

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' HEARING ROOM, 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:

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**WORK SESSION - TUESDAY, SEPTEMBER 25, 2018 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE**
2. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to approve the use of the National Joint Powers Association (Sourcewell) Contract No. 032515-CAT to finance a new 2018 model 120M2 AWD Caterpillar Motor Grader (serial number M9H00559) from Empire Machinery using Caterpillar Financial Services Corporation. This is a payment schedule of eight payments ending in September 2025, under a Governmental Agreement for special financing in the amount of \$299,395.38. **(Steve Sanders)** Approved
  - B. Information/Discussion/Action to adopt Resolution No. 18-09-04 accepting a pass-through grant on behalf of the Hellsgate Fire District from the Gila River Indian Community in the amount of \$48,025 for critical technology upgrades for the Hellsgate Fire District. **(Jacque Sanders)** Adopted
  - C. Information/Discussion to consider the future use of County-owned property located off Highway 260 in Payson. **(James Menlove)** Discussed

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|----|--|-----------|
| D. | Information/Discussion to consider entering into Intergovernmental Agreements with other governmental agencies for the purchase of fuel.<br><b>(James Menlove)</b> | Discussed |
| E. | Information/Discussion and introduction of a potential employee performance appraisal software system for Gila County. <b>(Admin. Team Members)</b>                | Discussed |
3.     **CALL TO THE PUBLIC:** Call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
4.     At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information 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. §38-431.03(A)(3).

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

**ARF-5088**

**2. A.**

**Work Session**

Meeting Date: 09/25/2018

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: FY2019

Budgeted?: Yes

Contract Dates 09-25-18 to 09-24-2025

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Request for Purchase of One (1) New 120M2 AWD Blade from Empire Caterpillar

Background Information

On August 7, 2018, the Board of Supervisors approved the use of the Sourcewell (NJPA) contract 032515-CAT which allows Gila County to purchase goods and services with discounts. The blade that will be replaced will be J-1 which is 32 years old. The frequent break-downs and extra expense is not a good business practice. After 32 years, the wear and tear of frequent heavy equipment use just costs more.

Consolidated Roads plans to trade in a 1986 CAT 120G Motor Grader (J-1) that Gila County bought used in 1993 for \$54,942. The life-to-date hours are 10,028 and \$116,146 has been spent in maintenance and repairs, which includes everything except fuel. The repair costs have escalated and the reliability has decreased so it's time to replace it.

Evaluation

The discount of 34% from Caterpillar under the Sourcewell-NJPA Contract 032515-CAT when purchasing a new piece of equipment, combined with the discount for parts and repair is quite a savings. This purchase is for seven (7) years with an option to keep it or exercise the Client Guaranteed Buy Back at \$90,240 and used less than 7,000 hours.

Looking at some of the same model machines for sale through other



Caterpillar dealers, the price is very similar but this price from Empire is lower. Public Works would like to purchase the machine utilizing Caterpillar Financial. The breakdown of the financing is as follows:

266,114.00	price of machine
-\$21,350.00	credit for J-1 trade in
<u>\$450.00</u>	documentation fee
\$245,214.00	Amount Financed
\$54,181.38	Interest over 7 years @ 5.05%
<u>\$90,240.00</u>	Balloon Payment
\$299,395.38	Cost of Financed Transaction (not including sales tax est.
\$24,102)	

If the Board approves this transaction, the first payment will be due September 26<sup>th</sup>.

Empire Caterpillar is offering a buy-back option at the end of 7 years that Caterpillar Financial does not offer. These are the three options:

1. Pay CAT for the balloon amount of \$90,240 and Gila County owns the machine.
2. Re-finance the balloon amount for 24-48 months term and Gila County owns the machine.
3. Return the machine to Empire CAT prior to paying the balloon amount in the 7th year prior to end of contract and Empire will retain the machine in their inventory. Providing that all payments are current and the machine hours do not register more than 6999 hours.

### Conclusion

Time is of the essence for this purchase at this price because the financing interest is increasing from 5.05% to 5.35% as of October 1st. Combined with the NJPA-Sourcewell 34% machine discount it is a very good deal. The price of this machine with estimated sales tax is \$323,497.38 comparable to \$369,228 and \$372,600 same model and year machines.

### Recommendation

The Public Works Director and Finance Director recommend the purchase of the Caterpillar 120M2 AWD Blade with financing through Caterpillar Financial.

### Suggested Motion

Information/Discussion/Action to approve the use of the National Joint Powers Association (Sourcewell) Contract No. 032515-CAT to finance a new 2018 model 120M2 AWD Caterpillar Motor Grader (serial number M9H00559) from Empire Machinery using Caterpillar Financial Services Corporation. This is a payment schedule of eight payments ending in September 2025, under a Governmental Agreement for special financing in the amount of \$299,395.38. **(Steve Sanders)**

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Attachments

Lease Contract - Empire

2018 Caterpillar Coop Contract Discounts v1

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## Finance Proposal

## CUSTOMER

Name: GILA COUNTY, AZ

Address ..... 1400 E. ASH STREET  
 City ..... GLOBE  
 State ..... AZ  
 Zip code ..... 85501  
 County ..... Gila

Good if:

Acknowledged by ..... Oct-11-18  
 Funded by ..... Oct-11-18

## DEALER

EMPIRE SOUTHWEST, LLC

Sales person .....  
 Dealer contact .....  
 Telephone .....

Quote number ..... 604-8454  
 Fax number .....  
 Quote date ..... 09/11/2018  
 Quote time ..... 17:47:34

## FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 7 Annual  
 Payments ..... in Advance

Quoted by ..... connoem  
 Report created by ..... h160cet

	Model	Ann. Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	120M2AWD	1000	1	266,114.00	21,350.00	245,214.00	29,879.34	90,240.00	5.0500

Special Conditions:

120M2AWD

Serial Number - M9H00559, Model Year - 2018, Standard Environment; Major  
 Attachments-Cab, Air Conditioning, Tires; Blades/Buckets/Rippers-Push Plate, Ripper;  
 Other Blades/Buckets/Rippers-14' Blade

	Model	Insurance	Payment w/Insurance
New	120M2AWD	3,094.15	32,973.49

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

## CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**Caterpillar Financial Services Corporation**

**Finance Proposal**

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Caterpillar Financial Services Corporation

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GILA COUNTY, AZ

Date

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Tim. R. Humphrey, Chairman

ATTEST

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Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

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Jefferson R. Dalton  
Deputy Gila County Attorney, Civil Bureau Chief

**EXHIBIT 2**  
**Concluding Payment Schedule to**  
**Governmental Agreement**

Quote number ..... 604-8454

Dated \_\_\_\_\_, 20\_\_\_\_

between  
**Caterpillar Financial Services Corporation**  
and  
**GILA COUNTY, AZ**

**Description of Unit: 1 Caterpillar 120M2AWD serial # M9H00559**

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.05000%	Concluding Payment (*)
1	245,214.00	29,879.34	0.00	0.00	215,334.66
2	215,334.66	29,879.34	0.00	10,874.40	196,329.72
3	196,329.72	29,879.34	0.00	9,914.64	176,365.02
4	176,365.02	29,879.34	0.00	8,906.43	155,392.11
5	155,392.11	29,879.34	0.00	7,847.30	133,360.07
6	133,360.07	29,879.34	0.00	6,734.69	110,215.42
7	110,215.42	29,879.34	0.00	5,565.87	85,901.95
8	85,901.95	0.00	90,240.00	4,338.05	0.00
		<u>209,155.38</u>	<u>90,240.00</u>	<u>54,181.38</u>	

(\*) Does not include any rent payment or other amount then due.

Initialed: \_\_\_\_\_  
(Lessee)

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official.

**C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

**DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)**  
**Transaction Number 3558441 Quote Number 6048454**



These documents were prepared especially for:

GILA COUNTY, AZ  
1400 E. ASH STREET  
GLOBE, AZ 85501

Dealer: EMPIRE SOUTHWEST, LLC, H160.1LKE  
Date: 09/11/2018 Time: 5:27 PM  
Comments:

Customer Executed Documents	Comments
<input checked="" type="checkbox"/> Lease Purchase Document	
<input checked="" type="checkbox"/> Delivery Certification	
<input checked="" type="checkbox"/> Insurance Verification	
<input checked="" type="checkbox"/> 8038G or 8038GC	
<input checked="" type="checkbox"/> Advance Payment (cross out if N/A)	
<input checked="" type="checkbox"/> Customer Information Verification	
<input type="checkbox"/> Tax Exemption Certificate	N/A
<input checked="" type="checkbox"/> Any necessary Riders/Amendments	Empire Guaranteed Buy Back and Return Conditions
<input checked="" type="checkbox"/> Lessee's Resolution + Minutes of Meeting OR	
<input checked="" type="checkbox"/> Opinion of Lessee's Counsel	
<input type="checkbox"/> Copy of Driver's License (Sole Proprietorships and Individuals)	N/A

Dealer Executed Documents	Comments
<input type="checkbox"/> Purchase Agreement	
<input type="checkbox"/> Dealer Invoice	
<input type="checkbox"/> All Credit Conditions Met	

*\*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*



**Governmental Equipment Lease-Purchase Agreement**  
**Transaction Number 3558441**



**1. PARTIES**

**LESSOR ("we", "us", or "our"):**

CATERPILLAR FINANCIAL SERVICES CORPORATION  
2120 West End Avenue  
Nashville, TN 37203

**LESSEE ("you" or "your"):**

GILA COUNTY, AZ  
1400 E. ASH STREET  
GLOBE, AZ 85501

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

**2. DESCRIPTION OF THE UNITS**

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 120M2AWD Caterpillar Motor Grader	M9H00559	\$29,879.34	\$90,240.00	

**TERMS AND CONDITIONS**

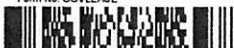
**3. Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$29,879.34 will be paid in advance and the balance of the Lease Payments is payable in 7 successive annual payments of which the first 6 payments are in the amount of \$29,879.34 each, and the last payment is in the amount of \$90,240.00 plus all other amounts then owing under this Lease, with the first Lease Payment due on the date that we sign this Lease and subsequent Lease Payments due on a like date of each year thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.05% per annum.

**4. Late Charges** If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will





return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

## SIGNATURES

LESSOR  
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature \_\_\_\_\_  
Name (print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

LESSEE  
GILA COUNTY, AZ

Signature \_\_\_\_\_  
Name (print) Tim R. Humphrey  
Title Chairman  
Date September 25, 2018

**CUSTOMER INFORMATION VERIFICATION**  
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: \_\_\_\_\_

Current Information on file	Please make corrections here
Customer Name: GILA COUNTY, AZ	_____
Physical Address: 1400 E. ASH STREET	_____
GLOBE, AZ 85501	_____
Mailing Address: 1400 E. ASH STREET	_____
GLOBE, AZ 85501	_____
Equipment Location: 1400 E ASH STREET	Tonto Basin Yard
GLOBE, AZ 85501, GILA	Tonto Basin, AZ 85553
Business Phone: (928)402-8516	(928) 402-8521
E-mail Address: SCOONS@CO.GILA.AZ.US	scoons@gilacountyaz.gov
Accounts Payable Contact Name and Phone:	Amber Warden, (928) 402-8777
<b>Tax Information</b>	_____
Sales Tax Rate: 6.6	_____
(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)	
City Limits	Asset outside the City Limits? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**Tax Exemption Status**

Please indicate if you are tax exempt. ☐ Exempt\*  
☒ Non-Exempt

**\*A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.**

**Electronic Copy Available Upon Funding**

If you would like an electronic copy of your contract, please provide a valid email address below (one letter per line).

-----

**The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.**

**\*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

- ☐ ALL CONTRACTS  
☒ THIS CONTRACT ONLY

**THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.**

\_\_\_\_\_  
Customer Initials

Data Privacy Notice:

*This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*





9/6/2018

Gila County Public Works  
745 N. Rose Mofford Way  
Globe, AZ 85501  
Attn: Shannon Coons

Re: Empire Guaranteed Buy Back and Return Conditions  
Caterpillar Model; 120M2 AWD Motor Grader Serial #0M9H00559 (the "Equipment")

Dear Shannon Coons:

This letter is to confirm the terms of the agreement between Empire Southwest, LLC ("Empire") and Gila County ("Client") regarding the Equipment referenced above. Empire has agreed to give Client a Guaranteed Buy Back of \$ 90,240.00 on the Equipment at the end of 7 years from the date the machine is invoiced or 7,000 hours, whichever occurs first (the "Buy Back Period"). Any late charges, prepayment penalties, liens, or other fees owed to any lender are the responsibility of the Client and must be paid by Client prior to the return of the Equipment to Empire. The Equipment must be returned free of any and all liens and encumbrances. Client must give Empire 30 days advance written notice of its intent to return the Equipment to Empire and must, at its own cost, return the Equipment to an Empire location during Empire's normal business hours.

Client agrees that the Equipment must meet the following guidelines upon its return to Empire:

- Be returned in the same configuration, including all attachments, as when initially delivered.
- Be cleaned, and all switches, monitoring systems, gauges, control levers, pedals, radio (if applicable), mirrors, seats, insulation, and other components must be complete and in good working order.
- Be free from all oil, hydraulic, fuel, and coolant leaks.
- Be in good operating condition without mechanical defects.
- Have had all weld repairs completed by a certified welder using Caterpillar repair guidelines/specifications.
- Not have been subject to accidents, fire, theft, vandalism, or acts of God.

- Have been operated and maintained in accordance with Caterpillar Lubrication, Preventative Maintenance and Owner and Operator Manuals.
- Have been enrolled in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program for the entire Buy Back Period, and all fuels, lubricants, additives, and radiator water must be clean and in compliance with Caterpillar recommended standards.
- Have been operated only in the applications for which it was designed.
- All window glass must be clear and free from cracks and major pits; all window frames, doors, and weather stripping must be complete; and all service compartment covers and doors, fenders, and other flat metal or plastic must be in good working order and free from dents and cracks. No bent sheet metal.
- All standard Caterpillar and non-Caterpillar safety items must be complete and in good working order, including, but not limited to, the roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, and warning alarms.
- All electrical components, including, but not limited to, batteries, alternators, wiring harness, drive belts, lighting and air conditioning systems must be complete and in good working order.
- All repairs made to main structures, including, but not limited to, main frames, booms, sticks, and buckets must be accomplished in accordance with the factory recommended materials and repair procedures.
- All ground engaging tools, including, but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps must have good structural integrity and have fifty percent (50%) minimum remaining life.
- All track and rubber belted Equipment must have a minimum of fifty percent (50%) remaining life on each and every component, including, but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts cannot have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting this requirement.
- All rubber tire Equipment must have a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.

Empire retains the right to review any and all repair and maintenance records during the Buy Back Period. A full Equipment inspection may be conducted upon return of the Equipment. Client agrees it will be responsible for any damage other than normal wear.

Client may not assign this letter agreement without Empire's prior written consent.

Client will be invoiced for the parts and labor required to bring the Equipment into compliance with the above guidelines based on Empire's prevailing parts and labor rates. By signing below, Client confirms its acceptance of the terms of the Guaranteed Buyback outlined above.

Best Regards,

John Helms  
Vice President | Chief Financial Officer

ACCEPTED AND AGREED TO:

Client Name: Gila County Board of Supervisors

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

Printed Name: Tim R. Humphrey

Title: Chairman

Date: September 25, 2018

ATTEST

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

\_\_\_\_\_  
Jefferson R. Dalton,  
Deputy Gila County Attorney, Civil Bureau Chief

**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of Arizona (the "State") authorize **GILA COUNTY, AZ** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
<u>Tim R. Humphrey</u>	<u>Chairman</u>
<u>Marian Sheppard</u>	<u>Clerk of the Board</u>
<u>Jefferson R. Dalton</u>	<u>Deputy Gila County Attorney, Civil Bureau Chief</u>

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, Tim R. Humphrey, Chairman of the Board of GILA COUNTY, AZ, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: \_\_\_\_\_  
Title: Chairman of the Board  
Date: September 25, 2018





## Verification of Insurance

### Lessee:

#### LESSOR (we):

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203-0001

#### LESSEE (you):

**GILA COUNTY, AZ**  
1400 E. ASH STREET  
GLOBE, AZ 85501

### Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3558441 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: Arthur J. Gallagher & Co., Insurance Brokers of CA, Inc.

Address: 18201 Von Karman Ave., Suite 200, Irvine, CA 92612

Phone No: (949) 349-9857

Agent's Name: Nasreen Kopecky

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 120M2AWD	Caterpillar Motor Grader	M9H00559		\$268,086.04

### SIGNATURES

#### LESSEE

**GILA COUNTY, AZ**

Signature \_\_\_\_\_

Name (print) Tim R. Humphrey

Title Chairman

Date September 25, 2018







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman Ave Suite 200 Irvine CA 92612		<b>CONTACT NAME:</b> Nasreen Kopecky <b>PHONE (A/C, No, Ext):</b> 949-349-9857 <b>E-MAIL ADDRESS:</b> nasreen_kopecky@ajg.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Gila County Attn: Risk Management Department 1400 E. Ash Street Globe AZ 85501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Arizona Counties Insurance Pool <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
ARIZCOU-01		<b>NAIC #</b> 32603	

**COVERAGES****CERTIFICATE NUMBER:** 100341962**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACIP070118	7/1/2018	7/1/2019	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Physical Dmg <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACIP070118	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded. \$ 1,500/\$1,500
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Agreement #3558441

Caterpillar Financial Services Corporation included as Additional Insured solely as respects General Liability coverage, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**Caterpillar Financial Services Corporation  
2120 West End Avenue  
Nashville TN 37203

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3558441) (the "Lease")  
Between GILA COUNTY, AZ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Arizona (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

**SIGNATURE**

Name (PRINT):

CHARLES R. SHIRK

Date:

9/18/2018

Signature:

Charles R. Shirk

Address:

1400 E. Ash Street

Title:

Deputy County AttorneyGlobe, AZ 85501



## CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

**Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).**

### CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

#### Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

#### Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

#### Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

#### Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at [physicaldamage@cat.com](mailto:physicaldamage@cat.com)

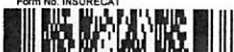
#### POLICYHOLDER DISCLOSURE

##### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: **\$0.00**



## APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 120M2AWD	Caterpillar Motor Grader	M9H00559		\$266,114.00	\$18,774.00	\$3,094.15

*Marsha Blaisdell*

Marsha Blaisdell, Authorized Insurance Producer

## Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 84 months will be \$18,774.00, which is \$2,682.00 per year based upon the total equipment value of \$266,114.00.

Method 1 ☐ I will finance the insurance premium, including finance charges, of \$3,094.15 per scheduled equipment payment. The finance charge is calculated at **5.05%** per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$2,682.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4 ☒ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

**Customer Name:** GILA COUNTY, AZ**Dealer Name:** EMPIRE SOUTHWEST, LLC

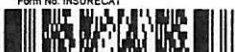
Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

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

Name (PRINT): \_\_\_\_\_

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

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







## Fraud Warning:

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

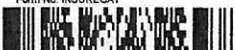
**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

## Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name <b>Gila County, AZ</b>		2 Issuer's employer identification number (EIN) <b>86-6000444</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>1400 E. Ash Street</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Globe, AZ 85501</b>		7 Date of issue <b>09/11/2018</b>
8 Name of issue <b>Caterpillar Financial Services Corporation</b>		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

## Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► <b>Governmental Finance Lease 120M2 AWD s/n M9H00559</b>	18	<b>266,114</b>	<b>00</b>
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

## Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2025	\$ 266,114.00	\$ 90,240.00	7 years	5.05 %

## Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

## Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

- |     |  |
|-----|--|
| 35  |  |
| 36a |  |
| 37  |  |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .
- b** Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
- d** Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐ ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐ ▶
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ \_\_\_\_\_
- c** Type of hedge ▶ \_\_\_\_\_
- d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box ☐ ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐ ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐ ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ \_\_\_\_\_

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	9-12-18 Date	Mary Jane Springer Finance Director Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no. ▶

# Caterpillar Financial Services Corporation

## INVOICE

Page	Date	Invoice No.
1	09/11/2018	LSAP-456048454-1

GILA COUNTY, AZ  
1400 E. ASH STREET  
GLOBE, AZ 85501

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 120M2AWD Caterpillar Motor Grader	M9H00559		Upon Receipt.	1	\$29,879.34
Sales and Use Tax					\$1,972.04
Document Fee					\$0.00
Filing Fee					\$0.00
Stamp Fee					\$0.00
Other Fees					\$0.00
Freight Fee					\$0.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$31,851.38

Invoice No.	Total Enclosed
LSAP-456048454-1	\$

GILA COUNTY, AZ  
1400 E. ASH STREET  
GLOBE, AZ 85501

Remit To: Caterpillar Financial Services Corporation  
5th Floor Document Services  
Doc Specialist: EMPIRE SOUTHWEST, LLC  
2120 West End Ave.  
Nashville, TN 37203

### RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.





## Meeting Minutes

---

EMPIRE SOUTHWEST, LLC  
1725 COUNTRY CLUB DRIVE  
P. O. BOX 2985  
PHOENIX AZ 85602

### Reference:

GILA COUNTY, AZ

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.


CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT




## 2018 CATERPILLAR 120M2 AWD Motor Grader

CATERPILLAR 120M2 AWD

Price: **369,288 USD** USD


**Get Immediate Financing | 0% for 90 Days**  
 For simple and secure financing, click here.




  
 Products/Services

Empire Machinery

877-491-0661  
480-619-6452


Contact Info: Used Equipment Staff


1725 S Country Club Drive  
Mesa, AZ 85210  
USA




  
 Map It


Hablamos Español









View Additional Items from this Seller


  
 EMPIRE MACHINERY






  
 COMPANY INFO

Email Seller

Name: \*

Register

Email: \*

Phone: \*

Preferred Contact:

☐ Phone ☒ Email

Location:

City

State ▼

Country:

United States ▼

Message: \*

bfdbe5

Type the characters.

Submit

General Specs

Stock #: E138862

S/N: M9H00540

Item Loc: Tucson, AZ USA

Price: **369,288 USD** USD

Additional Specs

Hrs: 159

Detailed Description

OVERALL RATING: As-Is, Model: 120M2 AWD

[Click here for more information](#)



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ResinLab



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/ Construction Equipment / Motor Graders / Caterpillar 120M2AWD

## Caterpillar 120M2AWD



372,600 \$ ex-VAT



**EMPIRE  
MACHINERY CO**  
Dealer/ Distributor  
Member since 6 years and 5  
months



Used equipment STAFF  
English (usa) - English



Display the phone N°



Send a message



Favourite

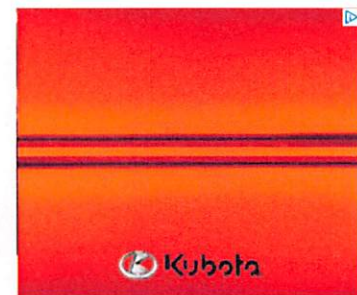
Share

Print

Report

### Details of the classified ad

Type of ad :	For sale / Offers
Reference :	MG-4369010
Make :	<u>Caterpillar</u>
Model :	120M2AWD
Status :	Used - Condition not indicated
Year :	2018
Hours :	81 h



### Our partners



Get transport for this equipment



### Best practices

To buy and sell with the greatest of ease, we have some recommendations for you to help ensure your transactions are secure when buying or selling used equipment.

[Read more](#)

Motor graders Caterpillar the most popular

[Caterpillar 120G](#) - [Caterpillar 120H](#) -  
[Caterpillar 120M](#) - [Caterpillar 120M2AWD](#)

Serial number : M9H00541

First-hand : No

Price excl. taxes : 372,600 \$  
USD (\$)

Comments :

unit-number : E138863

[See the address](#)

Contact the advertiser



#### EMPIRE MACHINERY CO

Dealer/ Distributor

Member since 6 years and 5 months

[www.empire-cat.com](http://www.empire-cat.com)

Used equipment

STAFF

English (usa) - English

Display the phone N°

[Send a message](#)

[See the 1560 offers for EMPIRE MACHINERY CO](#)

#### Other classified ads for EMPIRE MACHINERY CO



**Caterpillar 420FST**

USA

**64,676 \$ ex-VAT**



**Caterpillar 420FST**

USA

**56,764 \$ ex-VAT**



**Caterpillar 12M3**

USA

**262,568 \$ ex-VAT**



**CATERPILLAR H90...**

USA



**Caterpillar 420FST**

USA



**Caterpillar 420FST**

USA

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**(4) 2016 Yanmar SV100**

Certified pre-owned, EROPS, blade, thmb, cplr, and 2 YR/2000HR  
Warranty  
[USD \(\\$\)](#)  
[Americ Machinery Corp.](#)

[TOU](#)

[TOS](#)

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[www.Medigap.com](#)

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Offer

[Future Buildings](#)

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# TERMS AND CONDITIONS OF SALES AND SERVICE

1. Agreement. Unless otherwise agreed in a written document signed by a vice president of Empire Southwest, LLC ("Empire"), these Terms and Conditions of Sales and Service ("Terms") govern the purchase of goods (including, but not limited to, new and used equipment, trucks, attachments, components, technology and parts) ("Goods") and services ("Services") from Empire by any individual or entity that purchases such Goods or Services from Empire ("Client"). Empire hereby rejects the terms of any purchase order or other document submitted by Client, unless the document is signed by a vice president of Empire. The placing of an order with Empire or the receipt or acceptance of Goods or Services by Client constitute Client's acceptance of these Terms exactly as written.

2. Order and Delivery of Goods or Services. All orders for Goods and Services are subject to credit approval and final acceptance by Empire in its sole discretion. Client shall have no right to cancel purchase orders for Goods once a purchase order is issued to Empire; provided, however, some parts may be returnable to Empire in accordance with Empire's then current parts return policy. Client acknowledges that estimated delivery dates for Goods are estimates only; actual delivery dates depend on a variety of factors, including, but not limited to, the production schedules of manufacturers. Empire will use commercially reasonable efforts to meet estimated delivery dates and shall keep Client advised of the status of its delivery, but Empire shall have no liability for any loss associated with delay in the delivery of Goods. In addition, Empire shall have no liability for any delay in performance of Services or delivery of Goods caused by any circumstances beyond its reasonable control, including, but not limited to, delays caused by acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements.

3. Pricing. Unless otherwise set forth on a written quote issued by Empire ("Quote"), the price for Goods shall be Empire's list price for such Goods on the date such Goods are delivered to Client. Unless otherwise set forth on a Quote, the labor rates for Services shall be Empire's standard labor rates for the applicable type of Service (field rates, shop rates, mine rates or specialty rates, as applicable) in effect at the time the Services are performed. Pricing for future orders is subject to change without notice. Client will promptly pay to Empire any taxes that Empire is required to collect with respect to the purchase of Goods and Services, including, but not limited to, value added, personal property, sales, use and similar taxes ("Taxes"). For any Taxes from which Client claims exemption, Client shall provide Empire with properly completed exemption certificates and any documentation needed to validate the exemption prior to the purchase of the applicable Goods and Services. If Client fails to provide an appropriate exemption certificate and supporting documentation, as determined by Empire, Client will remain liable for all such Taxes and will indemnify Empire for any liability related to the same. Pricing and risk of loss for purchased Goods is FOB Empire's site, unless purchased Goods are shipped to Client directly from the manufacturer, in which case pricing and risk of loss is FOB



factory. Any claims for shortages, damages, or delays must be made by Client direct to the carrier.

4. Payment Terms. For Clients with an open credit account with Empire, machine sales payments are due Net 10, and all other payments are due Net 30. For Clients who do not have an open credit account with Empire, payment is due upon delivery of Goods or completion of Services. Empire may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold Goods, completed Services or scheduled Services until receipt of payment. If Client fails to pay for Goods and Services as and when due, Client shall pay a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Client shall pay Empire all reasonable attorneys' fees and collection costs incurred by Empire. In addition to any other right of set-off or recoupment Empire has under applicable law, Client agrees that, with respect to any amounts due from Client or Client's affiliates to Empire or Empire's affiliates, Empire and its affiliates may set-off such amounts against any amounts owing to Client or Client's affiliates. If Client requests customization of equipment, Client agrees to pay all parts and labor costs Empire incurs in customizing the equipment, regardless of whether or not Client completes the purchase of the customized equipment. Client must pick up its equipment from Empire's facility within 2 business days after notification from Empire of completion of Services. If Client's equipment is not picked up within two business days after such notification, Client will be liable for storage charges of \$300.00 per day from the date of completion of Services until Client's equipment is picked up. Pursuant to A.R.S. § 33-1023, Empire may sell Client's equipment if such equipment remains in Empire's possession after 30 days and any amounts owed remain unpaid.

5. Warranties.

(a) New Goods. If Client is purchasing new Goods from Empire, Client acknowledges that (i) Empire is not the manufacturer of the Goods; (ii) if the Goods include a manufacturer's warranty, Empire will pass through to Client the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) the manufacturer's warranty will be subject to all conditions and exclusions set forth therein. In certain circumstances, Client may have the option of purchasing an equipment protection plan or extended service coverage (each, an "Extended Protection Product"); if such an Extended Protection Product is available and is purchased by Client at the time of sale, the Extended Protection Product will be subject to all conditions and exclusions included in such Extended Protection Product.

(b) Used Goods. If Client is purchasing used Goods from Empire, Client acknowledges that the only warranties with respect to such used Goods are those warranties, if any, expressly set forth in the bill of sale signed by Empire.

(c) Services. If Client is purchasing Services from Empire, Empire warrants that its Services will be completed in a good and workmanlike manner, with such service warranty extending for a period of twelve months from completion of the original Services. If Empire performs a repair pursuant to its service warranty, the warranty period remains twelve months from completion of the original Services; the twelve month service warranty period does not start over with the repair. If the replacement parts used by Empire in connection with the provision of Services

include a manufacturer's warranty, Empire will pass such warranty through to Client to the extent permitted by the terms of the manufacturer's warranty. Empire's service warranty will be voided in the event of any of the following: misuse or abuse of Goods by Client, subsequent repairs performed by Client or vendors other than Empire, use beyond ordinary wear and tear, failure to maintain and operate Goods in accordance with the maintenance and operations manual of the manufacturer (including, but not limited to, use of fluids that do not meet the manufacturer's standards or failure to maintain fluid levels recommended by the manufacturer) or damage due to theft, vandalism or casualty.

**(d) WARRANTY DISCLAIMER. Empire makes no warranty, express or implied, with respect to any Goods or Services other than the foregoing warranties (provided, however, none of the foregoing warranties shall apply to fire suppression systems or the installation, removal, maintenance or servicing of the same), including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose or any implied warranties that may arise from the course of dealing between the parties. To the maximum extent permitted by law, all such warranties are hereby disclaimed by Empire and waived by Client.**

6. **Indemnification.** Each party agrees to defend, indemnify and hold harmless the other party for, from and against any third party claims related to the Goods or Services to the extent such third party claims (including, but not limited to claims related to the death or injury of any person(s) or damage to or destruction of any real or personal property) are caused by the indemnifying party's negligent acts or omissions, subject to the limitations set forth in Section 7 below. To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Empire, its affiliates and subsidiaries, and all of their respective owners, directors, officers, managers, employees, agents or representatives for, from and against any and all liabilities, claims, actions, suits, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness fees, costs and expenses) that are caused by, arising from or related in any way to fire suppression systems (including, but not limited to losses related to the death or injury of any person(s) or damage to or destruction of any real or personal property).

7. **Liability Limitation.** In no event shall either party be liable, whether based in contract, warranty, indemnity, tort, strict liability or any other theory of law or equity, for any special, incidental, indirect, punitive, exemplary or consequential damages, including, but not limited to, lost profits, loss of use of property or equipment, downtime, loss of third party contracts or lost production, regardless of whether or not such party was advised of the possibility of such damages. In addition, Empire's maximum aggregate liability (whether in contract, warranty, indemnity, tort, strict liability or any other theory of law or equity) for damages or loss, howsoever arising or caused, shall in no event exceed the amount Client paid to Empire for the Goods or Services to which the liability relates. The parties recognize that the pricing associated with Goods and Services reflects this allocation of risk and is the basis of the bargain between the parties. The foregoing limitations shall be valid and enforceable, notwithstanding any alleged failure of essential purpose of the limited remedies set forth herein. Any and all claims arising out of or relating to the Goods and/or Services will be barred unless a legal proceeding is commenced within one (1) year from completion of the Services or delivery of the Goods to Client.



8. Privacy Statement. Client consents to the collection, use, retention and disclosure of information by Empire and its parent, subsidiary and affiliated entities (collectively, "Empire Entities") in accordance with Empire's Privacy Statement, which is posted at [http://www.empire-cat.com/privacy\\_policy.aspx](http://www.empire-cat.com/privacy_policy.aspx) (as such statement may be revised from time to time), and agrees that such information may be accessed by the Empire Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

9. Product Information. If Caterpillar equipment that is purchased, owned or rented by Client is equipped with Product Link or other equipment monitoring technology, data concerning the equipment, its condition and its operation ("Telematics Information") is being transmitted to Caterpillar, its affiliates, the Empire Entities and/or other Caterpillar dealers to better serve Client and to improve Caterpillar products and services. Telematics Information being transmitted may include machine serial number, machine location, and other machine data including, but not limited to, fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. The Telematics Information will be collected, used, retained and disclosed in accordance with the Caterpillar Data Governance Statement, which is posted at [http://www.cat.com/en\\_US/legal-notice/data-governance.html](http://www.cat.com/en_US/legal-notice/data-governance.html) (as such statement may be revised from time to time) ("Statement"). Client consents to the collection, use, retention and disclosure of the Telematics Information in accordance with the Statement and agrees that the Telematics Information may be accessed by Caterpillar, its partners, its affiliates, its subsidiaries, the Empire Entities and/or other dealers with a legitimate business reason to access it, as well as third parties who may process the Telematics Information on their behalf. As set forth in the Statement, Caterpillar may use Telematics Information in combination with information about Client. Client further acknowledges and agrees that Telematics Information may be made available to subsequent owners of equipment. If Client does not want Telematics Information transmitted as described above, Client can request documentation to opt out of the transmission of such information by sending an email to [optout@empire-cat.com](mailto:optout@empire-cat.com). Notwithstanding anything herein to the contrary, unless Client and a vice president of Empire execute a separate, written equipment monitoring agreement that expressly sets forth monitoring services elected by Client and the charges for such monitoring services, the transmission of Telematics Information shall not impose upon the Empire Entities any obligation to monitor Client's equipment and/or to notify Client of any operational, performance or other issues associated with the same.

10. Choice of Law. These Terms shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to conflict of law provisions. The parties agree that exclusive jurisdiction and venue for any proceeding at law or in equity will be in the State or Federal courts located in Maricopa County, Arizona.

11. General Provisions. Client may not assign Client's rights or obligations hereunder without Empire's prior written consent, and any such attempted assignment will be void. If any provision in these Terms is found to be invalid, unlawful or unenforceable, the remaining provisions in these Terms shall remain in full force and effect. A party's waiver of any breach will not constitute a waiver of any different or subsequent breach. No employment, agency, joint venture, or similar arrangement is created or intended between Client and Empire. Empire retains

ownership of all records relating to Goods and Services provided to Client ("Records") and may disclose the Records pursuant to a court order or in the event disclosure of the Records becomes part of Empire's defense in a legal matter. Empire is an EEO/Affirmative Action Employer. Client warrants that the invoiced Goods or Services will be used for business or agricultural purposes and not for personal, family or household purposes. Any on-road heavy-duty diesel, alternative-diesel, or off-road diesel vehicle, operated in California, may be subject to the California Air Resources Board In-Use On-Road (Truck and Bus) or In-Use Off-Road Diesel Vehicle Regulations. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <http://www.arb.ca.gov/dieseltruck> for the Truck and Bus Regulation or <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm> for the Off-Road Regulation.

Notice is hereby given that, with respect to certain used equipment sales transactions, Empire has assigned its rights (but not its obligations) to CATD Exchange Services, LLC to sell the equipment, and, if applicable, to purchase trade-in property, as part of an Internal Revenue Code § 1031 exchange.

Rev. 2/28/2018

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## 2018 Caterpillar Coop Contract Discounts v1

### Cooperative Contracts -- Effective January 1, 2018

Machine Model*	New Equipment
2018	Discount to Customer (Off List Price)

#### Pavers

AP255	18.00%
AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%

#### Rollers

CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB14	19.00%
CB15	19.00%
CB16	19.00%
CB22	19.00%
CB24	19.00%
CB32	19.00%
CB34	19.00%
CB36	19.00%
CB44	19.00%
CB46	19.00%
CB54	19.00%
CB64	19.00%
CB66	19.00%
CB68	19.00%
CC24	19.00%
CC34	19.00%
CCS7	19.00%
CCS9	19.00%
CD8	19.00%
CD10	19.00%
CD44	19.00%
CD54	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

\*Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

## 2018 Caterpillar Coop Contract Discounts v1

### Track Type Tractors

D3	23.00%
D4	23.00%
D5	23.00%
D6	21.00%
D7	19.00%
D8	19.00%
D9	10.00%

### Wheeled Excavators

M314F	26.00%
M315F	26.00%
M316F	26.00%
M317F	26.00%
M318F	26.00%
M320F	26.00%
M322F	26.00%

### Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

### Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

### Reclaimers

RM300	20.00%
RM500	20.00%

### Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

### Motor Graders

12	30.00%
120	34.00%
140	30.00%
160	30.00%
14	19.00%

### Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

### Multi-Terrain Loaders

257	21.00%
277	21.00%
287	21.00%
297	21.00%

## 2018 Caterpillar Coop Contract Discounts v1

### Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%

### Excavators

300.9	20.00%
301.4	20.00%
301.7	20.00%
302.4	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
307	20.00%
308	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
316	19.00%
318	16.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
335	15.00%
336	15.00%
349	10.00%
352	10.00%
374	10.00%

### Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
430	22.00%
450	22.00%

### Site Prep Tractor

586C	20.00%
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### Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%

### Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
745	17.00%

### Rigid Frame Trucks

770	3.00%
773	3.00%

## 2018 Caterpillar Coop Contract Discounts v1

### Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

### Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%

### Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%

### Track Loaders

953	19.00%
963	22.00%
973	23.00%

Worktools	15.00%
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Caterpillar Safety Services	15.00%
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Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

**ARF-5109**

**2. B.**

**Work Session**

Meeting Date: 09/25/2018

Submitted By: Jacque Sanders, Asst. County Manager/Librarian

Department: Asst County Manager/Library District

Fiscal Year: 2018-2019

Budgeted?: Yes

Contract Dates July 2018 - June 2019

Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Adoption of Resolution number 18-09-04 accepting a pass through grant on behalf of the Hellsgate Fire District from the Gila River Indian Community in the amount of \$48,025 for critical technology upgrades for the Fire District.

Background Information

The passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes. An important provision of Proposition 202 was the sharing of gaming revenues with the State. A portion of the revenue to be shared can be retained by a tribe and distributed itself. Specifically, Proposition 202 states:

"The Tribe shall make twelve percent (12%) of its total annual contribution under Section 12(B) in either or both of the following forms:

1. Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development.
2. Deposits to the Commerce and Economic Development Commission Local Communities Fund established by A.R.S. Section 41-1505.12."

The Gila River Indian Community has opted for option one (above) and therefore distributes these "12 percent" funds directly to cities, towns, or

counties through our State Shared Revenue Grants Program. Since 2003, the Gila River Indian Community has contributed over 50 million dollars to Arizona communities through this revenue sharing program alone.

The Gila River Indian Community funds municipalities, counties, other government agencies and non-profits in the areas of economic development, education, healthcare, public safety and transportation. Since law requires that all funds be distributed to cities, towns and counties, the other potential grantees are required to cooperate with either a city, town or county entity to receive any grant funding and act as a pass through for the other agencies.

The Gila River Indian Community generally focus its efforts on cities, towns, counties and agencies that border or are in close proximity to the Gila River Indian Community, but "they retain the flexibility to consider more distant locations in order to maximize the positive impact that Tribal gaming has on the State of Arizona."

This process is used throughout Arizona with Tribal Governments that choose to directly distribute a portion of their gaming funds. Cities, towns and counties are asked to provide resolutions accepting these grants and acting as pass through agencies for non-municipal entities that are successful grant recipients.

Hellsgate Fire District has applied to the Gila River Indian Community for \$48,025 for critical technology upgrades to their system. According to the grant application, if an entity's grant makes it to the final selection round, that entity will then need to provide a resolution from a county or municipality stating that the county or municipality will act as a pass through agency for the grant funds.

### Evaluation

Hellsgate Fire District received notification on September 5, 2018, that the Gila River Grants Review Committee has made a favorable recommendation for their grant application. In order to move the application forward for final approval, the Gila River Grants Review Committee needs a resolution from the Gila County Board of Supervisors acknowledging their willingness to accept the grant. They have requested this resolution by September 28, 2018.

Hellsgate Fire Department serves a total of 38 square miles, with 4,600 permanent residents and 1,400 seasonal residents in both the Town of Star Valley and the surrounding unincorporated area of Gila County. They are situated between the Town of Payson Fire Department and the



Christopher-Kohls Fire Department, and have automatic aid agreements with both.

### Conclusion

Hellsgate Fire District has not been able to keep up with the advancing technology in their field. With this grant request, they will be addressing the need to move to electronic patient care reports (e-PCR) and reporting on the federal level for fire reports in the field. In addressing the need to use technology in the field, the computer system in the main fire station also needs upgraded. If funded, this grant will allow the Hellsgate Fire District to modernize equipment that will work seamlessly with Payson Fire and the dispatch center.

Hellsgate Fire District has estimated that the entire project will cost approximately \$70,125 and have secured other funding for the total project amount.

### Recommendation

Staff recommends adoption of Resolution number 18-09-04 and acceptance of a pass through grant on behalf of the Hellsgate Fire District from the Gila River Indian Community in the amount of \$48,025 for critical technology upgrades for the Hellsgate Fire District.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 18-09-04 accepting a pass-through grant on behalf of the Hellsgate Fire District from the Gila River Indian Community in the amount of \$48,025 for critical technology upgrades for the Hellsgate Fire District. **(Jacque Sanders)**

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### Attachments

Resolution No. 18-09-04

Hellsgate Grant Application

Gila River Indian Community Grant Guidelines 2018

email notification Hellsgate grant resolution request

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## **RESOLUTION NO. 18-09-04**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, ACCEPTING A GRANT FROM THE GILA RIVER INDIAN COMMUNITY AS A PASS-THROUGH AGENCY FOR THE HELLSGATE FIRE DISTRICT.**

**WHEREAS**, the Hellsgate Fire District is a special taxing district formed in 2008 in Gila County; and,

**WHEREAS**, the Hellsgate Fire District is a finalist for a grant award from the Gila River Indian Community in the amount of \$48,025; and,

**WHEREAS**, funding for this grant is provided by a portion of Gila River Casino's annual revenues as a provision of Proposition 202 approved by Arizona voters in 2002, which created gaming compacts between the State of Arizona and Arizona Tribes and the intent of this funding is to support cities, towns and counties in providing government services that benefit the general public; and,

**WHEREAS**, many Indian Nations contribute their portion of funding directly to the State for distribution; the Gila River Indian Community chooses a direct disbursement to local governments; and,

**WHEREAS**, the Hellsgate Fire District is in need of supplemental funding for critical technology upgrades;

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors is accepting funding as a pass-through agency for Hellsgate Fire District per the gaming grants requirements of the Gila River Indian Nation.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of September 2018, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

---

Marian Sheppard  
Clerk of the Board

---

Tim R. Humphrey, Chairman

Approved as to form:

---

Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



## Gila River Indian Community Grant Application Grant Cycle 2018

### Cover Sheet

Municipality Information	
1. Date of Application: 3/30/2018 (NOTE: Click or use up/down arrow keys to move among fields)	
2. Name of City, Town or County: Gila	
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Mark Runzo, Chairman of Board	
4. Mailing Address: 80 S. Walters Lane	
5. City: Star Valley	State: Arizona Zip Code: 85541
6. Acknowledgement of Submission by Authorized Municipality Representative:	
Typed Name/Title: Angie M. Lecher, Business Manager Signature:	
Applicant Information	
7. Department/Organization Name: Hellsgate Fire District/Department	
8. Is this a 501c non-profit Organization? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, attach IRS Determination Letter	
9. Application Contact Person: Angie M. Lecher Title: Business Manager	
10. Phone Number: (928)474-3835	
11. Mailing Address: 80 S. Walters Lane	
12. City: Star Valley	State: Arizona Zip Code: 85541
13. Email Address: alecher@hellsgatefire.org Website Address: www.hellsgatefire.org	
Project Information	
14. Project Name: Hellsgate Critical Technology Upgrade	
15. Purpose of Grant: To enable the fire district to bring vital equipment up to date and begin managing data through advancing technology available to better serve the community	
16. Priority Funding Area	Public Safety
17. Annual amount requested	\$48,025
18. Number of years that funding is requested	1
19. Total amount requested (annual amount x number of years)	\$48,025
20. Has your organization received past funding from GRIC? If yes, list each year and amount	No
21. Geographic area served	Town of Star Valley along with 11 unincorporated communities in Gila County. HFD is also backup to Town of Payson and neighboring communities throughout Northern Gila County.

For Office Use Only:		
Data Entry	Receipt	Evaluation
Outcome <input type="checkbox"/> Approval Recommended/Amount \$		<input type="checkbox"/> Denial





## *Gila River Indian Community Grant Application Grant Cycle 2018*

### **Narrative**

Please structure your proposal to provide the following information in the order indicated. Provide the narrative in paragraph form in the text field provided. Please be thorough but strive for brevity.

1. Briefly describe the organization's history, mission and goals.

Hellsgate Fire Department (HFD) was formed in February of 2008 from the merger of Diamond Star Fire Department and Tonto Village Fire Department. Our district encompasses the Town of Star Valley and 11 unincorporated communities located in Northern Gila County. It is the mission of our department to create a safer environment and to provide for an increase in quality of life for all those to enjoy. We pride ourselves in providing a wide range of programs and services designed to protect the lives and property of the community from adverse effects of fire, medical emergencies or exposure to dangerous conditions created by either man or nature. It is the utmost goal of the department to do this effectively and efficiently by providing quality trained personnel with the tools to do their job to the best of their ability.

2. If the applying organization is non-municipal or a non-profit 501c, please describe your relationship with Arizona municipalities including past and present support, whether through partnerships, collaborations, in-kind contributions, grants, tax-based funding or other. Describe the supporting municipality's role in this project. If the applying organization is a municipality governmental sub-division please enter the text "Not applicable."

Not applicable.

3. Describe the proposed project and planned goals and activities.

HFD is proposing a project that is technology based. After several priority meetings it has been determined that our department can't operate effectively without addressing technology immediately. We have identified that our newest computer was bought in 2009 and often have periods that several computers are down or don't have the ability to be updated with new software because of their operating system. HFD is starting to see recovery from the economic downturn that devastated Arizona fire departments. Our priority during that time was to keep the personnel we had employed. All our efforts were focused on maintaining services and in the meantime we were passed over with advancing technology. In today's environment it is critical that you have the capabilities to access and use the internet, online cloud services, email, website development and social media. There are many things that have happened in the field of firefighting and EMS service that is based in this technology that we can't utilize. Training, reporting, notifications and everyday work is now tied in some way to the internet and software. Our proposal is to replace our server



## *Gila River Indian Community Grant Application Grant Cycle 2018*

which was originally purchased in 2002. This will require us to purchase a new firewall protection and internet ports, all of which we have been told is failing now. The server equipment is hub that will make our project successful. We are requesting 6 computers needed at the two stations for data entry on site, training and access to tracking software needed and 3 tablets that will be used in the field. This is not only a desire to stop double entry but the State of Arizona is mandating e-PCR reporting. It will cost an additional funds for the purchase of programs and software to be able to accomplish this. HFD also needs to provide in house email and software updates that allow us to access everyday programs like Word and provide security against cyberthreats for emails. All of this will require installation and training for personnel to maintain the system and programs. When successful in securing the initial setup costs and equipment it will require HFD to pay an annual amount for fees, maintenance and subscriptions. This portion of the grant request has been identified and secured in our budget but that is as far as our funds go. By allocating and identifying the annual amount we will be able to keep up with advancements or replacement needed HFD just needs help with the initial purchase.

4. Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.

This grant request will specifically enhance the fire departments ability to provide better care through training that will become available to us. We will also be able to do single entry on emergency calls freeing up time to complete additional tasks. Last but not least we will improve employee work environments from frustrating interruptions and down time with our current system.

5. Identify the needs/problems to be addressed, target population and number of people to be served by the project.

HFD has not been able to keep up with the advancing technology in our field. With this grant request we will be addressing the need to move to electronic patient care reports (e-PCR) and reporting on the federal level for fire reports in the field. In addressing the need to be able to use technology in the field we must upgrade our computer system located at our main station. If we don't address both of these areas we will be unsuccessful in accessing the the technology seamlessly and without continued issues. Our district is a total of 38 square miles of rural Arizona. There are approximately 4,600 permanent residents that we serve on a 1<sup>st</sup> served basis with another 1,400 seasonal residents. HFD has automatic aid agreements with Payson Fire and Christopher-Khol's Fire Department. The Town of Payson has approximately 15,000 residents alone. These two areas rely on our personnel to assist with all fire assignments and run EMS services during peak





## *Gila River Indian Community Grant Application Grant Cycle 2018*

times. If we had this equipment we would be able to work seamlessly with Payson Fire and the dispatch center to send the closest unit available. Transfer of calls to the local transporting agency would be done electronically and immediately on scene vs our paper and follow up procedures now.

6. Define the project as a new or continuing program.

This project is a new program as a whole. Even though we have a computer system it has always been an after thought and one that we have put little effort and money into. On a daily basis we are reminded how behind our system is with not being able to access new technology.

7. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible.

Work on replacing equipment would begin immediately when notified of funding. It should take no longer than 2 months to purchase all necessary equipment. All training and implementation should be completed soon after. HFD plans to have the system running no later than Jan. 1<sup>st</sup> from an October funding notice. Our timeline is flexible depending on when funding would be received.

8. Identify other organizations, partners or funders participating in the project and their roles.

HFD is securing the funding to remain current and have the system monitored and maintained for performance. We realize how important the future of our department's future is reliant on a working computer system. We have been able to secure funding to maintain and replace the system but have been unable to commit the money to get us up and running.

9. Would you be able to implement the proposed plan if your organization received partial funding for this project?

At this time if we are unable to secure the requested funding we will have to take money we have set aside for service of the requested equipment and begin purchasing a little at a time. Any partial funding of this grant would be used to begin this project. It would mean that the project would suffer as a whole but could enable us to get started on the project.

10. Describe your plan for project financial sustainability beyond the grant period. If this is a program/project previously funded by the Gila River Indian Community describe efforts made towards the previously described sustainability plan.

Gila River Indian Community would give us the ability to catch up to the requirements we need to meet today in the ever advancing technology field. With the initial money secured from this grant we would be



## *Gila River Indian Community Grant Application Grant Cycle 2018*

able to maintain and update as new technology becomes available. HFD has already made this our priority and will be budgeting accordingly so that we don't find ourselves lagging behind in this area down the road. Our road block is the initial money needed to move the project forward.

### *11. Describe your plan to document progress and results.*

Progress and results will be easily measured as everyday tasks will be done without hinderance. HFD will be able to use this technology to maintain e-PCR reports and Fire reporting. Our current system only allows our employees to enter this information from one location. We are not able to intergrade with our neighboring partners as they have moved to this technology already. Tracking is currently done with paper in the field and then is entered when arriving back to the main station. This is taking up valuable time and effort by making our employees handle the same information twice. By making it a single entry in the field they will be able to free up time for other valuable projects.

### *12. Indicate any application to and/or awards made by a tribe other than the Gila River Indian Community for state shared revenues for this and any other project for the past five (5) years. If this information is included in a separate attachment, please indicate that here.*

HFD has never applied for this type of grant. In fact most grants do not enable us to ask for this type of funding. Often times grants are offered to the fire community to purchase firefighting equipment or tools only and ignore our reliance on access to computers. It is our belief that this equipment is the beginning tools for us to serve the community. It may not actually save a life or prevent further property damage but does play a vital role in how we interact with the public. The rules and requirements placed on us from the state and federal level mean we have to purchase this equipment. HFD appreciates the opportunity that Gila River Indian Community is providing and we hope that you see value in this grant request for our community.





## Gila River Indian Community Grant Application Grant Cycle 2018

### Project Budget

Budget Period: July 2018 to June 2019

For each budget item listed here please provide a narrative description on the following Project Budget Detail page.

Proposed Budget Expense (list each budget item)	Amount requested from GRIC	Amount requested or secured from other funders	In Kind contributions	Total Budget
1. Server	\$13,703	\$0	\$0	\$13,703
2. Office Setup	\$7,447	\$0	\$0	\$7,447
3. Tablets	\$3,780	\$0	\$0	\$3,780
4. Setup Cost	\$6,130	\$0	\$0	\$6,130
5. Software/Email Migration	\$6,715	\$0	\$0	\$6,715
6. Recurring monthly cost for service and equipment replacement	\$0	\$15,072	\$0	\$15,072
7. Email & Software recurring cost	\$0	\$3,528	\$0	\$3,528
8. e-PCR & Report setup	\$10,250	\$0	\$0	\$10,250
9. e-PCR & Report recurring monthly cost	\$0	\$3,500	\$0	\$3,500
10. Click here to enter text.	\$0	\$0	\$0	\$0
11. Click here to enter text.	\$0	\$0	\$0	\$0
12. Click here to enter text.	\$0	\$0	\$0	\$0
13. Click here to enter text.	\$0	\$0	\$0	\$0
14. Click here to enter text.	\$0	\$0	\$0	\$0
15. Click here to enter text.	\$0	\$0	\$0	\$0
16. Click here to enter text.	\$0	\$0	\$0	\$0
17. Click here to enter text.	\$0	\$0	\$0	\$0
<b>Total Budget</b>	<b>\$48,025</b>	<b>\$22,100</b>	<b>\$</b>	<b>\$70,125</b>



## *Gila River Indian Community Grant Application Grant Cycle 2018*

### Project Budget Detail

Please provide a narrative description for each of the project budget items listed on the previous page. Include the dollar figure and how it was derived.

1. 8TB Network Sotrage, Onsite Backup, 2TB External Backup Drive, Rackmount Battery Backup, 9U Network Enclosure, 24 Port Patch Panel and Patch Cables
2. 6 Intel 7<sup>th</sup> Gen i5, 9GB Ram, 256GB SSD, 3 year warranty, 3 Dell 24 in. Monitors and 6 Decktop Battery Backup.
3. 3 Intel 7<sup>th</sup> Gen i5, 8GB Ram, 256GB SSD, 1 year warranty
4. One time setup fee including all labor and travel time
5. Migration and setup to Microsoft 365 for all email to include training with a sharepoint workspace
6. Annual amount for onsite service and trouble shooting for the entire system to include replacement of equipment every 4 years
7. Email and software annual costs
8. e-PCR and Fire reporting software purchase, setup and training costs
9. Annual fee to maintain software use
10. Click here to enter text.
11. Click here to enter text.
12. Click here to enter text.
13. Click here to enter text.
14. Click here to enter text.
15. Click here to enter text.
16. Click here to enter text.
17. Click here to enter text.

**Other explanation:** Click here to enter text.



## *Gila River Indian Community Grant Guidelines Grant Cycle 2018*

### **PLEASE READ THESE GUIDELINES IN THEIR ENTIRETY**

#### **Back Ground**

The passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes. An important provision of Proposition 202 was the sharing of gaming revenues with the State. A portion of the revenue to be shared can be retained by a tribe and distributed itself. Specifically, Proposition 202 states:

“The Tribe shall make twelve percent (12%) of its total annual contribution under Section 12(B) in either or both of the following forms:

- (1) Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development.
- (2) Deposits to the Commerce and Economic Development Commission Local Communities Fund established by A.R.S. Section 41-1505.12.”

The Gila River Indian Community has opted for option one above and therefore distributes these “12 percent” funds directly to cities, towns, or counties through our State Shared Revenue Grants Program. Since 2003 the Gila River Indian Community has contributed over 50 million dollars to Arizona communities through this revenue sharing program alone.

#### **Grants Overview**

The Gila River Indian Community will fund Arizona municipalities in providing government services in the areas of economic development, education, healthcare, public safety and transportation. Realizing that all municipalities may not be able to internally meet the need for these services within their government structure, non-profit organizations are eligible to partner with a city, town or county to apply for a grant that meets the intent of this funding. It is the applicant’s responsibility to contact a municipality for instructions on their internal processes **before** applying.

The Gila River Indian Community’s policy is to generally focus distributions on nearby cities, towns, and counties (i.e., Maricopa and Pinal Counties, municipalities bordering or in close proximity to the Gila River Indian Community) but retains the flexibility to consider more distant locations in order to maximize the positive impact that Tribal gaming has on the State of Arizona.



## *Gila River Indian Community Grant Guidelines Grant Cycle 2018*

### **2018 Grants Timeline**

**January 2, 2018** – Grant Cycle Opens.

Applications will be accepted electronically at [gricgrants@gric.nsn.us](mailto:gricgrants@gric.nsn.us) between the dates of January 2 – March 30, 2018. A complete application includes the completed GRIC coversheet **signed by the designated representative of the municipality**, the narrative portion of the application, and a proposed budget with budget detail. Non-profit applicants must also include a copy of the organization's IRS determination letter. All components submitted in one PDF file is preferred.

**March 30, 2018** – Applications that are incomplete or received after this date will not be considered in this grant cycle. We will make every attempt to notify applicants if an application is incomplete therefore submission prior to the final day is beneficial.

**July 31, 2018** – On or before this date applicants will be notified of the disposition of the application. This will be in the form of a notice that the application will be moving on to the award phase, or a notice of declination.

**September 1, 2018** – A resolution from the city/town council OR county board of supervisors will be due on or before this date **from those applicants selected to continue to the award phase**. The resolution will serve as the municipality's intent to accept any awarded funds and to use them in accordance with the application. It is at the municipality's discretion to submit this document along with initial application.

**October 2018** –all grant awards will be made on or before October 25, 2018. Grantees will be notified via email followed by formal award documents. All grant awards are at the discretion of the Gila River Indian Community, a sovereign Tribal Nation; there is no appeals process for an application not being awarded or denied.

### **Target Population and Range of Grants**

Grant funds may be used to serve all demographics of the population provided they are within the stated priority funding areas and provide a service that benefits the general public within the State of Arizona.

Grants for programs and projects can range in total from \$1,000 to \$300,000 and can be paid out in installments to support the program for at least one but no more than three years. Detailed and well justified budgets are essential. The Gila River Indian Community will determine the final amount and length of all grant awards; this may vary from the requested amount.



## *Gila River Indian Community Grant Guidelines Grant Cycle 2018*

The Gila River Indian Community will also consider capital requests of up to \$500,000 to be paid out in installments for at least one but no more than five years however the ultimate level of capital contribution will be at the discretion of the Gila River Indian Community based on interest in the project and available funding.

**Examples** of programs/projects in each of the priority funding areas may include, but are not limited to the following. These are only general examples of project types and should not be used in an application as justification.

- Economic Development – programs and projects that promote and assist with employment, job readiness, economic security, entrepreneurship, tourism, and commerce within individual cities, towns and counties and the State of Arizona.
- Education – programs and projects that assist students and/or educators in achieving success in the classroom from preschool through post-secondary education; programs and projects that provide tutoring and hands on learning, scholarship programs, museums, any other type of educational programs on any topic that enhances the general knowledge of participants or promotes life-long learning.
- Healthcare – health promotion, disease prevention, wellness activities, recreational activities that promote physical fitness, nutrition, behavioral health programs, drug, alcohol or tobacco use cessation, direct patient care, health education, and other programs that may assist in improving the overall health of participants or local communities.
- Public Safety – programs and projects that enhance the efforts of police departments and fire departments, crime prevention programs, reduction of environmental hazards, environmental protection or quality, educational programs that promote public and individual safety, shelters.
- Transportation – projects that provide or improve transportation systems for the general public.

In addition to these priority areas, the Gila River Indian Community reserves the right to utilize its discretion in soliciting special programs and projects not included in the above listing.

The Gila River Indian Community, Office of Special Funding may request additional information and/or a site visit from applicants during the review process. If a grant is approved, site visits may also be requested during the grant period to evaluate progress.





## *Gila River Indian Community Grant Guidelines Grant Cycle 2018*

### **Who We Fund**

The Gila River Indian Community will consider grant applications from Arizona cities, towns and counties. Non-municipal public service organizations (such as public schools, fire districts, etc.), and non-profit organizations that have tax-exempt status from the IRS are also eligible to apply however must partner with a municipality for application submission and must provide services that benefit the general public in or around that municipality.

**IMPORTANT** - All grant awards are made and paid to Arizona cities, towns and counties. Non-municipal organizations that wish to apply must establish a relationship with a city, town or county who will receive the grant and then distribute awarded funds as appropriate. This is in accordance with Proposition 202, distributions by tribe to cities, towns and counties.

### **Who/What We Do Not Fund**

- State Agencies/Departments
- Organizations from outside the State of Arizona
- Other gaming tribes
- Individuals
- Sponsorships
- Religious Activities
- Indirect or Administrative Costs
- Projects for the sole benefit of the Gila River Indian Community

### **How to Apply**

Application materials are available on our website at <http://www.gilariver.org>. Under the "Departments" menu, click on "Executive" and then "Office of Special Funding." Applications and all accompanying materials should be submitted via email to [gricgrants@gric.nsn.us](mailto:gricgrants@gric.nsn.us) no later than 5:00 p.m. on the posted deadline date. Late applications will not be considered. Please use the Grant Application Instructions for further direction/clarification.

**All applications must be signed by the designated representative of the city, town or county. Applications that are not signed, or that are signed by an individual other than the authorized municipality representative will be considered incomplete and will be referred back to the municipality for further verification.**

**A resolution from the applying city or town council or county board of supervisors will be requested from all applicants that will be considered for final approval. This resolution is**



## *Gila River Indian Community Grant Guidelines Grant Cycle 2018*

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If you have questions regarding the program or application process please contact Cheryl Pablo, Program Administrator or Terri Enos, Secretary III in the Gila River Indian Community Office of Special Funding – 520-562-9698, ext. 258. [cheryl.pablo@gric.nsn.us](mailto:cheryl.pablo@gric.nsn.us) [terri.enos@gric.nsn.us](mailto:terri.enos@gric.nsn.us)



## *Gila River Indian Community Grant Application Instructions* *Grant Cycle 2018*

Please use these instructions as a guide to completing the Gila River Indian Community State Shared Revenue Grant Application. If you have any questions about the grant guidelines or application process please contact the Gila River Indian Community, Office of Special Funding at 520-562-9698, ext. 258 or email to [Cheryl.pablo@gric.nsn.us](mailto:Cheryl.pablo@gric.nsn.us) or [terri.enos@gric.nsn.us](mailto:terri.enos@gric.nsn.us).

The application Cover Sheet, Narrative, Budget and Budget Detail can be form-filled electronically. Use the up and down arrow keys to move about the form fields or simply click on the field.

The Grant Application and all accompanying materials are due no later than 5:00 p.m. on the posted deadline date. Late or incomplete applications will not be considered. Please submit your application electronically in PDF format to [gricgrants@gric.nsn.us](mailto:gricgrants@gric.nsn.us). Contact the Gila River Indian Community, Office of Special Funding if you have challenges submitting the application electronically. Once your application is submitted you will receive a confirmation via email.

The grant application should consist of the following documents compiled in this order:

- ☐ The completed grant application **Cover Sheet** signed by the designated Municipality representative
- ☐ The application **Narrative**
- ☐ The **Project Budget**
- ☐ The Project **Budget Detail**
- ☐ Non-profit applications include a copy of the organization's **IRS letter of determination**
- ☐ For current GRIC grantees an **optional 1-page summary on current grant progress**
- ☐ Any **other supporting documentation** such as purchase quotes, letters of support, photos, etc.; however please keep these at a minimum.

### **Application instructions by section:**

#### **Cover Sheet**

Complete the cover sheet by clicking on each of the form fields. You may also use the up and down arrow keys to move from field to field.

#### Municipality Information Section

1. Enter the date of the application
2. Enter the name of the Arizona City, Town or County that will receive the grant
3. Enter the name of the Mayor (City or Town) or Chairman of the Board of Supervisors (County)
4. Enter the official mailing address of the City, Town, or County
5. Enter the mailing address City. The State is defaulted to Arizona. Enter the mailing address Zip Code.





## *Gila River Indian Community Grant Application Instructions Grant Cycle 2018*

6. Enter the name and title of the person designated by the municipality to sign GRIC applications. *You, the applicant, will need to **obtain this information from the municipality** directly. This is required to ensure that the municipality is aware that a grant application is being submitted to the Gila River Indian Community from or through the specified municipality.*

### Applicant Information Section

7. Enter the name of the applying Department (within the municipality government) or the name of the Non-Municipal/Non-profit Organization, whichever is applicable.
8. If the applicant is a Department or sub-division of the municipality check the No box. If the applicant is a Non-profit Organization check the Yes box. If the Yes box is checked, please attach a copy of the organization's IRS Determination Letter to the application following the budget detail page.
9. Enter the name of the application contact person. The person listed here will be our direct point of contact for grant-related questions or requests for information. All grant correspondence will be addressed to the contact person.
10. Enter the phone number of the person listed on line number nine.
11. Enter the official mailing address of the Department or Organization. This address will be used for grant correspondence sent via USPS.
12. Enter the mailing address City. The State is defaulted to Arizona. Enter the mailing address Zip Code.
13. Enter the email address of the person listed on line number nine. This address will be used for all grant correspondence sent via email. Enter the website address for the Department or Organization.

### Project Information Section

14. Enter the name of the Project for which grant funds will be used.
15. Enter a brief description of what the grant funds will be used for. Please limit this description to one or two sentences. There will be an opportunity to go into detail in the narrative section.
16. Choose a Priority Funding Area from the drop down menu. Choose the area that best fits the project. If the project falls under more than one priority area there will be an opportunity to further define this in the narrative section.
17. Enter the annual funding amount that is requested for this proposal.
18. Enter the number of years that funding is requested. Please refer to the Gila River Indian Community Grant Guidelines, Target Population and Range of Grants section for more information.
19. Enter the total amount requested (annual amount multiplied by the number of years).
20. If the Department/Organization entered on Line 7 has received grant funds from the Gila River Indian Community Prop 202 grants program in the past, please list the year and amount of past grants.
21. Enter the geographic area that will be served by the proposed project.



## *Gila River Indian Community Grant Application Instructions* *Grant Cycle 2018*

### **Narrative**

Each question of the Narrative section has a fill-in field that can be used to provide the information requested. Provide the narrative in paragraph form answering each question listed. If an attachment is used to provide the requested information please indicate so in the field provided.

### **Project Budget**

Each line and column of the Project Budget page has a fill-in field. Click in the box to change the default \$0 to the requested dollar amounts.

In **Column One** list the budget item(s) using as many lines as necessary. Not all projects will have 17 budget items.

In **Column Two** list the amount requested from the Gila River Indian Community for each budget item as it relates to the project narrative provided. Provide a column total. This total should equal the amount requested on the coversheet of the grant application. If this is a multi-year grant request provide a budget sheet for each year of the grant. The sum of this column for each year of the grant should total the amount requested on the coversheet of the grant application.

You may alternately create a similar table adding a column for each year of the grant request and submit in lieu of this page.

In **Column Three** list the amount requested or secured from other funders for this project for each budget item.

In **Column Four** list any In-Kind contributions for each budget item.

In **Column Five** list the total budget for each budget item across and then total this column at the bottom. The total of Columns 1 – 4 across (in the Total Budget line) and the total of Column Five should be the same.

### **Project Budget Detail**

Provide a narrative description for each of the budget items listed on the Project Budget page. Include the dollar figure and how it was derived.



## Gila River Indian Community Grant Guidelines Grant Cycle 2018

PLEASE READ THESE GUIDELINES IN THEIR ENTIRETY

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- ☐ Public Safety – programs and projects that enhance the efforts of police departments and fire departments, crime prevention programs, reduction of environmental hazards, environmental protection or quality, educational programs that promote public and individual safety, shelters.
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## Gila River Indian Community Grant Guidelines Grant Cycle 2018

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## Gila River Indian Community Grant Guidelines Grant Cycle 2018

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**Sanders, Jacque**

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**Subject:** FW: Gila River Grant Application  
**Attachments:** Gila River Grant Guidelines 2018.pdf

**From:** Cheryl Pablo <[Cheryl.Pablo@gric.nsn.us](mailto:Cheryl.Pablo@gric.nsn.us)>  
**Sent:** Wednesday, September 05, 2018 10:58 AM  
**To:** [alecher@hellsgatefire.org](mailto:alecher@hellsgatefire.org)  
**Cc:** Sheppard, Marian <[msheppa@gilacountyaz.gov](mailto:msheppa@gilacountyaz.gov)>  
**Subject:** Gila River Grant Application

Good Morning Ms. Lecher,

The Gila River Grants Review Committee met yesterday and have made a favorable recommendation for your application for the Hellsgate Fire District, Critical Technology Upgrade in the amount of \$48,025.00.

In order to move the application forward for final approval we will need a Resolution from the Gila County Board of Supervisors acknowledging their willingness to accept the grant. We request this resolution by September 28. Please let me know if you are not able to meet this deadline, or if you have any questions regarding this phase of the grant cycle.

Sincerely,  
Cheryl Pablo  
Program Administrator

**Sent from my Verizon 4G LTE Smartphone**

This message contains confidential information and is intended only for the individual(s) named. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by e-mail if you have received the e-mail by mistake and permanently delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.



**ARF-5095**

**2. C.**

**Work Session**

Meeting Date: 09/25/2018

Submitted For: James Menlove, County Manager

Submitted By: Sherry Grice, Management Associate

Department: County Manager

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Information

Request/Subject

Future use of County-owned property located off Highway 260 in Payson.

Background Information

In consideration of House Bill 2710 of the Forty-seventh Legislature - First Regular Session, Section 59 (B), which became law on June 4, 2002, since Gila County had not formed a provisional community college district before July 1, 2002, the State Board of Directors for Community Colleges should have assigned all rights, title and interest in real property it had purchased, received, held and taken leases to the Gila County Board of Supervisors.

On Dec, 15, 2005, at Fee No. 2005-023122 the Governing Board of the Gila County Community District deeded the property to Gila County. The property is shown as Parcels One and Two on Record of Survey Map 4004.

On Nov. 17, 2011, Gila County deeded a portion of this property to Gila Community College as recorded in Fee No. 2011-012657 and shown as Parcel No. One on Record of Survey Map No. 4004.

Evaluation

In 2008, the Gila Community College Facilities Master Plan outlined a projection of their facilities needs in the future. It estimated that an additional 5,600 square feet of classroom and administrative support space will be required.

Conclusion

Gila County currently has approximately 21 acres of land available for use. Situated in this land the Town of Payson has one acre of land. Preliminary discussions with Town of Payson staff indicate the Town is willing to work with the County should the County wish to develop the available land.

### Recommendation

Staff recommends that the Board discuss the future use of County-owned property located off Highway 260 in Payson.

### Suggested Motion

Information/Discussion to consider the future use of County-owned property located off Highway 260 in Payson. **(James Menlove)**

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### Attachments

Fee No. 1999-10573

Fee No. 2005-023122

Fee No. 2011-012567

Site map with contours

ROS 1739

ROS 1739A

ROS 4004

---

WHEN RECORDED, MAIL TO:  
Town of Payson  
303 N. Beeline Highway  
Payson, AZ 85541



\*\*\*\*\*  
335-000-536689

## WARRANTY DEED

For the consideration of Ten and No/100 Dollars, and other valuable considerations, I or we,

STATE BOARD OF DIRECTORS FOR COMMUNITY COLLEGES OF ARIZONA, for and on behalf of EASTERN ARIZONA COLLEGE

the Grantors

does hereby convey to

**THE TOWN OF PAYSON, a municipal corporation**

the Grantee

the following described real property situate in Gila County, Arizona;

SEE ATTACHED EXHIBIT "A" BY THIS REFERENCE MADE A PART HEREOF

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights-of-way and easements of record.

And the Grantors do warrant the title against all persons whomsoever,  
subject to the matters above set forth.

Dated this 21st day of June, 1999

STATE BOARD OF DIRECTORS FOR COMMUNITY COLLEGES OF ARIZONA

THIS DEED IS EXEMPT FROM  
AFFIDAVIT BY PERSON OF  
ARS 11-1134 A-3

BY: Lois Claridge  
Lois Claridge, authorized member

[illegible]

This instrument was executed and acknowledged before me this 28 day of June, 1999 by Lois Claridge, personally known to me, who acknowledged herself to be a member of the State Board of Directors for Community Colleges of Arizona, who being authorized to do so, executed the foregoing ~~on behalf of the Board.~~



**MARILYN WELKER**  
Notary Public - State of Arizona  
GRAHAM COUNTY  
My Comm. Expires Nov. 3, 1999

Naulya Yelke  
Notary Public

No. 335-000-536689

That certain parcel of land lying in Section 2, Township 10 North, Range 10 East of the Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly described as follows:

Parcel B, of Record of Survey/Minor Land Division recorded May 24, 1999, in Survey Map Nos. 1739, Gila County Records.

When recorded, mail to:  
Gila County Board of Supervisors  
Attn: Marian Sheppard  
1400 East Ash Street  
Globe, AZ 85501



Gila County, AZ

QCD

2005-023122

Page: 1 of 2

12/15/2005 11:03A

0.00



## QUIT CLAIM DEED

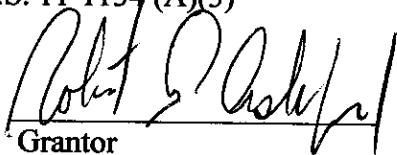
In consideration of House Bill 2710 of the Forty-seventh Legislature – First Regular Session, Section 59 (B), which became law on June 4, 2002, since Gila County had not formed a provisional community college district before July 1, 2002, The State Board of Directors for Community Colleges should have assigned all rights, title and interest in real property it had purchased, received, held and taken leases; to the Gila County Board of Supervisors, I or We,

the Governing Board of the Gila County Community College District, does hereby quitclaim to the County Board of Supervisors of Gila County, the following described property situated in Gila County, Arizona:

### SEE EXHIBIT A

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record.

Exempt from Affidavit of Value and fee per A.R.S. 11-1134 (A)(3)

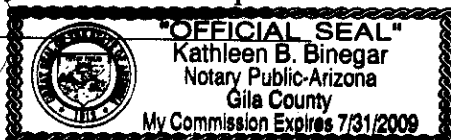
  
Grantor

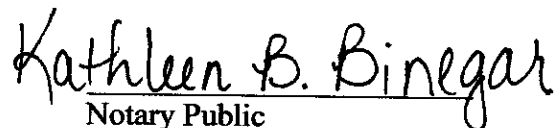
### ACKNOWLEDGMENT

State of Arizona )  
County of Gila ) ss

The foregoing instrument was acknowledged before me the 15<sup>th</sup> day of December, 2005 by Robert S. Ashford

My Commission Expires:



  
Notary Public



Gila County, AZ

QCD

2005-023122

Page: 2 of 2  
12/15/2005 11:03A  
0.00

## EXHIBIT A

Lots 5, 7, 9, and 11, Section 2, Township 10 North, Range 10 East,  
Gila and Salt River Meridian, Arizona.

The area described contains 63.81 acres, according to the official  
plats of survey of said land on file in the Bureau of Land  
Management.

Except the following described property:  
Parcel B, of Record of Survey/Minor Land Division recorded May  
24, 1999, in Survey Map Numbers 1739 and 1739A, Gila County  
Records.

When recorded return to:  
Gila County Finance  
1400 East Ash Street  
Globe, Arizona, 85501



## QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC**, does hereby release, remise, and forever quitclaim unto **GILA COMMUNITY COLLEGE**, a Provisional Community College District pursuant to A.R.S. §15-1409, the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" and Exhibit "B" attached and made part hereof

Exempt per A.R.S. Section § 11-1134 (A)(3)

Date this 15th day of November 2011.

Approved:

Tommie C. Martin, Chairman  
Gila County Board of Supervisors

Attest:

Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors

STATE OF (ARIZONA)

) ss.

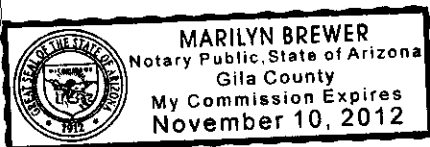
COUNTY OF (GILA)

## ACKNOWLEDGMENT

On this 15<sup>th</sup> day of November 2011, before me, the undersigned Notary Public, personally appeared Tommie C. Martin, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Chief Deputy Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: 11/10/12

  
Notary Public

**EXHIBIT "A"**

**GILA COMMUNITY COLLEGE CAMPUS  
Located in Globe, Arizona**

Gila County Public Works  
Job No. GC2011-24

November 2, 2011  
Page 1 of 2

**Real property situate in the County of Gila, State of Arizona, particularly described as follows:**

**That certain parcel of ground situate in Sections One (1) and Twelve (12), Township 1 South, Range 15 East, and HOMESTEAD ENTRY SURVEY NO. 66, Gila County, Arizona, more particularly bounded and described as follows:**

**BEGINNING at corner No. 1 of H.E.S. No. 66 marked with a stone corner, 1, H.E.S. No. 66, and which is of record in the office of the County Recorder of Gila County, Arizona; thence North 81° 08' East, 409.21 feet to the true point of beginning;**

**Thence North 00° 30' 11" East, 905.35 feet;**

**Thence North 89° 54' 11" East, 306.57 feet;**

**Thence North 00° 03' 02" West, 329.09 feet;**

**Thence North 88° 41' 11" East, 416.61 feet;**

**Thence South 20° 28' 06" East, 174.41 feet;**

**Thence South 81° 33' 24" East, 50.94 feet;**

**Thence South 32° 00' 40" East, 54.90 feet;**

**Thence South 20° 00' 20" East, 83.42 feet;**

**continued**



Gila County Public Works  
Job No. GC2011-24

November 2, 2011  
Page 2 of 2

Thence South 06° 30' 33" East, 79.74 feet;

Thence South 03° 06' 19" West, 193.83 feet;

Thence South 43° 01' West, 357.47 feet;

Thence South 05° 41' East, 171.24 feet;

Thence South 88° 11' East, 205.22 feet;

Thence South 14° 58' 48" West, 63.02 feet;

Thence South 30° 06' 25" West, 137.75 feet;

Thence South 09° 07' 40" West, 127.59 feet;

Thence South 79° 44' 15" West, 785.76 feet;

Thence North 00° 30' 11" East, 208.41 feet to the true point of beginning,  
comprising an area of 22.94 acres, more or less.



**EXHIBIT "B"**

**GILA COMMUNITY COLLEGE CAMPUS  
Located in Payson, Arizona**

**Gila County Public Works  
Job No. GC2011-24**

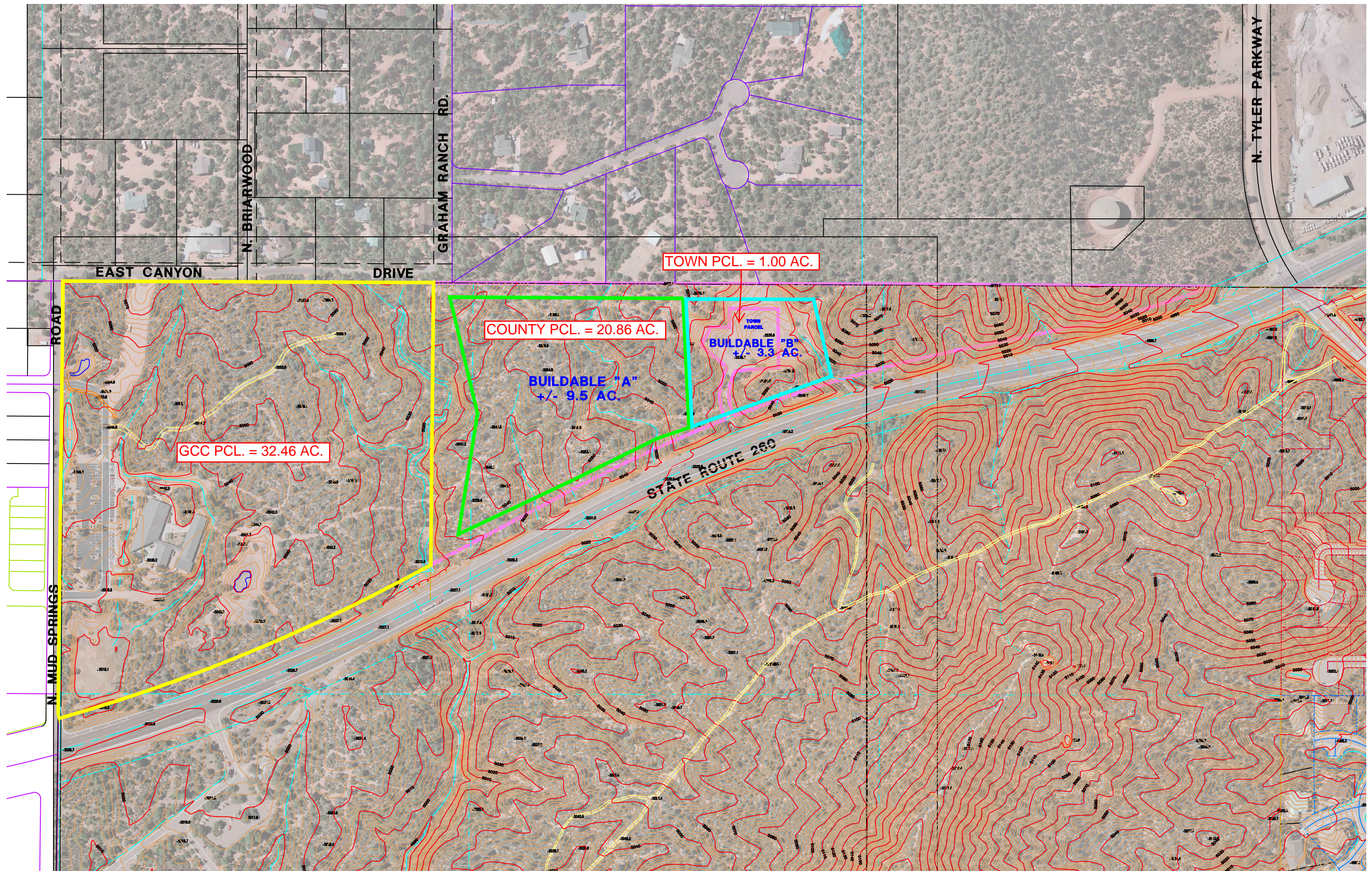
**November 2, 2011  
Page 1 of 1**

**Real property situate in the County of Gila, State of Arizona, particularly described as follows:**

**That certain parcel of ground situate in Section Two (2), Township 10 North, Range 10 East, of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:**

**Parcel "1", of Record of Survey/Minor Land Division recorded October 25, 2011, as Survey Map No. 4004, Gila County Records.**







# RECORD OF SURVEY / MINOR LAND DIVISION

OF A PORTION OF SECTION 2, TOWNSHIP 10 NORTH, RANGE 10 EAST OF THE G. & S.R.M., GILA COUNTY, ARIZONA

FOR: TOWN OF PAYSON  
303 N. BEELINE HIGHWAY  
PAYSON, AZ 85541  
PHONE: (520) 474-5242

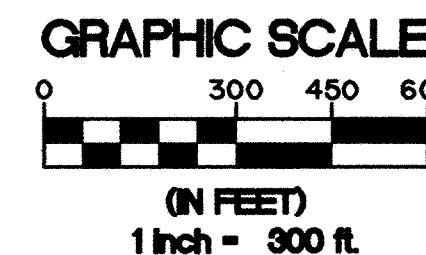
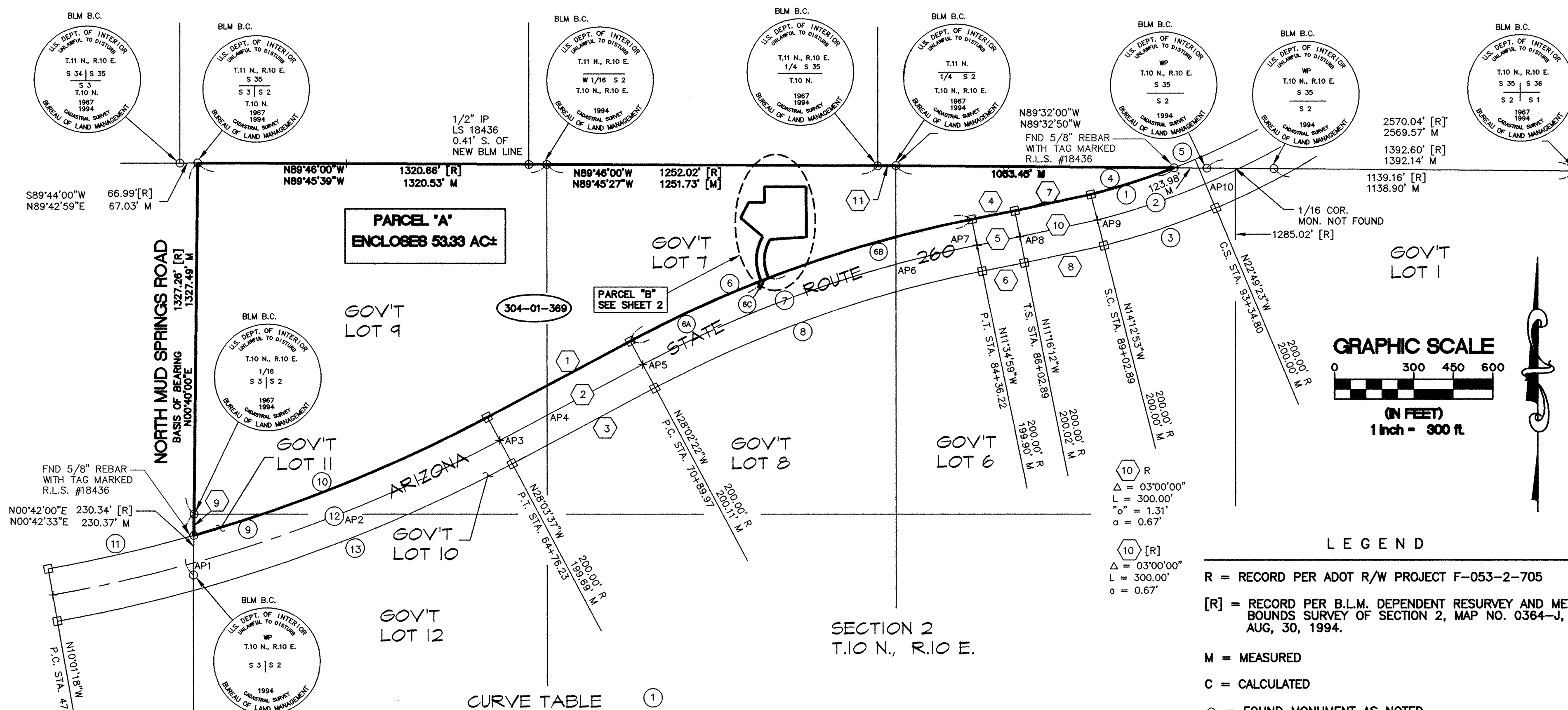


State of Arizona, County of Gila ss:  
I do hereby certify that the within instrument was  
filed and recorded at the request of  
Date 5-14-99 Time 2:30 M Map No. 1739  
Official Records, Records of Gila County, Arizona WITNESS  
my hand and official seal the day and year first above written.  
Linda Haught Ortega  
County Recorder

by Wanda J. Rakocz

1999-8536

SECTION 35  
T.11 N., R.10 E.



## LEGEND

R = RECORD PER ADOT R/W PROJECT F-053-2-705  
[R] = RECORD PER B.L.M. DEPENDENT RESURVEY AND METES AND BOUNDS SURVEY OF SECTION 2, MAP NO. 0364-J, DATED AUG, 30, 1994.

M = MEASURED

C = CALCULATED

○ = FOUND MONUMENT AS NOTED

● = SET 5/8" REBAR WITH TAG MARKED R.L.S. #18436

□ = FOUND ADOT ALUMINUM MONUMENT

304-01-369 = ASSESSOR'S PARCEL NUMBER

THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF APRIL, 1999.

BLAIR C. MEGGITT, R.L.S. #18436

JOB NO. 98123

SHEET 1 OF 2

**APEX**  
LAND SURVEYING, INC.

600 E. HWY. 260  
SUITE "14"  
PAYSON, ARIZONA 85541  
PHONE (520) 474-8484  
PHONE (520) 472-6783

## CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
1 R*	2764.79'	416.83'	08°38'17"
1 C	2764.79'	416.92'	08°38'24"
2 R	2864.79'	431.90'	08°38'17"
2 [R]	2864.79'	431.97'	08°38'23"
2 C	2864.79'	431.95'	08°38'20"
3 R	2964.79'	446.98'	08°38'23"
3 M	2964.79'	446.97'	08°38'16"
4 M	2764.79'	331.20'	06°51'49"
5 M	2764.79'	85.72'	01°46'35"
6 R	4683.66'	1375.62'	16°49'41"
6 M*	4683.66'	1375.91'	16°49'54"
6A M	4683.66'	544.66'	06°39'46"
6B M	4683.66'	801.25'	09°48'06"
6C M	4683.66'	30.00'	00°22'01"
7 R	4583.66'	1346.25'	16°49'41"
7 [R]	4583.66'	1347.20'	16°50'24"
7 C	4583.66'	1347.19'	16°50'23"
8 R	4483.66'	1316.88'	16°49'41"
8 M	4483.66'	1318.46'	16°50'54"
9 R*	5629.58'	1766.02'	17°58'26"
9 M	5629.58'	1766.18'	17°58'32"
10 M	5629.58'	1199.51'	12°12'30"
11 M	5629.58'	566.67'	05°46'02"
12 R*	5729.58'	1797.39'	17°58'26"
12 [R]	5729.58'	1797.61'	17°58'34"
12 C	5729.58'	1797.64'	17°58'35"
13 R	5829.58'	1828.76'	17°58'26"
13 M	5829.58'	1829.11'	17°58'38"

\* = TOTAL CURVE

## NOTE:

- GOVERNMENT LOTS ARE TO THE CENTERLINE OF ARIZONA STATE ROUTE 260.
- THERE IS NO ZONING DESIGNATION FOR PARCEL 301-01-369
- THIS MAP WAS CREATED TO SUPERCEDE THAT RECORD OF SURVEY/MINOR LAND DIVISION G.C.R. MAP NO. 1723 & 1723A.

## TOWN OF PAYSON APPROVALS

Deborah L. Danett 5-14-99  
PUBLIC WORKS ENGINEER DATE  
Randy L. Frost 5/14/99  
ZONING ADMINISTRATOR DATE  
990514  
TOWN OF PAYSON JOB NO.

## LINE TABLE

LINE	DIRECTION	DISTANCE
1 R	N62°37'23"E	613.74'
1 M	N61°57'42"E	613.45'
2 [R]	N61°59'00"E	613.14'
2 R	N62°37'23"E	613.74'
2 C	N61°58'52"E	613.41'
3 R	N62°37'23"E	613.74'
3 M	N62°00'01"E	613.37'
4 R	N79°27'04"E	166.67'
4 M	N78°45'59"E	166.64'
5 [R]	N78°48'00"E	165.99'
5 R	N79°27'04"E	166.67'
5 C	N78°47'17"E	166.09'
6 R	N79°27'04"E	166.67'
6 M	N78°48'37"E	165.55'
7 R	N78°27'36"E	294.73'
7 M	N77°49'42"E	294.70'
8 R	N78°26'33"E	305.20'
8 M	N77°48'13"E	304.98'
9 M	N00°42'33"E	80.46'
10 M	N77°48'56"E	299.84'
11 [R]	S89°26'00"W	68.64'
11 M	S89°24'51"W	68.79'

1739-A

# RECORD OF SURVEY / MINOR LAND DIVISION

OF A PORTION OF SECTION 2, TOWNSHIP 10 NORTH, RANGE 10 EAST OF THE G. & S.R.M., GILA COUNTY, ARIZONA

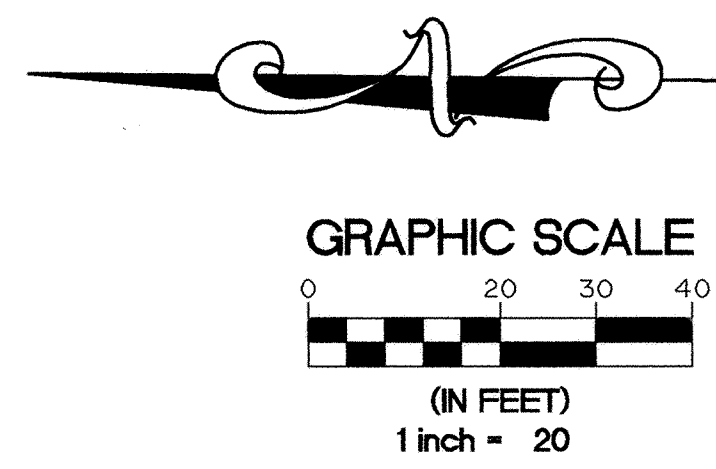
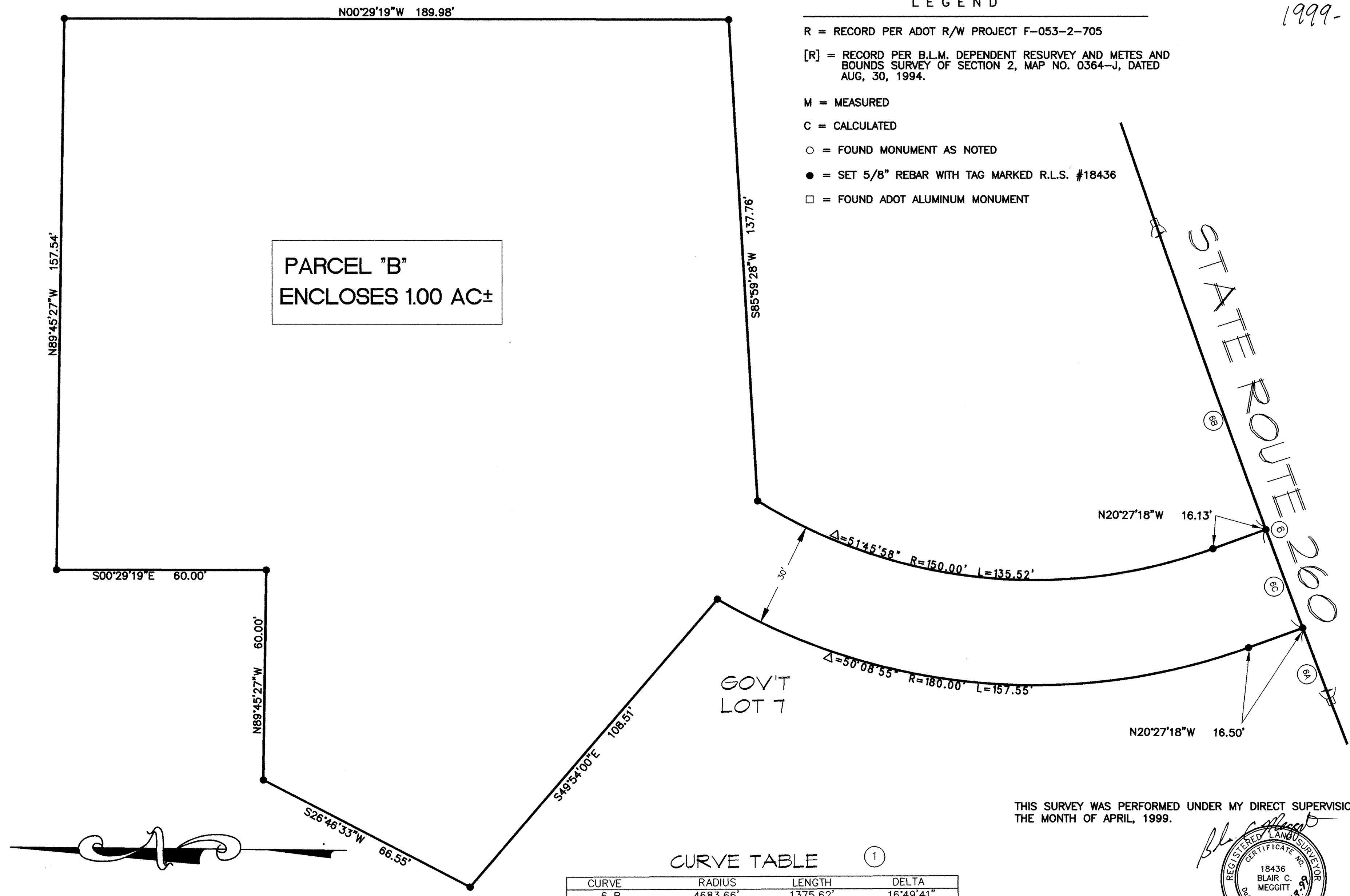


State of Arizona, County of Gila ss;  
I do hereby certify that the within instrument was  
filed and recorded at the request  
of 1999-8536 of 1739A  
Date 5-13-99 File 5-13-99 Map No. 1739A  
Official Records, Records of Gila County, Arizona WITNESS  
my hand and official seal the day and year first above written.  
Linda Haught Ortega  
County Recorder  
By Wanda J. Kokozz

1999-8536

## LEGEND

- R = RECORD PER ADOT R/W PROJECT F-053-2-705
- [R] = RECORD PER B.L.M. DEPENDENT RESURVEY AND METES AND BOUNDS SURVEY OF SECTION 2, MAP NO. 0364-J, DATED AUG, 30, 1994.
- M = MEASURED
- C = CALCULATED
- = FOUND MONUMENT AS NOTED
- = SET 5/8" REBAR WITH TAG MARKED R.L.S. #18436
- = FOUND ADOT ALUMINUM MONUMENT

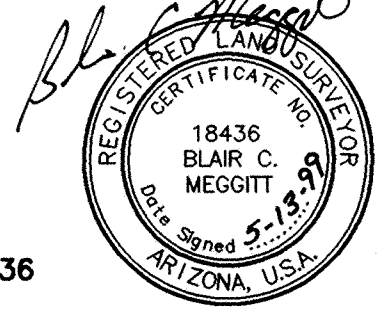


## CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
6 R	4683.66'	1375.62'	16°49'41"
6 M*	4683.66'	1375.91'	16°49'54"
6A M	4683.66'	544.66'	06°39'46"
6B M	4683.66'	801.25'	09°48'06"
6C M	4683.66'	30.00'	00°22'01"

\* = TOTAL CURVE

THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF APRIL, 1999.



BLAIR C. MEGGITT, R.L.S. #18436

JOB NO. 98123

SHEET 2 OF 2



600 E. HWY. 260  
SUITE "14"  
PAYSON, ARIZONA 85541  
PHONE (520) 474-8484  
PHONE (520) 472-6783

1739A

C:\SDSK\PROJ\97131\98123\98123R052.DWG

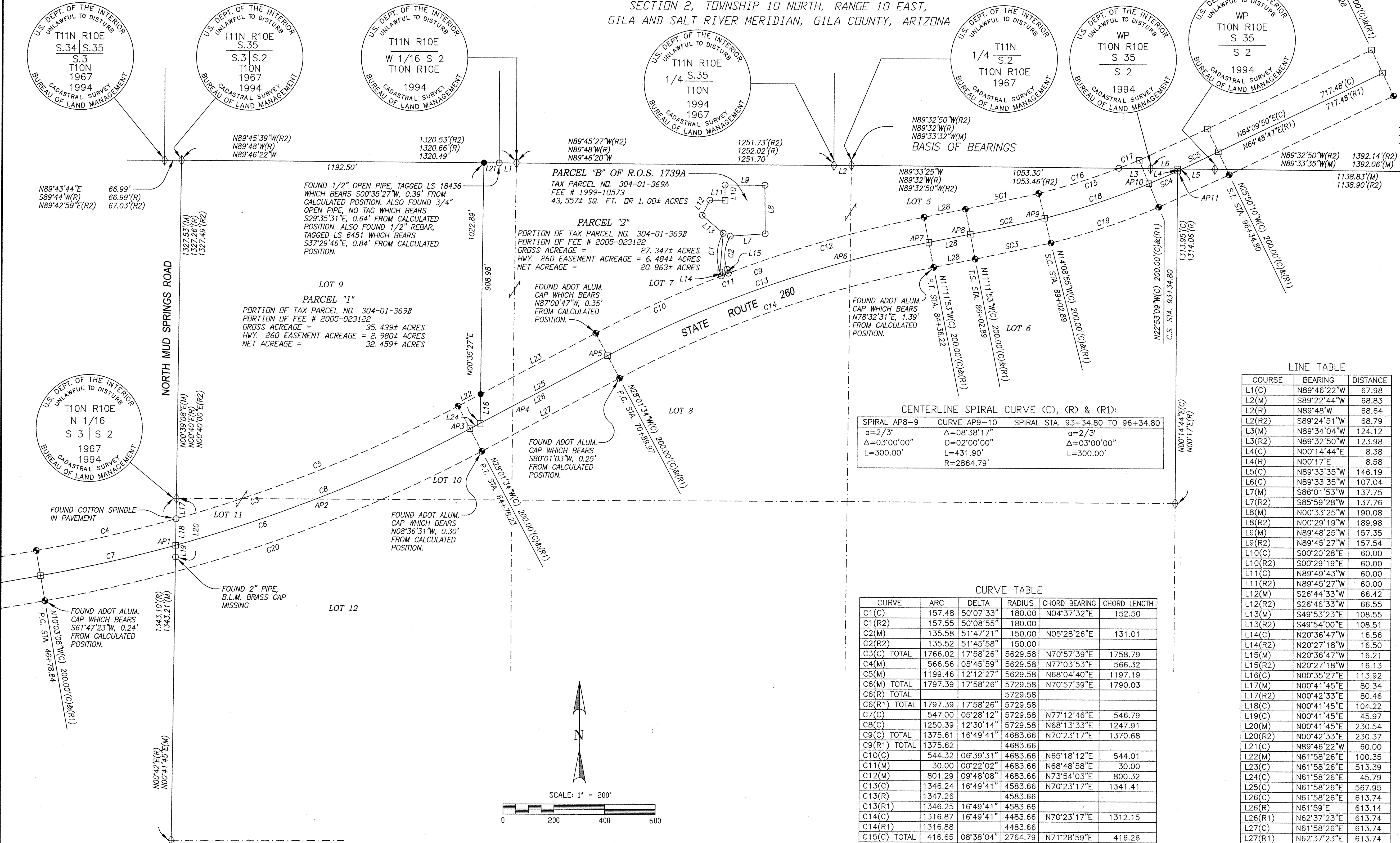


RECORD OF SURVEY / MINOR LAND DIVISION

4004

SHOWING  
PROPERTY DESCRIBED IN FEE NO. 2005-023122  
SITUATE IN  
SECTION 2, TOWNSHIP 10 NORTH, RANGE 10 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: Gila County Public Works  
DATE: 10-25-2011 TIME:  
SURVEY MAP NO. 4004, OFFICIAL RECORDS OF GILA COUNTY,  
ARIZONA. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR  
FIRST ABOVE WRITTEN.  
SADIE TOMERLIN DALTON, COUNTY RECORDER  
BY: *Steve Stratton*



- LEGEND
- ◆ = FOUND B. L. M. BRASS CAP AS NOTED
  - = FOUND 5/8" REBAR WITH TAG MARKED R. L. S. 18436, UNLESS OTHERWISE NOTED.
  - = PROPERTY CORNER SET WITH 1/2" REBAR AND ALUMINUM CAP STAMPED GILA COUNTY ENG. DEPT., LS 25089, UNLESS OTHERWISE NOTED.
  - ⦿ = FOUND ADOT ALUMINUM CAP
  - = CALCULATED POINT, NOTHING FOUND OR SET
- LOT 5 = GLO LOT NUMBER
- 304-01-369A = GILA COUNTY ASSESSOR TAX PARCEL NUMBER
- AP7 = REFERENCED FROM B. L. M. DEPENDENT RESURVEY AND METES AND BOUNDS SURVEY OF SECTION 2, MAP NO. 364-J, DATED AUGUST 30, 1994.
- (R) = B. L. M. DEPENDENT RESURVEY AND METES AND BOUNDS SURVEY OF SECTION 2, MAP NO. 0364-J, DATED AUGUST 30, 1994.
- (R1) = ADOT R/W PROJECT F-053-2-705 REFERENCED IN DOCKET 827, PAGES 93 - 97
- (R2) = RECORDED DATA PER RDS 1739 & 1739A
- (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.

LINE TABLE

COURSE	BEARING	DISTANCE
L1(C)	N89°46'22"W	67.98
L2(M)	S89°22'44"W	68.83
L2(R)	N89°48'W	68.64
L2(R2)	S89°24'51"W	68.79
L3(M)	N89°34'04"W	124.12
L3(R2)	N89°32'50"W	123.98
L4(C)	N00°14'44"E	8.38
L4(R)	N00°17'E	8.58
L5(C)	N89°33'35"W	146.19
L6(C)	N89°33'35"W	107.04
L7(M)	S86°01'53"W	137.75
L7(R2)	S85°59'28"W	137.76
L8(M)	N00°33'25"W	190.08
L8(R2)	N00°29'19"W	189.98
L9(M)	N89°48'25"W	157.35
L9(R2)	N89°45'27"W	157.54
L10(C)	S00°20'28"E	60.00
L10(R2)	S00°29'19"E	60.00
L11(C)	N89°49'43"W	60.00
L11(R2)	N89°45'27"W	60.00
L12(M)	S26°44'33"W	66.42
L12(R2)	S26°46'33"W	66.55
L13(M)	S49°53'23"E	108.55
L13(R2)	S49°54'00"E	108.51
L14(C)	N20°36'47"W	16.56
L14(R2)	N20°27'18"W	16.50
L15(M)	N20°36'47"W	16.21
L15(R2)	N20°27'18"W	16.13
L16(C)	N00°35'27"E	113.92
L17(M)	N00°41'45"E	80.34
L17(R2)	N00°42'33"E	80.46
L18(C)	N00°41'45"E	104.22
L19(C)	N00°41'45"E	45.97
L20(M)	N00°41'45"E	230.54
L20(R2)	N00°42'33"E	230.37
L21(C)	N89°46'22"W	60.00
L22(M)	N61°58'26"E	100.35
L23(C)	N61°58'26"E	513.39
L24(C)	N61°58'26"E	45.79
L25(C)	N61°58'26"E	567.95
L26(C)	N61°58'26"E	613.74
L26(R)	N61°59'E	613.14
L26(R1)	N62°37'23"E	613.74
L27(C)	N61°58'26"E	613.74
L27(R1)	N62°37'23"E	613.74
L28(C)	N78°48'07"E	166.67
L28(R)	N78°48'E	165.99
L28(R1)	N79°27'04"E	166.67

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH
C1(C)	157.48	50°07'33"	180.00	N04°37'32"E	152.50
C1(R2)	157.55	50°08'55"	180.00		
C2(M)	135.58	51°47'21"	150.00	N05°28'26"E	131.01
C2(R2)	135.52	51°45'58"	150.00		
C3(C) TOTAL	1766.02	17°58'26"	5629.58	N70°57'39"E	1758.79
C4(M)	566.56	05°45'59"	5629.58	N77°03'53"E	566.32
C5(M)	1199.46	12°12'27"	5629.58	N68°04'40"E	1197.19
C6(M) TOTAL	1797.39	17°58'26"	5729.58	N70°57'39"E	1790.03
C6(R) TOTAL			5729.58		
C6(R1) TOTAL	1797.39	17°58'26"	5729.58		
C7(C)	547.00	05°28'12"	5729.58	N77°12'46"E	546.79
C8(C)	1250.39	12°30'14"	5729.58	N68°13'33"E	1247.91
C9(C) TOTAL	1375.61	16°49'41"	4683.66	N70°23'17"E	1370.68
C9(R1) TOTAL	1375.62		4683.66		
C10(C)	544.32	06°39'31"	4683.66	N65°18'12"E	544.01
C11(M)	30.00	00°22'02"	4683.66	N68°48'58"E	30.00
C12(M)	801.29	09°48'08"	4683.66	N73°54'03"E	800.32
C13(C)	1346.24	16°49'41"	4583.66	N70°23'17"E	1341.41
C13(R)	1347.26		4583.66		
C13(R1)	1346.25	16°49'41"	4583.66		
C14(C)	1316.87	16°49'41"	4483.66	N70°23'17"E	1312.15
C14(R1)	1316.88		4483.66		
C15(C) TOTAL	416.65	08°38'04"	2764.79	N71°28'59"E	416.26
C15(R1) TOTAL	416.83		2764.79		
C16(C)	330.86	06°51'24"	2764.79	N72°22'19"E	330.66
C17(C)	85.79	01°46'41"	2764.79	N68°03'17"E	85.79
C18(C)	431.90	08°38'17"	2864.79	N71°28'59"E	431.49
C18(R1)	431.90	08°38'17"	2864.79		
C19(C)	447.15	08°38'29"	2964.79	N71°28'59"E	446.73
C19(R1)	446.98		2964.79		
C20(C) TOTAL	1828.76	17°58'26"	5829.58	N70°57'39"E	1821.27

SPIRAL CHORD TABLE

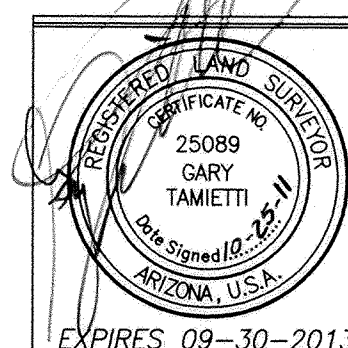
COURSE	BEARING	DISTANCE
SC1(C)	N77°48'37"E	294.81
SC1(R1)	N78°27'36"E	294.73
SC2(C)	N77°48'07"E	299.96
SC3(C)	N77°47'38"E	305.11
SC3(R1)	N78°26'33"E	305.20
SC4(C)	N66°05'58"E	123.23
SC5(C)	N64°30'43"E	176.77

TOWN OF PAYSON APPROVALS

*Robert Bant* 10-25-11  
PUBLIC WORKS DIRECTOR DATE

*Shirley* 10-25-11  
ZONING ADMINISTRATOR DATE

11102 S  
TOWN OF PAYSON JOB NO.



GILA COUNTY PUBLIC WORKS  
STEVE STRATTON, DIRECTOR  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501  
(928) 425-3231  
DATE: 10-25-11 SCALE: 1" = 200'

4004

**ARF-5096**

**2. D.**

**Work Session**

Meeting Date: 09/25/2018

Submitted For: James Menlove, County Manager

Submitted By: Sherry Grice, Management Associate

Department: County Manager

---

Information

Request/Subject

Intergovernmental Agreements (IGAs) with Other Government Agencies for the Purchase of Fuel

Background Information

In April 1999, Gila County and the Pleasant Valley Fire District (PVFD) entered into an IGA that allowed PVFD to purchase fuel from the County. That agreement was for one six-month period and shall renew for successive six-month periods until one party cancels. The PVFD continues to purchase fuel from the County.

Gila County also sells fuel to the Young School District (YSD). A letter is on file from the YSD requesting an IGA to purchase fuel; however, Public Works does not have a copy of an executed IGA and the County is unsure if an IGA was ever executed. The YSD purchases fuel from Gila County.

Since 2004, Gila County has partnered with Tonto Basin School District #33 to allow the School District to purchase fuel from the County, at cost, for its school buses. The most recent IGA (No. 082015-1) expired in August 2016; however, Tonto Basin School District continues to purchase fuel from the County.

In 2005, IGA Contract No. 203-527/2-2005 let the Tonto Basin Fire District (TBFD) purchase fuel from Gila County. That IGA expired in 2010, and the TBFD does not currently purchase fuel from Gila County.

Evaluation

Currently Gila County allows three other governmental entities to purchase fuel from the County at cost: Young Public School, Pleasant Valley Fire District, and Tonto Basin School District.

Conclusion



This is an example of governmental bodies working together for the benefit of the taxpayers. Intergovernmental agreements, such as this, allow taxing bodies to provide more and better services to the community while lessening the cost to a single taxing body and, at the same time, better utilizing equipment and facilities.

Recommendation

N/A

Suggested Motion

Information/Discussion to consider entering into Intergovernmental Agreements with other governmental agencies for the purchase of fuel.

**(James Menlove)**

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Attachments

TBFD IGA

PVFD IGA

TBSD IGA

YSD Letter

Fuel Prices

Fuel Usage

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INTERGOVERNMENTAL AGREEMENT BETWEEN GILA COUNTY  
BOARD OF SUPERVISORS ON BEHALF OF GILA COUNTY PUBLIC  
WORKS DIVISION AND TONTO BASIN FIRE DISTRICT

(Public Works) Contract No. 203-527/2-2005

**THIS AGREEMENT** is made by and between GILA COUNTY BOARD OF SUPERVISORS on behalf of GILA COUNTY PUBLIC WORKS DIVISION (hereinafter called the "County") and TONTO BASIN FIRE DISTRICT (hereinafter called the "Fire District").

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I – TERM**

This agreement shall be for a term of 5 years, commencing the date signed by both parties. The COUNTY shall have the option to extend this Contract for one time for a second five year period. Any modification or extension shall be by formal written amendment executed by both parties.

**ARTICLE II – SCOPE**

The FIRE DISTRICT will be allowed to purchase fuel from the Gila County fuel station in Tonto Basin at Punkin Center. The FIRE DISTRICT will reimburse the COUNTY monthly at cost plus overhead for the fuel consumed by the FIRE DISTRICT equipment.

**ARTICLE III – PAYMENT**

The FIRE DISTRICT will pay the COUNTY for the fuel that is consumed at the cost the COUNTY incurs for the fuel plus overhead. The COUNTY will invoice the FIRE DISTRICT by the 15<sup>th</sup> day of each month and will be paid within 30 days of the date of invoice.

## **ARTICLE IV – INDEPENDENT CONTRACTORS**

The status of the parties shall be that of independent contractors and nothing in this agreement shall be construed as creating a joint venture.

## **ARTICLE V – TERMINATION**

The parties reserve the right to terminate this Contract at any time and without 30 days written notice of such intent to terminate. This contract is subject to the cancellation provisions of A.R.S. § 38-511. This contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the FIRE DISTRICT is in default of any provision of this contract.

## **ARTICLE VI – NON-ASSIGNMENT**

The FIRE DISTRICT shall not assign its right to this Contract in whole or in part. Assignment may be withheld at the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

## **ARTICLE VII – INDEMNIFICATION**

The FIRE DISTRICT shall indemnify, defend and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the FIRE DISTRICT, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

## **ARTICLE VIII – NOTICES**

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

### **COUNTY**

Gila County Public Works  
Attn.: Gila County Fuel Management  
1400 East Ash Street  
Globe, AZ 85501

### **FIRE DISTRICT**

Tonto Basin Fire District  
Attn.: Chief Steve Holt  
P. O. Box 48  
Tonto Basin, AZ 85553

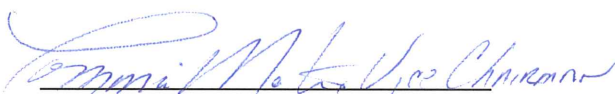
## ARTICLE IX – OTHER INCLUSIONS

This agreement shall be deemed to include any provisions required by law, whether actually recited or not.

This document constitutes the entire Contract between the parties and shall not be modified, amended, altered or changed except through written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the dates written below.


GILA COUNTY BOARD OF SUPERVISORS

  
For José M. Sanchez, Chairman

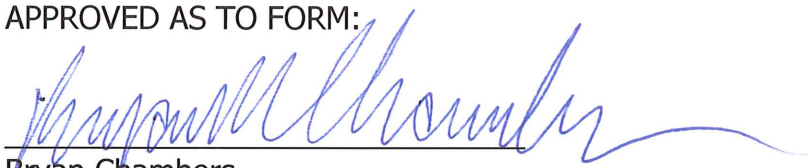
TONTO BASIN FIRE DISTRICT

  
Steve Holt, Fire Chief

ATTEST

  
John F. Nelson, Clerk of the Board

APPROVED AS TO FORM:

  
Bryan Chambers  
2<sup>nd</sup> Chief Deputy County Attorney

## **DISCLOSURE OF DUAL REPRESENTATION**

(Public Works) Contract No. 203-527/2-2005

In approving the preceding Intergovernmental Agreement between Gila County and Tonto Basin Fire District, Gila County Attorney Daisy Flores has represented Gila County and Tonto Basin Fire District.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and Tonto Basin Fire District, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this IGA, and Gila County and Tonto Basin Fire District are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7. Rule 1.7 requires the attorney to reasonably believe the dual representation will not be adversely affected, and each client must consent after consultation.

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

05 March 05  
Date

José M. Sanchez, Vice Chairman  
José M. Sanchez  
Chairman / Gila County Board of Supervisors

3/6/05  
Date

Steve Holt  
Steve Holt  
Tonto Basin Fire Chief

## INTERGOVERNMENTAL AGREEMENT

### THE COUNTY OF GILA AND PLEASANT VALLEY FIRE DISTRICT

This intergovernmental agreement is entered into effective this 6th day of April 1999, by and between the County of Gila, a political subdivision of the State of Arizona, acting through its Board of Supervisors, hereafter referred to as the "COUNTY" and the Pleasant Valley Fire District, acting through its governing board hereafter referred to as the "Fire District".

#### RECITALS

- WHEREAS, the Fire District has gasoline and diesel fuel requirements for the operation of official fire vehicles and maintenance machines; and,
- WHEREAS, the entity from which the Fire District currently purchases gasoline and diesel fuel has discontinued selling fuel; and,
- WHEREAS, without a source of gasoline and diesel fuel the Fire District cannot operate its gasoline and diesel fuel vehicles and maintenance machines; and,
- WHEREAS, the COUNTY has the ability to provide gasoline and diesel fuel to the Fire District from its complex located in Young, Arizona; and,
- WHEREAS, the COUNTY is willing to provide gasoline and diesel fuel to the Fire District and the Fire District is willing to pay the COUNTY for the gasoline and diesel fuel; and,
- WHEREAS, the Fire District and the COUNTY wish to enter into an agreement to formalize this arrangement; and,
- WHEREAS, the COUNTY is empowered by the Provisions of A.R.S. § 11-251 and 11-952 and the Fire District is empowered by the provisions of A.R.S. § 11-952 and (A)(12)



48-805 to provide assistance through an intergovernmental agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, is hereby agreed as follows by the parties:

1. The Fire District shall purchase from the County diesel and gasoline fuel (unleaded) for use in official fire vehicles and maintenance machines. The Fire District shall access the fuel by use of a key lock system available at the COUNTY's facility at the Gila County Administrative complex in Young, Arizona. The COUNTY will provide keys necessary for use of all vehicles and machines. The COUNTY will also provide the Fire District keys to unlock the gate of the fence that surrounds the complex.
2. The Fire District shall be able to access the fuel facility at any time on any day of the week.
3. The Fire District shall pay the County the <sup>current rate</sup> ~~sum of \$1.10~~ <sup>b.b.b</sup> per gallon for unleaded gas and <sup>current rate</sup> ~~\$1.25~~ <sup>b.b.b</sup> per gallon for diesel fuel. The Fire District realizes that this price fluctuates with every bulk load provided to the COUNTY by its distributor. The Fire District will pay the rate in effect at that time.
4. The COUNTY shall send a bill to the Fire District every thirty days for the cost of the fuel used during the previous 30 days. The Fire District will make payment in full within 30 days of receipt of the bill.
5. The duration of this agreement shall be for one 6 month and shall renew for successive one 6 month period thereafter unless either of the parties gives at least thirty (30) days notice at any time of their intent to conclude their obligation within this agreement. When this agreement is terminated by

either party, the Fire District shall be responsible for paying the amount of  
gasoline used to that date.

IN WITNESS WHEREOF, the parties here have set their hands and seals the first day written  
above.

PLEASANT VALLEY FIRE DISTRICT

Richard L. Hazlewood  
Chief, Fire District

GILA COUNTY  
BOARD OF SUPERVISORS

[Signature]  
Chairman of the Board

ATTEST:

Richard L. Landreger  
Clerk of the Governing Board

ATTEST:

[Signature]  
Clerk of the Board

APPROVED AS TO FORM

[Signature]  
Mark W. Gunning  
Deputy Gila County Attorney

APPROVED AS TO FORM

[Signature]  
Mark W. Gunning  
Deputy Gila County Attorney

After recording, please deliver to:  
Marian Sheppard, BOS

## DISCLOSURE AND CONSENT

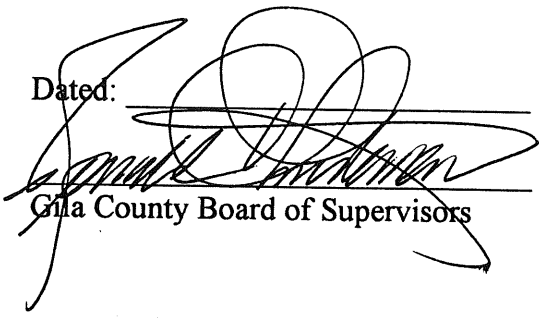


Mark W. Gunning, Deputy County Attorney for Gila County, represents both the Gila County Board of Supervisors under A.R.S. 11-532.A.9 and the Pleasant Valley Fire District under A.R.S. 48-805. As such, it is his duty to write contracts and intergovernmental agreements for both the fire district and the county.

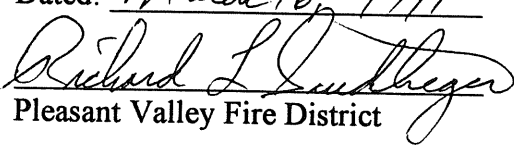
Both the county and the fire district are aware that Mr. Gunning has drafted the preceding intergovernmental agreement between the county and the fire district at their mutual request. Both the county and the fire district understand that they are free to seek outside legal help to review the contract or to prepare an alternative contract. Both the county and the fire district understand that if the intergovernmental agreement needs to be enforced against the other party to the agreement, Mark Gunning can represent neither party and they will need to seek outside counsel for any legal action either party decides to bring or to defend.

Both the county the fire district recognize this conflict and consent to being mutually represented by Mark W. Gunning in the drafting of this intergovernmental agreement.

Dated: \_\_\_\_\_

  
Gila County Board of Supervisors

Dated: March 16, 1999

  
Pleasant Valley Fire District



INTERGOVERNMENTAL AGREEMENT NO. 082015-1

BETWEEN  
GILA COUNTY  
AND

TONTO BASIN SCHOOL DISTRICT #33  
BUS PARKING AND FUEL PURCHASES



**THIS AGREEMENT** is made and entered into effective this 15<sup>th</sup> day of September 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Tonto Basin School District, hereinafter referred to as "District".

RECITALS

**WHEREAS**, the District wishes to continue to park their school buses at the County facility in Tonto Basin; and

**WHEREAS**, the District wishes to continue to purchase fuel for their school buses from the County facility in Tonto Basin.

**NOW, THEREFORE**, the parties agree as follows:

1. **Term of Agreement; Renewals.** The initial term of this agreement shall be effective as of August 27, 2015 and shall continue in effect until August 26, 2016. Thereafter it may be renewed annually beginning on August 27, 2016 for up to three renewal terms, by mutual agreement of the Parties.
2. **Scope.** The District will be allowed to park their buses at the County's facility in Tonto Basin. The District will also purchase fuel for its buses, for which it will reimburse the County monthly, at cost, for the fuel consumed by the District's buses.
3. **Payment.** The District will pay the County for the fuel that is consumed at the cost the County incurs for the fuel. The County will invoice the previous month's fuel used by the District, on or about the beginning of each month. Payment will be made by the District on or about the 15<sup>th</sup> day of each month.
4. **Disclaimer.** The County assumes no responsibility of liability for any vehicle parked with the County's Tonto Basin Facility Yard. The County is not responsible for loss or damage due to fire, theft, breakage, collisions or articles left in any vehicle.
5. **Independent Contractors.** The status of the parties shall be that of independent contractors and nothing in this agreement shall be construed as creating a joint venture.



6. **Indemnification and Insurance.** The District shall save, hold harmless and indemnify the County, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the District, its officers, employees or agents pursuant to this Agreement. The District shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the County from claims, damages or other losses as described in this Section.
7. **Termination for Convenience.** The parties reserve the right to terminate this Agreement at any time and without cause by serving upon the other party, 30 days advance written notice of such intent to terminate. In the event of such termination, the District's only obligation to County shall be payments described in Paragraph 3.
8. **Termination for Cause.** This contract may be terminated at any time without advance notice and without further obligation to the County when the District is found by County to be in default of any provision of this Agreement.
9. **Cancellation.** This Agreement is subject to the cancellation provisions of A.R.S §38-511.
10. **Workers Compensation.** During work on this Intergovernmental Agreement, employees of both the District and the County staff shall maintain their status respectively as District or County employees, but shall perform under the direction and authority of either the County or District as designated in this Intergovernmental Agreement. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. §23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. §23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an Intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.
11. **Non-Assignment.** The District shall not assign its rights to this Agreement in whole or in part, without prior written approval of the County. Assignment may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.
12. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
13. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.

14. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

District: Tonto Basin School District  
Superintendent  
P.O. Box 337  
Tonto Basin, AZ 85553

Gila County: Gila County  
County Manager  
1400 E. Ash Street  
Globe, AZ 85501

These addresses may be changed by either party by giving notice in writing. Such changes shall also be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

15. **Non-Waiver.** The failure of either party to insist on any one or more instances upon the full and complete performance of any of the terms and conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance of either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.
16. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Gila County. Any changes in the governing laws, rules and regulations during the terms of the Agreement shall apply, but do not require an amendment.
17. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
18. **Other Inclusions.** This agreement shall be deemed to include any provisions required by law, whether actually recited or not.
19. **Dual Representation.** The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

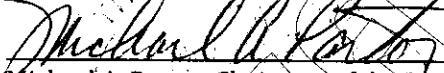
**20. Legal Arizona Workers Act Compliance.** As required by A.R.S. §41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**21. Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by each Party through its board or council; financing may include commitment of general funds, grant funds, or other available financing.

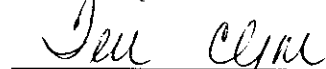
This document constitutes the entire Agreement between the parties and shall not be modified, amended, altered, or changed, except through written amendment signed by the parties.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this Intergovernmental Agreement No. 082015-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

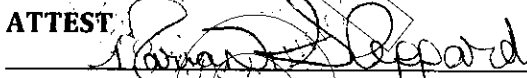
**GILA COUNTY BOARD OF SUPERVISORS**

  
Michael A. Pastor, Chairman of the Board

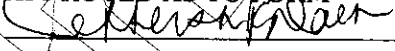
**TONTO BASIN SCHOOL DISTRICT**

  
Teri Cline  
Board President

**ATTEST**

  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

  
Jefferson R. Dalton,  
Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney





# Young Public School

P. O. BOX 390  
YOUNG, ARIZONA 85554



(520) 462 - 3244

(520) 462 - 3459

Mr. Carmen Corso  
Gila County Courthouse  
1400 E. Ash  
Globe, AZ 85501

Dear Mr. Corso,

On behalf of the Governing Board of Young Public School, I am requesting an inter-governmental agreement be reached between YPS and Gila County for the purpose of fuel usage. The school has the following vehicles and fuel needs:

41 passenger school bus-diesel fuel, approximately 100 gallons per month

Together these vehicles will use approximately 50 gallons per month

24 passenger school bus-unleaded fuel

16 passenger van-unleaded fuel

9 passenger van-unleaded fuel

1 John Deere tractor-regular fuel

Miscellaneous-lawn mowers, welder, etc.

I have enclosed a letter from the only business in town that sells gasoline regarding his stand on any competition this compact may entail. He will, in the near future, have to comply with EPA requirements at which time he intends to discontinue gasoline service altogether. The school district must have an available source at all times and finds it necessary to work together with Gila County. I appreciate your consideration.

Cordially yours,

A handwritten signature in cursive script that reads "Sharon Friauf".

Dr. Sharon Friauf  
Superintendent

SF/sf

Enc.: Mr. Rye's letter

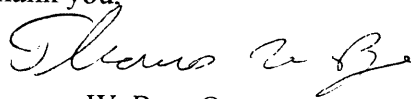
Pleasant Valley Auto Center  
P.O. Box 131  
Young, Az 85554  
(520) 462-3522

Young Public School  
P.O. Box 390  
Young, Az 85554  
(520) 462-3244

Dear Dr. Sharon Friauf,

In regards to the sale of fuel to the school by Pleasant Valley Auto Center. There should not be any concern regarding the county competing with Pleasant Valley Auto Center . I do try to discount the fuel prices, as much as possible, but at the discounted rate it is not profitable to me, as the private business to continue selling fuel to Young Public School.

Thank you,

A handwritten signature in cursive script, appearing to read "Thomas W. Rye".

Thomas W. Rye, Owner  
Pleasant Valley Auto Center

**PRICE PER GALLON CHARGED**

	<b>TBSD DIESEL</b>	<b>YSD UNLEADED</b>	<b>YSD DIESEL</b>	<b>PVFD DIESEL</b>
Jan-17	\$2.3210	\$1.9802	\$2.2696	\$2.4196
Feb-17	\$2.2357	\$1.9802	\$2.2696	\$2.4196
Mar-17	\$2.2763	\$2.1341	\$2.3562	\$2.5062
Apr-17	\$2.2448	\$2.1341	\$2.3562	\$2.5062
May-17	\$2.1850	\$2.2028	\$2.2919	\$2.4419
Jun-17	\$2.1523	\$2.2028	\$2.2919	\$2.4419
Jul-17	\$2.1558	\$2.2262	\$2.2919	\$2.4419
Aug-17	\$2.3365	\$2.2697	\$2.3855	\$2.5355
Sep-17	\$2.6137	\$2.2697	\$2.3855	\$2.5355
Oct-17	\$2.5300	\$2.4505	\$2.6997	\$2.8497
Nov-17	\$2.5300	\$2.4505	\$2.6997	\$2.8497
Dec-17	\$2.5300	\$2.4505	\$2.7333	\$2.8833
Jan-18	\$2.5300	\$2.3517	\$2.7316	\$2.8816
Feb-18	\$2.6442	\$2.3517	\$2.7316	N/A
Mar-18	\$2.6937	\$2.6785	\$2.6930	\$2.8833
Apr-18	\$2.8015	\$2.6785	\$2.7333	\$2.8833
May-18	\$2.9889	\$3.1337	\$3.0581	\$2.8833
Jun-18	\$2.9889	\$3.2537	N/A	N/A
Jul-18	\$2.9889	\$3.2537	N/A	N/A
Aug-18	\$2.8115	\$2.8501	\$2.9077	\$3.0577

**N/A INDICATES NO FU**



GOVERNMENT AGENCY	FUEL TYPE	PRICE PER GALLON	GALLONS SOLD IN 2017
TONTO BASIN SCHOOL DISTRICT	Unleaded	N/A	0
TONTO BASIN SCHOOL DISTRICT	Diesel	OUR COST PLUS \$0.10	4,611 Gallons
YOUNG SCHOOL DISTRICT	Unleaded	OUR COST PLUS \$0.10	364 Gallons
YOUNG SCHOOL DISTRICT	Diesel	OUR COST PLUS \$0.10	632 Gallons
PLEASANT VALLEY FIRE DISTRICT	Unleaded	N/A	0
PLEASANT VALLEY FIRE DISTRICT	Diesel	OUR COST PLUS \$0.15	304 Gallons

GALLONS SOLD IN 2018	
0	
3,308 Gallons	
319 Gallons	
395 Gallons	
0	
185 Gallons	

**Work Session**

Meeting Date: 09/25/2018

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Shelley McPherson, HR and Risk Management Director

Department: Human Resources

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Information

Request/Subject

To update the Board of Supervisors on the performance appraisal project and present a potential solution using employee performance appraisal software.

Background Information

The employee performance appraisal system Gila County has used for the past several years has been discussed during former review processes. The current employee performance appraisal system is very general in nature and the Board of Supervisors, as well as Elected Officials and Division Directors have requested an updated system that is more specific in nature to the employees' job descriptions. Along with a system that is more specific to the employees' duties, it needs to be able to store information during the year to keep up with employees' progression for the evaluation timeframe. Many times, an employee is graded on the most recent information or event that has taken place because there is not a system to keep track of all that has happened during the year. In addition, a system also needs to address grading soft skills, such as customer service and behavior.

Evaluation

After looking into employee performance appraisal systems, the Administration Team found a performance software that would be able to meet all the criteria discussed.

Conclusion

Changing to a performance software system would allow Gila County supervisors to track their employees' performance, training, goals and discipline throughout the year, so that the supervisor would have access to all information when preparing the employee's performance appraisal. It would also allow the supervisor to meet with their employees throughout the year to discuss their progress. In addition, it would allow



the employee to post information, such as training certifications and goal completion to their individual accounts so the supervisors would be updated immediately when there is a change.

Recommendation

N/A

Suggested Motion

Information/Discussion and introduction of a potential employee performance appraisal software system for Gila County. **(Admin. Team Members)**

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Attachments

Performance Program


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# Performance Management



Performance management is the foundation of performance excellence. The process includes setting clear and specific performance expectations for each employee and providing periodic informal and formal feedback about employee performance relative to those stated goals.

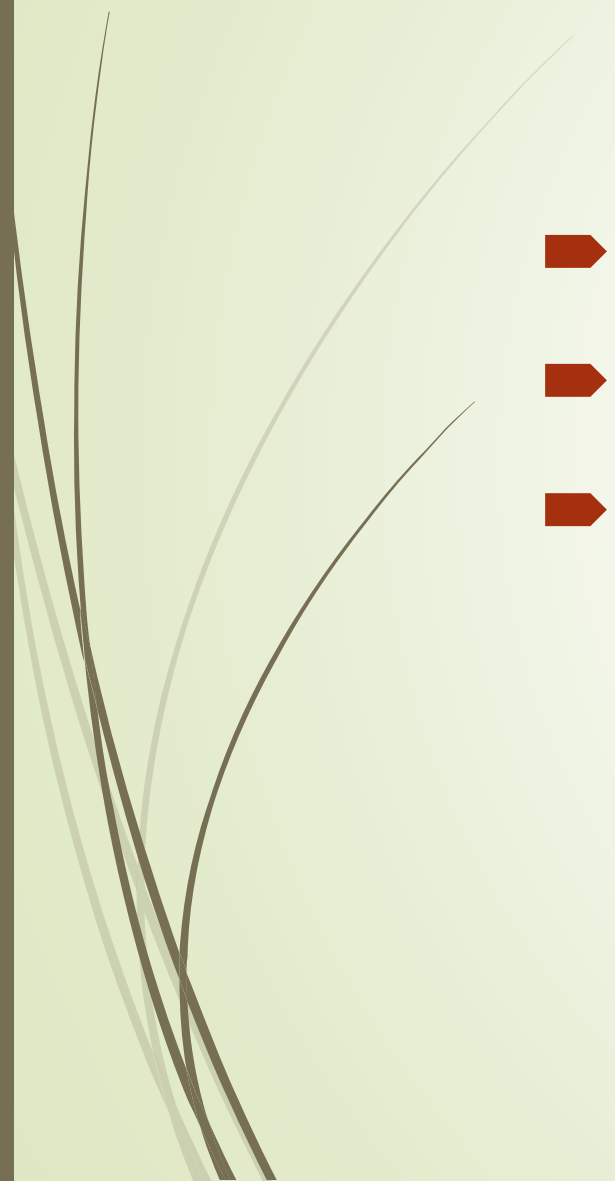


# What we looked for in a Online Appraisal System

- A system that will be specific to each employee, not generic to all
- A system that will evaluate an employee on their own job description
- Will have the ability to keep track of all employee information “all year” online
- Can attach documents (kudos, certificates, etc)
- Can look at individual employees or a group
- Will give them employee the ability to place trainings, certificates, customer feedback into their own profile.
- The ability to track discipline



# Companies we contacted

- PerformancePro
  - Reviewsnap
  - Trakstar
- 



Attract | Retain | Engage | Simplify



PerformancePro advantages



# Three Section Appraisal

- Each section can be weighted according to the department or individual's need.
- Clear parameters are given for each section and what each number score value (1 through 5) means. Can also do quarter increments. (Ex: 3.5, 2.75)
- The three section will be:
  - **Behavior** (How the employee gets along with internal and external customers)
  - **Job Performance** (Using their own job Description)
  - **Goals, Training and Improvement**




# Three Section Appraisal

## Section 1

- **Behavior Standard Example (This will be the same for all employees)**
  - Maintains a positive work atmosphere by acting and communicating in a manner so that you get along with customers, clients, co-workers, and management.
  - Follows company's rules and policies and is a good example for co-workers to follow.
  - Adjusts to changing situations, accepts responsibility for own actions and shows enthusiasm towards their job.





# Online Appraisal System

## Section 2

### ► Job Performance (Each individual job description will be here)

#### **Example:**

- Post payments of customers to accounts for the purpose of ensuring accurate records exist to operate and manage the company.
- Applies service orders to the customer bills for the purpose of ensuring the appropriate charges are applied to customer bills.
- Manages delinquent accounts for the purpose of ensuring all revenues are collected and the appropriate action is taken when they are not.
- Answers billing questions for customers for the purpose of ensuring customers understand their bill and that customer satisfaction remains high.
- Orders supplies for the purpose of ensuring sufficient materials are on hand to conduct business and complete one's job tasks.
- Supports the billing for both companies for the purpose of ensuring company revenues are collected each month.





# Online Appraisal System

## Section 3

- **Goals, Training & Improvement (This will be the same for all employees, but with their individual goals, etc. listed)**
  - Dependability-Consistency in carrying out assignments, delivers a full days' work.
  - Attendance and Punctuality-At work, ready to work on time, no unexcused absences.
  - Customer Service-has a clear understanding of who customers are (internal & external) and is passionate about meeting their needs.
  - Support of continuous quality improvement – Thoroughness and accuracy of work performed. Work never needs to be redone.
  - Professional Growth – Seeks out improvement opportunities through webinars, online training, books and constantly searches for ways to increase job ability.
  - Goals – Satisfactorily accomplishes goals that were set during the past performance review.



# Online Reports and other benefits with using PerformancePro

- The system has the ability to:
- Allow the employee to do a self-appraisal to enhance conversation with their supervisor
- Run reports such as turnover and payroll increase reports for all or by Office/Department
- Review and update Job Descriptions yearly (with approval)
- Route the finished Appraisal for all approval signatures
- Update the process departmentally and/or county wide as needed by Human Resources



# Set up and Training

Performance Pro will:

- Set up all employees into the system along with all job descriptions
- Design the appraisal to our specifications
- Train 3 HR employees for administration
- Train 25 or more supervisors and record the session for all others
- Train 25 employees and record the session for all others and for use at Orientation