payson, AZ 85541	5300 Block of Bear Flats Road Bear Flats Payson, AZ 85541	$0.00			3
11/2/2010	11/5/2010	2010CR507	State of Arizona	Shawn Dale Cromwell	Shawn Dale Cromwell	$0.00		Gila County Superior Court	0
		Summons	Shawn Dale Cromwell	348 Emerald Way Round Valley Payson, AZ 85541	348 Emerald Way Round Valley Payson, AZ 85541	$0.00			1
11/2/2010	11/5/2010	2007JV128; Petition 2010-1,-2	State of Arizona	Levi Lake, minor c/o Jacqueline Lake & Mitchell Vezzetti, parents	Jacqueline Lake	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Levi Lake	2703 W. Nicklaus Drive Payson, AZ 85541	2703 W. Nicklaus Payson, AZ 85541	$0.00			1
11/3/2010	11/9/2010	2010CR12142	State of Arizona	Pamela Newman	Pamela Newman	$0.00		Payson Magistrate Court	0
		Order To Show Cause	Pamela Newman	110 W. Airport Road, #2 Payson, AZ 85541	110 W. Airport Road, #2 Payson, AZ 85541	$0.00			2
11/3/2010	11/5/2010	2010CR000469	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Larry Hinds	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/4/2010	11/8/2010	2009-581	State of Arizona	Payson Police Department, Ofc. D. Faust	PPD Dispatch	$0.00		Gila County Superior Court	0
		Subpoena	Michael Thomas Reardon, Jr.	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/4/2010	11/8/2010	2009-581	State of Arizona	Payson Police Department, Detective M. Varga	PPD Dispatch	$0.00		Gila County Superior Court	0
		Subpoena	Michael Thomas Reardon, Jr.	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/4/2010	11/8/2010	2009-655	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Dispatch	$0.00		Gila County Superior Court	0
		Subpoena	Peter Brian Kenna	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/4/2010	11/5/2010	2009-655	State of Arizona	Gila County Narcotics Task Force, Det. R.A. McDaniel	GCSO Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	Peter Brian Kenna	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/4/2010	11/5/2010	2009-655	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	GCSO Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	Peter Brian Kenna	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/4/2010	11/8/2010	2009-655	State of Arizona	Payson Police Department, Ofc. Michael McAnerny	PPD Dispatch	$0.00		Gila County Superior Court	0
		Subpoena	Peter Brian Kenna	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/4/2010	11/8/2010	2009-655	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Dispatch	$0.00		Gila County Superior Court	0
		Subpoena	Peter Brian Kenna	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/4/2010	11/8/2010	10TR012775	State of Arizona	Audrey Houser	Audrey Houser	$0.00		Payson Magistrate Court	0
		Subpoena	Isaias Christenson	607 S. Beeline Highway, #24 Payson, AZ 85541	607 S. Beeline Highway, #24 Payson, AZ 85541	$0.00			2
11/4/2010	11/8/2010	2010TR012775	State of Arizona	Ray Houser	Ray Houser	$0.00		Payson Magistrate Court	0
		Subpoena	Isaias Christenson	607 S. Beeline Highway, #24 Payson, AZ 85541	607 S. Beeline Highway, #24 Payson, AZ 85541	$0.00			2
11/5/2010	11/8/2010	2010TR012865	State of Arizona	Victor James Agnes	Harlan W. Green, Esq.	$0.00		Payson Magistrate Court	0
		Summons	Victor James Agnes	814 N. Beeline Highway Payson, AZ 85541	814 N. Beeline Highway, #L Payson, AZ 85541	$0.00			1
11/5/2010	11/8/2010	2010TR012868	State of Arizona	Peter Jack Hillgren	Peter Jack Hillgren	$0.00		Payson Magistrate Court	0
		Summons	Peter Jack Hillgren	1403 N. Woodland Drive, #A Payson, AZ 85541	1403 N. Woodland Drive, #A Payson, AZ 85541	$0.00			1
11/5/2010	11/17/2010	2010TR012867	State of Arizona	Ricardo Talley	Unserved	$0.00		Payson Magistrate Court	0
		Summons	Ricardo Talley	1303 N. Woodland Drive Payson, AZ 85541		$0.00			2
11/8/2010	11/10/2010	2010CR000450	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Jonathon Ingersoll	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/8/2010	11/10/2010	2006JV140; Petition 2010-2	State of Arizona	Colton Cheyenne White, minor c/o Mark White & Roberta White, parents	Roberta White	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Colton Cheyenne White	110 W. Airport Road, #18 Payson, AZ 85541	110 W. Airport Road, #18 Payson, AZ 85541	$0.00			2
11/9/2010	11/17/2010	2010JV00128;Petition 2010-1	State of Arizona	Kenneth Tyler Carver, minor c/o Michelle Wood & Kenneth Carver, parents	Michelle Wood	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Kenneth Tyler Carver	73 S. Cabin Lane Young, AZ 85554	Junction U.S.F.S. Road 200 & 512 Road Young, AZ 85554	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/9/2010	11/10/2010	2010JV00130; Petition 2010-1	State of Arizona	Cassandra Renee Marshall, minor c/o Molly R. Marshall, mother	Molly R. Marshall	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Cassandra Renee Marshall	150 Rice Road Tonto Basin, AZ 85553	150 Rice Road Tonto Basin, AZ 85553	$0.00			1
11/9/2010	11/15/2010	2010cr000563	State of Arizona	Bobby Shellen Padilla	Bobby Shellen Padilla	$0.00		Payson Regional Justice Court	0
		Summons	Bobby Shellen Padilla	404 S. Colcord Road Payson, AZ 85541	404 S. Colcord Road Payson, AZ 85541	$0.00			2
11/9/2010	11/15/2010	2010CR000564	State of Arizona	Kathleen Louise Crane	Audrey Crane	$0.00		Payson Regional Justice Court	0
		Summons	Kathleen Louise Crane	1110 N. Monte Rosa Lane Payson, AZ 85541	1110 N. Monte Rosa Lane Payson, AZ 85541	$0.00			1
11/9/2010	11/10/2010	2010CR000561	State of Arizona	Alfredda Brewer	Alfredda Brewer	$0.00		Payson Regional Justice Court	0
		Summons	Alfredda Brewer	300 W. Saddle Lane Payson, AZ 85541	300 W. Saddle Lane Payson, AZ 85541	$0.00			1
11/9/2010	11/10/2010	2010CR000560	State of Arizona	Alfredda Brewer	Alfredda Brewer	$0.00		Payson Regional Justice Court	0
		Summons	Alfredda Brewer	300 W. Saddle Lane Payson, AZ 85541	300 W. Saddle Lane Payson, AZ 85541	$0.00			1
11/9/2010	11/15/2010	2010CR000559	State of Arizona	Rachel Tilley	Alecia Starkey	$0.00		Payson Regional Justice Court	0
		Summons	Rachel Tilley	211 S. Ponderosa Street, #4 Payson, AZ 85541	905 S. McLane, #29 Payson, AZ 85541	$0.00			2
11/9/2010	11/29/2010	2010CR000558	State of Arizona	Taylor H. Cooley	Taylor H. Cooley	$0.00		Payson Regional Justice Court	0
		Summons	Taylor H. Cooley	301 W. Bonita, #7 Payson, AZ 85541	Coury Ford Star Valley, AZ 85541	$0.00			2
11/9/2010	11/19/2010	2010CR00557	State of Arizona	Anthony Horbatiuk	Anthony Horbatiuk	$0.00		Payson Regional Justice Court	0
		Summons	Anthony Horbatiuk	212 W. Forest Drive Payson, AZ 85541	813 W. Overland Payson, AZ 85541	$0.00			3
11/15/2010	11/29/2010	2010CR000571	State of Arizona	Benjamin William-Kenneth Wilson	Unserved	$0.00		Payson Regional Justice Court	0
		Summons	Benjamin William-Kenneth Wilson	301 N. Beeline Highway, #9 Payson, AZ 85541		$0.00			4
11/16/2010	11/19/2010	CR2010-596	State of Arizona	Jason Edward Sylvester	Unserved	$0.00		Gila County Superior Court	0
		Summons	Jason Edward Sylvester	811 W. Cherry Payson, AZ 85541		$0.00			3
11/17/2010	11/17/2010	2010CV918-DV	Coran Pewo	Yanaka Pewo	Yanaka Pewo	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Yanaka Pewo	105 E. Main Street, #213 Payson, AZ 85541	105 E. Main Street, #213 Payson, AZ 85541	$0.00			1
11/18/2010	11/30/2010	CR2010-0399	State of Arizona	Lori Rulle	Unserved	$0.00		Gila County Superior Court	0
		Notice Of Hearing	James Lee Stout	388 N. Valley Road Star Valley, AZ 85541		$0.00			4
11/19/2010	11/23/2010	2010CR349	State of Arizona	James S. Elder, Jr.	James S. Elder, Jr.	$0.00		Payson Regional Justice Court	0
		Subpoena	James Irwin Bobacher	399 Tatum Boulevard Gisela, AZ 85541	200 N. Gisela Road Gisela, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/19/2010	11/23/2010	2010CR348	State of Arizona	James S. Elder, Jr.	James S. Elder, Jr.	$0.00		Payson Regional Justice Court	0
		Subpoena	Leslie Chanin Budai	399 Tatum Boulevard Gisela, AZ 85541	200 N. Gisela Road Gisela, AZ 85541	$0.00			1
11/19/2010	11/23/2010	2010CR348	State of Arizona	Deborah L. Elder	Deborah L. Elder	$0.00		Payson Regional Justice Court	0
		Subpoena	Leslie Chanin Budai	399 S. Tatum Trail Gisela, AZ 85541	200 N. Gisela Road Gisela, AZ 85541	$0.00			1
11/19/2010	11/23/2010	2010CR349	State of Arizona	Deborah L. Elder	Deborah L. Elder	$0.00		Payson Regional Justice Court	0
		Subpoena	James Irwin Bobacher	399 S. Tatum Trail Gisela, AZ 85541	200 N. Gisela Road Gisela, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010CR348	State of Arizona	Kerneth Brandt	Kerneth Brandt	$0.00		Payson Regional Justice Court	0
		Subpoena	Leslie Chanin Budai	200 N. Gisela Road, #2 Gisela, AZ 85541	200 N. Gisela Road, #2 Gisela, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010CR349	State of Arizona	Kerneth Brandt	Kerneth Brandt	$0.00		Payson Regional Justice Court	0
		Subpoena	James Irwin Bobacher	200 N. Gisela Road, #2 Gisela, AZ 85541	200 N. Gisela Road, #2 Gisela, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010CV349	State of Arizona	GCSO, Deputy T. Buckner	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	James Irwin Bobacher	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010CR348	State of Arizona	GCSO, Deputy T. Buckner	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Leslie Chanin Budai	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010CR349	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	James Irwin Bobacher	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010CR348	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Leslie Chanin Budai	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010TR003970	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Sterling Tanner	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010TR003909	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Heidi Lee	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010TR012882	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Zachary Low	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010TR003937	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Charity Sorenson	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
11/19/2010	11/22/2010	2010TR3952	State of Arizona	GCSO, Deputy Chagolla	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Gregory Sims	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

11/1/2010 TO 11/30/2010

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/23/2010	11/23/2010	2010TR003653	State of Arizona	GCSO, Deputy Chagolla	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Judy Masse	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/23/2010	11/24/2010	2010TR012900	State of Arizona	Payson Police Department, Ofc. J. Huss	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Pollyanna Y. Ford	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
11/23/2010	11/23/2010	2010CR12448	State of Arizona	Burke Allen Parker	Angela Parker	$0.00		Payson Magistrate Court	0
		Order To Show Cause	Burke Allen Parker	201 W. Evergreen Payson, AZ 85541	201 W. Evergreen Payson, AZ 85541	$0.00			1
11/29/2010	11/30/2010	2010TR3052	State of Arizona	GCSO, Sgt. B. Havey	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	William H. Armbruster	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
11/29/2010	11/30/2010	2010TR3052	State of Arizona	Department of Public Safety, Ofc. S. Meeske	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	William H. Armbruster	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
11/29/2010	11/30/2010	2010CR000591	State of Arizona	John Charles Scot Ivey	John Charles Scot Ivey	$0.00		Payson Regional Justice Court	0
		Summons	John Charles Scot Ivey	1098 W. Munsee Drive Geronimo Estates Payson, AZ 85541	535 W. Oxbow Trail, #12 Payson, AZ 85541	$0.00			2
11/29/2010		2010TR12640	State of Arizona	Douglas Blakeslee		$0.00		Payson Magistrate Court	0
		Order To Show Cause	Douglas Blakeslee	105 E. Alpine Circle Payson, AZ 85541		$0.00			0
11/29/2010	11/29/2010	2010CV929-DV	Julita Villela	Adrian Junior Robles	Adrian Junior Robles	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Adrian Junior Robles	In Custody - Globe Jail Globe, AZ 85551	In Custody - Globe Jail Globe, AZ 85551	$0.00			1
11/29/2010	11/30/2010	2010CV930-DV	Rose Ann Henderson	Nicholas Aguirre	Nicholas Aguirre	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Nicholas Aguirre	217 Chitwood Trail Star Valley, AZ 85541	Job Site 800 block of S. Westerly Payson, AZ 85541	$0.00			3
11/29/2010		CR2010-0399	State of Arizona	Lori Rulle		$0.00		Gila County Superior Court	0
		Notice Of Hearing	James Lee Stout	388 N. Valley Road Star Valley, AZ 85541		$0.00			0
11/29/2010	11/30/2010	2010JV00137; Petition 2010-1	State of Arizona	Corey Martin, minor c/o Darlene Martin, mother	Darlene Martin	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Corey Martin	113 Old Mountain Trail Tonto Creek Shores, AZ 85541	McDonald's Restaurant 101 S. Beeline Highway Payson, AZ 85541	$0.00			1
11/30/2010	11/30/2010	DO2010-00340	Kimberly Diane Hatfield-Heskett	Wayne Stephen Heskett	Wayne Stephen Heskett	$0.00		Gila County Superior Court	0
		Order Of Protection	Wayne Stephen Heskett	1403 N. Farview Payson, AZ 85541	1403 N. Farview Payson, AZ 85541	$0.00			1
11/30/2010		2010TR012864	State of Arizona	Robert Leslie Schnepp		$0.00		Payson Magistrate Court	0
		Summons	Robert Leslie Schnepp	350 Valley View Road Gisela, AZ 85541		$0.00			0

MILEAGE FOR THE MONTH NOVEMBER 2010

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
11/1	98		X	
11/2	98		X	
11/3	133		X	
11/4	76		X	
11/5	111		X	
11/8	103		X	
11/9	178		X	
11/10	114		X	
11/11	X		X	
11/12	X		X	
11/15	93		X	
11/16	144		X	
11/17	140		X	
11/18	96		X	
11/19	57		X	
11/22	101		X	
11/23	94		X	
11/24	40		X	
11/25	X		X	
11/26	X		X	
11/29	70		X	
11/30	121		X	
22 DAYS	**1867**		**0**	

Total Miles Driven
By The Constable's Office **1867** **NOVEMBER** **2010**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE December 1, 2010

GRANT #

DEPOSIT TO FUND Gila County Treasurer FUND # T-9162061

REMITTING DEPT Payson Regional Constable

SERVICE RENDERED Arizona Constable Assn Ethics Committee Fund - Writ Fees Collected

Account Code	Revenue Description	Amount
T-9162061	Payson Regional Constable Ethics Committee Fund - fees collected for writs served for month of November, 2010	$25.00
	5 @ $5.00/each	
	Reference our check #2246 dated December 1, 2010	
		$25.00

Authorized Signature Sam H. Brewer Title Payson Regional Constable #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER

98294

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2246
91-527/1221 6128
0703680454

DATE December 1, 2010

PAY TO THE ORDER OF Gila County Treasurer $ 25.00

Twenty-five and no/100 DOLLARS

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Writ fees for month of Nov. 2010 Sam H. Brewer

⑈000002246⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE December 1, 2010

GRANT #

DEPOSIT TO FUND Gila County Treasurer FUND # 1005-324-3405.80

REMITTING DEPT Payson Regional Constable

SERVICE RENDERED Service fees collected for the month of November, 2010

Account Code	Revenue Description	Amount	
1005-324-3405.80	Service fees collected from November	$3,529	60
X-1005-01-32400-4614	1-30, 2010, from the Payson		
	Constable's office.		
	Reference our check #2247		
	dated December 1, 2010		
		$3,529	60

Authorized Signature Sam H. Brewer Title Payson Regional Constable #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER

98295

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2247
91-527/1221 6128
0703680454

DATE December 1, 2010

PAY TO THE ORDER OF Gila County Treasurer $ 3,529.60

Three thousand five hundred twenty-nine and 60/100 — DOLLARS

Security Features Details on Back

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service fees collected for month of Nov. 2010 Sam H Brewer

⑈000002247⑈ ⑆122105278⑆ 0703680454⑈

STYLE XPP

Item #: 4- M

Regular BOS Meeting
Date: 01/04/2011

Reporting Period:	Recorder's Office Monthly Report for November 2010		
Submitted For:	Dawn Caldera, Chief Deputy Recorder	**Submitted By:**	Dawn Caldera, Recorder's Office

Information

Subject

Recorder's Office Monthly Report for November 2010

Suggested Motion

Approval of the November 2010 monthly departmental activity report submitted by the Recorder's Office.

Attachments

Link: Recorder's November 2010 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF NOVEMBER 2010

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton

Sadie Tomerlin Dalton, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
096570 DEC 14 ō

DATE 12-13-10

DEPOSIT TO FUND General fund Number 1005/105

REMITTING DEPT Recorder (120)

FOR PERIOD November 2010

Account Code	Revenue Description	Amount	
1005-120-3400-99	105.01.120.4612 Recording fees	11058	39
7143-120-3400.99	554.01.120.4777 Assessor Storage	4212	00
7145-120-3400.99	555.01.120.4775 Recorder Storage	4736	00
7146-120-3400.99	556.01.120.4776 County Mine fee	2	40
7147-120-3400.99	557.01.120.4774 Computer Services	840	00
		20848	79

Authorized Signature Sadie Tomas Dalton Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	20848.79
Total	20848.79

TREASURER By DCox Date 12/14/10

TREASURER

53977

Bank Deposit Summary, From 11/1/10 12:00 AM To 11/30/10 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Nov 1, 2010 4:51:29 PM	1604	B		$0.00
Nov 1, 2010 4:51:29 PM	1605	B		$0.00
Nov 1, 2010 4:51:29 PM	1606	B	GLOBE ADJ TILL	$22.00
Nov 1, 2010 4:51:29 PM	1607	B	GLOBE 11/1	$430.00
Nov 1, 2010 4:51:29 PM	1608	B	PAYSON 11/1	$188.50
Nov 2, 2010 4:51:03 PM	1609	B	globe	$359.00
Nov 2, 2010 4:57:31 PM	1610	B	payson	$59.00
Nov 3, 2010 4:52:41 PM	1611	B	GLOBE	$400.00
Nov 4, 2010 4:58:40 PM	1612	B	GLOBE	$1,090.00
Nov 4, 2010 4:58:50 PM	1613	B	PAYSON	$60.00
Nov 5, 2010 4:48:54 PM	1614	B	GLOBE	$1,383.00
Nov 5, 2010 4:48:54 PM	1615	B	PAYSON	$108.00
Nov 8, 2010 4:50:02 PM	1616	B	Globe	$396.50
Nov 8, 2010 4:50:02 PM	1617	B	Payson	$111.00
Nov 9, 2010 4:47:40 PM	1618	B	Globe	$1,039.20
Nov 9, 2010 4:47:40 PM	1619	B	Payson	$101.00
Nov 10, 2010 9:19:00 AM	1620	B	Globe	$7,721.00
Nov 10, 2010 9:19:00 AM	1621	B	Payson	$97.00
Nov 12, 2010 4:56:02 PM	1622	B	payson 11/12	$148.00
Nov 12, 2010 4:56:02 PM	1623	B	globe 11/12	$1,269.00
Nov 15, 2010 4:57:59 PM	1624	B	globe	$861.00
Nov 15, 2010 4:57:59 PM	1625	B	payson	$16.00
Nov 16, 2010 5:00:06 PM	1626	B	payaon	$47.00
Nov 16, 2010 5:00:06 PM	1627	B	globe	$258.75
Nov 17, 2010 4:46:20 PM	1628	B	GLOBE	$607.60
Nov 17, 2010 4:46:20 PM	1629	B	PAYSON	$66.00
Nov 18, 2010 4:58:19 PM	1630	B	globe	$500.00
Nov 18, 2010 4:58:19 PM	1631	B	payson	$78.00
Nov 19, 2010 5:07:14 PM	1632	B	GLOBE	$512.00
Nov 19, 2010 5:07:14 PM	1633	B	PAYSON	$53.00
Nov 22, 2010 4:55:05 PM	1634	B	globe	$551.00
Nov 22, 2010 4:55:05 PM	1635	B	payson	$74.00
Nov 23, 2010 4:43:16 PM	1636	B	GLOBW	$854.10
Nov 23, 2010 4:50:33 PM	1637	B	payson 11/23	$33.00
Nov 24, 2010 4:45:23 PM	1638	B	payson	$214.00
Nov 24, 2010 4:45:23 PM	1639	B	payson	$38.00
Nov 29, 2010 4:49:20 PM	1640	B	globe	$577.00
Nov 29, 2010 4:51:15 PM	1641	B	payson	$33.00
Nov 30, 2010 4:51:11 PM	1642	B	GLOBE	$293.00
Nov 30, 2010 4:51:11 PM	1643	B	PAYSON	$17.00
			Total	$20,665.65

MONTHLY ACTIVITY REPORT - November 2010

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
Nov 1	640.50	375.50	168.00	168.00	4.00	0.00	0.00	75.00	715.50
Nov 2	418.00	444.50	144.00	160.00	0.00	0.00	0.00	330.50	748.50
Nov 3	400.00	336.00	100.00	192.00	0.00	0.00	0.00	228.00	628.00
Nov 4	1150.00	883.00	332.00	332.00	0.00	0.00	0.00	397.00	1547.00
Nov 5	1491.00	620.00	252.00	256.00	0.00	0.00	1000.00	637.00	1128.00
Nov 8	507.50	463.50	192.00	192.00	0.00	0.00	0.00	340.00	847.50
Nov 9	1140.20	408.00	144.00	148.00	0.00	0.00	705.20	265.00	700.00
Nov 10	7818.00	453.00	176.00	176.00	8.00	0.00	7500.00	495.00	813.00
Nov 12	1419.00	1033.00	332.00	644.00	0.00	0.00	0.00	592.00	2009.00
Nov 15	875.00	790.00	348.00	348.00	0.00	0.00	0.00	609.00	1486.00
Nov 16	305.75	371.75	172.00	172.00	0.00	0.00	0.00	410.00	715.75
Nov 17	673.60	502.00	192.00	192.00	0.00	0.00	203.60	416.00	886.00
Nov 18	578.00	521.00	200.00	200.00	0.00	0.00	0.00	343.00	921.00
Nov 21	565.00	670.20	264.00	268.00	0.00	840.00	0.00	1477.20	2042.20
Nov 22	625.00	578.00	248.00	252.00	0.00	0.00	0.00	453.00	1078.00
Nov 23	887.10	594.10	260.00	348.00	0.00	0.00	0.00	315.00	1202.10
Nov 24	252.00	526.00	224.00	224.00	0.00	0.00	0.00	722.00	974.00
Nov 29	610.00	487.00	192.00	192.00	0.00	0.00	192.00	261.00	871.00
Nov 30	310.00	640.00	272.00	272.00	0.00	0.00	0.00	874.00	1184.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
									0.00
	20,665.65	10,696.55	4,212.00	4,736.00	12.00	840.00	9600.80	9239.70	20496.55

ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: November 2010
Date: 12 / 13 / 10
Depositor Code # 5393

Prepared By: Teri Berumen
Title: Recorder Clerk
Phone #: 928-425-3231

Depositor Name: Gila County Recorder
Address: 1400 E Ash Street
Globe, AZ 85501

negative amounts are not to be used on this form
(contact this Office for guidance regarding negative entries)

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights – Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF – Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute Resolution Fund	22-281C2; 12-135; 12-284.03A5	
Mining Fees	27-208D	9.60
Child Passenger Restraint	28-907C	
DPS – Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law – Crim. Cases	41-2421E4	
GIITEM	41-1724; 11-1051	

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES (continued)		
DUI, OUI Assessment (public safety equip fund)	5-395.01; 5-396, 7; 28-1381-3; 28-8284, 6-8; 14-1723	
FARE General Services Fee		
FARE Delinquent Fee		
FARE Special Collections Fee		
FARE Installment Fee		
Constable Ethics Fund	11-445 (80%)	
Constable Ethics Fund	11-445 (20%)	
Photo Enforcement Fee	41-1722	
Photo Enforcement Process Serving Fee		
OTHER FINES & FEES (describe and indicate ARS #)		
TAXES		
Prior Year Real Property	42-208	
Personal Property	42-208	
County Education District	15-991.01A	
Property-Min School Tax	15-992B, C	
State Water Banking	48-3715.03; 45-2425	
C.A.W.C.D.	48-3715	
Groundwater Replenishment	48-3773.A3; 48-3772	
OTHER TAXES (describe and indicate ARS #)		
90/10 REVENUE		
Mobile Home Relocation	33-1476.03 (90%)	
Mobile Home/Ins. & Cost	33-1476.03 (10%)	

TOTAL AMOUNT REMITTED:

By Check	3992
By Cr Advice (Wire)	
TOTAL	9.60

NOTES:

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

FOR STATE TREASURER USE ONLY

TRE 101A (Rev. 06/10)

Receipt Listing
From 11/1/10 12:00AM To 11/30/10 11:59PM

10-6607	Nov 29, 2010 4:27:44 PM	$83.00
10-6608	Nov 29, 2010 4:38:29 PM	$56.00
10-6609	Nov 30, 2010 9:01:01 AM	$17.00
10-6610	Nov 30, 2010 11:16:46 AM	$70.00
10-6611	Nov 30, 2010 11:26:40 AM	$42.00
10-6612	Nov 30, 2010 11:31:16 AM	$36.00
10-6613	Nov 30, 2010 11:34:16 AM	$14.00
10-6614	Nov 30, 2010 11:39:13 AM	$36.00
10-6615	Nov 30, 2010 11:41:42 AM	$14.00
10-6616	Nov 30, 2010 11:44:05 AM	$0.00
10-6617	Nov 30, 2010 2:28:42 PM	$355.00
10-6618	Nov 30, 2010 2:53:22 PM	$8.00
10-6619	Nov 30, 2010 3:10:51 PM	$1.00
10-6620	Nov 30, 2010 3:24:45 PM	$3.00
10-6621	Nov 30, 2010 3:24:53 PM	$36.00
10-6622	Nov 30, 2010 3:26:15 PM	$2.00
10-6623	Nov 30, 2010 3:42:44 PM	$249.00
	linked to receipt 10-6663	
	linked to receipt 10-6664	
	linked to receipt 10-6666	
10-6624	Nov 30, 2010 3:48:31 PM	$14.00
10-6625	Nov 30, 2010 3:50:49 PM	$2.00
10-6626	Nov 30, 2010 3:58:20 PM	$6.00
10-6627	Nov 30, 2010 4:12:27 PM	$28.00
10-6628	Nov 30, 2010 4:17:31 PM	$14.00
10-6629	Nov 30, 2010 4:24:11 PM	$20.00
10-6630	Nov 30, 2010 4:27:00 PM	$60.00
10-6631	Nov 30, 2010 4:33:07 PM	$42.00
10-6632	Nov 30, 2010 4:37:31 PM	$31.00
10-6633	Nov 30, 2010 4:42:25 PM	$42.00
10-6634	Nov 30, 2010 4:44:00 PM	$14.00
10-6635	Nov 30, 2010 4:45:22 PM	$14.00
10-6636	Nov 30, 2010 4:46:56 PM	$14.00
	Total	**$30,097.35**

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$9,047.70	($9,396.80)	($349.10)
Cash	Cash/Check	$20,665.65	$0.00	$20,665.65
D-1005-120-01-4612-003	Postage(deferred)	$13.00	($16.00)	($3.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	$39.00	($48.00)	($9.00)
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	$52.00	($64.00)	($12.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$52.00	($64.00)	($12.00)
ETransfer	Electronic Transfers	$192.00	$0.00	$192.00
	Total	**$30,061.35**	**($9,588.80)**	**$20,472.55**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$192.00	($204.00)	($12.00)
	Total	**$192.00**	**($204.00)**	**($12.00)**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($599.85)	($599.85)
1005-120-01-4612-002	Certified Seal	$0.00	($72.00)	($72.00)
1005-120-01-4612-003	Postage	$0.00	($1,197.20)	($1,197.20)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($260.00)	($260.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($75.00)	($75.00)
1005-120-01-4612-012	Overpayment	$0.00	($77.00)	($77.00)

Receipt Listing
From 11/1/10 12:00AM To 11/30/10 11:59PM

1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($87.00)	($87.00)
1005-120-01-4612-023	Recording Fee	$0.00	($8,181.50)	($8,181.50)
1005-120-01-4612-027	Fax	$0.00	($120.00)	($120.00)
1005-120-01-4612-029	Search	$0.00	($15.00)	($15.00)
7143-120-01-4777-031	Assessor Surcharge	$0.00	($4,200.00)	($4,200.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($4,724.00)	($4,724.00)
7146-120-01-4612	Mining Fees	$0.00	($2.40)	($2.40)
7146-120-01-4776-009	State Mining Fees	$0.00	($9.60)	($9.60)
7147-120-01-4774-031	Miscellaneous	$0.00	($840.00)	($840.00)
	Total	**$0.00**	**($20,460.55)**	**($20,460.55)**
	Total	**$30,253.35**	**($30,253.35)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	$20,665.65	$0.00	$20,665.65
	Range Total	**$20,665.65**	**$0.00**	**$20,665.65**

Sadie Tomerlin Dalton

Gila County Recorder

For Month Of:

New Fiscal Year Form

FY **2010-2011**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,293	4,596	10,128.82	972.60	4,332	4.00	20,033.42
Aug	1,199	4,672	14,542.99	1,986.60	4,296	22.40	25,519.99
Sept	1,307	5,068	12,025.86	1,287.98	4,644	12.80	23,038.64
Oct	1,106	4,296	10,585.07	1,748.22	4,048	3.20	20,680.49
Nov	1,249	4,736	11,058.39	840.00	4,212	2.40	20,848.79
Dec		0	0.00	0.00	0	0.00	0.00
Jan		0	0.00	0.00	0	0.00	0.00
Feb		0	0.00	0.00	0	0.00	0.00
Mar		0	0.00	0.00	0	0.00	0.00
Apr		0	0.00	0.00	0	0.00	0.00
May		0	0.00	0.00	0	0.00	0.00
June		0	0.00	0.00	0	0.00	0.00
Total	**6,154**	**23,368**	**58,341.13**	**6,835.40**	**21,532**	**44.80**	**110,121.33**

Fiscal Year **110,121.33**

All Monies

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR		NOV 2010		
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	$9,600.80	$0.00	$0.00	
7		PAID OUT OF SUSPENSE ACCT		$9,239.70	$361.10	
8		RECORDING FEES	$10,696.55	$0.00	$0.00	
9		REFUNDS-EXCESS FEES	$0.00	$0.00	$0.00	
10		INTEREST PD TO ACCT	$0.74	$0.00	$0.00	
11		RECEIPT EDIT	$0.00	$0.00	$0.00	
12	TOTAL 1005 FUNDS		$20,298.09	$9,239.70	$11,058.39	
13						
14	SECTION II					
15		7143 FUND (ASSESSOR)	$4,212.00	$0.00	$4,212.00	
16		7145 FUND (RECORDER)	$4,736.00	$0.00	$4,736.00	
17		7146 FUND (MINING - 80% STATE TREAS)	$9.60	$9.60	$9.60	
18		7146 FUND (MINING - 20% RECORDER)	$2.40	$0.00	$2.40	
19		7147 FUND (COMPUTER SVCS)	$840.00	$0.00	$840.00	
20	TOTAL SEC II FUNDS		$9,800.00	$9.60	$9,790.40	
21						
22	COMBINED TOTALS - TOTAL FEES COLLECTED		$30,098.09	$9,249.30	$20,848.79	
23						
24						

House Account Summary

Gila County AZ

For the Period of 11/01/2010 - 11/30/2010

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($267.00)	$42.00	$0.00	($225.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($44.57)	$0.00	$0.00	($44.57)
ADOT	AZ DEPT OF TRANS	($295.50)	$0.00	$0.00	($295.50)
APS	APS/COPIES	($200.00)	$0.00	$0.00	($200.00)
APSR	APS/RECORDINGS	($541.00)	$0.00	$0.00	($541.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($74.00)	$56.00	$0.00	($18.00)
AWC	ARIZONA WATER COMPANY	($250.00)	$0.00	$0.00	($250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	$12.00	$0.00	($12.00)	$0.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($1,100.00)	$0.00	$0.00	($1,100.00)
CARD	Cardon Hiatt / The Vineyrd Group	($117.00)	$0.00	$0.00	($117.00)
DOCUT	DOCUTECH CORP	($289.00)	$0.00	$0.00	($289.00)
EQUIT	EQUITY SERVICES	($179.00)	$0.00	$0.00	($179.00)
ERAY	ERA YOUNG REALTY	($117.40)	$46.80	$0.00	($70.60)
EXCEL	EXCEL DOCUMENT SERVICES	($153.00)	$55.00	$0.00	($98.00)
FARES	First American Corelogic Inc.	($693.20)	$95.00	($693.20)	($1,291.40)
FATM	FIRST AMERICAN MICROFICHE	($2,727.60)	$183.80	$0.00	($2,543.80)
FNDS	LPS APPLIED ANALYTICS	($528.20)	$95.00	$0.00	($433.20)
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($65.00)	$0.00	$0.00	($65.00)
IMAPP	IMAPP , INC	($41.00)	$203.60	($203.60)	($41.00)
IRS	INTERNAL REVENUE SERVICE	($72.00)	$192.00	($192.00)	($72.00)
LA001	First American Title Lenders Advantage	($506.00)	$300.50	($500.00)	($705.50)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($1,139.00)	$741.00	$0.00	($398.00)
PIONE	PIONEER TITLE AGENCY FICHE	($318.00)	$425.00	($1,000.00)	($893.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($2,181.00)	$6,655.00	($7,000.00)	($2,526.00)
RSSI	RECORD SEARCHING SERVICES INC	($154.00)	$13.00	$0.00	($141.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($518.20)	$89.00	$0.00	($429.20)
Title 1 copy	Debbie Swann	($100.00)	$47.00	$0.00	($53.00)
Totals		**($12,924.67)**	**$9,239.70**	**($9,600.80)**	**($13,285.77)**

Item #: 4- N

Regular BOS Meeting
Date: 01/04/2011

Reporting Period:	Globe Regional Justice Court Monthly Reports for October & November 2010
Submitted For:	Mary Navarro, Justice Court Operations Mgr
Submitted By:	Mary Navarro, Superior Court

Information

Subject

Globe Regional Justice of the Peace Monthly Reports for October and November 2010.

Suggested Motion

Approval of the October and November 2010 monthly departmental activity reports submitted by the Globe Regional Justice of the Peace.

Attachments

Link: Globe Regional JP October 2010 Monthly Report

Link: Globe Regional JP November 2010 Monthly Report

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: October, 2010

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$41,830.29**
RECEIVED DURING THE MONTH	**$6,942.69**
DISBURSED DURING THE MONTH	**$ 9,194.14**
BALANCE AT THE END OF THE MONTH	**$34,887.60**

DEPOSITS

BALANCE AT THE BEGINNING OF THE MONTH	**$41,830.29**
RECEIVED DURING THE MONTH	**$6,942.69**
DISBURSED DURING THE MONTH	**$9,194.14**
BALANCE AT THE END OF THE MONTH	**$34,887.60**

~~Justice of the Peace~~/Court Admin.

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2011

OCTOBER, 2010 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Child Passenger Restraint	ZCPRF		STATE	$ 3.97	$ 0.20	$ 3.77
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 692.46	$ 34.63	$ 657.83
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 2,592.90		$ 2,592.90
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,877.20		$ 1,877.20
Game and Fish - Wildlife	ZGF		STATE	$ 48.89	$ 2.45	$ 46.44
Extra DUI Assessment $500	ZGFDU		STATE	$ 3,323.00	$ 166.15	$ 3,156.85
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 838.30	$ 41.92	$ 796.38
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ -	$ -	$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	$ 18.18	$ 0.91	$ 17.27
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ 1.82	$ 0.10	$ 1.72
Alternative Dispute Resolution	ZADR		T848-2061	$ 54.11	$ 2.71	$ 51.40
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 2,032.34		$ 2,032.34
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 9,815.38	$ 490.77	$ 9,324.61
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 2,777.60	$ 138.88	$ 2,638.72
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,234.46	$ 61.73	$ 1,172.73
DUI Abatement	ZDUIA		T889-2061	$ 250.00	$ 12.50	$ 237.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 404.19	$ 20.21	$ 383.98
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 30.25	$ 1.52	$ 28.73
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,404.09	$ 70.21	$ 1,333.88
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 19,020.12	$ 951.01	$ 18,069.11
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,421.69	$ 71.09	$ 1,350.60
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ -	$ -	$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 838.51		$ 838.51
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 179.95	$ 9.00	$ 170.95
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,556.67		$ 1,556.67
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 411.68	$ 20.59	$ 391.09
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 1,903.10		$ 1,903.10
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 212.40	$ 10.62	$ 201.78
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	$ 47.04		$ 47.04
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 31.36		$ 31.36
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	$ 150.00	$ 7.50	$ 142.50
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 187.98	$ 9.40	$ 178.58
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,736.14	$ 136.81	$ 2,599.33
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 79.51	$ 3.98	$ 75.53
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 124.18	$ 6.21	$ 117.97
Prison Construction Fund	ZPCOF		T908-2061	$ 1,780.47	$ 89.03	$ 1,691.44
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 289.57	$ 14.48	$ 275.09
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 6,357.82	$ 317.89	$ 6,039.93
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 114.79	$ 5.74	$ 109.05
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	$ 209.48		$ 209.48
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	$ 2,247.66		$ 2,247.66
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,498.44		$ 1,498.44
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 78.65	$ 3.94	$ 74.71
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 250.00	$ 12.50	$ 237.50
TOTALS				$ 69,126.35	$ 2,714.68	$ 66,411.67

TOTAL ADJUSTED BALANCE VERIFICATION	$ 66,411.67
TOTAL RESTITUTION RECEIVED	$ 945.38
TOTAL RECEIPTS THIS MONTH	$ 70,071.73

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
11/10/2010	5459	$ 9,150.36	ARIZONA STATE TREASURER
11/10/2010	5460	$ 59,663.78	GILA COUNTY TREASURER
11/10/2010	5461	$ 74.71	GILA COUNTY SHERIFF D.A.R.E.
11/10/2010	5462	$ 237.50	CITY POLICE SUSPENDED PLATES
		$ 69,126.35	TOTAL DISTRIBUTIONS THIS MONTH
		$ 27,477.46	CHECKBOOK BALANCE AFTER REMITTANCES

I, Jacque Durbin, Deputy Court Adminstrator for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of OCTOBER, 2010.

Jacque Durbin

Justice of the Peace Deputy Court Administrator

Subscribed and Sworn to before me this 15 **day of** Dec, **2010**

Delia A. Benavidez

Notary Public

My Commission Expires:

OFFICIAL SEAL
DELIA A BENAVIDEZ
NOTARY PUBLIC State of Arizona
GILA COUNTY
My Comm. Expires Nov. 27, 2011

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: November, 2010

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$34,887.60**
RECEIVED DURING THE MONTH	**$5,480.80**
DISBURSED DURING THE MONTH	**$4,599.55**
BALANCE AT THE END OF THE MONTH	**$35,768.85**

DEPOSITS

BALANCE AT THE BEGINNING OF THE MONTH	**$34,887.60**
RECEIVED DURING THE MONTH	**$5,480.80**
DISBURSED DURING THE MONTH	**$4,599.55**
BALANCE AT THE END OF THE MONTH	**$35,768.85**

Mary Hawkins

Justice of the Peace/Court Admin.

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2011

NOVEMBER, 2010 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Child Passenger Restraint	ZCPRF		STATE	$ 59.69	$ 2.99	$ 56.70
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 1,733.35	$ 86.67	$ 1,646.68
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 2,873.41		$ 2,873.41
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 2,627.32		$ 2,627.32
Game and Fish - Wildlife	ZGF		STATE	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU		STATE	$ 3,381.96	$ 169.10	$ 3,212.86
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 211.62	$ 10.59	$ 201.03
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ 110.44	$ 5.53	$ 104.91
HURF - to DPS	ZHRFD		STATE	$ 27.61	$ 1.39	$ 26.22
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ -	$ -	$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Alternative Dispute Resolution	ZADR		T848-2061	$ 52.37	$ 2.62	$ 49.75
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 1,923.39		$ 1,923.39
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 9,458.64	$ 472.94	$ 8,985.70
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 2,217.60	$ 110.88	$ 2,106.72
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,154.67	$ 57.74	$ 1,096.93
DUI Abatement	ZDUIA		T889-2061	$ 18.00	$ 0.90	$ 17.10
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 391.53	$ 19.58	$ 371.95
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 72.30	$ 3.62	$ 68.68
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,208.23	$ 60.42	$ 1,147.81
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 17,888.40	$ 894.42	$ 16,993.98
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,337.31	$ 66.87	$ 1,270.44
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ -	$ -	$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 1,054.56		$ 1,054.56
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 174.21	$ 8.72	$ 165.49
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,961.30		$ 1,961.30
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 398.67	$ 19.94	$ 378.73
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 1,449.71		$ 1,449.71
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 251.20	$ 12.56	$ 238.64
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	$ 56.34		$ 56.34
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 37.56		$ 37.56
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	$ 137.97	$ 6.90	$ 131.07
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 333.49	$ 16.68	$ 316.81
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,634.15	$ 131.71	$ 2,502.44
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 50.90	$ 2.55	$ 48.35
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 302.44	$ 15.13	$ 287.31
Prison Construction Fund	ZPCOF		T908-2061	$ 3,912.02	$ 195.61	$ 3,716.41
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 314.12	$ 15.71	$ 298.41
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 7,021.15	$ 351.06	$ 6,670.09
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 133.41	$ 6.68	$ 126.73
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	$ 241.07		$ 241.07
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	$ 2,576.60		$ 2,576.60
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,717.72		$ 1,717.72
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 100.00	$ 5.00	$ 95.00
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				**$ 71,606.43**	**$ 2,754.51**	**$ 68,851.92**

TOTAL ADJUSTED BALANCE VERIFICATION	$ 68,851.92
TOTAL RESTITUTION RECEIVED	$ 1,953.82
TOTAL RECEIPTS THIS MONTH	$ 73,560.25

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
12/8/2010	5523	$ 10,749.13	ARIZONA STATE TREASURER
12/8/2010	5524	$ 60,762.30	GILA COUNTY TREASURER
12/8/2010	5525	$ 95.00	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 71,606.43	TOTAL DISTRIBUTIONS THIS MONTH
		$ 30,212.53	CHECKBOOK BALANCE AFTER REMITTANCES

I, Jacque Durbin, Deputy Court Adminstrator for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of NOVEMBER, 2010.

Mary Hawkins, Ct. Admin. for Jacque Durbin

Justice of the Peace

Subscribed and Sworn to before me this 9th **day of** December **, 2010**

Notary Public

My Commission Expires:

OFFICIAL SEAL
DELIA A. BENAVIDEZ
NOTARY PUBLIC State of Arizona
GILA COUNTY
My Comm. Expires Nov. 27, 2011

Item #: 4- O

Regular BOS Meeting

Date: 01/04/2011

Reporting Period:	Personnel Report for the weeks of 12/21/10, 12/28/10 and 01/04/11		
Submitted For:	Erica Raymond, Personnel Assistant	**Submitted By:**	Erica Raymond, Deputy County Manager

Information

Subject

Personnel Report for the weeks of 12/21/10, 12/28/10 and 01/04/11

Suggested Motion

Approval of personnel reports for the weeks of December 21, 2010, December 28, 2010, and January 4, 2011.

Attachments

Link: 12/21/10 Personnel Agenda

Link: 12/28/10 Personnel Agenda

Link: 01/04/10 Personnel Agenda

HUMAN RESOURCES ACTION ITEMS
DECEMBER 21, 2010
REVISED

DEPARTURES FROM COUNTY SERVICE:

1. Linda Shirley – Globe Regional Justice Court – Justice Court Clerk Associate – 12/10/10 – General Fund – DOH 04/13/09 – Resigned
2. Anthony M. Waddell – Globe Regional Justice Court – Justice Court Clerk Associate – 12/10/10 – General Fund – DOH 05/24/10 - Resigned

TEMPORARY HIRES TO COUNTY SERVICE:

3. Denise M. Barajas – Board of Supervisors – Laborer – 12/20/10 – Constituent Services II Fund

END PROBATIONARY PERIOD:

4. Gina Seymour – Board of Supervisors – Supervisor's Staff Specialist – 12/06/10 – General Fund

DEPARTMENTAL TRANSFERS:

5. Gaylynn Quintana – County Attorney – From Legal Secretary – To Legal Secretary Senior – 11/06/10 – Deferred Prosecution Program Fund – Reclassification

POSITION REVIEW:

6. Kathleen Lord Joerns – Probation – Deputy Probation Officer 2 – 12/06/10 – Change in fund code
7. Lynn Dee Trimble – Probation – Deputy Probation Officer 2 – 12/06/10 – Change in fund code

SHERIFF'S PERSONNEL ACTION ITEMS

POSITION REVIEW:

8. Brian Havey – Sheriff's Office – Deputy Sheriff SGT. LEBSF – 12/06/10 – BLESF Fund – Change in fund code and position control number
9. David Hornung – Sheriff's Office – Deputy Sheriff SGT. – 12/06/10 – General Fund – Change in fund code and position control number

HUMAN RESOURCES ACTION ITEMS
DECEMBER 28, 2010

DEPARTURES FROM COUNTY SERVICE:

1. Charles Bowling – Health Department – Administrative Clerk – 12/16/10 – TB and Immunization Funds – DOH 10/27/08 – Resigned
2. Cynthia Bach – Public Fiduciary – Fiduciary Services Specialist I – 01/14/11 – General Fund – DOH 08/10/09 – Resigned
3. Jerry Farr – Public Works – Construction Projects Manager – 12/31/10 – Public Works Fund – DOH 09/09/03 - Retirement

HIRES TO COUNTY SERVICE:

4. Renee Omstead – Health and Emergency Services Department – Accounting Clerk – 12/06/10 – Various Funds – Replacing Chris Phillips
5. Jerry Farr – Public Works – Construction Projects Manager – 01/03/11 – Public Works Fund – returning to position on a part time basis

TEMPORARY HIRES TO COUNTY SERVICE:

6. Courtney Canez – Board of Supervisors – Temporary Laborer – 12/27/10 – Constituent Services II Fund

END PROBATIONARY PERIOD:

7. Debra Holmes – County Attorney – Legal Secretary Senior – 11/22/10 – General Fund
8. Kevin Moran – Public Works – Vehicle and Equipment Mechanic – 12/20/10 – Public Works Fund

POSITION REVIEW:

9. Ramai Alvarez – County Attorney – Deputy County Attorney Senior – 12/20/10 – General Fund – Change in hours from 30 to 40 per week.

REQUEST PERMISSION TO POST:

10. Finance – Accounts Clerk Specialist – New Position
11. Health Services – Influenza Surveillance Specialist – New Position
12. Health Services – Influenza Planner – New Position
13. Health Services – Influenza Trainer – New Position
14. Community Services – Administrative Clerk Senior – Vacated by Patricia Trevillian

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

15. Gabriel Lagunas – Sheriff's Office – Detention Officer – 12/31/10 – General Fund – Resigned

HIRES TO COUNTY SERVICE:

16. Johnie Brake – Sheriff's Office – Detention Officer – 01/03/11 – General Fund – Replaces Jennifer Stout

END OF PROBATIONARY PERIOD:

17. Nancy Neumann – Sheriff's Office – Administrative Clerk – 01/01/11 – General Fund

DEPARTMENTAL TRANSFERS:

18. Amber Warden – From Finance – To Sheriff's Office – From Payroll Specialist – To Accounting Clerk Specialist – 12/27/10 – General Fund

HUMAN RESOURCES ACTION ITEMS
JANUARY 4, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Robert Knight – Public Fiduciary – Temporary Quality Assurance – 12/24/10 – General Fund – DOH 10/11/10 – Termination
2. Manuel Rodriguez – Board of Supervisors – Temporary Laborer – 12/13/10 – Constituent Services II Fund – DOH 08/25/10 – Temporary employment
3. Richard Ruiz – Board of Supervisors - Temporary Laborer – 12/13/10 – Constituent Services II Fund – DOH 08/25/10 – Temporary employment
4. Billy Tarango – Board of Supervisors - Temporary Laborer – 12/13/10 – Constituent Services II Fund – DOH 08/25/10 – Temporary employment

HIRES TO COUNTY SERVICE:

5. Melvina Takala-Griffin – Community Services – 01/10/11 – WIA Fund – Replacing Judy Gonzales

TEMPORARY HIRES TO COUNTY SERVICE:

6. Robert Gamboa – County Attorney – Temporary Administration Clerk – 01/03/11 – General Fund

END PROBATIONARY PERIOD:

7. Chris Phillips - Health and Emergency Services – Community Health Assistant Senior – 12/20/10 – Teen Pregnancy Prevention Services Fund