Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Wickenburg Town Council and to the general public that the Town Council will hold a meeting open to the public on the above date, time, and location. Minutes of its proceedings shall be taken and filed with the Town Clerk for Public Inspection. Council Members may attend the meeting telephonically occasionally.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revisions appear in all italic print. Council may decide to change the order in which items are heard at the meeting.

As a courtesy to others, please turn off or put in silent mode all cell phones.

Meeting Times
Welcome to this Wickenburg Town Council meeting. Regular Council meetings are usually held the first and third Monday of each month at 5:30 PM at the Wickenburg Council Chambers, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings.

Speaking at Meetings
If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located at the entrance door) and deliver it to the Town Clerk prior to the convening of the meeting.
All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the conduct of the meeting or otherwise not following the Council rules will be removed from the meeting.

Accessibility
To better serve the citizens of Wickenburg and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation by contacting the Town within 48 hours of the scheduled meeting at 928-684-5411 (Voice & TTY).

Agendas
Copies of the agenda are available the day of the meeting in the Council Chambers or online at www.wickenburgaz.org. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at 928-684-5451, Monday through Thursday from 7:00 AM to 6:00 PM. Council meetings are televised live on Cox Cable Channel 4.

A. CALL TO ORDER - Mayor Sickles

B. PLEDGE OF ALLEGIANCE - Mayor Sickles

C. INVOCATION - Dave Anderson, Standing Stones Retreat Center
The Invocation May Be Offered By a Person of Any Religion, Faith, Belief, or Non-Belief, as Well as By Council Members. A List of Volunteers is Maintained By the Town Clerk and Interested Persons Should Contact the Clerk for Further Information.

D. ROLL CALL - Mayor Sickles

E. Song by Don McCorison about Wickenburg

F. MAYOR & COUNCIL MEMBERS REPORT ON CURRENT EVENTS - Mayor Sickles

   1. Proclamation - 30th Anniversary of Fiesta De Septiembre and National Hispanic Heritage Month

G. TOWN MANAGER'S REPORT - Vince Lorefice, Town Manager
CALL TO THE PUBLIC - Mayor Sickles
Comments not related to an agenda item may be addressed during the call to the public. However, public comments may only address issues that pertain to the jurisdiction of the public body. Council Members will not be able to discuss or take legal action on matters raised during the call to the public. Council may respond to criticism, ask staff to review a matter, or ask that a matter be put on a future agenda so it can be discussed.

NEW BUSINESS

1. Approval of the Consent Agenda -
All items listed under the Consent Agenda are considered to be routine matters and will be enacted by one motion and vote of the Town Council. There will be no separate discussion on these items unless a Council Member requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

a. Approval of Minutes - Regular Meeting of August 6, 2018

b. Consider Resolution No. 2164, Accepting a $30,000 Grant from the John K. and Lynne D. Boyer Family Foundation for the Completion of the Shade Structure Project on the Drover Caboose and Locomotive #761 and Authorizing the Mayor to Execute the Documents - Dave Nigh, Public Services Director

c. Consider Resolution No. 2167, Accepting a Bid from Jones Ford Mercury LLLP for the Purchase of Two Police Vehicles; Authorizing the Expenditure of Public Funds in the Amount of $67,539.54 and Authorizing the Mayor to Execute the Purchase Contract with Jones Ford Mercury LLLP in Accordance with the Terms Submitted in Bid #B18-04 - Les Brown, Police Chief

d. Consider Approval of a Final Re-plat of Parcel I at Wickenburg Ranch - Steve Boyle, Community Development Director

e. Consider Approval of a Final Re-plat of Parcel J at Wickenburg Ranch - Steve Boyle, Community Development Director

f. Consider Approval of a Replat of Lots 124 & 125 at Saddle Ridge West for Phases II & III - Steve Boyle, Community Development Director

g. Consider Resolution No. 2168, Approving and Authorizing the Mayor to Execute a Sole Source Contract with MicroComm for the SCADA Upgrade Project - Dave Nigh, Public Services Director
h. Consider Authorizing the Expenditure of an amount not to exceed $1,000.00 from the Local Court Enhancement Fund Contingency to Purchase the JCG Support Services Renewal Packet for the Court Liberty Recorder - **Rosa Garcia-Marquez, Court Administrator**

i. Consider Resolution 2169, Amending the Town of Wickenburg Insurance Requirements for General Liability by adding that the Vendor's Policy must be Primary and Non-Contributory and Waive Subrogation - **Tarah Mayerhofer, HR and Risk Manager**

j. Consider Resolution No. 2170, Approving and Authorizing the Mayor to Execute a Joint Project Agreement with the State of Arizona Department of Transportation, Wickenburg Development Co., LLC and WR 667, LLC - **Vince Lorefice, Town Manager**

2. Presentation and Update from Sintra Hoffman, President, WESTMARC

3. Consider Approval of a Preliminary Plat for Parcels H & F2 at Wickenburg Ranch - **Steve Boyle, Community Development Director**

4. Response to Aug 6, 2018 Call to the Public regarding use of Town resources to influence an election during Call to the Public - **Susan Goodwin, Town Attorney**

5. Direction to Staff Regarding the Celebration of Wickenburg's Heritage - **Vince Lorefice, Town Manager**

6. A. Consider Ordinance No. 1186, Authorizing the Exchange of Real Property Owned by the Town of Wickenburg for Real Property of Substantially Equal Value in the Town; Authorizing the Mayor, Town Manager and Town Attorneys to take all steps necessary to Exchange said Real Property Subject to Certain Conditions - **Vince Lorefice, Town Manager**

   B. Consider Approval of a Lease Agreement with Arthur F. and Karen B. Barber for the Lease of the landfill property - **Vince Lorefice, Town Manager**

7. Discussion Regarding Adding a Provision to Town Contracts that Entities who Contract with the Town are Prohibited from Participating in Political Activities Related to Town Elections - **Susan Goodwin, Town Attorney**

J. **EXECUTIVE SESSION** - (Council May Vote to Go Into Executive Session Pursuant to A.R.S §38-431.03(A)(3) to Receive Legal Advice from the Town Attorney on Any of the Above Agenda Items.)

K. **SCHEDULING OF FUTURE COUNCIL AGENDA ITEMS** - **Mayor Sickles**
L. ADJOURNMENT - Mayor Sickles

Posted on August 28, 2018, by 5:00 p.m. at the following locations:

<table>
<thead>
<tr>
<th>Town Hall</th>
<th>Public Library</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>155 N. Tegner, Suite A</td>
<td>164 E. Apache Street</td>
<td><a href="http://www.wickenburgaz.org">www.wickenburgaz.org</a></td>
</tr>
</tbody>
</table>

Amy Brown, Town Clerk
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Amy Brown, Town Clerk
Staff Contact: Amy Brown
Contact Phone Number: 928-668-0517
Type of Agenda Item: Proclamation

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):
Not Applicable

AGENDA ITEM:
Proclamation - 30th Anniversary of Fiesta De Septiembre and National Hispanic Heritage Month

BACKGROUND INFORMATION:
Please find a copy of the proclamation for the 30th Anniversary of Fiesta De Septiembre and National Hispanic Heritage Month.

SUGGESTED MOTION:
Proclamation

Attachments
Fiesta de Septiembre Proclamation

Form Review
Form Started By: Amy Brown
Final Approval Date: 08/22/2018
Started On: 08/22/2018 03:38 PM
WHEREAS, the Wickenburg Chamber of Commerce produces the annual heritage event “Fiesta de Septiembre” which is celebrating its 30th Anniversary on September 1, 2018, and is one of Wickenburg’s events held during the 155th anniversary of our community this year. The nationally recognized event throughout the years has grown in attendance and programming; and

WHEREAS, the celebration has been recognized by the Arizona Office of Tourism, Arizona Festivals & Events Association Aztec Award, Arizona Commission on the Arts and the prestigious National Academy of Recording Arts and Sciences GRAMMY Festival Outreach Program Award for its economic contributions; and

WHEREAS, in conjunction with this 30th Year Anniversary, we also recognize National Hispanic Heritage Month, September 15 – October 15, 2018. In doing so, we recognize Wickenburg’s many Hispanic Pioneer families and their descendants who have made outstanding contributions to Wickenburg and surrounding areas; and

WHEREAS, the rich cultural traditions of the Hispanic-American community have made an impact on our society and the diverse backgrounds of these residents, and their dedication to family have become an integral part of Wickenburg; and

WHEREAS, whether we trace our roots to those who came here on the Mayflower, who settled the Southwest centuries ago, or who joined the American family more recently, we share a common belief in the enduring promise of America -- the promise that regardless of where we come from or what we look like, each of us can make it if we try. During National Hispanic Heritage Month, we celebrate the successes of the Hispanic community, and reaffirm our commitment to extending that promise to all Americans.

NOW, THEREFORE, I, Everett Sickles, Mayor of the Town of Wickenburg, do hereby honor and recognize the Wickenburg Chamber of Commerce for their efforts in producing the “Fiesta de Septiembre” on September 1, to kick-off “National Hispanic Heritage Month” in the Town of Wickenburg, and I call this observance to the attention of our citizens.

IN WITNESS WHEREOF, I have hereunto set and caused the seal of the Town of Wickenburg, Arizona, to be affixed on this 4th day of September, 2018.
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Amy Brown, Town Clerk
Staff Contact: Amy Brown
Contact Phone Number: 928-668-0517
Type of Agenda Item: Consent, New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):
Not Applicable

AGENDA ITEM:
Approval of Minutes - Regular Meeting of August 6, 2018

BACKGROUND INFORMATION:
Please find the draft minutes from the August 6, 2018 meeting.

SUGGESTED MOTION:
I move to approve the minutes of August 6, 2018.

Attachments
Minutes 08/06/18

Form Review
Form Started By: Amy Brown
Started On: 08/13/2018 03:10 PM
Final Approval Date: 08/13/2018
A. CALL TO ORDER - Mayor Sickles called the meeting to order at 5:30 PM and read the following statement:

Welcome to the Wickenburg Town Council meeting. If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card located at the entrance door and deliver it to the Town Clerk. Public comments are limited to 3 minutes per person.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness and good conduct. State law prohibits the use of town resources to influence an election. Members of the public and Council are prohibited from campaigning during the call to the public.

Please refrain from cheering or booing people during the meeting. Any person interfering with the conduct of the meeting will be removed from the meeting.

B. PLEDGE OF ALLEGIANCE - Lead by Council Member Ruben Madrid

C. INVOCATION - Lead by Pastor Stephen Gibson, Seventh-Day Adventist Church

D. ROLL CALL

Present: Mayor Everett Sickles  
Vice Mayor Royce Kardinal  
Council Member Chris Band  
Council Member Kelly Blunt  
Council Member Sam Crissman  
Council Member Ruben Madrid  
Council Member Rui Pereira

Staff Present: Vince Lorefice, Town Manager  
Trish Stuhan, Town Attorney  
Steve Boyle, Community Development & Neighborhood Services Director  
Amy Brown, Town Clerk  
Les Brown, Police Chief  
Dave Nigh, Public Services Director  
Pamela Green, Economic Development & Community Relations Director  
Stephanie Wojcik, Finance & Technology Director
E. MAYOR & COUNCIL MEMBERS REPORT ON CURRENT EVENTS

- Mayor Sickles stated that he was involved with the back to school program where they gave shoes, clothes and toiletries to about 249 students. They had a record turnout of people to volunteer. The Rotary Club was also there to give away back packs with school supplies.

F. TOWN MANAGER’S REPORT

- Town Manager Vince Lorefice introduced Pamela Green, the new Economic Development and Neighborhood Services Director who is from Wickenburg. He also presented the Town’s monthly report for July.
- Mayor Sickles asked if the recycling program is still viable. Mr. Lorefice answered that yes it is still worth it, just to keep items out of the landfill. He suggested a presentation on the recycling program since it is not on the agenda. He did state that it is not as good as it used to be but it is still good for the community.
- Mayor Sickles also asked about the Forepaugh project and if they were in breach of the contract, which made the contract not viable. He wanted to know if the $39,500 that the Town paid the WREDP would be paid back. Before the Town was interested in letting them have the water system, but now we know how important that can be. Also with the price, he wanted to know where we were at with that and wondered if it will be brought back to the Council. He thought the motion was for the Town Manager to be able to extend the contract, but wanted to know if he had more power than that. Trish Stuhan, Town Attorney, addressed the questions saying that this item is not on the agenda, therefore it can’t be discussed. The Town Manager was given authority for the extension but any new agreements will come to the Town Council for approval.

G. CALL TO THE PUBLIC

- Jeff Brown, In-Town Resident, noted that the Town is taking applications for the Public Services Director. Dave Nigh has been in that position for about nine months and has been doing a good job. He has been impressed with his performance in resolving the issues of the safety at the Splash Pad. He would like to see the Town make an accommodation for him to keep him in that position and place this on a future agenda. Council Member Blunt, seconded by Council Member Band would like to bring this back to the Council. Mr. Lorefice clarified that this is talking about Town Code, so that would be what would come back to the Council to amend the Town Code regarding personnel.
- Nohl Rosen, In-Town Resident, stated congratulations on the failure of the recall effort against Mayor Sickles. He looked at the document and is troubled that five of the people on the Town Council signed the document and two circulated petitions. Ms. Stuhan reminded Mr. Rosen that Arizona State law prohibits campaigning during call to the public. Mr. Rosen argued that he isn’t campaigning but making a fact. Ms. Stuhan stated that the recall can’t be discussed during the meeting. Mr. Rosen said that then another recall was taken out as the Mayor hasn’t broken any laws. He hates to see an attack on someone who is trying to do his job. He asked Council Member Madrid who he intended on running against the Mayor. Ms. Stuhan reminded him again that he is talking about the election and that is not permitted. She stated that he has the right to criticize Council, but this is beyond criticism. Mr. Rosen said the first recall failed, so it is not an election item. The first amendment gives him the right to free speech. Vice Mayor Kardinal responded that the Council doesn’t abdicate their
citizenship rights when they run for Council. The Council has the right to vote, circulate petitions and sign the petitions. Mayor Sickles stated that the public has the constitutional right to recall him if they are not satisfied with his performance.

- Jim Ferman, In-Town Resident, stated that there is an election on August 28\textsuperscript{th} and he would like the Town to look at the qualifications to run for Council. He did not think that someone who has declared bankruptcy is fiscally responsible enough to be on the Council. Many businesses run a credit check on employees. When someone runs for office, there life is opened up for scrutiny. He was able to find out information about the candidates within fifteen minutes. He suggested that the Wickenburg Sun investigate the candidates. He stated if they didn’t investigate that people should call the owners of the newspaper in San Diego. He stated that the Council is responsible for handling the money of the Town. Mayor Sickles stated that if there are ethical violations by the Council, then it should be investigated. Ms. Stuhan stated that this item can’t be discussed as it is not on the agenda, but state law governs the qualifications of candidates for office. The Council can put an item on a future agenda to review this item. Council Member Band and Mayor Sickles requested to understand the qualifications better.

- Vern Correa, Out-Of-Town Resident, stated that he has brought up issues at Forepaugh in the past. In the last month there was a guy with a machete and there was not a Maricopa County Sherriff close to be able to respond to the call for service. Anytime that the Sherriff is called, it takes a long time for them to respond. He has talked to Maricopa County and they might be willing to provide funds to the Town for emergency call response.

- Constance Cusack, In-Town Resident, stated that she had concerns about the wash behind McDonalds as people have been towed out of there when they turned into it at night. She wanted to thank Dave Nigh who called her back and put up a sign that says danger do not enter.

- Mary Baker, In-Town Resident, stated that the Facebook live feed is scratchy and is not working for any meeting. She wanted it fixed. Stephanie Wojcik, Finance and Technology Director, stated that she had just stepped out and watched it on two different phones and it was working fine. Mr. Lorefice stated that we have had intermittent issues with the sound and have worked to try to fix the problems. Cox Cable will not go live with their digital signal until October, so that might help. He stated that we did replace some components and had an outside vendor look at the system last week. They tested the feed and everything was working fine.

- Milvia Stokes, In-Town Resident, stated that some concerned citizens found that Executive Director Julie Brooks and the Chamber of Commerce have allowed an outside political group to meddle in our local town elections. Strategies 360 (S360) is a well-known progressive operative whose goal is to infiltrate small Western towns with their brand of politics. They are responsible for advising the Chamber on how to run Ruben Madrid’s failed recall of Mayor Sickles. Ms. Stuhan stated that again there can be no discussion about the recall election or any discussion that would influence a Council election. Ms. Stokes continued to talk about the election. Mayor Sickles banged the gavel and Council Member Madrid called a point of order. Ms. Stuhan reiterated that at the beginning of the meeting it was warned that it is against state law to use the Council Chambers to influence an election as the meeting is broadcast. Talking about members of the Council running or circulating recall petitions, is not allowed. The public can talk about qualifications but they cannot talk about individual
candidates. Ms. Stokes would not stop talking about the election. Mayor Sickles banged his gavel again and asked Chief Brown to stop this since it is against the law. This can be discussed at other meetings, but it cannot be during a Council meeting.

- Julie Brooks stated that the Chamber of Commerce has 270 people coming to Wickenburg for the Rural Policy Forum. Two hotels have sold out and three others are filling up. On Wednesday they will take 38 people on a van tour of the economic development engines in the Town, including the arts (Del Webb Center), medical (Meadows), manufacturing (Bear Cat) and Martori Farms. This is an opportunity for the community to shine. There will be a welcome reception at the Museum on Wednesday with four local caterers and about 128 people attending. This event was held at Safford last year and this year’s event is ahead of those numbers. Local caterers will be providing the coffee and lunch. The final dinner will be at Wickenburg Ranch. We will also be encouraging them to shop at the local shops.

H. NEW BUSINESS

1. Approval of the Consent Agenda -
   All items listed under the Consent Agenda are considered to be routine matters and will be enacted by one motion and vote of the Town Council. There will be no separate discussion on these items unless a Council Member requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

   MOVED BY Council Member Rui Pereira to approve items a, c, f, g, h, i, j, k and l of the consent agenda
   SECONDED BY Vice Mayor Royce Kardinal
   VOTE: 7 – 0 (Yes – Mayor Sickles, Vice Mayor Kardinal, Council Members Band, Blunt, Crissman, Madrid and Pereira)

   a. Approval of Minutes – Regular Meeting of July 2, 2018 and Special Meeting of July 2, 2018

      By a 7-0 vote under the Consent Agenda, Council moved to approve the minutes of the regular meeting on July 2, 2018 and the Special Meeting on July 2, 2018

   b. Consider Resolution No. 2161, Authorizing the Town Clerk to Review and Make Recommendations for Approval of Special Event Liquor Licenses to the Arizona Department of Liquor Licenses and Control for Events to be Held in the Town Limits

      Amy Brown, Town Clerk, reported in her Council routing form that A.R.S. 4-203.02(A) allows non-profit organizations to apply for a Special Event Liquor License to serve alcohol on a temporary basis. A Special Event Liquor License must be recommended for approved by the governing body, if the event is held in a city or town, before the Department of Liquor and Control will issue the special event liquor license. This law was changed effective August 3, 2018 to allow the "governing body or the governing body's designee" to make that recommendation to the Department of Liquor and Control.
Staff is requesting that the Town Council give the authority to the Town Clerk to review and make the recommendations for approval of special event liquor licenses to the Arizona Department of Liquor Licenses and Control for events to be held in the town limits. All special event liquor licenses will still be routed to the Police and Community Development & Neighborhood Services Departments for their review and recommendations. Currently we need to receive the special event liquor licenses approximately 30 days prior to the event in order to get them on the Council agenda and still give the applicant the ten day lead time requested by the Department of Liquor. Allowing the Town Clerk to have this reviewed and then make the recommendation will significantly reduce the time needed to process the Special Event Liquor Licenses.

Council Member Pereira asked if anyone that is denied by the staff could come to the Council for final determination.

Ms. Brown stated that the special event liquor licenses will go to the Police and Community Development Departments for their recommendation and she can also forward the applications to the Council at that same time. She stated that her plan is to have them approved within a week, preferably three days, so if there are comments regarding an application, she requested they respond right away.

Ms. Stuhan stated that we can modify section 1 to also say “If the Town Clerk intends to recommend denial, however, that recommendation shall be forwarded to the Town Council for the final decision.”

MOVED BY Council Member Rui Pereira to approve Resolution No. 2161 with the change
SECONDED BY Council Member Sam Crissman
VOTE: 7 – 0 (Yes – Mayor Sickles, Vice Mayor Kardinal, Council Members Band, Blunt, Crissman, Madrid and Pereira)

Consider a Recommendation of Approval to the Arizona Department of Liquor Licenses & Control for an Application for Permanent Extension of Premises/Patio Permit by Julie Abernathy at the American Legion

Amy Brown, Town Clerk, reported in her Council routing form that the American Legion is planning to expand their liquor sales to include a new patio on the side of the building. Any extension of the premises for liquor sales has to be approved by the Town Council.

By a 7-0 vote under the Consent Agenda, Council moved to recommend approval for an extension of premises/patio permit at the American Legion.
d. Consider Resolution No. 2150, Approving and Authorizing the Mayor to Execute a Subscription Agreement with Kaseware Inc, for a CAD/RMS System for the Police Department

Les Brown, Police Chief, reported in his Council routing form that over the last year, the Wickenburg Police Department has been exploring options to reduce the cost of its Spillman CAD/RMS system and to find a replacement that is friendlier, more technologically advanced and at a cheaper price. The City of Winslow has an agreement with Kaseware Inc, for these services. Section 18.8 of the Winsloe agreement allows cooperative use allowing the contract to be extended to us, eliminating the need for sealed bids. The department tested several options and Kaseware was the clear victor. Switching to this system will also save the police department approximately $12,000.00 annually.

Council Member Band asked about the dates to see if they are incorrect as it says on Wickenburg’s contract May 31 and the Winslow agreement says December 18. Chief Brown stated that the contract with Winslow does start in December. We have been working with them as they are building the program for us and we did start in May.

Council Member Madrid asked when we will start using this system. Chief Brown stated that we are using it now, but they have to build certain components of it for the Town, especially the records section. This is approximately $12,000 less than Spillman and Spillman has never been responsive when there is a problem. This is our dispatch system or CAD system. It also puts together the information very well to make it a good investigative tool. The information will go to the car so they know more information about the call they are going on. It will eventually allow the officers to run people from their mobile device instead of having to call everything into dispatch to run the information. This is a web based system rather than a server based system so it is much more a 21st century software. With Spillman, when we call them with an issue they have told us that they can get to that fix in about two years. With Kaseware, we call with an issue and they fix it right away.

Mayor Sickles asked if it is a dashboard reporting program like the valley. Chief Brown stated that their system is for the public to call in to submit information and that is not a feature we have right now, but maybe down the road.

MOVED BY Council Member Ruben Madrid to approve Resolution No. 2150, approving and authorizing the Mayor to execute a Subscription Agreement with Kaseware Inc, for A CAD/RMS System for the Police Department
SECONDED BY Council Member Kelly Blunt
VOTE: 7 – 0 (Yes – Mayor Sickles, Vice Mayor Kardinal, Council Members Band, Blunt, Crissman, Madrid and Pereira)
e. Consider Resolution No. 2159, Approving and Authorizing the Mayor to Execute the Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services with Maricopa County

Les Brown, Police Chief, reported in his Council routing form that there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, national security, or other causes. Members of the Town of Wickenburg and Maricopa County mutually desire that preparation shall be adequate to provide for the common defense against disaster. This preparation will include coordination and execution of emergency management programs and plans for the preservation of life and property when disasters occur.

Council Member Madrid wanted to make the public aware of what this is, so he asked for an explanation. Chief Brown stated that this is an agreement through Maricopa County. Lieutenant Sloane is in charge of Emergency Response for the Town. This agreement maintains a system with Maricopa County for emergencies. It also helps us train and stay up to the standards of Maricopa County and National Standards. This also works with Arizona Department of Emergency Management (ADEM) and the Red Cross. We recently did an exercise at the high school with them to figure out if there was an emergency how would it work and what resources would be available.

MOVED BY Council Member Ruben Madrid to approve Resolution No. 2159, approving and authorizing the Mayor to execute the Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services with Maricopa County
SECONDED BY Council Member Kelly Blunt
VOTE: 7 – 0 (Yes – Mayor Sickles, Vice Mayor Kardinal, Council Members Band, Blunt, Crissman, Madrid and Pereira)

f. Consider Resolution No. 2160, Approving and Authorizing the Mayor to Execute a Renewal of Services Agreement with K9 Konnection for Temporary Boarding of Animals Found within the Town of Wickenburg

Les Brown, Police Chief, reported in his Council routing form that the purpose of this partnership is for K9 Konnection to provide temporary boarding for stray dogs brought in by the members of the Wickenburg Police Department as located within the Town limits of Wickenburg. K9 Konnection staff will make a reasonable effort to respond to calls from WPD to respond, locate and capture non-dangerous stray dogs. This partnership also includes providing boarding services for dogs in need of care due to the incapacitation of the owner. K9 Konnection will attempt to reunite the dogs with their owners through social media.

By a 7-0 vote under the Consent Agenda, Council moved to approve Resolution No. 2160 to approve the renewal agreement for services with K9 Konnection.
g. Consider Resolution No. 2162, Approving and Authorizing the Mayor to execute the Public Defender Contract with John Phebus for the effective dates of August 6, 2018 to August 6, 2020 at a pay rate of $75.00 per hour (with services typically for one Monday of every month)

Rosa Garcia-Marquez, Court Administrator, reported in her Council routing form that all Court levels in the U.S., are required to provide a public defender to a person who is considered indigent or in the interest of justice, if the State is seeking jail or probation as part of their sentence.

Under the Sixth Amendment of the United States Constitution, courts have the responsibility to provide the public defender regardless of the person's education or intelligence level, if they face a term of jail or probation.

The primary function of the public defender is to provide due process to people because of the complexity of what a criminal conviction can produce. If a person cannot afford to hire an attorney, the Sixth Amendment requires that the trial judge appoint one on her/his behalf (Gideon v. Wainwright, 372 U.S. 335 (1963)). In some cases, if there is a small financial resource they may be required to reimburse the court for a portion of the fees paid to the court appoint attorney.

The court is requesting that the Contract with John Phebus be renewed for another two years - from August 6, 2018 to August 6, 2020. There are no changes to the contract.

By a 7-0 vote under the Consent Agenda, Council moved to approve Resolution No. 2162.

h. Consider Resolution No. 2163, Approving the Salary Plan for Fiscal Year 2018-19 and Changing the Job Description for Accountant I to Senior Accountant as well as adding new Job Descriptions for Facilities Maintenance Specialist (FT), Water Lead Operator/Supervisor (FT) and Police Administrative Assistant (PT)

Tarah Mayerhofer, Human Resources and Risk Manager, reported in her Council routing form that the three (3) new job descriptions were approved in the FY 18/19 budget, therefore; not having an additional fiscal impact. The change to the Accountant I position involves the following: updating the title to better reflect the current duties and adding supervisory responsibilities. The Salary Plan has been updated to reflect these changes.

By a 7-0 vote under the Consent Agenda, Council moved to approve Resolution No. 2163, approving the revised Salary Plan for FY 2018-19, adding three (3) new job descriptions and updating the Accountant I position to Senior Accountant.
i. Consider Resolution No. 2166, Amending the Town of Wickenburg Personnel Rules and Regulations by Amending Rule 10 Attendance and Leaves, Section 10 Military Leave to Remain Compliant with Federal and State Laws

Tarah Mayerhofer, Human Resources and Risk Manager, reported in her Council routing form that after review of the personnel rules we identified our Military Rules needed to be updated to remain compliant with state and federal laws, including USERRA and Arizona State statutes. Employees will be granted military leave without loss of time, pay, or efficiency rating for a period not to exceed thirty (30) days in any two (2) consecutive years. Reinstatement will be granted in accordance with applicable federal and state laws.

By a 7-0 vote under the Consent Agenda, Council moved to approve Resolution No. 2166, Amending Rule 10 Attendance and Leaves, Section 10 Military Leave.

j. Consider Resolution No. 2144 Adopting the Primary Property Tax Rate for Fiscal Year 2018-19 in Compliance with the Truth in Taxation Provisions of Arizona Revised Statutes; Providing for Repeal of Conflicting Resolutions; Providing for Severability and Declaring an Emergency

Stephanie Wojcik, Finance and Technology Director, reported in her Council routing form that the Fiscal Year 2018-19 Final Budget was previously approved in the amount of $36,139,381 which includes a primary property tax levy of $418,500. Per Council’s direction, the proposed property tax rate remains unchanged since FY 2014-15 at .5270; however the levy is increasing due to new construction, annexations, and/or increased assessed valuation.

On July 2, 2018 Council approved the property tax levy and adopted the Final Budget. At this time Council needs to adopt the rate.

By a 7-0 vote under the Consent Agenda, Council moved to approve Resolution No. 2144 adopting the Primary Property Tax Rate of .5270 for Fiscal Year 2018-19.

k. Consider Approval of a Final Re-plat of Parcel S, Phase 2A at Wickenburg Ranch

Steve Boyle, Community Development Director, reported in his Council routing form that M3 Builders, LLC, is proposing a re-plat of lots 21 through 25 and Tract D of Parcel S, Phase 2A of Wickenburg Ranch subdivision. The re-plat mostly consists of an adjustment of lot sizes. These lots are intended to have model homes constructed on them to advertise homes for sale in Wickenburg Ranch. Staff review found that the plat meets the Town of Wickenburg’s zoning and subdivision code requirements and recommends approval of the plat.

By a 7-0 vote under the Consent Agenda, Council moved to approve the plat of Parcel S, Phase 2A of Wickenburg Ranch.
I. Consider Ordinance No. 1185, Approving and Authorizing the Mayor to Execute an Exchange of Real Property Agreement Between the Town of Wickenburg and Simpson Cattle Company

Dave Nigh, Public Services Director, reported in his Council routing form that in 2013 a public hearing was held and Council approved the exchange of real property between the Town of Wickenburg and Simpson Cattle Company for the purpose of giving the proposed Kerkes Trailhead Project access to the Hassayampa River. A portion of Simpson's parcel #505-26-004B, adjacent to the Town's property selected for the trail head, has been surveyed to determine the portion of that property that will be used in this exchange. The town property that will be exchanged is parcel #503-01-029B, the site of an old wastewater treatment plant adjacent to the property Simpson has an RV park. Both properties are now of equal size and value.

Before you tonight is approval of the final agreement between the Town and Simpson for the exchange of real property.

Trish Stuhan, Town Attorney, stated that there was a minor technical correction to the Ordinance. The properties are of substantially equal value and the basis of that determination is that both properties are zoned exactly the same (R1-12), both are 6 acres in size and both are located within a wash and in the same area of Town. This truly is a nearly perfect exchange of properties.

By a 7-0 vote under the Consent Agenda, Council moved to approve Ordinance No. 1185.

2. Public Hearing on a New Liquor License Application, Series #12 to Cowboy Cookin', 495 E. Wickenburg Way, Applicant Kenneth Mindnich, and Forward a Recommendation to the Arizona Department of Liquor Licenses and Control

Amy Brown, Town Clerk, reported that Kenneth Mindnich has applied for a new liquor license, Series #12, for Cowboy Cookin', located at 495 E. Wickenburg Way. A Series #12 is for restaurant bar sales on the premises.

This non-transferable, on-sale, retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

The application was appropriately posted for twenty days. The Town Clerk's Office did not receive any comments from the public. Additionally, the application was forwarded to the Police Department and the Community Development and Neighborhood Services Department for their reviews and recommendations. Both departments submitted favorable recommendations to approve the liquor license.

Public Hearing Opened at 6:16 PM
Public Hearing Closed at 6:16 PM

MOVED BY Vice Mayor Royce Kardinal to forward a recommendation to the Arizona Department of Liquor Licenses & Control to approve Kenneth Mindnich's application for a new liquor license, Series #12, for Cowboy Cookin'
SECONDED BY Council Member Chris Band
VOTE: 7 – 0 (Yes – Mayor Sickles, Vice Mayor Kardinal, Council Members Band, Blunt, Crissman, Madrid and Pereira)

3. Consider Approval of Preliminary Plat at Wickenburg Ranch for Parcel L South

Steve Boyle, Community Development Director, reported that M3 Builders, LLC has submitted an application for approval of a preliminary plat for Parcel L South within the Wickenburg Ranch subdivision. The parcel would be subdivided into 188 single-family detached residential lots and tracts for private roadways, open space, and drainage. At 77.13 acres, the density of the proposed plat is 2.44 dwelling units per acre, in compliance with the R1-6 zoning and PAD approved by the Town Council.

The proposed lot areas range from 6,875 square feet to 10,125 square feet; setbacks are to be 8' minimum front setbacks to livable space, 15' rear setbacks, and 5' side setbacks. Home designs are to be in compliance with previously approved design reviews. The streets within the parcel are to be private tracts not maintained by the Town of Wickenburg, but are still to be constructed to the Town's adopted MAG standards. Local streets are to be 40' tracts with 32' of roadway, 4' sidewalks, and 8' public utility easements. The Town does own and operate the water and sewer system now.

The Planning and Zoning Commission voted to recommend approval of this plat during its regular meeting on 7/19/2018. This will be a new builder, Dorn Homes. This area will also have a pond in the area.

Council Member Band asked if this has been adjusted for the extra homes that were approved. Mr. Boyle stated that yes it has been.

Mayor Sickles asked about mosquitos from the lake. Mr. Boyle stated that this lake is already there, so they are not putting in a new lake. If there are issues, they will have to deal with it as the issues come up.

MOVED BY Council Member Sam Crissman to approve the preliminary plat for Parcel L South at Wickenburg Ranch
SECONDED BY Council Member Rui Pereira
VOTE: 6 – 1 (Yes – Mayor Sickles, Vice Mayor Kardinal, Council Members Blunt, Crissman, Madrid and Pereira) (No – Council Member Band)
4. Review of the Results from the Participatory Budgeting Voting on August 1 and Direction to Staff

Vince Lorefice, Town Manager reported that the total amount put in the budget is $65,000 for participatory budgeting. We started the process in June with a workshop and four projects were submitted for the vote. Voting took place on Wednesday, August 1, 2018. The final vote totals were:

- "The Corral" Library Patio Enclosure = 109
- Amphitheater = 108
- Community Garden = 16
- Shade on the Bridge = 13
- GRAND TOTAL = 246 VOTES CAST

He just wanted confirmation from the Council that they do want to move forward with the project and if they had any feedback about the process. He stated the Town worked with Freedom Express to bring riders to the voting site. We also offered phone voting this year. This is the second year of the program and we are still the only community in Arizona doing the participatory budgeting. Town Staff will follow all Town Code Policies on the Procurement Plan. With this project we will start with the design and engineering since it does deal with the structure of the building.

Vice Mayor Kardinal wanted the project to proceed and said that there were four great projects.

Council Member Band also wanted to proceed with the project.

Council Member Pereira stated that it does show that one vote can matter. He was watching the vote and saw staff count it several times to make sure it was accurate since it was so close. He applauded the initiative of the people who submitted the projects.

Mayor Sickles asked if Vince saw a problem with the project or process. Mr. Lorefice stated that this program was from a training he took at ASU for project management. We are trying to make it work for Wickenburg. Due to the phone voting, there were less people at the Community Center for the vote, so there was not the excitement of showing off the projects this year. He does like that it gets the public involved. The Friends of the Library worked and made calls to promote their project. He was just wondering if the Council had other feedback or heard feedback from members of the public.

5. Consider Resolution No. 2165, Approving and Authorizing the Mayor to Execute a Cooperative Purchasing Contract with Rush Truck Center for the Purchase of a 2019 Peterbilt 520 Refuse Truck in the Amount of $273,491.00 in Accordance with the Terms and Conditions of the City of Tempe Contract Number T15-097-01 for the Purchase of Refuse Vehicles

Dave Nigh, Public Services Director, reported that recent growth of the Town of Wickenburg has made it necessary to purchase a new refuse truck to service a newly
created, third route to its service area. This new route is primarily the Wickenburg Ranch area with some relief to the existing two routes. There was money in last fiscal year’s budget for this truck, but we haven’t needed a new truck until now. There is a six month lead time to get the truck, so we don’t want to wait any longer as we need it now. We only have two trash trucks and have staff to run a third truck. Staff would like authorization to purchase this truck utilizing the City of Tempe Contract Number T15-097-01 for the Purchase of Refuse Vehicles in the amount of $273,491.00. Going off the Tempe Cooperative contract allows us to get the best price.

Mayor Sickles asked if they have narrowed down the exact truck. Mr. Nigh stated that we are going for uniformity with the other two trucks so that we have interchangeable parts and it is the same for the drivers. Mr. Lorefice stated that we will go with the Scorpion as the Auto Card is the system for our old backup trucks.

Mayor Sickles stated that it is best to go with the same specifications. He also wanted to know about the GPS for $1,300 and whether that was really needed. Mr. Nigh stated that we currently have GPS on all our vehicles. There is a minimal monthly service fee. It allows the Town to know the location of the truck and to check productivity.

Council Member Band asked if the GPS allowed the Town to know if they were hard breaking or speeding. Mr. Nigh confirmed that that was correct.

Mayor Sickles stated that the air conditioning on the top was not as convenient for the driver verses the integral system. Mr. Nigh stated that he took the recommendation of the drivers.

Mayor Sickles asked about the posi-track and whether they were going to have super singles or duals. He also asked about the insulation as there is a new spray on for the cab. Mr. Lorefice stated that when they ordered the other two trucks a couple of years ago, staff met with the Mayor and they are using the same specs as those trucks.

Mayor Sickles also asked about an overlay on the bed.

Council Member Pereira suggested that staff meet with the Mayor prior to ordering the truck to go over the specifications.

Nohl Rosen stated that it sounded like there were reserve trucks and asked who is picking up the trash in Wickenburg Ranch right now. He didn’t think we should be spending $273,000 for a route that is being covered right now. Council Member Blunt stated that the reserve trucks are about 22 years old and have lots of miles on them so they aren’t good as regular use trucks. Mr. Lorefice stated that there are four trucks. Two of the truck are only four years old and are the primary trucks for use. Two are older units with high mileage. They are used only when we have a breakdown. In addition the trucks need maintenance occasionally and we have to use the backup trucks then whenever there is down time with the main trucks. In addition, those trucks also are used to run some commercial locations. It is very hard to do a
complete route with the older trucks because they are much slower picking up the cans. This truck has been in the budget for several years but we now need to buy another one. This is from the sanitation fund which is only money from sanitation customers. Mr. Rosen asked if the Town went out to bid for this truck. Mr. Lorefice stated that we need detailed specifications and we are only buying one vehicle. The last time we bought trucks we went with a Mesa bid and we also got quotes and we showed a savings of $30,000 with the co-op bid. They are buying in bulk so the unit pricing is less. Mr. Rosen asked why we are going off of a Tempe bid instead of bidding it through the Town. Mr. Lorefice stated that we are piggybacking off of their purchase as they get a better deal due to the quantity that they buy so we get that discounted price.

MOVED BY Council Member Rui Pereira to approve Resolution No. 2165 for the purchase of a refuse truck from Rush Truck Center
SECONDED BY Council Member Kelly Blunt
VOTE: 7 - 0 (Yes – Mayor Sickles, Vice Mayor Kardinal, Council Members Band, Blunt, Crissman, Madrid and Pereira)

6. Presentation Regarding Information on Sex Offender Laws in State of Arizona

Les Brown, Police Chief, stated that the Council requested information about the sex offender laws in Arizona as there was a concern from a citizen about an event. He stated that there are four levels of sex offenders. Level 1 is the lowest and level 3 is the highest. Level 4 means that they are figuring out what level to place the person in at that time. Laws regarding the notification on sex offenders are in ARS 13-3821 and 13-3825. The Town has to notify the citizens within 45 days of residency and the sex offenders have to register with the state. The Town has to notify citizens if they are a level 2 or 3 offender. There is an online web portal that they check regularly. The default is a level 2 if they can’t find information on what level they are. For example in California, after a certain amount of years, they get rid of the information so you can’t find what level they were. Arizona has different laws. There was someone recently who lived in California for half of the year and they no longer had to register there, but in Arizona they still have to register so the half of the year that they are in Arizona they register. The Town has to put flyers at all the schools, newspaper, social media and notify the neighbors. The Department of Public Safety (DPS) is the main one to monitor them statewide and make sure they are registering and the local agency is making the notification.

With the event in question, the sex offender lived in the County so it was not someone that the Town would make the notification for as the County would have done that near his residence. They do have the ability to be in a public park. There are more criteria for a level 3 offender. This person was registered with the Sherriff. They have 72 hours after they move to change their address in the system. If they are a transient, then they still have to register. They also have to renew their photo annually. They have to self-report to employers.

Level three have committed an offense and been determined to be dangerous for children. They cannot live within 1,000 feet of a school or child care unless they lived
there before the school was opened or if they are a minor or their rights have been restored. We can’t pass a Town law that would be more stringent than state law. There was a complaint about a person at the park. It was not private property and the sex offender has the right to be in a public place.

Council Member Band asked who monitors their social media accounts. Chief Brown stated that DPS monitors the offenders and they check them weekly. There are two in town now, who are level 1 or 2. Once they live in the County, they are checked by the Sheriff.

Kari Froelicher, Out-of-Town Resident, stated that the person was a level 3 sex offender who lives in the County but was at a church event. Chief Brown stated that the church can ask him to leave. A level three sex offender just can’t be at a school or child care facility. Once the person is asked to leave and if he refuses, then the police can trespass him from the property. The police just need to talk to someone in charge to verify that they want to ask him to leave. Ms. Froelicher stated that she thought that was the problem of finding the pastor.

Ms. Froelicher asked what citizens can do to protect their kids. Chief Brown said to be aware and proactive and let the police know if they see issues. The offenders have to update their information and the police do watch them.

Mayor Sickles asked if an HOA can regulate anything with sex offenders. Ms. Stuhan stated that it is governed by state law.

I. EXECUTIVE SESSION - (Council May Vote to Go Into Executive Session Pursuant to A.R.S §38-431.03(A)(3) to Receive Legal Advice from the Town Attorney on Any of the Above Agenda Items.)

J. SCHEDULING OF FUTURE COUNCIL AGENDA ITEMS

- Council Member Pereira requested an item regarding the mine in Peeples Valley such as the amount of dirt moved, pollution and jobs.
- Council Member Pereira requested an item regarding the sidewalk along Vulture Mine Road. Mr. Lorefice stated that that item is in the budget and will be solved this year.
- Council Member Pereira requested that if we can’t get the streaming issues fixed, then we need to turn off the broadcast.
- Mayor Sickles wanted to see the Forepaugh contract before it was approved.
- Council Member Band had some concerns about the allegations and would like to add an item to all contracts that prohibits any organization with a contract with the Town to participate in political activities. This item was seconded by Mayor Sickles.
- Mayor Sickles asked about the sidewalks at Listening Hills as one area has an issue. Mr. Lorefice stated that that is not a Town road right now, so the Town can’t fix any issues. The agreement was that they would fix any issues and widen the sidewalks prior to turning them over to the Town.
- Council Member Crissman asked about installing signs on Rincon Road regarding access, parking and the speed limits. Mr. Lorefice stated that Rincon Road is not in the Town limits.
K. ADJOURNMENT

MOVED BY Council Member Sam Crissman to adjourn the meeting at approximately 7:06 PM
SECONDED BY Council Member Ruben Madrid
VOTE: 7 – 0 (Yes – Mayor Sickles, Vice Mayor Kardinal, Council Members Band, Blunt, Crissman, Madrid and Pereira)

__________________________________________
Everett Sickles, Mayor

ATTEST:

__________________________________________
Amy Brown, Town Clerk

CERTIFICATION

I, Amy Brown, the duly appointed and qualified Town Clerk of the Town of Wickenburg, an Arizona Corporation, do hereby certify that the foregoing MINUTES of the REGULAR MEETING of August 6, 2018 is a full, true and correct copy of the Wickenburg Common Council and that a quorum was present at the meeting.

__________________________________________
Amy Brown, Town Clerk
AGENDA ITEM:
Consider Resolution No. 2164, Accepting a $30,000 Grant from the John K. and Lynne D. Boyer Family Foundation for the Completion of the Shade Structure Project on the Drover Caboose and Locomotive #761 and Authorizing the Mayor to Execute the Documents - Dave Nigh, Public Services Director

BACKGROUND INFORMATION:
The John K. and Lynne D. Boyer Family Foundation ("Boyer Family Foundation") has approved a grant with the following terms and conditions:

**Amount of Grant**: The amount of the grant is $30,000.

**Use of Funds**: The grant dated July 24, 2018 is in addition to an original grant made on January 28, 2016 to the Town of Wickenburg, Arizona, for the renovation and restoration of the locomotive, tender and caboose located in downtown Wickenburg. The original grant was made in consideration of the town agreeing to fund an amount of at least $30,000 for the shade structure to cover the entire length of the locomotive, tender and caboose.

The Boyer Family Foundation has been advised by Vince Lorefice, Town Manager, that the original cost estimates for the entire project including the shade structure exceeded budget due to time delays in completing the project, increased costs of materials due to timing differences and further unexpected delays.

The Town of Wickenburg has advised the Boyer Family Foundation that the entire
project, including the construction and completion of the shade structure covering the locomotive, tender and caboose, will be completed no later than September 30, 2018.

The Boyer Family Foundation agrees to support the Town of Wickenburg and provide additional funds in the amount of $30,000 to assist the Town of Wickenburg with the total cost of the project. The Town of Wickenburg agrees to complete the shade structure, receive the completed project from the contractor and finish any additional items in the general area such as fencing. In addition, the Town of Wickenburg agrees to use the entire $30,000 grant exclusively for the renovation and restoration of the locomotive, tender, caboose and shade structure.

The Town of Wickenburg shall then advise in writing the Boyer Family Foundation of completion of the project. Upon receipt of notification, the Boyer Family Foundation agrees to fund the grant of $30,000. As part of the Grant Agreement, the Foundation requires a report be submitted to the Foundation by the grantee by October 15, 2018.

**SUGGESTED MOTION:**
I move to approve Resolution No. 2164 for a Boyer Family Foundation Grant for the Train Shade.

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**Attachments**

- Resolution 2164
- Grant Agreement

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**Form Review**

Form Started By: Donna Ables
Final Approval Date: 08/23/2018

Started On: 07/25/2018 04:27 PM
RESOLUTION NO. 2164


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, AS FOLLOWS:

SECTION 1. Accept grant funds from the John K. and Lynne D. Boyer Family Foundation for the completion of the shade structure project on the Drover Caboose and Locomotive #761 and authorize the Mayor to execute any documents.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.


APPROVED this 4th day of September 2018.

______________________________
Everett Sickles, Mayor

ATTEST:

______________________________
Amy Brown
Town Clerk
APPROVED AS TO FORM:

____________________________________
Trish Stuhan, Town Attorney
Gust Rosenfeld PLC

CERTIFICATION

I, Amy Brown, Town Clerk, HEREBY CERTIFY that the foregoing Resolution Number 2164 was duly passed and adopted by the Common Council of the Town of Wickenburg, Arizona, at a regular meeting held on the 4th day of September 2018 that a quorum was present at the meeting.

____________________________________
Amy Brown
Town Clerk
GRANT AGREEMENT
JOHN K. AND Lynne D. Boyer Family FOUNDATION

In consideration of a grant of Thirty Thousand Dollars ($30,000) from the John K. and Lynne D. Boyer Family Foundation (the "Foundation"), the undersigned Grantee agrees:

1. On the ______ day of __________________________, ______ it obtained a favorable determination letter from the Department of the Treasury, Internal Revenue Service, that it is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is exempt from federal income taxation under Code § 501(a). The Grantee shall promptly provide the Foundation a copy of the determination letter upon request.

2. The tax-exempt status set forth in the Grantee's determination letter has not been revoked, terminated, suspended, or otherwise modified since the issuance of the determination letter. There are no issues presently threatened or pending before any office of the Internal Revenue Service or any court, agency, administrative body, or adjudicative body that could result in any changes to Grantee's tax-exempt status.

3. The Grantee is not a private foundation as that term is defined in the applicable Code Section(s) and Treasury Regulations.

4. To immediately notify the Foundation if there is any change or threatened change to its tax-exempt status.

5. The term of the grant is a one time payment of $30,000 (the "Term").

6. The grant shall be paid on the following schedule: $30,000 upon completion of the project.

7. To use the grant only for the following purpose:

The grant dated today, July 23, 2018, is in addition to an original grant made on January 28, 2016 to the Town of Wickenburg, Arizona, for the renovation and restoration of the locomotive, tender and caboose located in downtown Wickenburg. The original grant was made in consideration of the town agreeing to fund an amount of at least $30,000 for the shade structure to cover the entire length of the locomotive, tender and caboose.

The Boyer Family Foundation has been advised by Vince Lorello, Town Manager, that the original cost estimates for the entire project including the shade structure exceeded budget due to time delays in completing the project, increased costs of materials due to timing differences and further unexpected delays.

The Town of Wickenburg has advised the Boyer Family Foundation that the entire project, including the construction and completion of the shade structure covering the locomotive, tender and caboose, will be completed no later than September 30, 2018.
The Boyer Family Foundation agrees to support the Town of Wickenburg and provide additional funds in the amount of $30,000 to assist the Town of Wickenburg with the total cost of the project. The Town of Wickenburg agrees to complete the shade structure, receive the completed project from the contractor and finish any additional items in the general area such as fencing. In addition, the Town of Wickenburg agrees to use the entire $30,000 grant exclusively for the renovation and restoration of the locomotive, tender, caboose and shade structure.

The Town of Wickenburg shall then advise in writing the Boyer Family Foundation of completion of the project. Upon receipt of notification, the Boyer Family Foundation agrees to fund the grant of $30,000.

8. The Grantee shall only use the grant for charitable purposes (within the meaning of the Code and applicable Treasury Regulations). Grantee shall immediately notify the Foundation if Grantee is unable to expend the grant for the purpose described herein or if it makes any expenditure for any purpose other than those for which the grant was intended.

9. The grant shall not benefit, directly or indirectly, any person involved in the review or approval of applications for grants, and any entity that employs such a person.

10. To comply with all applicable accounting and financial reporting standards.

11. To repay the Foundation any portion of the amount granted which is not used for the purpose of the grant as set forth above. This repayment obligation applies to all granted amounts which are not used for the purpose of the grant as set forth above, including unexpended and misdirected funds.

12. To submit to the Foundation an annual report in accordance with Addendum A, which is hereby incorporated by reference. This report shall be submitted to the Foundation no later than the 15th day of October, 2018. Reports must be submitted annually thereafter until the grant funds are expended in full, the Term expires, or the grant is otherwise terminated, at which time a final report must be submitted. The Foundation reserves the right, at any time in its sole discretion, to request additional information from the Grantee, and Grantee shall comply with such request.

13. To maintain complete and accurate records of all receipts and expenditures arising out of or relating to the grant. The Grantee shall make its books and records available for the Foundation to inspect during normal business hours or at other reasonable times. Unless a longer record retention period is specified by state or federal law, Grantee shall retain all records relating to the grant for at least seven (7) years following the termination of the grant.

14. Not to use any of the grant funds:

   (a) To carry on propaganda or otherwise attempt to influence legislation within the
meaning of Code § 4945(d)(1) or corresponding section of any future tax code.

(b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Code § 4945(d)(2) or corresponding section of any future tax code.

(c) To make any grant which does not comply with the requirements of Code § 4945(d)(3) or (4) or corresponding section of any future tax code.

(d) To undertake any activity for any purpose other than one specified in Code § 170(c)(2)(B) or corresponding section of any future tax code.

(e) To undertake any activity prohibited by federal, state, or local law.

15. The grant may be terminated if:

(a) The Grantee loses its tax-exempt status.

(b) The Grantee uses any grant amounts for purposes other than those enumerated in Section 7.

(c) The Grantee uses any grant amounts for one or more of the activities enumerated in Section 14.

Upon termination of the grant under this Section 15, the Grantee shall immediately repay the Foundation all unexpended grant amounts. In addition, if the grant is terminated for the reason set forth in Section 15(a), the Grantee shall immediately repay the Foundation all grant amounts expended or received on and following the date on which the loss of tax-exempt status occurred, and if the grant is terminated for one or more reasons set forth in Section 15(b) or (c), the Grantee shall immediately repay the Foundation the amount of the grant that it expended on activities that caused the grant to be terminated.

16. To obtain prior written consent from the Foundation prior to issuing any press release or other publicity relating to the grant.

17. To the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising out of or relating to any act or omission of the Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying grant funds, or in carrying out the purpose of the grant as set forth herein.

18. The Foundation reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary (a) because the Grantee has not fully complied with the terms and conditions of the grant; (b) to
protect the purpose and objectives of the grant or any other charitable activities through the Foundation; or (c) to comply with the requirements of any law or regulation applicable to the Grantee or the Foundation, or the grant. If the Foundation does not receive signed copies of this Agreement within ten (10) days after the date of the Foundation's grant award letter, the grant may be revoked.

19. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of Nebraska regardless of whether this Agreement is executed in a state other than the State of Nebraska and regardless of the choice of law and conflict of laws, statutes and common laws of the state in which this Agreement is executed or the State of Nebraska.

20. To be bound by all the terms and conditions of this Agreement. This Agreement constitutes the entire understanding of the Foundation and Grantee and supersedes all prior agreements and representations, whether oral or in writing. The undersigned certify they are the duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all terms and conditions placed on this grant, and in connection with this grant to make, execute, and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports, and other instruments of every kind.

EXECUTED this _________ day of ________________________ 20_____.

Town of Wickenburg, Arizona, Grantee

By: ___________________________

Name: __________________________

Title: __________________________

EIN: __________________________

1937572
ADDENDUM A
REPORTING REQUIREMENTS

This Addendum A ("Addendum") is made a part of and incorporated into the Grant Agreement.

1. Contents of Reports.

All reports must be stand alone documents. Reports should provide a reader who is unfamiliar with the Grantee or the project a complete understanding of the objectives and results of the project(s) funded by the grant. The report required under Section 13 of the Grant Agreement must be formatted as follows:

a. Grantee's identifying information.
b. A discussion of the purpose(s) of the grant and the project(s) funded by the grant.
c. An identification and discussion of all project milestones.
d. A discussion and analysis of the results of the project.
   i. Discuss whether the project achieved the anticipated results.
   ii. Discuss unexpected results (if any).
e. A discussion of how the Grantee addressed both anticipated and unanticipated problems the Grantee encountered during the project.
f. A full, final financial accounting of all grant funds and related expenditures.
   i. Provide a complete narrative explanation of how the grant was spent.

2. Unless specifically requested by the Foundation, reports should NOT include the following:

a. CDs
b. Color (fonts, graphics, etc.) (the entire report should be produced in black and white)
c. DVDs
d. Photographs
e. Plastic report covers or binding. A staple in the upper left-hand corner is sufficient.
Common Council Regular Meeting

Meeting Date: 09/04/2018

Item Requested By: Les Brown, Police Chief

Staff Contact: Chief Les Brown

Contact Phone Number: 928-668-0503

Type of Agenda Item: Consent, Includes Resolution, New Business

STRATEGIC PLAN

This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):

Public Safety
Continue efforts to modernize radio communications infrastructure and develop capital replacement plans to ensure resources remain current.

Effect of Yes or No Votes:
A "yes" vote will accept the low bid from Jones Ford and order two new police vehicles.

A "no" vote will not accept the low bid from Jones Ford and not order two new police vehicles.

AGENDA ITEM:
Consider Resolution No. 2167, Accepting a Bid from Jones Ford Mercury LLLLP for the Purchase of Two Police Vehicles; Authorizing the Expenditure of Public Funds in the Amount of $67,539.54 and Authorizing the Mayor to Execute the Purchase Contract with Jones Ford Mercury LLLLP in Accordance with the Terms Submitted in Bid #B18-04

-Les Brown, Police Chief

BACKGROUND INFORMATION:
The Town of Wickenburg conducted a formal sealed bid process for the purchase of two new police vehicles. Jones ford submitted the lowest bid in the amount of $67,539.54. This item is to accept and award the bid to Jones Ford. The only other bidder was Finlay Chevrolet who submitted a Chevy Tahoe at the price of $42,432.29 for one vehicle.

SUGGESTED MOTION:
I move to approve Resolution No. 2167 to purchase two vehicles from Jones Ford.
Fiscal Impact

Total Funding Request: $67,539.54
Is it Included in the Budget Yes/No: Yes
Source of Funds/CIP #: 165-90908
One-Time Expenditure of Funds Yes/No: yes
Amount of Annual Expenditure of Funds: 0
Is Quote/Bid Information Included Yes/No: Yes

Attachments

Resolution 2167
Contract with Jones Ford
Exhibit A Jones Ford Bid
Bid Totals

Form Review

Form Started By: Les Brown
Started On: 08/20/2018 09:51 AM
Final Approval Date: 08/27/2018
RESOLUTION NO. 2167

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, ACCEPTING A BID FROM JONES FORD MERCURY LLP FOR THE PURCHASE OF TWO POLICE VEHICLES; AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS IN AN AMOUNT OF $67,539.54, AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE CONTRACT WITH JONES FORD MERCURY LLP IN ACCORDANCE WITH THE TERMS SUBMITTED IN BID #B18-04

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, AS FOLLOWS:

SECTION 1. Accept a bid (#B18-04) for the purchase of two (2) 2018 Police Vehicles, as submitted by Jones Ford Mercury LLP.

SECTION 2. Authorize expenditure of public funds in an amount not to exceed $67,539.54 for the two (2) 2018 Police Vehicles bid.

SECTION 3. Authorize the Mayor to execute an agreement with Jones Ford Mercury LLP in accordance with the terms and conditions contained in its bid #B18-04.

SECTION 4. Authorize various Town officers and employees to perform all acts necessary or desirable to give effect to this resolution.


APPROVED this 4th day of September 2018.
Resolution 2167

Everett Sickles,
Mayor

ATTEST:

____________________________________
Amy Brown
Town Clerk

APPROVED AS TO FORM:

____________________________________
Trish Stuhan, Town Attorney
Gust Rosenfeld PLC

CERTIFICATION

I, Amy Brown, Town Clerk, HEREBY CERTIFY that the foregoing Resolution Number 2167 was duly passed and adopted by the Common Council of the Town of Wickenburg, Arizona, at a regular meeting held on the 4th day of September, 2018, and that a quorum was present at the meeting.

____________________________________
Amy Brown
Town Clerk
PURCHASE CONTRACT – BID# B18-04

Vendor: Jones Ford Mercury LLLP
Vendor Address: 555 E. Wickenburg Way, Wickenburg, AZ 85390

This Contract is entered into between the Town of Wickenburg, Arizona (“Customer”) and Jones Ford Mercury LLLP (“Vendor”) this 4th day of September, 2018.

1. Agreement to Purchase: Customer agrees to purchase and Vendor agrees to sell, pursuant to the terms and conditions set forth herein, the supplies described in Exhibit A (“supplies”) in accordance with all requirements of the supplies General Conditions, Specifications and Design Standards and Vendor’s bid. The General Conditions, supplies Specifications and Design Standards and Vendor’s bid are incorporated into this Contract as though fully set forth herein.

2. Risk of Loss: Vendor shall bear all risks of loss, injury or destruction of goods and materials contracted for hereunder which occur prior to delivery of the supplies to the Customer. Any such loss, injury, or destruction prior to delivery shall not release Vendor from any obligation owed hereunder.

3. Delivered Service Ready: The supplies shall be delivered ready to be put into intended service.

4. Delivery Acceptance: The supplies shall be delivered to Customer on or before December 4, 2018. Prior to acceptance of the supplies and payment of the invoice, Customer shall inspect the supplies to confirm compliance with the requested supplies specifications. The inspection may include testing where the nature of the supplies cannot be adequately determined otherwise. The cost of testing shall be borne by Customer, except where the goods are nonconforming. In such case, Customer may recover the reasonable cost of inspection and testing from Vendor as part of its incidental damage caused by Vendor’s breach.

5. Patent and Royalty Rights: Vendor agrees to defend the Customer at Vendor’s own expense, in all suits, actions or proceedings in which the Customer is made a defendant for actual or alleged infringement of any United States of America or foreign patent resulting from Customer’s use of the goods purchased from the Vendor. Vendor further agrees to pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings against the Vendor. Vendor agrees to indemnify and hold harmless Customer from any and all royalty and proprietary licenses, fees or costs, including legal costs, which may arise out of Customer’s purchase and use of supplies supplied by Vendor. It is expressly agreed by Vendor that these patent and royalty covenants are irrevocable and perpetual.

6. Applicable Law: This Contract shall be governed by the laws of the State of Arizona without regard to any choice of law provisions thereof.

7. Compliance with Laws:

(a) Vendor represents that all goods and services, delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended.
The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the supplies furnished hereunder, and will obtain any permits required for such installation and use.

8. **Assignment:** This Contract may not be assigned by the Customer without the prior written consent of the Customer, and any assignment without such consent shall be null and void.

9. **Attorney’s Fees:** If any action at or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

10. **Entire Agreement:** This Agreement (which includes the General Conditions, supplies Specifications and Design Standards and Vendor’s bid) constitutes the entire agreement between the parties, and any oral representations or terms set forth in a separate acceptance form or delivery slip shall not alter the terms and conditions of this Agreement.

Dated the year and date set forth above.

TOWN OF WICKENBURG

By Mayor Everett Sickles

By ______________________

Its: ______________________

Authorized Representative

ATTEST:

_____________________

Amy Brown, Town Clerk

APPROVED AS TO FORM:

_____________________

Trish Stuhan, Town Attorney
EXHIBIT A

PURCHASED ITEMS
TOWN OF WICKENBURG

TWO (2) 2018 VEHICLES
FOR THE POLICE DEPARTMENT
BID NUMBER #B18-04

PROJECT MANAGER: Ken Lutkiewicz, Police Lieutenant
928-684-5411
klutkiewicz@wickenburgaz.org

BID PLANS & SPECIFICATIONS: Electronic Bid Documents
www.wickenburgaz.org/bids
To obtain hard copy bid information, please call
Donna Ables, Deputy Town Clerk
928-668-0518

BID SUBMITTAL DATE: August 15, 2018, 10:30 a.m.
Town of Wickenburg

NOTICE & INVITATION FOR BIDS

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Two (2) 2018 Vehicles for the Police Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Opening/Deadline for Submittal:</td>
<td>August 15, 2018, at 10:30 a.m.</td>
</tr>
<tr>
<td>Project/Solicitation No.</td>
<td>B18-04</td>
</tr>
<tr>
<td>Location:</td>
<td>Wickenburg Town Clerk’s Office, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390</td>
</tr>
<tr>
<td>Bid/Contract Documents Available at:</td>
<td>Wickenburg Town Clerk’s Office (No Charge if emailed) 155 N. Tegner, Suite A, Wickenburg, Arizona 85390 928-684-5451, Ext. 1518 or 1517</td>
</tr>
</tbody>
</table>

**Date and Location for Submittal of Sealed Bids:** Sealed bids will be received at the Town of Wickenburg Clerk’s Office, 155 North Tegner Street, Suite A, Wickenburg, Arizona 85390 until 10:30 a.m., August 15, 2018, for the above project. Bids must be submitted in a sealed envelope clearly marked on the outside with the name of the project and the solicitation number. Any bid received after the time specified will be returned unopened. It is the bidder’s responsibility to assure bids are received at the above location on or before the specified time. Bids will be opened at 10:31 a.m. in the Town Hall Large Conference Room, 155 N. Tegner Street, Suite A, Wickenburg, Arizona, and publicly read aloud immediately after the time for receiving bids. In the case of extensive price listings, only the bidder’s names will be read aloud, and the determination of the lowest bid will be made after further Town review.

**Project Summary:** Wickenburg seeks to purchase two (2) new 2018 vehicles for the Police Department, specifics on the vehicles included in these bid documents.

**Bid Requirement:** Each bid will be in accordance with the bid requirements, set forth in the Invitation for Bids, which may be obtained at the Wickenburg Town Clerk’s office, 155 N. Tegner, Suite A, Wickenburg, Arizona. Any bid which does not conform in all material respects to the Invitation for Bids will be considered non-responsive.

**Right to Reject Bids:** The Town reserves the right to reject any or all bids, waive any informality in a bid or to withhold the Award for any reason the Town determines.

**Equal Opportunity:** The Town is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit bids on this solicitation.

DATED: July 3, 2018
Publication Date: July 11, 2018

Amy Brown, Town Clerk, TOWN OF WICKENBURG, ARIZONA
EACH BIDDER IS REQUIRED TO FILL IN EVERY BLANK AS DESCRIBED. FAILURE TO DO SO CAN BE THE BASIS FOR REJECTION OF THE BID.

NOTE: For the below vehicles, please note that the Town has the ability to award the bid either as a package or individually for what is most advantageous to the Town.

1. **2018 FORD EXPLORER**

<table>
<thead>
<tr>
<th>#</th>
<th>SPECIFICATIONS</th>
<th>VENDOR'S RESPONSE</th>
<th>LIST SUBSTITUTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>K8A – 4DR AWD Police</td>
<td>Y</td>
<td>YES</td>
</tr>
<tr>
<td>2.</td>
<td>G1 – Shadow Black</td>
<td>N</td>
<td>NO</td>
</tr>
<tr>
<td>3.</td>
<td>YZ – Police White</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>9 – HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>W - BLACK</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>500A - EQUIP GRP</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prem Single CD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>99R - .3.7L V6 TIVCT</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>44C - .6-SPD AUTO TRAN</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>17A – Aux Climate Control</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>51Y – Driver Side Spt Lmp</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>86P – Front Lamp Housing</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>86T – RR Taillamp Housing</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>91A – Vinyl Package 1</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>
2. **2018 Ford F-150**

<table>
<thead>
<tr>
<th>#</th>
<th>SPECIFICATIONS</th>
<th>VENDOR'S RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>W1E- F150 Crew Cab XL 4x4 145&quot;WB 5.0L V8</td>
<td>Y</td>
</tr>
<tr>
<td>2.</td>
<td>413 – Skid Plates</td>
<td>Y</td>
</tr>
<tr>
<td>3.</td>
<td>50S – Cruise Control</td>
<td>Y</td>
</tr>
<tr>
<td>4.</td>
<td>53B – Tow Hitch</td>
<td>Y</td>
</tr>
<tr>
<td>5.</td>
<td>85A – Power Equipment</td>
<td>Y</td>
</tr>
<tr>
<td>6.</td>
<td>YZ – Police White and G1 - Shadow Black for Police Vehicle</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>YZ Police White Only</td>
</tr>
<tr>
<td>7.</td>
<td>Medium or Dark Earth Gray Interior</td>
<td>Y</td>
</tr>
<tr>
<td>8.</td>
<td>101A – Equipment Group</td>
<td>Y</td>
</tr>
<tr>
<td>9.</td>
<td>10-Speed Auto w/TOW mode</td>
<td>Y</td>
</tr>
</tbody>
</table>

**IV. BIDDER'S BID**

4.1 **Bidder's Bid:** For the bid opening August 15, 2018, 10:30 a.m. for Two (2) 2018 Vehicles for the Police Department.

4.2 **Conditions Accepted:** The undersigned Bidder declares that before preparing this bid, he or she has read the Bid Documents carefully, and that this bid is made with full knowledge of the kind, quality and quantity of supplies to be furnished by signing this bid. Bidder agrees to all conditions contained in the Bid Documents.

4.3 **Bid Price:**

**Instructions for Bidders:**

All Bid Prices shall include all freight, insurance, warranty costs, taxes and fees chargeable to the Town of Wickenburg and F.O.B. prepaid to Town of Wickenburg, 155 N Tegner Street, Wickenburg, Arizona

Bidder will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Bidder are eligible for a tax exemption, credit or deduction due to the nature of the item, at Bidder's request, Town will assist Bidder in applying for and obtaining the same.
NOTE: For the below vehicles, please note that the Town has the ability to award the bid either as a package or individually for what is most advantageous to the Town.

<table>
<thead>
<tr>
<th>1.</th>
<th>2018 Ford Explorer</th>
<th>$30,469.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>COST OF VEHICLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALL APPLICABLE TAXES @ 7.99%</td>
<td>$2,432.08</td>
<td>2434.47</td>
</tr>
<tr>
<td>TOTAL VEHICLE BID</td>
<td>$33,901.08</td>
<td>33,903.47</td>
</tr>
<tr>
<td>Includes delivery to the Town of Wickenburg</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A Town of Wickenburg Business License, if applicable: Town Lic # 3884

<table>
<thead>
<tr>
<th>2.</th>
<th>2018 Ford F-150</th>
<th>$32,066.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>COST OF VEHICLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALL APPLICABLE TAXES @ 7.99%</td>
<td>$2562.07</td>
<td></td>
</tr>
<tr>
<td>TOTAL VEHICLE BID</td>
<td>$34,628.07</td>
<td></td>
</tr>
<tr>
<td>Includes delivery to the Town of Wickenburg</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A Town of Wickenburg Business License, if applicable: + Plus $4 Year license registration fee

4.4 Location of Installation: N/A

4.5 Location of Parts and Service: N/A

4.6 Guaranteed Delivery Time and Penalty: The supplies shall be delivered to Town within 90-days of Notice of Award of this Contract.

4.7 Contract Acceptance: Bidder proposes and agrees that if this bid is accepted, he or she will enter into a contract with the Town of Wickenburg within seven (7) days after the Town’s acceptance of this bid at the listed scheduled price.

4.8 Affidavit: The following affidavit is submitted by the Bidder as part of this bid:
# PUBLIC BID OPENING

**B18-04 TWO (2) 2018 VEHICLES FOR THE POLICE DEPARTMENT**

**BID OPEN DATE: WEDNESDAY, AUGUST 15, 2018 @ 10:30 A.M.**

<table>
<thead>
<tr>
<th>COMPANY NAME &amp; ADDRESS</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Company Name:</td>
<td>Addenda</td>
</tr>
<tr>
<td>Findlay Motor Company</td>
<td>Bonds</td>
</tr>
<tr>
<td>Address</td>
<td><strong>$1,421,432.59</strong></td>
</tr>
<tr>
<td>2565 Laughlin View Dr</td>
<td></td>
</tr>
<tr>
<td>Bullhead City, AZ 86429</td>
<td></td>
</tr>
</tbody>
</table>

| **2** Company Name:    | Addenda    |
| Jones Ford             | Bonds      |
| Address                | **$32,901.08** |
| 555 E. Wickenburg Way  |            |
| Wickenburg, AZ 85390   |            |

| **3** Company Name:    | Addenda    |
|                        | Bonds      |
| Address                | $           |

| **4** Company Name:    | Addenda    |
|                        | Bonds      |
| Address                | $           |

| **5** Company Name:    | Addenda    |
|                        | Bonds      |
| Address                | $           |

**APPARENT LOW BIDDER NAME**

*Jones Ford*

**ATTEST:**

By: AMY BROWN, TOWN CLERK

**WITNESS:**

By: DONNA ABLES, DEPUTY TOWN CLERK
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Omar Smailbegovic, Planner
Staff Contact: Omar Smailbegovic
Contact Phone Number: 928-668-0512
Type of Agenda Item: Consent, New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):

AGENDA ITEM:
Consider Approval of a Final Re-plat of Parcel I at Wickenburg Ranch - **Steve Boyle, Community Development Director**

BACKGROUND INFORMATION:
M3 Builders, LLC, is proposing a re-plat of lots 620 through 622 of Parcel I of Wickenburg Ranch. The re-plat would eliminate lot 621 and create a new tract. Staff review found that the plat meets the Town of Wickenburg's zoning and subdivision code requirements and recommends approval of the plat.

SUGGESTED MOTION:
I move to approve the final re-plat of Parcel I at Wickenburg Ranch.

Attachments

- Application
- Plat

Form Review

Form Started By: Omar Smailbegovic
Final Approval Date: 08/27/2018
Started On: 08/21/2018 01:15 PM
**TOWN OF WICKENBURG, ARIZONA**  
155 N. TEGNER STREET, SUITE A, WICKENBURG, AZ 85390  
TEL: 928-668-0500/602-506-1622, EXT. 500  
VOICE & TTY (928) 684-5411

**SUBDIVISION APPLICATION**

PRELIMINARY PLAT FEE:  
FINAL PLAT FEE: $390.00  
DATE PAID:  
DATE PAID:  

**Preliminary Plat Fees**

<table>
<thead>
<tr>
<th>NUMBER OF LOTS</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10</td>
<td>$315 plus $6.50 per lot</td>
</tr>
<tr>
<td>11-25</td>
<td>$340 plus $5.50 per lot</td>
</tr>
<tr>
<td>26-50</td>
<td>$370 plus $4.75 per lot</td>
</tr>
<tr>
<td>50-100</td>
<td>$390 plus $4.25 per lot</td>
</tr>
<tr>
<td>101-200</td>
<td>$475 plus $3.00 per lot</td>
</tr>
<tr>
<td>200 or over</td>
<td>$600 plus $3.00 per lot</td>
</tr>
</tbody>
</table>

**Final Plat Fees**

<table>
<thead>
<tr>
<th>NUMBER OF LOTS/DWELLING UNITS</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>$390</td>
</tr>
<tr>
<td>11-25</td>
<td>$445</td>
</tr>
<tr>
<td>26-50</td>
<td>$525</td>
</tr>
<tr>
<td>51-100</td>
<td>$580</td>
</tr>
<tr>
<td>101-200</td>
<td>$660</td>
</tr>
<tr>
<td>200 or over</td>
<td>$710</td>
</tr>
</tbody>
</table>

**PAID**

CK. NO.  
DATE  
Dep.
<table>
<thead>
<tr>
<th></th>
<th>PROPERTY OWNER NAME</th>
<th>Wickenburg Development Co., LLC c/o M3 Builders</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MAILING ADDRESS</td>
<td>4222 E Camelback Road, Suite H100, Phoenix, AZ 85018</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE NUMBER</td>
<td>(602) 386-1317</td>
</tr>
<tr>
<td></td>
<td>FAX NUMBER</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>APPLICANT NAME</td>
<td>M3 Builders, LLC</td>
</tr>
<tr>
<td></td>
<td>MAILING ADDRESS</td>
<td>4222 E Camelback Road, Suite H100, Phoenix, AZ 85018</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE NUMBER</td>
<td>(602) 386-1317</td>
</tr>
<tr>
<td></td>
<td>FAX NUMBER</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>ENGINEER NAME</td>
<td>Wood, Patel &amp; Associates, Inc.</td>
</tr>
<tr>
<td></td>
<td>MAILING ADDRESS</td>
<td>2051 W Northern Ave, Suite 100, Phoenix, AZ 85021</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE NUMBER</td>
<td>(602) 335-8500</td>
</tr>
<tr>
<td></td>
<td>FAX NUMBER</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>DESIGNATED CONTACT</td>
<td>Chris Rivera</td>
</tr>
<tr>
<td></td>
<td>MAILING ADDRESS</td>
<td>4222 E Camelback Road, Suite H100, Phoenix, AZ 85018</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE NUMBER</td>
<td>(602) 386-1317</td>
</tr>
<tr>
<td></td>
<td>FAX NUMBER</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>PROJECT SITE LOCATION</td>
<td>Hwy 93 and SR 89</td>
</tr>
<tr>
<td>6</td>
<td>ASSESSORS PARCEL NUMBER(S)</td>
<td>A portion of 201-02-184</td>
</tr>
<tr>
<td>7</td>
<td>ZONING DISTRICT</td>
<td>R1-6 PAD</td>
</tr>
<tr>
<td>8</td>
<td>EXISTING LAND USE</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>9</td>
<td>EXISTING STRUCTURES</td>
<td>None</td>
</tr>
<tr>
<td>10</td>
<td>FLOOD ZONE DESIGNATION</td>
<td>Zone &quot;X&quot; (over all lot areas)</td>
</tr>
<tr>
<td>11</td>
<td>ADJACENT ZONING</td>
<td>ADJACENT LAND USE</td>
</tr>
<tr>
<td></td>
<td>NORTH:</td>
<td>NORTH: Open Space</td>
</tr>
<tr>
<td></td>
<td>SOUTH:</td>
<td>SOUTH: SFR</td>
</tr>
<tr>
<td></td>
<td>EAST:</td>
<td>EAST: Golf Course</td>
</tr>
<tr>
<td></td>
<td>WEST:</td>
<td>WEST: Open Space</td>
</tr>
<tr>
<td>12</td>
<td>TOPOGRAPHY</td>
<td>Average Slope = 8.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Approximate Maximum Slope = 2.5:1%</td>
</tr>
<tr>
<td>13</td>
<td>INTENT OF SUBDIVISION</td>
<td>A. LOTS ONLY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. LOTS &amp; DWELLINGS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. CONDOMINIUMS</td>
</tr>
<tr>
<td>14</td>
<td>SITE DIMENSIONS</td>
<td>Varies - See Preliminary Plat</td>
</tr>
<tr>
<td>15</td>
<td>SITE AREA</td>
<td>GROSS: 12.67 Acres</td>
</tr>
<tr>
<td>16</td>
<td>SITE AREA</td>
<td>NET: 12.67 Acres</td>
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<tr>
<td>17</td>
<td>NUMBER OF LOTS/UNITS</td>
<td>5</td>
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<tr>
<td>18</td>
<td>DENSITY</td>
<td>.4 DU/acre</td>
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<tr>
<td>19</td>
<td>LOT DIMENSIONS</td>
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<tr>
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<td>MAXIMUM: 100 x 188</td>
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<tr>
<td>20</td>
<td>LOT AREA</td>
<td>MINIMUM: 10,150</td>
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<td>MAXIMUM: 18,800</td>
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<tr>
<td>21</td>
<td>MINIMUM LOT FRONTAGE (STREET)</td>
<td>70'</td>
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<tr>
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<tr>
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<td></td>
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<td></td>
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<td></td>
<td>SEWER: Wickenburg Ranch Wastewater, LLC</td>
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</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>STATEMENT OF INTENT</th>
</tr>
</thead>
</table>

A re-plat of lots 620 through 622.

---

OWNER'S SIGNATURE: ___________________________  DATE: 08-07-2018

APPLICANT'S SIGNATURE: ___________________________  DATE: ___________________________
TOWN OF WICKENBURG, ARIZONA
155 N. TEGNER STREET, SUITE A, WICKENBURG, AZ 85390
TEL: 928-668-0500/602-506-1622, EXT. 500
VOICE & TTY (928) 684-5411

SUBDIVISION APPLICATION

PRELIMINARY PLAT FEE: ___________________________ DATE PAID: ___________________________
FINAL PLAT FEE: $390.00 DATE PAID: ___________________________  

Preliminary Plat Fees

<table>
<thead>
<tr>
<th>NUMBER OF LOTS</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10</td>
<td>$315 plus $6.50 per lot</td>
</tr>
<tr>
<td>11-25</td>
<td>$340 plus $5.50 per lot</td>
</tr>
<tr>
<td>26-50</td>
<td>$370 plus $4.75 per lot</td>
</tr>
<tr>
<td>50-100</td>
<td>$390 plus $4.25 per lot</td>
</tr>
<tr>
<td>101-200</td>
<td>$475 plus $3.00 per lot</td>
</tr>
<tr>
<td>200 or over</td>
<td>$600 plus $3.00 per lot</td>
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</table>

Final Plat Fees

<table>
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<tr>
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<tbody>
<tr>
<td>0-10</td>
<td>$390</td>
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<tr>
<td>11-25</td>
<td>$445</td>
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<tr>
<td>26-50</td>
<td>$525</td>
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<tr>
<td>51-100</td>
<td>$580</td>
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<tr>
<td>101-200</td>
<td>$660</td>
</tr>
<tr>
<td>200 or over</td>
<td>$710</td>
</tr>
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</table>

PAID

CK. NO. Dep.
DATE ___________________________
<table>
<thead>
<tr>
<th></th>
<th>PROPERTY OWNER NAME</th>
<th>Wickenburg Development Co., LLC c/o M3 Builders</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MAILING ADDRESS</td>
<td>4222 E Camelback Road, Suite H100, Phoenix, AZ 85018</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE NUMBER</td>
<td>(602) 386-1317</td>
</tr>
<tr>
<td></td>
<td>FAX NUMBER</td>
<td></td>
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</tbody>
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<table>
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<tr>
<th></th>
<th>APPLICANT NAME</th>
<th>M3 Builders, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MAILING ADDRESS</td>
<td>4222 E Camelback Road, Suite H100, Phoenix, AZ 85018</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE NUMBER</td>
<td>(602) 386-1317</td>
</tr>
<tr>
<td></td>
<td>FAX NUMBER</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MAILING ADDRESS</td>
<td>2051 W Northern Ave, Suite 100, Phoenix, AZ 85021</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE NUMBER</td>
<td>(602) 335-8500</td>
</tr>
<tr>
<td></td>
<td>FAX NUMBER</td>
<td></td>
</tr>
</tbody>
</table>

|   | DESIGNATED CONTACT   | Chris Rivera |
|   | MAILING ADDRESS      | 4222 E Camelback Road, Suite H100, Phoenix, AZ 85018 |
|   | TELEPHONE NUMBER     | (602) 386-1317 |
|   | FAX NUMBER           | |

|   | PROJECT SITE LOCATION| Hwy 93 and SR 89 |
|   |                      |                  |

|   | ASSESSORS PARCEL NUMBER(S) | A portion of 201-02-184 |
|   | ZONING DISTRICT           | R1-6 PAD |
|   | EXISTING LAND USE         | Vacant Land |
|   | EXISTING STRUCTURES       | None |

|   | FLOOD ZONE DESIGNATION   | Zone "X" (over all lot areas) |
|   | ADJACENT ZONING          | ADJACENT LAND USE |
|   | NORTH:                   | NORTH: Open Space |
|   | SOUTH:                   | SOUTH: SFR |
|   | EAST:                    | EAST: Golf Course |
|   | WEST:                    | WEST: Open Space |

|   | TOPOGRAPHY              | Average Slope = 8.5% |
|   |                        | Approximate Maximum Slope = 2.5:1% |

|   | INTENT OF SUBDIVISION   | A. LOTS ONLY |
|   |                        | B. LOTS & DWELLINGS |
|   |                        | C. CONDOMINIUMS |

|   | SITE DIMENSIONS         | Varies - See Preliminary Plat |
|   | SITE AREA               | GROSS: 12.67 Acres |
|   |                        | NET: 12.67 Acres |
|   | NUMBER OF LOTS/UNITS    | 5 |
|   | DENSITY                 | 0.4 DU/ac |

|   | LOT DIMENSIONS          | MINIMUM: 70 x 145 |
|   |                        | MAXIMUM: 100 x 188 |

|   | LOT AREA                | MINIMUM: 10.150 |
|   |                        | MAXIMUM: 18,800 |

<p>|   | MINIMUM LOT FRONTAGE (STREET) | 70' |</p>
<table>
<thead>
<tr>
<th>22</th>
<th>UTILITIES PROVIDED BY</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>ELECTRIC: APS</td>
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<tr>
<td></td>
<td>GAS: N/A</td>
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<tr>
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<td>WATER: Wickenburg Ranch Water, LLC</td>
</tr>
<tr>
<td></td>
<td>SEWER: Wickenburg Ranch Wastewater, LLC</td>
</tr>
</tbody>
</table>

| 23 | DIGITAL FORMAT OF PLAT REQUIRED (PDF, JPEG) |
|    |                                            |

<table>
<thead>
<tr>
<th>24</th>
<th>STATEMENT OF INTENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A re-plat of lots 620 through 622.</td>
</tr>
</tbody>
</table>

OWNER'S SIGNATURE: [Signature]  
08-07-2018  
DATE

APPLICANT'S SIGNATURE:  
DATE
Common Council Regular Meeting I.1.e.

Meeting Date: 09/04/2018
Item Requested By: Omar Smailbegovic, Planner1
Staff Contact: Omar Smailbegovic
Contact Phone Number: 928-668-0575
Type of Agenda Item: Consent, New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):
Not Applicable

AGENDA ITEM:
Consider Approval of a Final Re-plat of Parcel J at Wickenburg Ranch - Steve Boyle, Community Development Director

BACKGROUND INFORMATION:
M3 Builders LLC, is proposing a re-plat of Parcel J of Wickenburg Ranch. The re-plat would adjust 10 lots. The lots lines are to move .05-2 feet due to lot fit issues for the homes that are planned for those lots. Staff review found that the plat meets the Town of Wickenburg's zoning and subdivision code requirements and recommends approval of the plat.

SUGGESTED MOTION:
I move to approve the final re-plat of Parcel J at Wickenburg Ranch.

Attachments
Application
Plat

Form Review
Form Started By: Omar Smailbegovic
Final Approval Date: 08/22/2018 02:16 PM
# Community Development Application

<table>
<thead>
<tr>
<th>Property Owner</th>
<th>Applicant/Agent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> M3 Companies, LLC</td>
<td><strong>Name:</strong> Wickenburg Development Company LLC</td>
</tr>
<tr>
<td><strong>Address:</strong> 4222 E. Camelback Road, Suite H100</td>
<td><strong>Address:</strong> 4222 E. Camelback Road, Suite H100</td>
</tr>
<tr>
<td><strong>City, State, Zip:</strong> Phoenix, AZ 85018</td>
<td><strong>City, State, Zip:</strong> Phoenix, AZ 85018</td>
</tr>
<tr>
<td><strong>Telephone:</strong> 602-385-1655</td>
<td><strong>Telephone:</strong> 602-385-1655</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>

### Application Type
- **Use Permit**
- **Rezone/Pad**
- **Annexation**
- **Variance**
- **Text Amend**

- **Preliminary Plat**
- **Final Plat**
- **Development Review**
- **Tech Review**
- **Code Interpret**

### Request
Re-plat of Wickenburg Ranch Parcel J

### Parcel & Zoning Information
- **APN:** Parcel J Wickenburg Ranch
- **Zoning District:** R1-6 PAD
- **Flood Zone:** Zone X
- **Adjacent Zoning:** Adjacent Land Use:
  - North: R1-6PAD
  - South: Golf Course
  - East: Lake
  - West: R1-6 PAD
- **South:** Parcel G
- **West:** Parcel G & I

### Property Information
- **Site Dimensions:**
- **Density:** 2.94 DU/AC
- **Lot Dimensions**
- **Site Area Net:**
- **Site Area Gross:** 14.7 Acres
- **Minimum:** 48 x 105
- **Maximum:**
- **Number of Units/Lots:** 43
- **Lot Area**
- **Minimum:** 5060
- **Maximum:**
- **Lot Coverage:**

### Utilities
- **Electric:** Arizona Public Service
- **Gas:** N/A
- **Water:** Wickenburg Ranch Water LLC
- **Sewer:** Wickenburg Ranch Wastewater

### For Staff Use Only
- **Meeting Date:**
- **Type of Application:**
- **Date Received:**
- **Application Number:**
- **Fees:**
- **Receipt Number/Date:**

I hereby certify that the information submitted on this application is complete and accurate to the best of my knowledge and that I am the owner and/or authorized agent as stated in this document.

**Owner Signature:**

**Date:** 8/21/18

**Applicant/Agent:**

**Date:** 8/22/18
A REPLY OF THE FINAL PLAT FOR "WICKEBURG RANCH PARCEL 1", RECORDED IN RECEIPT NUMBER 2018-007444, RECORDS OF YAVAPAI COUNTY, SITUATED WITHIN SECTION 17, TOWNSHIP 8 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA.

NOTES:
1. NO CONSTRUCTION OF ANY KIND, INCLUDING TREES, SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EMBANKMENT, EXCEPT UPON A WRITTEN, WRITTEN, OR ORAL AGREEMENT WITH THE WORKING OF THE PUBLIC UTILITIES, AS SHALL BE FURTHER DEFINED IN THE MAXIMUM DISTANCE OF CONSTRUCTION, MAINTENANCE, OR RECONSTRUCTION OF RECOGNITION.
2. ALL BUILDINGS, UTILITIES, OR OTHER ROADWAYS LESS THAN 100 FEET IN OTHER PUBLIC UTILITIES, INCLUDING VRF, FARM LINES, TELEPHONE LINES, ELECTRICAL LINES, OR OTHER UTILITY LINES, SHALL BE USED WITHIN THE PROJECT LIMIT.
3. ALL VARIATIONS OF USES OR UTILITIES MUST BE IN CONFORMITY WITH THE REQUIREMENTS OF THE TOWN OF WICKEBURG RANCH COMMUNITY DEVELOPMENT, INC., INCLUDING THE REQUIRED TOYS, YARD LINES, AND OTHER UTILITY LINES, THEN BE INCLUDED IN THE PROJECT LIMIT.
4. ALL WATER SUPPLIES MUST BE APPROVED BY THE TOWN OF WICKEBURG RANCH COMMUNITY DEVELOPMENT, INC.
5. ALL UTILITY LINES MUST BE IN CONFORMITY WITH THE REQUIREMENTS OF THE TOWN OF WICKEBURG RANCH COMMUNITY DEVELOPMENT, INC.
6. ALL UTILITY LINES MUST BE IN CONFORMITY WITH THE REQUIREMENTS OF THE TOWN OF WICKEBURG RANCH COMMUNITY DEVELOPMENT, INC.
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8. ALL UTILITY LINES MUST BE IN CONFORMITY WITH THE REQUIREMENTS OF THE TOWN OF WICKEBURG RANCH COMMUNITY DEVELOPMENT, INC.
9. ALL UTILITY LINES MUST BE IN CONFORMITY WITH THE REQUIREMENTS OF THE TOWN OF WICKEBURG RANCH COMMUNITY DEVELOPMENT, INC.
10. THE TOWN OF WICKEBURG RANCH APPROVES THIS PLAT FOR CONCEPT ONLY, AND NO LIABILITY FOR ERRORS OR OMISSIONS.

ACCUMULATION OF RECEIPT NUMBER 2018-007444, RECORDS OF YAVAPAI COUNTY, SITUATED WITHIN SECTION 17, TOWNSHIP 8 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA.

BASIS OF BEARING:
HELD NORTH DIRECTION EAST ALONG THE LEFT OF THE 14 1/2 LINE OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 5 WEST, GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, AS SHOWN ON THE LEFT PARCEL REPORT, PLAT OF WICKEBURG RANCH, RECORDS OF YAVAPAI COUNTY, RECORDED 2018-007444.

SHEET INDEX:
SHEET 1-5 OF 4-5 CURVE SHEET INDEX, INDEX MAP AND LEGEND SHEET 1-5 OF 4-5 PLAT INDEX MAP INDEX MAPS INDEX MAP INDEX MAP

NOTES:
- NO CONSTRUCTION OF ANY KIND, INCLUDING TREES, SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EMBANKMENT, EXCEPT UPON A WRITTEN, WRITTEN, OR ORAL AGREEMENT WITH THE WORKING OF THE PUBLIC UTILITIES, AS SHALL BE FURTHER DEFINED IN THE MAXIMUM DISTANCE OF CONSTRUCTION, MAINTENANCE, OR RECONSTRUCTION OF RECOGNITION.
- ALL BUILDINGS, UTILITIES, OR OTHER ROADWAYS LESS THAN 100 FEET IN OTHER PUBLIC UTILITIES, INCLUDING VRF, FARM LINES, TELEPHONE LINES, ELECTRICAL LINES, OR OTHER UTILITY LINES, SHALL BE USED WITHIN THE PROJECT LIMIT.
- ALL VARIATIONS OF USES OR UTILITIES MUST BE IN CONFORMITY WITH THE REQUIREMENTS OF THE TOWN OF WICKEBURG RANCH COMMUNITY DEVELOPMENT, INC.
- ALL UTILITY LINES MUST BE IN CONFORMITY WITH THE REQUIREMENTS OF THE TOWN OF WICKEBURG RANCH COMMUNITY DEVELOPMENT, INC.
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- THE TOWN OF WICKEBURG RANCH APPROVES THIS PLAT FOR CONCEPT ONLY, AND NO LIABILITY FOR ERRORS OR OMISSIONS.
REPLAT
FOR
WICKENBURG RANCH PARCEL 'T'

DETAIL 'A'

AREA 14.712 AC
SHEET 4 OF 5

Scale: 1" = 20'
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Steve Boyle, CDNS Director
Staff Contact: Steve Boyle
Contact Phone Number: 928-668-0512
Type of Agenda Item: Consent, New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):
Not Applicable

AGENDA ITEM:
Consider Approval of a Replat of Lots 124 & 125 at Saddle Ridge West for Phases II & III - Steve Boyle, Community Development Director

BACKGROUND INFORMATION:
The owner of two adjacent lots desires to consolidate the lots into a single larger lot in the Saddle Ridge West neighborhood. The lots consist of approximately 35,936 SF and 43,948 Square Feet. If the lots are permitted to be consolidated, the proposed lot size would be 79,884 square feet. The proposed lot meets all applicable zoning standards. The owner has an existing home built on lot 124 which has frontage on W. Saddleridge Way and with the proposal there lot would be considered a through lot as its rear also faces an existing street. The owner desires to protect the rear from further development and he wants to protect the view shed.

SUGGESTED MOTION:
I move to approve the replat of lots 124 & 125 at Saddle Ridge West Phases II & III.

Attachments
Application
map

Form Review
Form Started By: Steve Boyle
Started On: 08/21/2018 03:28 PM
Lot Consolidation/Split/Adjustment Application

<table>
<thead>
<tr>
<th>Property Owner</th>
<th>Applicant/Agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Pierre L. &amp; Dianne W. Emond</td>
<td>Name:</td>
</tr>
<tr>
<td>Address: 18 Thistle Drive</td>
<td>Address:</td>
</tr>
<tr>
<td>City, State, Zip: Amherst, NH 03031</td>
<td>City, State, Zip:</td>
</tr>
<tr>
<td>Telephone: 603-672-3740</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Email: <a href="mailto:pete.emond@gmail.com">pete.emond@gmail.com</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

Application Type
- [ ] Lot Split
- [ ] Lot Line Adjustment
- [✓] Lot Consolidation

Lot Information
- Current Lot Size: 35,936 SF + 43,948 SF
- Proposed Lot Sizes: sum of #124 & 125
- Splits Proposed: [ ] 2 [ ] 3

Project Location:
- APN: Saddle Ridge West Phases II & III
- Zoning District:
- Flood Zone:
- Adjacent Zoning:
- Adjacent Land Use:
- North: South:
- East: West:
- North:
- South:
- East:
- West:

Required Materials
- Proof of Ownership 305.41.099 & 305.41.09y
- Legal Survey with Property Description
- Proof of Access and Dedication (if applicable)

Staff Use Only

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>Approved Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Number:</td>
<td>Denied Date:</td>
</tr>
<tr>
<td>Fee: $250.00</td>
<td>Letter Sent:</td>
</tr>
<tr>
<td>Receipt Number/Date:</td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify that the information submitted on this application is complete and accurate to the best of my knowledge and that I am the owner and/or authorized agent as stated in this document.

Owner Signature: [Signature]
Date: 3/28/18

Applicant/Agent: [Signature]
Date:
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Dawn Bender, Management Analyst
Staff Contact: Dave Nigh
Contact Phone Number: 928-668-0555
Type of Agenda Item: Includes Resolution, Includes Contract Agreement, New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):

Not Applicable

Effect of Yes or No Votes:
A "yes" vote will award the contract to MicroComm for the SCADA Upgrade Project.

A "no" vote will decline to proceed with the SCADA Upgrade Project at this time.

AGENDA ITEM:
Consider Resolution No. 2168, Approving and Authorizing the Mayor to Execute a Sole Source Contract with MicroComm for the SCADA Upgrade Project - Dave Nigh, Public Services Director

BACKGROUND INFORMATION:
The Town has several water and wastewater sites that are currently monitored by a SCADA (telemetry) system that were constructed by MicroComm. This system monitors any issues at the water and wastewater sites in the field and sends alert messages to the operators.

The FY 2018-2019 approved budget includes $75,000 in funding from the Wastewater Fund to upgrade components at the Wastewater Treatment Plant. Overall, the upgrade will offer improved data communication, system reliability, and data accuracy/signal resolution.

Due to proprietary components at these sites, staff recommends awarding a contract to MicroComm as a sole source provider. Using a different vendor would require a total replacement of the equipment the Town already owns, resulting in a much greater cost.
In addition, staff is very satisfied with the equipment MicroComm supplies as well as their customer service and warranties.

Staff is requesting approval of MicroComm as a sole source provider and awarding a contract in the amount of $68,680.50.

**SUGGESTED MOTION:**
I move to approve Resolution No. 2168, Approving and Authorizing the Mayor to Execute a Sole Source Contract with MicroComm for the SCADA Upgrade Project.

**Fiscal Impact**

<table>
<thead>
<tr>
<th>Total Funding Request:</th>
<th>$68,680.50</th>
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<tbody>
<tr>
<td>Is it Included in the Budget Yes/No:</td>
<td>Yes</td>
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<tr>
<td>Source of Funds/CIP #:</td>
<td>530-90912/CIP #2018-530-22</td>
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<tr>
<td>One-Time Expenditure of Funds Yes/No:</td>
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<tr>
<td>Amount of Annual Expenditure of Funds:</td>
<td>N/A</td>
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<td>Is Quote/Bid Information Included Yes/No:</td>
<td>Yes</td>
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</tbody>
</table>

**Attachments**

- Resolution 2168
- MicroComm Contract
- Exhibit A MicroComm Proposal

**Form Review**

Form Started By: Dawn Bender  
Started On: 08/22/2018 11:06 AM  
Final Approval Date: 08/27/2018
RESOLUTION NO. 2168

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SOLE SOURCE CONTRACT WITH MICROCOMM FOR THE SCADA UPGRADE PROJECT

WHEREAS, the Wickenburg Town Code, Section 4-4-8 [c] Quotation or Bid Requirements, allows for a purchase from a sole source supplier of goods and services without receiving quotations or competitive bids; and

WHEREAS, a separate bidding process is not likely to result in a lower price for services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, AS FOLLOWS:

SECTION 1. Approve a sole source contract with MicroComm for SCADA Upgrades, identified in Town records as Contract No. 18-45 and filed in the Town Clerk’s Office, and authorize the Mayor to execute the contract.

SECTION 2. Authorize the expenditure of funds in the amount of $68,680.50.

SECTION 3. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.


APPROVED this 4th day of September 2018.

Everett Sickles, Mayor
ATTEST:

____________________________________
Amy Brown
Town Clerk

APPROVED AS TO FORM:

______________________________
Trish Stuhan, Town Attorney
Gust Rosenfeld, PLC

CERTIFICATION

I, Amy Brown, Town Clerk, HEREBY CERTIFY that the foregoing Resolution No. 2168 was duly passed and adopted by the Common Council of the Town of Wickenburg, Arizona, at a regular meeting held on the 4th day of September 2018 and that a quorum was present at the meeting.

______________________________
Amy Brown
Town Clerk
AGREEMENT FOR SERVICES
Contract No. _________

THIS Agreement is entered into as of this 4th day of September, 2018, by and between the Town of Wickenburg, Arizona, a municipal corporation, hereinafter referred to as the “Town” and MicroComm, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing SCADA System Improvement services for the Town of Wickenburg, the Town and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, the Town engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by the Town, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate ____________________ as his Contractor Representative and all communications shall be directed to him.

1.3.5 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of the Town.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall coordinate its activities with the Town’s Representative and submit its reports to the Town’s Representative.
1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the Contractor by placing at his disposal all available information concerning the Services. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project.

1.4.2 Town designates Matt Egan as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 CONTRACT TERM.

1.5.1 This Contract commences on September 4, 2018 and terminates on June 30, 2019.

1.5.2 The Schedule of Services is set forth in Exhibit A. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit A and shall not exceed $68,680.50.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit A. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3 The Contractor shall provide to Town its completed W-9 Form prior to receipt of any Compensation.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. The Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit C. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within
thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Town except as provided herein, nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town’s option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor’s insurance shall be primary insurance as respects performance of subject contract and in the protection of the Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
4.7 **Waiver.** All policies, including Workers’ Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 **Policy Deductibles and or Self Insured Retentions.** The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 **Use of Subcontractors.** If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 **Evidence of Insurance.** Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor’s Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage’s, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor’s responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

b. Auto Liability-Under ISO Form CA 20 48 or equivalent.

c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor’s insurance shall be primary insurance as respects performance of this Agreement.
4.10.3 All policies, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain “occurrence” from Commercial Liability Insurance with a policy limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance policy limit of $1,000,000 each claims and $2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “I” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of
this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.4 Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor’s subcontractors related to the Services in the performance of this Agreement. Contractor’s duty to defend, hold harmless and indemnify the town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor’s acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor’s subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including the Town. Such indemnity does not extend to the Town’s negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. The Town may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for the Town’s convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by the Town to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, the Town shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.
7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Documents and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Town’s sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys’ fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties’ intention that the Contractor will be an independent contractor and not Town’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers’ Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Town, and Town will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor’s Waiver of Workers’ Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify
program. If Contractor uses any subcontractors in performance of the Work, 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 Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or 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). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is 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.

7.7 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.8 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN: CONTRACTOR:

Town Manager MicroComm
Town of Wickenburg 15895 S. Pflumm Rd.
155 N. Tegner, Suite A Olathe, KS 66062-8502
Wickenburg, Arizona 85390

The address may be changed from time to time by either party by serving notices as provided above.

7.9 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. The Town may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable
suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto.

11. OPTIONAL BONDS. – N/A

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement as of the date first written.

TOWN OF WICKENBURG

By: _______________________________
    Everett Sickles, Mayor

ATTEST:

By: _______________________________
    Amy Brown, Town Clerk

APPROVED AS TO FORM:

By: _______________________________
    Trish Stuhan, Town Attorney
    Gust Rosenfeld, PLC
CONTRACTOR

By: _________________________________
It's: ______________________

EXHIBIT B
CONTRACTOR’S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:
EXHIBIT C
CHANGE ORDER

CHANGE ORDER NO.

Distribution: TOWN [ ]
CONTRACTOR [ ]
OTHER [ ]

PROJECT: ______________ DATE: __________
OWNER: Town of Wickenburg, Arizona
CONTRACTOR: __________________
AGREEMENT DATED: __________________

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was ________________________________

Net change by previously authorized Change Orders________________________

The compensation prior to this Change Order was __________________________

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by ______________________

ACCEPTANCE STATUS:

Contractor __________________ Town of Wickenburg __________________
By ___________________ By ___________________
Date _________________ Date ________________
Date: August 9, 2018
Project: Town of Wickenburg, SCADA Improvements
Water Plant Panel Modifications - Replacement of Existing PLC
Estimator(s): Jay Fromholtz, Sales and Marketing Manager
Sales Representative: Kevin Cates; Applied Hydro Sales, Inc.

NOTES:
1. This proposal includes modifications to the existing non-functional PLC panel. Micro-Comm is proposing to replace the existing PLC with an Allen Bradley (AB) CompactLogix PLC. The new AB-PLC will interface with the existing Micro-Comm CTU, via ethernet cabling.

2. This proposal includes software programming and wiring to interface to the existing terminal blocks/wiring internal to the existing PLC enclosure. All wiring external to the PLC enclosure will need to be supplied by others. Micro-Comm can provide guidance and assistance to external wiring and terminations.

3. This proposal includes (2) Onsite Project Management Start-up/PLC Replacement visits.

TERMS:
1. Payment terms are net 30 days from date of shipment.
1a. Two week notice and full payment (less retainage) are required for startup of equipment.
1b. Proposal will be good for 60 days.

2. 10% Retainage is not to exceed 6 months from date of owner's acceptance of the control system.

3. Software design and implementation will be complete 90 days from receipt of approved Purchase Order/Proposal.

4. External panel wiring and conduit outside the proposed Micro-Comm scope of supply, is not included.

Accepted By: ___________________________ Purchase Order Number: _______________
Date: _________________________________ Total Amount: $68,680.50
Proposed Scope of Supply:

(1) Required Allen Bradley PLC Replacement Hardware
Micro-Comm will replace the existing PLC with an Allen Bradley CompactLogix PLC. All modifications performed internal of the existing panel to be supplied by Micro-Comm.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24Vdc Switcher Power Supply</td>
</tr>
<tr>
<td>1</td>
<td>UPS</td>
</tr>
<tr>
<td>1</td>
<td>Ethernet Switch 8 Port 10/100Base TX</td>
</tr>
</tbody>
</table>

Allen-Bradley 1769 Series CompactLogix materials:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L33ER Ethernet Processor</td>
</tr>
<tr>
<td>1</td>
<td>PA4 120VAC Power Supply</td>
</tr>
<tr>
<td>1</td>
<td>ECR End Cap</td>
</tr>
<tr>
<td>3</td>
<td>IQ32 32 Point Input Card (24 VDC)</td>
</tr>
<tr>
<td>2</td>
<td>OW8I 8 Point Output Card (Isolated Relay)</td>
</tr>
<tr>
<td>1</td>
<td>IF8 8 Channel Analog Input Cards</td>
</tr>
<tr>
<td>1</td>
<td>OF4CI 4 Analog Output Card (0-20mA)</td>
</tr>
</tbody>
</table>

(1) Micro-Comm Project Management Labor (including travel expenses)
Micro-Comm has estimated the amount of time required for project management, including programming time, testing time, field time and required travel expenses.

Qty Description

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Allen Bradley ControlLogix PLC Programming Labor</td>
</tr>
<tr>
<td>1</td>
<td>Micro-Comm CTU-PLC &amp; SCADAviewCSX Programming Labor</td>
</tr>
<tr>
<td>1</td>
<td>Required Field Labor</td>
</tr>
<tr>
<td>1</td>
<td>Required Coordination and Planning Labor</td>
</tr>
<tr>
<td>1</td>
<td>Required Support/Start-up/Training Labor</td>
</tr>
<tr>
<td>2</td>
<td>Onsite trip (Travel expenses, meals, lodging, etc.)</td>
</tr>
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</table>

(1) Miscellaneous Items to Include:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Engineering and Design</td>
</tr>
<tr>
<td>6</td>
<td>Operation and Maintenance Manuals per Specifications</td>
</tr>
<tr>
<td>1</td>
<td>Customer Training</td>
</tr>
</tbody>
</table>

Total Project Price: $68,680.50
(Price includes 8.5% Sales Tax)
Common Council Regular Meeting  
Meeting Date: 09/04/2018  
Item Requested By: Rosa Garcia-Marquez, Court Clerk  
Staff Contact: Rosa Garcia-Marquez  
Contact Phone Number: 928-668-0527  
Type of Agenda Item: Consent, New Business  

STRATEGIC PLAN  
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):  
Not Applicable  

Effect of Yes or No Votes:  
A "yes" vote will allow the court recording system (Liberty Court Recorder), to be updated to the latest version, provided by JCG Technologies.  
A "no" vote will keep the court from having an updated version, increasing the risk of having issues arise - with little to no technical support.  

AGENDA ITEM:  
Consider Authorizing the Expenditure of an amount not to exceed $1,000.00 from the Local Court Enhancement Fund Contingency to Purchase the JCG Support Services Renewal Packet for the Court Liberty Recorder - Rosa Garcia-Marquez, Court Administrator  

BACKGROUND INFORMATION:  
The Town Court is required to follow the requirements that are set by Statute, Rules of Procedure and the Code of Judicial Administration--as set by the Supreme Court pursuant to the Constitution of Arizona. The Code of Judicial Administration is a compilation of these policies and procedures for the administration of all Arizona courts. Chapter 26: Records Section 1-602: Digital Recording of Court Proceedings, governs the requirement of having an updated and working, digital-recording system to record all proceedings in the courtroom.  
The court has had this system for at least 9 years and it was renewed every year other year since 2012. This item was inadvertently missed in the Court's department budget, however funding is available in the Local Court Enhancement Fund. The funds are for the renewal of the
service packet, which includes the upgrade and technical support for court staff - for this specific program only. The Court will not incur additional cost to install since the Court Administrator or one of the Clerks can run the upgrade on the computer.

The last time the system was updated, was in 2014. Currently it has little to no issues, and it's four years overdue for an updated version. The Court Administrator was reminded that this is overdue by one of the Auditors in the recent Court Operational Review, who requested the proof that is was up-to-date.

The Local Court Enhancement Fund is a restricted fund that may only be used for items which benefit Court programs or enhance technological operation and security capabilities. This account is made up of a small percent of every fine paid.

At this time staff is requesting to use the Local Court Enhancement Fund contingency to cover this unbudgeted expense.

**SUGGESTED MOTION:**
I move to approve the expenditure of an amount not to exceed $1,000.00, from the Local Court Enhancement Fund Contingency to Purchase the JCG Support Services Renewal Packet for the Court Liberty Recorder.

**Fiscal Impact**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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<tbody>
<tr>
<td>Total Funding Request:</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Is it Included in the Budget Yes/No:</td>
<td>No</td>
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<tr>
<td>Source of Funds/CIP #:</td>
<td>418-418-125-95100</td>
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<tr>
<td>One-Time Expenditure of Funds Yes/No:</td>
<td>Yes</td>
</tr>
<tr>
<td>Amount of Annual Expenditure of Funds:</td>
<td>$1,000.00</td>
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<tr>
<td>Is Quote/Bid Information Included Yes/No:</td>
<td>Invoice</td>
</tr>
</tbody>
</table>

**Attachments**

- Code of Judicial Administration
- Support Package List
- Invoice from JCG

**Form Review**

Form Started By: Rosa Garcia-Marquez
Started On: 08/15/2018 04:09 PM
Final Approval Date: 08/27/2018
ARIZONA CODE OF JUDICIAL ADMINISTRATION  
Part 1: Judicial Branch Administration  
Chapter 6: Records  
Section 1-602: Digital Recording of Court Proceedings

A. Definitions. In this section, unless otherwise specified, the following definitions apply:

“Backward compatible” means that software can use files and data created with an older version of the same software program. Hardware is backward compatible if it can run the same software as the previous model.

“Confidence monitoring” means listening to the electronic verbatim recording from the storage medium in real time by use of headphones or other device to ensure the system is operating properly.

“Migration” means the process of upgrading to new technologies while preserving accessibility to existing records. It also means the process of moving electronic data from one storage device or media to another.

“Refresh” means the copying of a recording or a whole storage medium for the purpose of preserving or enhancing the quality of the recording.

“System check” means a test recording made to confirm that all components of the recording and playback system are functioning properly.

B. Purpose. Digital recording in the courtroom, whether audio or video, shall meet the required standards listed below when created as the official record of a court proceeding. In addition to setting minimum standards for digital recordings, this section also contains storage requirements for electronically-maintained court reporters’ notes and recommendations intended to guide electronic recording operations. This section is not intended to mandate digital recording in the court.

C. Technical Requirements.

1. Equipment.

   a. Courts shall comply with the accessibility, migration, storage, and retention requirements contained in ACJA § 1-504(F)&(G) when procuring and using digital recording equipment.

   b. The recording system shall use equipment having industry standard connections.

   c. Peripheral devices used for transcription (e.g. foot pedals) shall connect with the system using standard interfaces.
d. Toggling mute buttons shall not be used on microphones. Microphones that mute only when a button is depressed are allowed. Microphones that visually indicate when they are on and off are recommended to increase the likelihood that confidential communications are not recorded unintentionally.

e. The recording system shall be capable of confidence monitoring.

2. Annotation.

a. The recording system shall include an interface that allows the user to create an index of the proceeding being recorded, for use in identifying a desired portion of the hearing.

b. The index may link the verbatim audio record of a proceeding with another internal court management system.

c. The recording system shall provide a search function to allow searching of a recording’s annotations.

3. Playback.

a. The recording system shall allow for channel isolation to aid in the identification of different parties for transcription purposes.

b. The recording system shall include tools to allow users to clip portions of a proceeding to accommodate partial record requests on CD.

c. The recording system shall allow for playback of recordings in the courtroom while simultaneously recording courtroom events.

d. The recording system shall produce an audio or video record that can be placed on a standard CD-R with no licensing restrictions for playback, including no licensing restrictions on playback software.

e. The system shall provide the ability to save files to an industry standard format such as AVI, MPG, or WAV playable by non-proprietary readers.

4. Storage and Backup of Recordings. Recordings shall have a file size/compression rate to allow approximately six hours of recording to fit on a single CD or other non-rewriteable optical media.

D. Operational Requirements.

1. Procurement.

a. The court shall obtain a minimum one year warranty on all recording systems and related equipment as part of the installation services.
b. The court shall obtain a minimum of both staff training and train-the-trainer training as part of the installation services.

2. Operation of Equipment.
   a. Staff operating the recording system shall be adequately trained to proficiently operate the system.
   
b. A system check shall be made sufficiently in advance of court proceedings to assure proper operation of electronic recording equipment each day. The court shall establish a procedure for employees to follow in the event of an equipment malfunction. A system check shall also be performed prior to conducting the initial proceeding following any loss of power or recording system shutdown.
   
c. Courts shall establish policies addressing when recording systems are to be turned on and off consistent with judicial necessity.
   
d. Courts shall assign one or more staff members to act as the point-of-contact for operational and repair issues. The point-of-contact staff person shall be trained in operating the equipment, as specified in subsection (E)(2), and in procedures to be followed in resolving operational issues, including contacting vendors.

3. Security. The court shall establish procedures to limit access to recordings of sealed and confidential matters, such as use of appropriate labeling or segregating recordings of non-public hearings.

   
a. When no certified court reporter is present in a court proceeding, the electronic recording shall be the official record, except as provided by Supreme Court Rule 123(d)(4), and any transcript thereof shall be prepared in accordance with Section 5 below.
   
b. When a certified reporter records a proceeding in superior court that is simultaneously recorded by electronic recording equipment, the court reporter’s record shall be the official record.
   
c. When a certified reporter records a proceeding in a limited jurisdiction court that is simultaneously recorded by electronic recording equipment, the judicial officer shall determine which recording is the official record, and the judicial officer’s decision shall be noted on the record.

5. Transcription.
   
a. Official transcripts of court proceedings prepared from electronic recordings shall comply with the Arizona Manual of Transcript Procedures and shall be
produced by either a certified reporter, a court employee or a transcriber under contract with a court.

b. The court shall establish procedures to ensure that authorized transcribers notify the court when they encounter poor-quality recordings, and that these reports are investigated and any problems remedied.

c. Courts shall assign an individual to act as a transcript coordinator to ensure timely provision of electronic recordings of proceedings to authorized transcribers, as defined in Supreme Court Rule 30, when required for appellate proceedings. The coordinator and authorized transcribers should be familiar with the rules and practices involved in transmitting the verbatim record to the appellate court.

6. Records Management.

a. Courts shall identify equipment and establish procedures necessary for archiving and managing electronic records of court proceedings, for ensuring the timely production of transcripts required for appellate proceedings, and for providing public access to the records in compliance with Rule 123, Rules of the Supreme Court and ACJA §§ 1-504 and -506.

b. Courts shall preserve electronic notes of proceedings generated by court reporters in a generic format that will permit them to be interpreted by other reporters in the event the author is not available to prepare a transcript. For example, the translated version of the notes may be stored in a “.pdf” format accompanied by an electronic copy of the author’s personal dictionary.

c. Courts shall conduct an annual review of the readability of digital recordings and migrate recordings to a non-proprietary format as necessary to ensure access throughout the applicable retention period.

d. Courts shall ensure continued accessibility via a planned migration path so devices, media, and technologies used to store and retrieve official verbatim recordings are not allowed to become obsolete and are promptly replaced or upgraded.

e. Courts shall ensure that any new equipment or software replacing that used in an existing digital recording system is backward compatible and shall obtain a vendor certification that the system will convert 100 percent of the audio or audio/video and index data to the new system so access to existing official records is never impeded.

f. Courts shall periodically refresh audio files in order to ensure their accessibility for as long as the applicable records retention schedule requires. These procedures may require recopying of files to new media.
7. **Storage and Backup of Recordings.**

   a. Backup shall be performed at least daily, and periodically reviewed for continuing viability as required by subsection (D)(6).

   b. Retention of electronic recordings shall be in compliance with applicable records retention schedules.

**E. Recommended Practices.** This subsection identifies best practices in procuring and operating digital recording systems.

1. **Procurement.** The court should procure only from vendors who possess necessary state contractor licenses required to perform the work of installing the electronic recording systems in courtrooms.

2. **Operation of Equipment.**

   a. An alternative recording system should be available for use in the case of primary equipment failure.

   b. To the extent possible, courts should have properly trained personnel dedicated to the operation of electronic recording equipment. Training should be tailored to the specific needs of the recording system and court operations. Training should include but not be limited to the following:

      - Storing and copying of records including partial records.
      - Special handling of sealed or confidential hearings.
      - Creation and retrieval of annotation files.
      - Troubleshooting of equipment and recording quality as appropriate for the system, vendor, and the resources of the courts.
      - Creating backups of files.
      - Playing back a recording.
      - Confidence monitoring while a recording is being made.
      - Adjusting microphone volume.
      - Microphone operations, including muting techniques.

3. **Public Access Fees.** Courts may charge reasonable fees for copies of audio or video recordings of court proceedings, consistent with the requirements of Rule 123, Rules of the Supreme Court. The court may waive or defer such fees as it deems appropriate or where law requires such waiver or deferral.

4. **Storage and Backup of Recordings.**

   a. Where possible, an additional backup should be made for offsite storage purposes.
b. Simultaneous storage to multiple devices is recommended, for example, recording to the local computer in the courtroom and simultaneously storing to a remote server. Simultaneous storage is not a substitute for the requirement for daily backup described in subsection (D)(7).

c. Each recording should be annotated with the case number or numbers of the individual sessions included in the recording to allow the desired point in the recording to be referenced by a case management system or electronic docket.

d. Caution should be exercised when labeling recordings stored on a CD or DVD to ensure the labeling method employed will not expose the disc to damaging ink or adhesive-borne solvents and will not impair the disc’s balance during playback. The label should identify the hearing date, location, and hearing officer.

F. Periodic Review. Due to the changing nature of technology, these standards shall be reviewed periodically by the Commission on Technology to identify areas requiring updating or revision.

2018 JCG Support Services Package – Renewal

The JCG Support Services Package Renewal is a 12-month renewal of the JCG Technical Support Package that you purchased at the time of your initial installation and training.

The JCG Support Services Package Renewal includes the following:

- Free software update/upgrade to latest version, at time of receipt of SSP Renewal Payment.
- Unlimited calls (operational and technical) from 8am to 5pm AZ MST, excluding JCG holidays and weekends. (Please direct calls to Peter Chave, JCG Manager of Customer Support, Direct Mobile Line: (602) 758-1067.)
- Electronic logging of issues and questions (email & Web) 24 hours per day.
- On-line access to all released Technical Support memos.
- On-line access to product documentation.
- Software fixes via electronic download.
- Any replacement hardware needed is sold at a discounted price.

The JCG Support Services Package is a support services package. All JCG supplied software products installed at the site are eligible for technical support.

All products must be registered with JCG to be eligible for support.

Please do not hesitate to contact me if you have any questions or require any additional information.

Best Regards,

Mary Jo Schmenk

Mary Jo Schmenk
Vice-President
Direct Line: 480 391-1706
E-mail: mjschmenk@jcgtechnologies.com
**Invoice**

9941 E. Mission Lane  
Scottsdale, AZ 85258-5634  
PH: 480 661-5629

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**BILL TO**  
Wickenburg Town Court  
155 N. Tegner Street  
Suite B  
Wickenburg, Arizona 85390  
Attn: Accounts Payable

**SHIP TO**  
Wickenburg Town Court  
155 N. Tegner Street, Suite B  
Wickenburg, Arizona 85390  
Attn: Rosa Garcia-Marquez  
PH: 928 668-0527

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<td>Told her that $LCR v7.7 is now available with her renewal.</td>
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Please remit one copy with your prompt payment. Thank you! Mary Jo

**Total**  
$809.63
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Tarah Mayerhofer, Human Resources
Staff Contact: Tarah Mayerhofer
Contact Phone Number: 9286680508
Type of Agenda Item: Consent, Includes Resolution, New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):
Not Applicable

AGENDA ITEM:
Consider Resolution 2169, Amending the Town of Wickenburg Insurance Requirements for General Liability by adding that the Vendor's Policy must be Primary and Non-Contributory and Waive Subrogation - Tarah Mayerhofer, HR and Risk Manager

BACKGROUND INFORMATION:
The current insurance requirements for general liability do not require the vendors to have the vendor's policy be primary and noncontributory and waive subrogation. The new language will be: The Town of Wickenburg shall be named as an additional insured, and vendor’s policy must be primary and noncontributory and waive subrogation. Appropriate endorsements shall be submitted by Vendor.

By adding the additional language to the Town of Wickenburg's Insurance Requirements it will require all vendors who are completing work on the Town of Wickenburg property and on behalf of the Town of Wickenburg to meet these additional requirements, covering the Town of Wickenburg and third parties.

All appropriate contracts will be updated with the additional language.

SUGGESTED MOTION:
I move to approve Resolution No. 2169 amending the Town of Wickenburg's insurance requirements.
Resolution 2169
TOW Insurance Requirements

Form Review
Form Started By: Tarah Mayerhofer
Final Approval Date: 08/27/2018

Started On: 08/22/2018 01:13 PM
RESOLUTION NO. 2169

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, MARICOPA COUNTY, AMENDING THE TOWN OF WICKENBURG INSURANCE REQUIREMENTS FOR GENERAL LIABILITY BY ADDING THAT THE VENDOR’S POLICY MUST BE PRIMARY AND NONCONTRIBUTORY AND WAIVE SUBROGATION

WHEREAS, Code Town, Article 4-4 Purchasing, Section 4-4-8 Quotation or Bid Requirements, § (G), authorizes the Town to set insurance requirements for all businesses performing services on town-owned property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, AS FOLLOWS:

SECTION 1. Approve the insurance coverage requirements, outlined in Exhibit “A” for all businesses performing services on town-owned property.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.


APPROVED this 4th day of September 2018.

______________________________
Everett Sickles, Mayor

ATTEST:

______________________________
Amy Brown, Town Clerk
APPROVED AS TO FORM:

__________________________
Trish Stuhan, Town Attorney
Gust Rosenfeld, PLC

CERTIFICATION

I, Amy Brown, Town Clerk, HEREBY CERTIFY that the foregoing Resolution No. 2169 was duly passed and adopted by the Common Council of the Town of Wickenburg, Arizona, at a regular meeting held on the 4th day of September 2018 and that a quorum was present at the meeting.

__________________________
Amy Brown
Town Clerk
Exhibit “A”

Town of Wickenburg

Insurance Requirements

Insurer Qualifications. Without limiting any obligations or liabilities of the Vendor, the Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of services at the Town’s option.

No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the Vendor. The Town reserves the right to review any and all of the insurance policies and/or endorsements but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of work for the Town of Wickenburg.

Insurance Requirements. Vendor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants. The Town in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work by the Vendor, its agents, representatives, employees or subcontractors, and Vendor is free to purchase additional insurance. If the Town Manager determines that the nature of the work poses extra risk, he may require greater insurance coverage. For example, contracts over $100,000 in value will require $3,000,000 general aggregate for the general liability.

Minimum Scope and Limits of Insurance. Vendor shall provide coverage as required by the Town’s Risk Manager with limits of liability not less than those stated below. The Town’s Risk Manager shall determine the required coverage for each project or vendor.

1. Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage. The Town of Wickenburg shall be names as an additional insured, and
vendor’s policy must be primary and noncontributory and waive subrogation. Appropriate endorsements shall be submitted by Vendor.

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<tr>
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<td>Each Occurrence</td>
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The policy shall be endorsed to include the following additional insured language: “The Town of Wickenburg, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Vendor”.

2. **Business Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of service to the Town of Wickenburg.

   Combined Single Limit (CSL) $1,000,000

   The policy shall be endorsed to include the following additional insured language: “The Town of Wickenburg, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Vendor, involving automobiles owned, leased, hired or borrowed by the Vendor”.

3. **Worker's Compensation and Employers' Liability.**

   Workers’ Compensation Statutory Employers’ Liability
   Each Accident $100,000
   Disease – Each Employee $100,000
   Disease – Policy Limit $500,000

4. **Professional Liability (Errors and Omissions Liability).**

   Each Claim $1,000,000
   Annual Aggregate $2,000,000

   a. In the event that the professional liability insurance required is written on a “claims made” basis, Vendor warrants that any retroactive date under the policy shall precede any work; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work is completed and accepted.
b. The policy shall cover professional misconduct or lack of ordinary skill for those positions provided.

Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

The Town of Wickenburg, its departments, agencies, boards, commissions, officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Vendor, even if those limits of liability are in excess of those required. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions.

Notice of Cancellation. Each insurance policy required shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given from the Vendor to the Town. Such notice shall be sent directly to the Town Risk Manager.

Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-. The Town in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

Verification of Coverage. Vendor shall furnish the Town with a declarations page of the liability insurance policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied.

All certificates and endorsements are to be received and approved by the Town's Risk Manager before work commences. Each insurance policy required must be in effect at or prior to commencement of work and remain in effect for the duration of the project. Failure to maintain the insurance policies or to provide evidence of renewal is a material breach of contract.

All certificates shall be sent directly to the Town's Risk Manager. The Town project/contract number, if applicable, and project description shall be noted on the certificate of insurance. The Town reserves the right to require complete, certified copies of all insurance policies at any time.

Subcontractors. Vendors' certificate(s) shall include all subcontractors as insureds under its policies or Vendor shall furnish to the Town separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
Approval. Any modification or variation from the *insurance requirements* shall be made by the Town Manager, whose decision shall be final. Such action will not require a formal Council action, but may be made by administrative action.

Certificate Holder. The Town of Wickenburg needs to be listed as the certificate holder at the following address:

Town of Wickenburg  
Attention: Risk Manager  
155 N. Tegner Street, Suite A  
Wickenburg, AZ 85390
Insurer Qualifications. Without limiting any obligations or liabilities of the Vendor, the Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of services at the Town’s option.

No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the Vendor. The Town reserves the right to review any and all of the insurance policies and/or endorsements but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of work for the Town of Wickenburg.

Insurance Requirements. Vendor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants. The Town in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work by the Vendor, its agents, representatives, employees or subcontractors, and Vendor is free to purchase additional insurance. If the Town Manager determines that the nature of the work poses extra risk, he may require greater insurance coverage. For example, contracts over $100,000 in value will require $3,000,000 general aggregate for the general liability.

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Town of Wickenburg Insurance Requirements

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   b. The policy shall cover professional misconduct or lack of ordinary skill for those positions provided.

Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

The Town of Wickenburg, its departments, agencies, boards, commissions, officers, officials, agents, and employees wherever additional insured status is
Town of Wickenburg Insurance Requirements

required. Such additional insured shall be covered to the full limits of liability purchased by the Vendor, even if those limits of liability are in excess of those required. The Vendor’s insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions.

Notice of Cancellation. Each insurance policy required shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given from the Vendor to the Town. Such notice shall be sent directly to the Town Risk Manager.

Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A-. The Town in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

Verification of Coverage. Vendor shall furnish the Town with a declarations page of the liability insurance policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied.

All certificates and endorsements are to be received and approved by the Town’s Risk Manager before work commences. Each insurance policy required must be in effect at or prior to commencement of work and remain in effect for the duration of the project. Failure to maintain the insurance policies or to provide evidence of renewal is a material breach of contract.

All certificates shall be sent directly to the Town’s Risk Manager. The Town project/contract number, if applicable, and project description shall be noted on the certificate of insurance. The Town reserves the right to require complete, certified copies of all insurance policies at any time.

Subcontractors. Vendors’ certificate(s) shall include all subcontractors as insureds under its policies or Vendor shall furnish to the Town separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval. Any modification or variation from the insurance requirements shall be made by the Town Manager, whose decision shall be final. Such action will not require a formal Council action, but may be made by administrative action.

Certificate Holder. The Town of Wickenburg needs to be listed as the certificate holder at the following address:

Town of Wickenburg
Attention: Risk Manager
155 N. Tegner Street, Suite A
Wickenburg, AZ 85390
AGENDA ITEM:
Consider Resolution No. 2170, Approving and Authorizing the Mayor to Execute a Joint Project Agreement with the State of Arizona Department of Transportation, Wickenburg Development Co., LLC and WR 667, LLC - Vince Lorefice, Town Manager

BACKGROUND INFORMATION:
Please find a Joint Project Agreement (JPA) with the Town of Wickenburg, State of Arizona Department of Transportation, Wickenburg Development Co., LLC and WR 667, LLC. This is the agreement with ADOT for Wickenburg Ranch to put in money for the building of the roundabouts. The only involvement of the Town is that if the payments are not made to ADOT in a timely manner then the Town will stop issuing building permits until the payment is made. ADOT must request the reports from the Town and track the sale of homes to know when this payment is to be made to ADOT.

SUGGESTED MOTION:
I move to approve Resolution No. 2170 approving the Joint Project Agreement with the State of Arizona Department of Transportation, Wickenburg Development Co., LLC and WR 667, LLC.
Form Review

Form Started By: Amy Brown
Final Approval Date: 08/28/2018

Started On: 07/03/2018 03:48 PM
RESOLUTION NO. 2170

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A JOINT PROJECT AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION, WICKENBURG DEVELOPMENT CO., LLC AND WR 667, LLC

WHEREAS, THIS INTERGOVERNMENTAL AGREEMENT is entered into pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, AS FOLLOWS:

SECTION 1. Approve the Joint Project Agreement (JPA) with the State of Arizona Department of Transportation, Wickenburg Development Co., LLC and WR 667, LLC, and authorize the Mayor to execute the agreement, identified in Town records as Contract No. 18-46 and filed in the Town Clerk’s Office.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.


APPROVED this 4th day of September, 2018.

________________________________________
Everett Sickles, Mayor

ATTEST:

________________________________________
Amy Brown, Town Clerk
APPROVED AS TO FORM:

______________________________
Trish Stuhan, Town Attorney
Gust Rosenfeld PLC

CERTIFICATION

I, Amy Brown, Town Clerk, HEREBY CERTIFY that the foregoing Resolution Number 2170 was duly passed and adopted by the Common Council of the Town of Wickenburg, Arizona, at a regular meeting held on the day of September 4, 2018, 2016 and that a quorum was present at the meeting.

______________________________
Amy Brown
Town Clerk
ADOT CAR No.: JPA 16-0005960-I
AG Contract No.: P001 2017 000556
Project: Gap Project
Section: US 93 and SR 89
ADOT Project A No.: F0125 01D/01C
ADOT Project B No.: F0031 01D/01C
CFDA No.: 20.205 – Highway Planning and Construction
Budget Source Item No.: N/A

JOINT PROJECT AGREEMENT
AMONG
THE STATE OF ARIZONA
AND
THE TOWN OF WICKENBURG
AND
WICKENBURG DEVELOPMENT CO., LLC
AND
WR 667, LLC

THIS AGREEMENT (the “Agreement”) is entered into this ______ day of ____________, 2018 among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, as applicable (the “State/ADOT”), the TOWN OF WICKENBURG, acting by and through its Mayor and Council (the “Town”), WICKENBURG DEVELOPMENT CO., LLC, acting by and through its duly authorized Manager (“Wickenburg Ranch Development”), and WR 667, LLC, acting by and through its duly authorized Manager (“667 Development”). The State/ADOT, Town, Wickenburg Ranch Development, and 667 Development are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by Arizona Revised Statutes §§ 28-401 and 28-408 to enter into this Agreement and has delegated to ADOT the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes §11-952 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the Town.

3. The Wickenburg Ranch Development is authorized to enter into this Agreement and has authorized its undersigned Manager to execute this Agreement on behalf of Wickenburg Ranch Developer and the Wickenburg Ranch Development.

4. The 667 Development is authorized to enter into this Agreement and has authorized its undersigned Manager to execute this Agreement on behalf of the 667 Development.
THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. DEFINITIONS


“667 Development” means an approximate 667 acre parcel of undeveloped land zoned for a master-planned development consisting of 1,095 single-family detached housing units, 324 multi-family housing units, 490 recreational vehicle park units, 17 acres of resort and recreation uses, and 57 acres of commercial land uses located on the southwest side of US Highway 93 (US 93) near the intersection of US 93 and State Route 89 (SR 89) in the Town of Wickenburg in Yavapai County, Arizona.

“Blanket Permit” means a State/ADOT issued encroachment permit allowing Wickenburg Ranch Development, 667 Development and/or the Town to perform only routine/minor maintenance and emergency maintenance and repair work within the State/ADOT's rights-of-way. No new construction or installation shall be permitted under this permit.

“Connector Road” means a two-lane Connector Road ultimately connecting Matthie Ranch Road with a similar two-lane road to be built by third parties, the Town or the State/ADOT, planned to abut the south end of the 667 Development property. This Connector Road and the functionally equivalent internal roadway alignment over the 667 Development property is undetermined at this time.

“Gap Project” means the widening of US 93 to a four-lane highway between MP193.13 to MP198.35. The Gap Project has been divided into two components, Project A and Project B.

“Non-Standard State Items” means any materials or equipment that are not consistent with or do not meet the existing State/ADOT Standards.

“Parties” means the State/ADOT, Wickenburg Ranch Development, 667 Development and the Town, collectively.

“Party” means the State/ADOT, Wickenburg Ranch Development, 667 Development or the Town, individually as the case may be.

“Project A” means the widening by the State/ADOT of US 93 to a four-lane highway from MP193.13 to 194.23 which includes constructing a new two-lane roundabout at US 93 and SR 89 at MP193.44 as depicted on Exhibit A attached hereto (the “SR 89/US 93 Roundabout”).

“Project B” means the widening by the State/ADOT of US 93 to a four-lane highway from MP194.23 to MP198.35 as depicted on Exhibit A attached hereto.

“SR 89/Merv Griffin Roundabout” means a future single-lane roundabout to be located at SR 89 and Merv Griffin Way at MP259.7, to be designed, funded and constructed as a future project unrelated to Projects A and B, by the Wickenburg Ranch Development to provide the Wickenburg Ranch Development a secondary ingress and egress for the Wickenburg Ranch Development off SR 89.
adjoining Wickenburg Ranch Way. Approval for the design and construction of this project will be through the ADOT Northwest District permit process.

“State Standards” means the existing Arizona Department of Transportation (ADOT) guidelines, specifications, policies, rules and regulations as of the date of this Agreement for the construction and maintenance of ramps, highways, landscaping, fencing and enclosure structures, drainage and flow structures and other related ADOT features. These standards will be used unless otherwise agreed to by the Parties to this Agreement.

“SB US 93 By-pass lanes” means a future two-lane roundabout By-pass roadway at the SR 89/US 93 Roundabout, not presently a part of the Gap Project.

“Wickenburg Ranch Development” means the existing approved master-planned development consisting of approximately 2,160 acres and zoned for 3,129 residential housing units consisting of single-family detached and attached housing, neighborhood parks, golf course and clubhouse land uses, located on the northeast corner of the intersection of US 93 and SR 89 in the Town of Wickenburg in Yavapai County, Arizona.

III. SCOPE OF WORK

1. The Parties acknowledge and agree:

   a. The purpose of this Agreement is to identify responsibilities and timing for improvements required for mitigation of the traffic impact to the US 93 and SR 89 highways adjacent to the Wickenburg Ranch Development and the 667 Development. The Parties have agreed that the Wickenburg Ranch Development’s and 667 Development’s mitigation of such traffic impacts identified in this Agreement are agreed to be $9,810,000.00 (adjusted as described in this Agreement) plus the dedication of fee title interest right-of-way as described in this Agreement. In lieu of the State/ADOT, the Wickenburg Ranch Development and 667 Development jointly funding and constructing many short term and long-term traffic mitigation impact solutions, the State/ADOT, the Wickenburg Ranch Development and 667 Development have mutually agreed to accelerate and focus Wickenburg Ranch Development’s and 667 Development’s traffic mitigation contributions and incorporate the entire Wickenburg Ranch Development’s and 667 Development’s financial contribution into the regional improvements the State/ADOT intends to design and construct in the Gap Project. Such Wickenburg Ranch Development and 667 Development contributions of fee title interest right-of-way donations and Wickenburg Ranch Development’s financial contributions described in this Agreement are in full satisfaction of fulfilling the traffic mitigation impacts arising from the Wickenburg Ranch Development and the 667 Development.

   b. The Wickenburg Ranch Development will fund a total of $9,810,000 to both the design and construction of the Gap Project adjusted as described in this Agreement. In addition, the Wickenburg Ranch Development and the 667 Development will donate concurrent with the recordation of the State/ADOT approved final plat or amended plat, map of dedication or other recorded instrument reflecting the Gap Project, fee title interest right-of-way as
mutually agreed upon, for the Gap Project as a part of their total traffic impact mitigation solution.

c. Wickenburg Ranch Development will administer the design of Project A with a targeted completion date of June 30, 2019 and the State/ADOT will administer the construction of Project A. The design shall be considered “Complete” upon approval from the State Contracts Specifications Group. Upon completion of design, Wickenburg Ranch Development will provide a recap of their costs for the State/ADOT’s review and reduction, in lieu of reimbursement, from Wickenburg Ranch Development’s $9,810,000 total funding obligation for the Gap Project.

d. The State/ADOT will administer the design and construction of Project B with a targeted completion date of summer 2022.

e. Wickenburg Ranch Development has previously conveyed to the State/ADOT, and the State/ADOT has accepted, the fee title interest right-of-way necessary for the future expansion of SR 89 along the frontage of its property from MP 258.5 to MP 260.3, as well as sufficient right-of-way expansion of US 93 and for the State/ADOT’s future construction and maintenance of the SR 89/US 93 Roundabout on US 93 at MP 193.44.

f. Wickenburg Ranch Development will fund its remaining obligation ($9,810,000, less the total State/ADOT actual cost to construct Project A, less the Wickenburg Ranch Development’s actual costs for the design of Project A to Project B, at such time as described in this Agreement.

g. A Connector Road, either as generally shown in Exhibit B, or an internal roadway will ultimately be constructed between the Matthie Ranch Road private easement area and the existing US 93/Wickenburg Ranch Roundabout to provide access for the current 12 Matthie Ranch Road private easement beneficial users. There will not be any additional outside properties allowed to use the Connector Road and it will not connect to other future frontage roads or other access to the north without the consent of the 667 Development, which may be withheld in its sole discretion. The Connector Road or internal roadway will also connect to the frontage road abutting the south end of the 667 Development property. The Connector Road will not have any access points closer than 330’ from the US 93/Wickenburg Ranch Roundabout. Any work done within the State/ADOT right-of-way will be done by an encroachment permit. When either the Connector Road or the functionally equivalent internal roadway is constructed on the 667 Development property is completed, the existing Matthie Ranch Road private easement access to US 93 will be closed by the State/ADOT by removing the road within the State right-of-way, and all costs for such closure will be paid by the State/ADOT. There are two scenarios for how the Connector Road or a functionally equivalent internal roadway will be built.

i. **Scenario 1:** The State/ADOT determines that the SB US 93 By-pass lanes need to be constructed prior to start of construction by 667 Development of the 667 Development property immediately abutting the existing Matthie Ranch Road private easement area. The State/ADOT will notify the 667 Development at least twelve months prior to their start of design and construction of the US 93 By-pass lanes and this related Connector Road. The location will be mutually agreed upon by the State/ADOT and the 667
Development; provided that the State/ADOT’s approval is subject to ADOT’s approval processes, including the NEPA process. The State/ADOT will fund all costs for the design and construction of the Connector Road as a two lane road to Town standards as part of the State/ADOT SB US 93 By-pass lanes design and construction. A conceptual alignment plan for this State/ADOT Connector Road is shown on Exhibit B attached hereto. Upon the agreed alignment of the SB US 93 By-pass lanes and the Connector Road across the 667 Development property, the State/ADOT will receive the necessary fee title interest right-of-way from the 667 Development. When the Connector Road is completed, the existing Matthie Ranch Road private easement access to US 93 will be closed by the State/ADOT by removing the roadway within the State/ADOT right-of-way at the State/ADOT’s expense. In this scenario it is agreed that the Connector Road would be a public road and not maintained by the 667 Development. Determination of which public entity will maintain the road will be determined at the time of construction.

ii. **Scenario 2:** The start of construction by the 667 Development on the 667 Development property immediately abutting the existing Matthie Ranch Road private easement area (shown as a portion of the Segments A and B designated parcels on Exhibit B) is begun before the State/ADOT notices the 667 Development of their start of design for the US 93 By-pass lanes. The 667 Development will include the Connector Road or a functionally equivalent internal roadway in the 667 Development final plat for access to US 93/ Wickenburg Ranch Roundabout from Matthie Ranch Road private easement area and access to the offsite two-lane frontage road then abutting the south end of the 667 Development property. The 667 Development will administer all construction work, at its own cost and expense. Upon recordation of the 667 Development final plat, the State/ADOT will release its right to construct the Connector Road described in Paragraph (III.) (1.) (g.) (i.) Scenario 1 above back to the 667 Development. When the Connector Road or the functionally equivalent internal road is constructed by 667 Development, the existing Matthie Ranch Road private easement access will be closed by the State/ADOT by removing the roadway within the State/ADOT’s right-of-way at the expense of the State/ADOT. In this scenario it is agreed that this Connector Road or the functionally equivalent internal road will be a private road serving the 667 Development and the 12 existing Matthie Ranch Road private easement beneficial users, unless otherwise consented to by 667 Development.

h. The Town is responsible for issuing building permits and residential certificates of occupancy approvals related to the Wickenburg Ranch Development and the 667 Development.

i. Based on the approved ADOT 2019-2023 Five-Year Transportation Construction Program (the “Program”), Project B is scheduled to advertise for construction on or before June 30, 2020. Should the State Transportation Board (the “Board”) delay Project A beyond June 30, 2021, or Project B beyond June 30, 2022, or delete all or any portion of Project A or Project B from the Program, the State/ADOT will promptly notify the Wickenburg Ranch Development and the 667 Development and return all Project A or Project B funding provided by the Wickenburg Ranch Development or 667 Development. In the event Project A is completed timely, and Project B is not, the State/ADOT will construct some variation of Project B, starting at the southern end of Project A (MP 194.23) and mitigating impacts from the Wickenburg Ranch Development and the 667 Development, to the
mutual satisfaction of the Wickenburg Ranch Development, the 667 Development, the Town and the State/ADOT.

j. The Parties will perform their responsibilities consistent with this Agreement even if the actual cost exceeds the estimated cost. The Wickenburg Ranch Development funding of the Gap Project shall not change unless a portion of the Gap Project is not constructed, in which case the Wickenburg Ranch Development shall not be obligated to fund such incomplete portion until it is actually constructed, or an alternative is agreed upon as described in Paragraph (III.)(1.)(i.) above.

k. Should additional improvements other than those planned and approved as a part of the Gap Project, be required to mitigate increased total residential or commercial density of the 667 Development beyond that approved and in place as of the date of this Agreement, the mitigation costs will be the responsibility of the 667 Development.

l. The Wickenburg Ranch Development has previously entered into a contract with the State/ADOT-approved engineering firm for the design of Project A, which all such actual costs incurred in connection therewith shall be a deduction, in lieu of reimbursement, from the Wickenburg Ranch Development Project A funding requirement as described in this Agreement.

m. The Wickenburg Ranch Development and 667 Development’s contribution of $9,810,000 meets the State/ADOT’s requirements for the roadway improvements needed for the buildout of Wickenburg Ranch Development and 667 Development. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge that in the event that any of the State/ADOT constructed improvements described herein are not completed through no fault of the Wickenburg Ranch Development or the 667 Development, the Town shall not stop issuing residential building permits or certificates of occupancy, as long as Wickenburg Ranch Development and 667 Development have paid their full obligations as described in this Agreement.

2. The State/ADOT will:

a. The Wickenburg Ranch Development has a signed contract with the State/ADOT-approved design consultant of Project A, and the State/ADOT has and will continue on an ongoing basis to review and approve design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of Project A, including scoping/design plans and documents and provide design review comments to the Wickenburg Ranch Development and the 667 Development, and the design consultant as deemed necessary by the State/ADOT. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities; utility clearance and relocation related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

b. After completion of the Stage V (100%) submittal for design of Project A, approve and accept the Project A design, and provide the Wickenburg Ranch Development with the
State/ADOT’s estimate for the construction cost of Project A based on the construction quantities, including 15% for construction engineering and 5% for contingency as part of the State/ADOT-approved Project A final design documents. If the State/ADOT accepted bid is higher than the State/ADOT’s estimate, provide the Wickenburg Ranch Development with notice of the difference in cost. However, any such difference in cost will not change Wickenburg Ranch Development’s total $9,810,000 funding for the Gap Project, as adjusted, as described in this Agreement.

c. At Stage V (100%) of design completion and prior to bid advertisement, invoice Wickenburg Ranch Development for their share of the estimated Project A construction costs, estimated at $8,700,000.

d. After verification of the construction costs funds received from Wickenburg Ranch Development through the Arizona State Treasurer for the construction of Project A and by Resolution of the State’s Transportation Board, authorize acquisition by fee title interest donation of the Parties agreed upon rights-of-way from the Wickenburg Ranch Development and the 667 Development for Project A (MP 193.13 to 194.23). Such fee title interest donation will be conveyed following completion of the applicable final plat, amended plat, map of dedication or other recordable instrument reflecting Projects A and B.

e. Proceed to administer construction, advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project A. If the Project A bid amounts exceed the Project A construction cost estimate, obtain Wickenburg Ranch Development’s concurrence prior to awarding the Project A contract. Once awarded, the State/ADOT will invoice the Wickenburg Ranch Development for the difference between estimated and actual bid and contracted costs, if applicable. If the Project A bid and contracted amounts are less than the Project A construction cost estimate, the State/ADOT will promptly refund to the Wickenburg Ranch Development the difference.

f. At Stage V (100%) of design completion and prior to advertisement, performing, or authorizing any construction work on Project B, invoice the Wickenburg Ranch Development for the remaining obligation ($9,810,000 less total costs funded to the State/ADOT for Project A, less the actual design and engineering costs for Project A as described in Paragraph (III.)(1.)(c.) of this Agreement) to be used on Project B.

g. Prepare and provide all documents pertaining to the design and post-design construction of Project B, incorporating comments from the Wickenburg Ranch Development and 667 Development, as mutually agreed upon between the State/ADOT, the Wickenburg Ranch Development and 667 Development.

h. Proceed to administer the Project B construction, advertise for, receive and open bids, award and enter into a contract for the construction of Project B.

i. Issue, per established procedures of the State’s Northwest District Permit Office, any Encroachment Permits that may be needed to work within the State/ADOT’s right-of-way on the Wickenburg Ranch Development and the 667 Development property. The State agrees all activities that are reasonably required to be performed on the Wickenburg Ranch
Development property and the 667 Development property under this Agreement shall be set forth in and covered by the appropriate encroachment permit.

j. Maintain all highway and other improvements constructed by the State/ADOT, with the exception of any landscaping installed and maintained by the Wickenburg Ranch Development and/or the 667 Development as described in this Agreement.

k. Upon completion of the Stage V (100%) design of Project A, the State/ADOT will receive fee title interest right-of-way from the Wickenburg Ranch Development and the 667 Development for the right-of-way requirement for future SB US 93 By-pass Lanes.

l. The State/ADOT will not assess or collect a development, impact, or any other fee related to US 93 or SR 89 from or to the Wickenburg Ranch Development and/or the 667 Development as the impacts to US 93 and SR 89 have been adequately addressed and mitigated by this Agreement.

m. Allow Wickenburg Ranch Development to use the existing construction access on SR 89 (for construction access only) until July 1, 2028.

n. Provide the Wickenburg Ranch Development an access easement for the benefit of APS and the Town for ingress and egress from SR 89 to the APS substation entrance and the Town water campus entrance located at the northwest corner of the Wickenburg Ranch Development property.

o. Be responsible for acquiring all rights-of-way for Project B and receive fee title interest right-of-way from the Wickenburg Ranch Development and the 667 Development for the right-of-way required for Project B.

p. Notify Wickenburg Ranch Development in writing at least three business days in advance to arrange temporary access as required, for the State/ADOT to conduct reasonable design, construction and pre-construction related activities for the Gap Project, and the State/ADOT activities shall not materially impair the daily conduct of business at the Wickenburg Ranch Development.

q. Be responsible to notify the Town if the Wickenburg Ranch Development has not complied with the terms and conditions set forth in this Agreement.

r. Shall be responsible to request reports from the Town tracking how many certificates of occupancy have been issued. The Town will only provide data upon request. The State shall notify the Town once the issuance of certificates of occupancy have been meet for Projects A and Project B.

3. Wickenburg Ranch Development will:

a. Continue working under the State/ADOT previously approved contract(s) for the design of Project A entered into by the Wickenburg Ranch Development prior to the execution of this Agreement. Continue to administer such contract(s) for Project A design and make all payments to the consultant(s) under such contract(s). Provide to the State/ADOT all invoices.
and supporting documentation of all costs incurred and paid by the Wickenburg Ranch Development for the reduction of the Project A funding from the Wickenburg Ranch Development as described in this Agreement.

b. Submit to the State/ADOT for review and approval: Project A preliminary plans at Stage II (30%), Stage III (60%), Stage IV (95%); and the Stage V (100%) Sealed and Signed Package.

   i. All submittals shall include plans and cross sections, specifications and special provisions (with the exception of the Stage II submittal) and itemized cost estimates.

   ii. All submittals shall adhere to the requirements of the State/ADOT Stage Deliverables Checklist provided as a reference on the State/ADOT website and shall include all the appropriate reports: https://www.azdot.gov/business/ManagementServices/ProjectManagementGroup/references

   iii. A Checklist must be included with every submittal as required by current State/ADOT procedure requirements.

   iv. The Wickenburg Ranch Development shall allow for a 4-week review period for the Stage II, Stage III, Stage IV, and Stage V submittals.

   v. All submittals shall be submitted to the State/ADOT Northwest District and the State/ADOT project manager for internal distribution. Incorporate State/ADOT design review comments as mutually agreed upon.

c. Attend a Comment Resolution Meeting after every submittal described above.

d. Be responsible for providing a title commitment covering only the fee title interest right-of-way that will be donated to the State/ADOT at Stage V (100%) design of Project A for future SB US 93 By-pass Lanes and at Stage IV (95%) submittal design of Project B for Project B right-of-way. Upon the conveyance of fee title ownership of the donated real property, same shall be free and clear of all monetary liens and subject only to agreed upon encumbrances, including the payment of property taxes prior to closing such transfer of the donated fee title interest right-of-way.

e. Attend a Project Handoff Meeting that will be held with the State/ADOT Northwest District, the State/ADOT’s Contract and Specification Group and the State/ADOT’s project manager after the Stage IV (95%) comments are addressed to review and resolve design, constructability items and cost.

f. Prior to the Stage II submittal, submit a Design Criteria Table for the State/ADOT’s review and approval. The concept shown in the 2010 DCR shall be followed with the necessary updates and terms to reflect any changed conditions or matters described in this Agreement to ensure compliance with the latest Roadway Design Guidelines requirements.

g. Notify the State/ADOT at Stage IV (95%) of the completion for design of Project A.
h. Within 30 days of receipt of an invoice from the State/ADOT following completion of the Stage V (100%) design for Project A and prior to or as a condition of bid advertisement, wire transfer to the Arizona State Treasurer the Wickenburg Ranch Development’s Project A construction costs currently estimated at $8,700,000. Upon the State/ADOT determining the actual construction costs, either (i) wire transfer to the State/ADOT the difference between the estimated construction costs paid by the Wickenburg Ranch Development and the amount that the actual construction costs exceed the estimated construction costs, or (ii) the State/ADOT will wire transfer the difference between the actual construction costs and the estimated construction costs to the Wickenburg Ranch Development if such amount is less than the construction costs previously paid by the Wickenburg Ranch Development.

i. If not already paid under this Agreement, prior to Wickenburg Ranch Development receiving more than 800 residential certificates of occupancy from the Town, Wickenburg Ranch Development will wire transfer to the Arizona State Treasurer the estimated Project A construction costs. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge that in the event that any of the State/ADOT constructed improvements described herein are not completed through no fault of the Wickenburg Ranch Development or the 667 Development, the Town shall not stop issuing residential building permits or certificates of occupancy, as long as Wickenburg Ranch Development and 667 Development have paid their full obligations as described in this Agreement.

j. If not already paid under this Agreement, prior to Wickenburg Ranch Development receiving more than 900 residential certificates of occupancy from the Town, Wickenburg Ranch Development will wire transfer to the Arizona State Treasurer its contribution to the Project B construction costs. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge that in the event that any of the State/ADOT constructed improvements described herein are not completed through no fault of the Wickenburg Ranch Development or the 667 Development, the Town shall not stop issuing residential building permits or certificates of occupancy, as long as Wickenburg Ranch Development and 667 Development have paid their full obligations as described in this Agreement.

k. Prior to Wickenburg Ranch Development receiving more than 1,810 residential certificates of occupancy from the Town, Wickenburg Ranch Development will obtain an encroachment permit to construct the single-lane SR 89/Merv Griffin Roundabout.

l. Review design plans, specifications, cost estimates and other such documents required by the State/ADOT for the design, construction bidding and construction of Project B, and provide review comments and approval of Project B to the State/ADOT.

m. On or before July 1, 2028, remove the existing temporary construction access at MP259.7 and restore the ground to natural conditions.

n. Not be responsible for any other mitigation from the Wickenburg Ranch Development and/or the 667 Development, barring any future increases in total Town-approved density for the Wickenburg Ranch Development and/or the 667 Development.

o. Upon completion by Wickenburg Ranch Development of the SR 89/Merv Griffin Roundabout comply with the following:
i. Furnish water and electrical power necessary to operate the irrigation system, and maintenance for the landscaping within the SR 89/Merv Griffin Roundabout.

ii. Keep the SR 89/Merv Griffin Roundabout free of weeds, undesirable grasses and litter; furnish and apply insecticide and herbicide sprays to combat diseases and other pests; pruning, mowing and replanting as required to maintain the landscaping as it was designed.

iii. Furnish replacement materials for non-standard lighting features if the Wickenburg Ranch Development installs non-standard lighting features and desires to continue use of such features. If the Wickenburg Ranch Development elects not to continue use of non-standard lighting features, then the State/ADOT will provide and install its standard lighting features, as necessary.

iv. Provide electricity to operate the lighting at the SR 89/Merv Griffin Roundabout and the US 93/Wickenburg Ranch Roundabout.

p. Request from the State/ADOT and maintain a valid encroachment permit or permits for the SR 89/Merv Griffin Roundabout new construction and/or installations in accordance with the Northwest District established procedures. Wickenburg Ranch Development agrees all activities performed by the Wickenburg Ranch Development under this Agreement shall be set forth in and covered by the appropriate encroachment State/ADOT permit.

q. Grant the State/ADOT by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Wickenburg Ranch Development lands, as required, to conduct reasonable design, construction and preconstruction related activities for the Gap Project, on to and over said Wickenburg Ranch Development lands.

r. Prior to start of construction of the SR 89/Merv Griffin Roundabout, donate fee title interest right-of-way as mutually agreed upon for the construction of the SR 89/Merv Griffin Roundabout waiving the Wickenburg Ranch Development’s right to compensation for said right-of-way. The donated SR 89/Merv Griffin Roundabout right-of-way will be free and clear of all monetary liens and subject only to agreed upon encumbrances, with all property taxes paid prior to closing.

4. 667 Development will:

   a. Agree to obtain separate permits for any new construction or access in accordance with the Northwest District established procedures. The 667 Development agrees all activities performed by the 667 Development under this Agreement shall be set forth in and covered by the appropriate encroachment permit.

   b. Upon the mutually agreed upon plan for the SB US 93 By-pass lanes, provide the State/ADOT fee title interest right-of-way at no cost to the State/ADOT to construct the future SB US 93 By-pass lanes pursuant to Paragraph (III.)(1.)(g.)(i.) Scenario 1.
c. Provide the State/ADOT fee title interest right-of-way at no cost to the State/ADOT for connecting to Matthie Ranch Road for the State/ADOT to construct the Connector Road pursuant to Paragraph (III.)(1.)(g.)(i.) Scenario 1.

d. Be responsible for providing a title commitment covering only the fee title interest right-of-way that will be donated to the State/ADOT following the State/ADOT’s completion of Stage V (100%) design for the connection to Matthie Ranch Road and construction of the mutually agreed upon alignment of the Connector Road to be constructed by the State/ADOT at no cost to the 667 Development pursuant to Paragraph (III.)(1.)(g.)(i.) Scenario 1. Said fee title interest right-of-way shall be free and clear of all monetary liens and subject only to agreed upon encumbrances, including payment of property taxes prior to closing such transfer of the donated fee title interest right-of-way.

e. Grant the State/ADOT by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the 667 Development’s lands, as required, to conduct reasonable design, construction and preconstruction related activities for the State/ADOT construction of the Connector Road pursuant to Paragraph (III.)(1.)(g.)(i.) Scenario 1, on, to and over said 667 Development lands. The State/ADOT will notify 667 Development in writing at least three business days in advance to arrange such access, and the State/ADOT activities will not materially impair the daily conduct of business at the 667 Development.

f. If Scenario 2 occurs where the start of construction by 667 Development on the 667 Development property immediately abutting the existing Matthie Ranch Road private easement area (shown as a portion of the Segments A and B designated parcels on Exhibit B) begins before the State/ADOT notices 667 Development of their start of design for the US 93 By-pass lanes, the 667 Development will construct the Connector Road, or equivalent internal roadway, providing the Matthie Ranch Road private easement area access to US 93/Wickenburg Ranch Roundabout for the current 12 Matthie Ranch Road private easement beneficial users. The Connector Road or functionally equivalent internal roadway will also include connecting to the offsite two-lane frontage road abutting the south end of the 667 Development property. The 667 Development will administer all such construction work, at its own cost and expense. Upon recordation of the 667 Development final plat, when the Connector Road or the functionally equivalent internal road is constructed by 667 Development, the existing Matthie Ranch Road access will be closed by the State/ADOT by removing the roadway within the State/ADOT right-of-way at the State/ADOT’s expense. In this scenario it is agreed that this Connector Road or the functionally equivalent internal road will be a private road serving the 667 Development and the 12 existing Matthie Ranch Road private easement beneficial users, unless otherwise consented to by 667 Development.

g. Be responsible for providing a title commitment covering only the fee title interest right-of-way that will be donated to the State/ADOT at Stage V (100%) design of Project A for future SB US 93 By-pass Lanes and at Stage IV (95%) submittal design of Project B for Project B right-of-way. Upon the conveyance of fee title ownership of the donated real property, same shall be free and clear of all monetary liens and subject only to agreed upon encumbrances, including the payment of property taxes prior to closing such transfer of the donated fee title interest right-of-way.

5. The Town will:
a. Not issue certificates of occupancy for more than 800 residential units, once notified by the State/ADOT to stop issuing certificates of occupancy, until Wickenburg Ranch Development is in compliance with its payment obligations to the State/ADOT for Project A of the Gap Project. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge that in the event any of the State/ADOT constructed improvements described herein are not completed through no fault of the Wickenburg Ranch Development or the 667 Development, the Town shall not stop issuing residential building permits or certificates of occupancy as long as Wickenburg Ranch Development and 667 Development have paid their full obligations as described in this Agreement.

b. Not issue certificates of occupancy for more than 900 residential units, once notified by the State/ADOT to stop issuing certificates of occupancy, until Wickenburg Ranch Development is in compliance with its payment obligations to the State/ADOT for Project B of the Gap Project. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge that in the event any of the State/ADOT constructed improvements described herein are not completed through no fault of the Wickenburg Ranch Development or the 667 Development, the Town shall not stop issuing residential building permits or certificates of occupancy as long as Wickenburg Ranch Development and 667 Development have paid their full obligations as described in this Agreement.

c. Verify through notification by the State/ADOT that the Wickenburg Ranch Development is in compliance with its obligations for the SR 89/Merv Griffin Roundabout prior to issuing certificates of occupancy for more than 1,810 residential units within the Wickenburg Ranch Development.

d. Require that the Connector Road or an equivalent internal roadway be included in the 667 Development site plan to provide access only to the 12 existing Matthie Ranch Road private easement beneficial users, unless otherwise consented to by 667 Development.

e. Not assess or collect any additional or new development, impact, or any other fee not now in existence or otherwise applicable to the improvements described herein, related to US 93 or SR 89 from or to the Wickenburg Ranch Development and/or the 667 Development as the impacts to US 93 and SR 89 have been adequately addressed and mitigated by this Agreement.

f. Grant the State/ADOT by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Town’s lands, as required, to conduct reasonable design, construction and preconstruction related activities for the Gap Project, on, to and over Town lands. The State/ADOT will notify the Town in writing at least three business days in advance to arrange such access, and the State/ADOT activities will not materially impair the daily conduct of business by the Town.

IV. MISCELLANEOUS PROVISIONS

1. The recitals above and exhibits attached hereto are incorporated herein by this reference as set forth herein. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Gap Project by the State/ADOT and all payments are made by
all Parties and all other work described is completed as provided herein. All maintenance obligations contained herein and the provisions of Paragraph (III.) (3.) (n.) shall be perpetual.

a. This Agreement shall become effective upon the signing and dating by all Parties hereto and upon the signing and dating of the Determination Letter by the State’s Attorney General, finding that the Agreement is in proper form and is within the powers of the State and ADOT.

b. The State/ADOT, the Wickenburg Ranch Development and the 667 Development shall retain all books, accounts, reports, files, and other records relating to Project A and Project B and their respective work performed under this Agreement (i) for five years after the completion and acceptance of Project B; or (ii) if applicable, for five years after the completion of the mutually agreed upon Alternate Project; or (iii) if neither Project B nor the Alternate Project is advertised for bids by September 30, 2025, then until September 30, 2030.

c. Any or all of such records must be produced at the State/ADOT’s offices at 206 S. 17th Avenue, Room 205, Phoenix, Arizona, at the State/ADOT’s sole option electronically at the address designated by the State in its written request, or at the offices of the Wickenburg Ranch Development and/or the 667 Development at the address designated by the Wickenburg Ranch Development and/or the 667 Development in its written request.

d. The State/ADOT, the Wickenburg Ranch Development and the 667 Development shall inform their designers, engineers, consultants, and other contractors of this requirement to maintain and make available their records under the same conditions as described in this paragraph of this Agreement.

2. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding “Non-Discrimination”.

3. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State/ADOT at the end of the period for which the funds are available. The State/ADOT shall notify the other Parties to this Agreement as soon as they have knowledge that the funds have not been allocated for the continuance of this Agreement. No liability shall accrue to the State/ADOT in the event this provision is exercised, and the State/ADOT shall not be obligated or liable for any future payments as a result of termination under this paragraph.

4. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by binding arbitration with the American Arbitration Association, under its Construction Industry Arbitration Rules. The Parties agree to first try to settle any disputes through mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration. The Parties hereto each waive any right to a jury trial. Each Party shall pay one-half (1/2) of all fees and costs associated with the arbitration process. Each Party shall pay its own legal expenses.
5. Wickenburg Ranch Development and/or 667 Development may, after making the full payment of $9,810,000 under this Agreement, and with the written consent of the State/ADOT, which consent shall not be unreasonably withheld, conditioned, or delayed, assign all or a portion of the rights and obligations under this Agreement to a person or entity that has acquired Wickenburg Ranch Development's and/or 667 Development's assets or business, or a portion thereof, to which such rights and obligations can be appropriately allocated, and shall be assigned through a written assignment and assumption agreement in writing, approved by the State/ADOT, recorded in the official records of Yavapai County, Arizona. Such assignment and assumption agreement shall terminate Wickenburg Ranch Development's and/or 667 Development's rights and obligations hereunder only to the extent set forth in the assignment and assumption agreement. Nothing in this Agreement shall operate to restrict Wickenburg Ranch Development's and/or 667 Development's ability to assign less than all of Wickenburg Ranch Development's and/or 667 Development’s rights and obligations under this Agreement to those persons or entities that acquire any portion of the Wickenburg Ranch Development or the 667 Development. No assignment shall be finalized until the State/ADOT has consented, such evaluation and consent not to be unreasonably withheld, conditioned, or delayed.

6. Notwithstanding any other provisions of this Agreement, after making the full payment of $9,810,000 under this Agreement, Wickenburg Ranch Development and/or 667 Development may assign all or part of their respective rights and duties under this Agreement as collateral to any financial institution from which Wickenburg Ranch Development and/or 667 Development has borrowed funds for use in developing the Wickenburg Ranch Development or the 667 Development. The State/ADOT may not assign all or any portion of their rights and obligations hereunder to any other person or entity.

7. Time is of the essence of this Agreement, however, if this Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday or legal holiday in the State of Arizona, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

8. Any and all provisions, implications, or interpretations of or from this Agreement to the contrary notwithstanding, no partnership, joint venture or other relationship is created, implied or acknowledged between or among the Parties.

9. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §41-4401 and Title 34 of the Arizona Revised Statutes.

10. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

11. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

12. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:
For Agreement Administration:
Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
Fax 602.712.3132 Fax
Email: JPABranch@azdot.gov

Wickenburg Development Co., LLC
Attn: Stan Reed
14747 N. Northsight Blvd., #111-431
Scottsdale, AZ 85260

With a copy to:
Wickenburg Development Co., LLC
M3 Companies, L.L.C.
Attn: Bill Brownlee
4222 E. Camelback Road, Suite H-100
Phoenix, AZ 85018

WR 667, LLC
Attn: Stan Reed
14747 N. Northsight Blvd., #111-431
Scottsdale, AZ 85260

Town of Wickenburg
Attn: Town Manager
155 N Tegner St., Ste A
Wickenburg, AZ 85390

For Project Administration:
Arizona Department of Transportation
Alvin Stump, P.E.
Northwest District Engineer
1109 Commerce Dr.
Prescott, AZ 86305
Phone: 928.777.5879
Mobile: 928.713.7216
Fax: 602.239.6219
Email: astump@azdot.gov

With a copy to:
Wickenburg Development Co., LLC
M3 Companies, L.L.C.
Attn: Bill Brownlee
4222 E. Camelback Road, Suite H-100
Phoenix, AZ 85018

WR 667, LLC
M3 Companies, L.L.C.
Attn: Bill Brownlee
4222 E. Camelback Road, Suite H-100
Phoenix, AZ 85018

Town of Wickenburg
Attn: Town Manager
155 N Tegner St., Ste A
Wickenburg, AZ 85390

For Financial Administration:
Arizona Department of Transportation
Alvin Stump, P.E.
Northwest District Engineer
1109 Commerce Dr.
Prescott, AZ 86305
Phone: 928.777.5879
Mobile: 928.713.7216
Fax: 602.239.6219
Email: astump@azdot.gov

With a copy to:
Wickenburg Development Co., LLC
M3 Companies, L.L.C.
Attn: Bill Brownlee
4222 E. Camelback Road, Suite H-100
Phoenix, AZ 85018

WR 667, LLC
M3 Companies, L.L.C.
Attn: Bill Brownlee
4222 E. Camelback Road, Suite H-100
Phoenix, AZ 85018

Town of Wickenburg
Attn: Town Manager
155 N Tegner St., Ste A
Wickenburg, AZ 85390

[Signatures immediately following.]
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

WICKENBURG DEVELOPMENT CO., LLC, an Arizona limited liability company

By ______________________________
   Executive Villas Development Co., Inc.
   An Arizona corporation
   Its: Manager

STATE OF ARIZONA
Department of Transportation

By ______________________________
   STEVE BOSCHEN, P.E.
   Division Director

WR 667, LLC, an Arizona limited liability company

By ______________________________
   By: VTC AZ Investments Inc.
   Its: Manager

TOWN OF WICKENBURG

By ______________________________
   EVERETT SICKLES
   Mayor

ATTEST:

By ______________________________
   AMY BROWN
   Town Clerk
ATTORNEY APPROVAL FORM FOR THE TOWN OF WICKENBURG

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF WICKENBURG, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of __________________, 2018.

_________________________
Town Attorney
EXHIBIT A

Map Showing Location of Project A and Project B
EXHIBIT B

Conceptual Alignment Plan for the State/ADOT Connector Road
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Amy Brown, Town Clerk
Staff Contact: Vince Lorefice
Contact Phone Number: 928-668-0518
Type of Agenda Item: Presentation w/o Action, New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):

Economic Development
Support workforce development efforts that enable Wickenburg employers to attract and retain top talent, especially in partnership with Arizona@Work: Maricopa County, West-MEC, and the Wickenburg Unified School District.

AGENDA ITEM:
Presentation and Update from Sintra Hoffman, President, WESTMARC

BACKGROUND INFORMATION:
Sintra Hoffman will be in attendance to give an update regarding WESTMARC. In addition to a general overview of WESTMARC, she would also like to provide an update on the West Valley Pipeline – workforce development strategy. They are in the communication phase, specifically with the investors in the plan, and Wickenburg is one of them.

SPECIAL INSTRUCTION, NEEDS AND/OR ISSUES:
None

SUGGESTED MOTION:
Presentation Only, no action required.

Form Review
Form Started By: Amy Brown
Started On: 07/03/2018 03:40 PM
AGENDA ITEM:
Consider Approval of a Preliminary Plat for Parcels H & F2 at Wickenburg Ranch -

Steve Boyle, Community Development Director

BACKGROUND INFORMATION:
M3 Builders, LLC has submitted an application for approval of a preliminary plat for Parcels H & F2 within the Wickenburg Ranch subdivision. The parcels would be subdivided into 208 single-family detached residential lots and tracts for private roadways, open space, and drainage. At 96.72 acres, the density of the proposed plat is 2.15 dwelling units per acre, in compliance with the R1-6 zoning and PAD approved by the Town Council.

The proposed lot areas range from 5,175 square feet to 5,750 square feet; setbacks are to be 8' minimum front setbacks to livable space, 15' rear setbacks, and 5' side setbacks. Home designs are to be in compliance with previously approved design reviews. The streets within the parcel are to be private tracts not maintained by the Town of Wickenburg, but are still to be constructed to the Town’s adopted MAG standards. Local streets are to be 40' tracts with 32' of roadway, 4' sidewalks, and 8' public utility easements.

The lengths of a few streets, particularly the one referred to as F1, were called out on this preliminary plat at the request of staff to verify compliance with the Town Subdivision Ordinance maximum block length of 1500 feet. The longest block in this proposed preliminary plat, street F1, is 1483.02 feet, meeting this requirement.

ADOT and M3 Companies are finalizing an agreement for highway improvements including the
roundabout at the access on Highway 89. Its likely that the highway improvements commence in early 2020 therefore residents of WR will continue to utilize the main access to the ranch off Highway 93.

On August 9, 2018, the Planning and Zoning Advisory Commission voted to recommend approval of this preliminary plat.

Staff finds that all Town of Wickenburg zoning code, subdivision code, and PAD standards have been met; staff recommends approval of the preliminary plat.

**SUGGESTED MOTION:**
I move to approve the preliminary plat of parcels H & F2 at Wickenburg Ranch.

---

**Attachments**

- Application
- Preliminary Plat

---

**Form Review**

- Form Started By: Omar Smailbegovic
- Started On: 08/21/2018 01:54 PM
- Final Approval Date: 08/27/2018
# Community Development Application

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<tr>
<td>Name: Wickenburg Development Co., LLC</td>
<td>Name: M3 Builders, LLC</td>
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<td>Address: 4222 East Camelback Road, Suite H100</td>
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<tr>
<td>City, State, Zip: Phoenix, AZ 85018</td>
<td>City, State, Zip: Phoenix, AZ 85018</td>
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<tr>
<td>Telephone: (602) 386-1317</td>
<td>Telephone: (602) 386-1317</td>
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<tr>
<td>Email: <a href="mailto:crivera@m3companiesllc.com">crivera@m3companiesllc.com</a></td>
<td>Email: <a href="mailto:crivera@m3companiesllc.com">crivera@m3companiesllc.com</a></td>
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**Application Type**

- [ ] Use Permit
- [ ] Rezone/PAD
- [ ] Annexation
- [ ] Variance
- [ ] Text Amend
- [x] Preliminary Plat
- [ ] Final Plat
- [ ] Development Review
- [ ] Tech Review
- [ ] Code Interpret

**Request**

Parcels H & F-2 - Preliminary Plat to subdivide this site into 208 single-family detached residential lots and tracts for private roadways, open space, and drainage.

**Parcel & Zoning Information**

- **APN:** 201-02-457B
- **Zoning District:** R1-6 PAD
- **Flood Zone:**
- **Adjacent Zoning:** R1-6 PAD
- **Adjacent Land Use:**
- **North:** R1-6 PAD
- **South:** R1-6 PAD
- **East:** R1-6 PAD
- **West:** R1-6 PAD

**Property Information**

- **Site Dimensions:** Varies- See Preliminary plat
- **Density:** 2.15 du/ac
- **Site Area Net:** 96.72 Acres
- **Lot Dimensions:**
- **Site Area Gross:** 96.72 Acres
- **Minimum:** 45’X115’
- **Maximum:** 50’X115’
- **Number of Units/Lots:** 208 Lots
- **Lot Area:**
- **Minimum:** 5,175 s.f.
- **Maximum:** 5,750 s.f.

**Utilities**

- **Electric:** APS
- **Gas:** N/A
- **Water:** Wickenburg
- **Sewer:** Wickenburg

**For Staff Use Only**

- **Meeting Date:**
- **Date Received:** 7/10/2018
- **Fees:** $800
- **Type of Application:** PEO - Plat
- **Application Number:**
- **Receipt Number/Date:**

I hereby certify that the information submitted on this application is complete and accurate to the best of my knowledge and that I am the owner and/or authorized agent as stated in this document.

**Owner Signature:** [Signature]
**Date:** 7/18/2018

**Applicant/Agent:** [Signature]
**Date:** 7/16/18
**TOWN OF WICKENBURG**  
155 N TANNER ST. SUITE A  
WICKENBURG, AZ 85390  
(928) 660-0520

**Receipt No:** 5.014797  
**Jul 26, 2018**

### M3 FLAT COMM. DEVELOPMENT APP

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### M3 SUBDIVISION APPLICATION

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**07/26/2018 9:18 AM**
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Amy Brown, Town Clerk
Staff Contact: Susan Goodwin
Contact Phone Number: 928-668-0518
Type of Agenda Item: New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):

Not Applicable

AGENDA ITEM:
Response to Aug 6, 2018 Call to the Public regarding use of Town resources to influence an election during Call to the Public - Susan Goodwin, Town Attorney

BACKGROUND INFORMATION:
The Town Attorney has requested an item on the agenda regarding the public trying to influence an election during the Call to the Public and the laws regarding this issue.

SUGGESTED MOTION:
Short Statement from Attorney, No action required

Form Review
Form Started By: Amy Brown
Final Approval Date: 08/27/2018
Started On: 08/22/2018 11:21 AM
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Amy Brown, Town Clerk
Staff Contact: Vince Lorefice
Contact Phone Number: 928-668-0518
Type of Agenda Item: Presentation w/o Action, New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):
Not Applicable

AGENDA ITEM:
Direction to Staff Regarding the Celebration of Wickenburg's Heritage - Vince Lorefice, Town Manager

BACKGROUND INFORMATION:
Mayor Sickles, seconded by Council Member Blunt requested an item on a future agenda to discuss the celebration of Wickenburg's heritage. The Town will continue to support the Wickenburg Historical Preservation Society as they celebrate Henry Wickenburg’s birthday. The Town may want to do something special on November 21, 2019 as that will mark 200 years since the birth of Henry Wickenburg. If there is something specific the Council would like the Town to do for this celebration, we can make sure there is money in the budget for the celebration.

SUGGESTED MOTION:
Direction to Staff only, no formal action required

Attachments
Information

Form Review
Form Started By: Amy Brown
Final Approval Date: 08/27/2018
Started On: 08/21/2018 05:22 PM
The Henry Wickenburg Home

Gold Strike! In 1862 gold was found along the Colorado River. Miners from all around came to the area in search of riches. One of those was Henry Wickenburg who discovered the Vulture Mine. The Henry Wickenburg Home is located in Wickenburg on Washington Street just south of Wickenburg Way. The original structure was a three-room adobe which was heated by a wood burning stove. The original structure remains intact today. A kitchen was added by John Boetto in 1915, two years after his purchase of the property.

Henry Wickenburg was born on November 21, 1819, in Holsterhausen, Essen, Germany. According to most accounts, Henry Wickenburg arrived in New York in 1847. He worked for the Pacific Mail Steamship Company, as a fireman, on a ship called “The Cortes” (aka Cortez). In 1853, Henry Wickenburg was naturalized in San Francisco. The Naturalization documents were destroyed by the San Francisco earthquake, but early census records make note of the event. Henry Wickenburg recorded his Declaration of Intention in 1877.

Thomas E. Farish, State Historian in 1915, stated that Henry Wickenburg may have come into, what later became Arizona Territory, as early as the 1850’s. He notes that Henry Wickenburg was driving wagons for the U.S. Government in Tucson in 1862, prior to the onset of the Civil War. It was in October of 1863 that Henry Wickenburg was credited with the discovery of the famous Vulture Mine. Some of Henry’s former partners sued for possession, but were unsuccessful. Later, Henry sold a portion of his mine to a N.Y. firm, but was swindled out of the majority of its proceeds.

Henry Wickenburg had a number of homes. The first was called the Tunnel House, and was located next to the Hassayampa River. The area was called the “Pumpkin Patch” because the Indians grew produce there. Henry claimed this fertile spot for his own. Henry also built a home at the Vulture Mine and then another home, called the"1864" house, that was located near, but not connected to, the Tunnel House. There is a postcard showing the 455 Tegner home. Henry also lived in a rental that was situated along the railroad tracks (Brown), and then built his last documented home in 1903, located at 225 S. Washington Street, which is now known as the Henry Wickenburg/John Boetto home.

Henry Wickenburg was an accomplished gentleman. He was a member of the 7th Territorial Legislature in 1873. There he served on the claims committee, roads and ferries committee and the mines committee. He was president of the mining district, an inspector for the schools, donated land for the first church in Wickenburg, was a census taker, Justice of the Peace, a judge, and he also served on the coroner’s panel.

Henry Wickenburg provided an easement to the railroad so that “mass transit” could come into the area. He also helped to finance Jack Swilling’s "Ditch Project", which later became known as the Salt River Project. This foresight on their behalf led to the development of Phoenix.
Henry Wickenburg died in 1905. In 1907, John and Mary Boetto arrived in Wickenburg and later purchased the house and 17 acres of land. John Boetto purchased the house and land for $2,500. John Boetto, like Henry Wickenburg, was in the mining business. The Boetto family owned The Henry Wickenburg Home for over 80 years. In 2000, the house was sold to the Town of Wickenburg. In 2006, the Town of Wickenburg auctioned off the property to WHPS for a $1,000 bid, plus closing costs.

The Henry Wickenburg Home was in need of extensive repair. The Wickenburg Historical Preservation Society restored the home and it is now open for tours by appointment. The Henry Wickenburg Home was the recipient of a Heritage Fund Grant from Arizona State Parks and was named Project of the Year. Please call 928-684-5603 to schedule a tour or come on by after the Gold Rush Parade in February where The Henry Wickenburg Home will be open from 12:00 p.m. to 2:00 p.m. The Henry Wickenburg Home is also open from 10:00 a.m. – 2:00 p.m. during Gold Rush week.

Chronology of Development / Alterations

1879 – Property deed signed by Rutherford B. Hayes grants 160 acres of land to Henry Wickenburg, some of which becomes the main part of the Town of Wickenburg and includes the site of the Henry Wickenburg Home.

1903 – Henry Wickenburg Home construction. Henry Wickenburg initiates a deed leaving Helene Holland his estate upon his death.

1905 – On May 14th Henry Wickenburg was found dead near the house.

1909 – After Mr. & Mrs. Holland divorce, the land is deeded to Helene Holland (Streithz) and her new husband Gus A. Streitz.

1912 – Gus & Helene Streitz sold the house to George Ward and Arthur Greenleaf.

1913 – The house was sold to John Boetto by Arthur and Virginia Greenleaf. Additions were constructed onto the original 3-room adobe house. They include a kitchen at the southeast corner; and a porch and bathroom at the northwest corner. All additions were completed by the Boettos in 1915 (per local newspaper articles). No improvements were made after 1935, per Sanborn Fire Map.

1945 – Mrs. John (Mary) Boetto died in the home.

1955 – Anthony (Tony) Boetto, the only child of John & Mary Boetto, died on October 9, 1955.

1956 – Laurel B. (Bonnie) Boetto, wife of John Boetto’s son, Tony Boetto, obtains half ownership in the Boetto house upon Anthony’s death.

1957 – John Boetto died on February 8, 1957. The Henry Wickenburg Home remained in the family through transfer to Laurel Boetto, upon John Boetto’s death. The property included the home at 225 South Washington on .86 acres of land.

2000 – A representative for Laurel Boetto sells the home to the Town of Wickenburg.

2006 – The Town of Wickenburg sold the Henry Wickenburg Home to the Wickenburg Historical Preservation Society.
AGENDA ITEM:
A. Consider Ordinance No. 1186, Authorizing the Exchange of Real Property Owned by the Town of Wickenburg for Real Property of Substantially Equal Value in the Town; Authorizing the Mayor, Town Manager and Town Attorneys to take all steps necessary to Exchange said Real Property Subject to Certain Conditions - Vince Lorefice, Town Manager

B. Consider Approval of a Lease Agreement with Arthur F. and Karen B. Barber for the Lease of the landfill property - Vince Lorefice, Town Manager

BACKGROUND INFORMATION:
The Town of Wickenburg was approached by Arthur Barber to exchange properties with the Town. He would like to start an asphalt and concrete crushing business and the landfill would be a great place for a business like this as it has limited uses due to it being on the old landfill. In 2005/6 a full environmental study was completed on the closed landfill. The study was provided to Mr. Barber and he is aware of any environmental issues and is willing to accept the property as is. Mr. Barber owns property on North Tegner that has two small houses on it that would be great property for future economic development. An appraisal was obtained and the Town's property is appraised at about $7,000 more than the North Tegner property, however it will cost about $10,000 to demolish the homes to make the property ready for economic development. Mr. Barber had agreed to demolish the two small homes as part of this exchange.
Under the Exchange Agreement, the landfill property to be conveyed to the Barbers and the Tegner properties to be conveyed to the Town will be processed through escrow and title insurance will be obtained. During the escrow process, Mr. Barber would like to start work in the landfill, thus there is also a lease agreement for approval that will lease the landfill property to the Barbers until close of escrow. No permanent structures may be built on the property during the term of the lease agreement unless authorized by the Town. If the Town is not satisfied with the condition of the Tegner properties for any reason, escrow will not close and the lease will terminate.

**SUGGESTED MOTION:**
I move to approve Ordinance No. 1186, Authorizing the Exchange of Real Property and approving the Lease Agreement.

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**Attachments**

Ordinance 1186
Land Exchange Agreement Barber
Barber Lease Agreement
Landfill Legal Description
Barber Legal Description

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**Form Review**

Form Started By: Amy Brown
started on: 08/23/2018 04:13 PM
Final Approval Date: 08/28/2018
ORDINANCE NO. 1186

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, AUTHORIZING THE EXCHANGE OF REAL PROPERTY OWNED BY THE TOWN OF WICKENBURG FOR REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE IN THE TOWN; AUTHORIZING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEYS TO TAKE ALL STEPS NECESSARY TO EXCHANGE SAID REAL PROPERTY SUBJECT TO CERTAIN CONDITIONS

WHEREAS, pursuant to A.R.S. § 9-407, the Town of Wickenburg ("Wickenburg") is authorized to exchange real property for any other real property of substantially equal value within the Town; and,

WHEREAS, the Wickenburg Town Council desires to exchange certain real property, subject to certain conditions.

NOW THEREFORE BE IT ORDAINED by the Mayor and Common Council of the Town of Wickenburg, Arizona as follows:

Section 1. The Mayor, Town Manager and Town Attorney are hereby authorized and directed to take all necessary actions to exchange real property owned by Wickenburg which is legally described as set forth in Exhibit 1 (the "Wickenburg Parcel") for the real property legally described as set forth in Exhibit 2 (the "Barber Parcels") subject to the conditions set forth in this Ordinance.

Section II. The exchange is conditioned on the following:

a. A determination shall be made by the Town Council that the value of the Wickenburg Parcel is substantially equal in value to the Exchange Parcel, as shown by an appraisal of each property acceptable to Wickenburg.

b. Wickenburg and Arthur F. Barber and Karen B. Barber of the Exchange Parcel shall enter into an Agreement for the Exchange of Certain Real Property in substantially the form attached hereto as Exhibit 3 ("Exchange Agreement").

c. All the terms and conditions of the Exchange Agreement shall be complied with.

PASSED AND ADOPTED by the Town Council of the Town of Wickenburg, Arizona, this 4th day of September, 2018.

By: ____________________________
    Everett Sickles, Mayor
ATTEST:

By: __________________________
    Amy Brown, Town Clerk

APPROVED AS TO FORM:

By: __________________________
    Trish Stuhan, Town Attorney
    Gust Rosenfeld, PLC
    Town Attorneys

Number of Councilmembers Present: _____
Number of Votes For: _____
Number of Votes Against: _____
Number of Abstentions: _____

CERTIFICATION

HEREBY CERTIFY that the foregoing Ordinance Number 1186 was duly passed and adopted by the Common Council of the Town of Wickenburg, Arizona, at a regular meeting held on the 4th day of September 2018, and that a quorum was present at the meeting.

______________________________
Amy Brown, Town Clerk
AGREEMENT FOR EXCHANGE OF CERTAIN PROPERTY
BETWEEN THE TOWN OF WICKENBURG AND ARTHUR F. AND KAREN B. BARBER

This Agreement for Exchange of Certain Property ("Agreement") is entered into this 4th day of September, 2018, between the Town of Wickenburg, Arizona, a municipal corporation, ("Wickenburg"), and Arthur F. and Karen B. Barber (hereinafter referred to "Barbers").

RECITALS:

1. Wickenburg is the owner of the Wickenburg Parcel and is empowered to enter into this Agreement pursuant to A.R.S. § 9-407 and has authorized the undersigned to execute this Agreement on behalf of Wickenburg;

2. Barbers are the owners of the Barber Parcels and are empowered to enter into this Agreement;

3. Wickenburg and Barbers are aware and agree that the parcels in question which both parties desire to exchange are substantially equal in value;

4. The exchange is in the best interest of the citizens of Wickenburg.

AGREEMENT:

In consideration of the mutual agreements expressed herein and the respective rights, privileges and obligations of the parties hereinafter set forth, it is agreed as follows:

1. Wickenburg owns the parcel of land legally described in Exhibit 1 attached hereto ("Wickenburg Parcel"), and Barbers own the parcels of land legally described in Exhibit 2 attached hereto ("Barber Parcels"). Subject to the requirements of A.R.S. § 9-407 and this Agreement, Wickenburg shall convey the Wickenburg Parcel to the Barbers and the Barbers shall convey the Barber Parcels to Wickenburg.

2. Title reports for the Wickenburg Parcel and the Barber Parcels shall be prepared and delivered to the non-owner party ("Acquiring Party"). Upon written notice from each Acquiring Party to the other party that the title report is acceptable, the exchange may proceed through Pioneer Title, 510 N. Tegner Street, Wickenburg, AZ.

3. Fee simple absolute title to the parcels shall be conveyed to the Acquiring Parties as set forth herein at the Close of Escrow by General Warranty Deed, which shall include conveyance of all surface and ground water rights related to the parcel being conveyed. The Acquiring Party is only obligated to accept title to the parcel being conveyed to it if (i) the parcel is free and clear of all defects, exceptions, easements, covenants, conditions, restrictions, mining claims, liens and encumbrances not acceptable to such Acquiring Party; and (ii) the Acquiring Party, at its sole discretion, is otherwise
satisfied with the condition of title as reflected in the above-referenced title report and policy and any investigation made by the Acquiring Party pursuant to Paragraph 7. The Acquiring Party shall have until ten days prior to Close of Escrow to file its objections to the condition of title. Close of escrow shall occur as set forth below in Paragraph 6, and shall be conditioned on the following:

3.1 Each party shall pay one-half the closing costs.

3.2 Each Acquiring Party shall pay the cost of the title insurance policy for the parcel being acquired by that party.

3.3 Each Acquiring Party shall have until ten days prior to close of escrow to make such investigations of the parcel it is acquiring and may cancel this agreement at any time prior to that date if it is not satisfied with the condition of the parcel being acquired.

3.4 Satisfaction of the conditions set forth in Ordinance No. 1186 adopted on September 4, 2018, attached hereto and incorporated herein as Exhibit 3.

4. Each party represents to the other party the following with respect to the parcel being conveyed by it:

4.1 Except as reflected in the preliminary title report at the time of execution of the Agreement, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by it, which in any manner or to any extent may detrimentally affect the Acquiring Party’s right, title, or interest in and to the parcel being acquired or the value of such parcel.

4.2 There is no pending or threatened condemnation or similar proceeding affecting any part of the parcel being conveyed, and the conveying party has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.

4.3 No work has been performed or is in progress at the parcel being conveyed and no materials have been furnished to the parcel which might give rise to mechanic’s, materialman’s, or other lien against any part of the parcel.

4.4 All risk of loss related to ownership and possession of the parcels, including liability to third persons, shall be the responsibility of the owner of such parcel until the title and possession of the parcel passes to the Acquiring Party at Close of Escrow. Each party shall indemnify and hold harmless the other for all such loss, damage, liability, fees or costs of any kind whatsoever for its own parcel, except those caused by the other party. This indemnity shall survive termination of this Agreement.
4.5 It is not prohibited from consummating the transactions contemplated by this Agreement or any law, regulation, agreement, instrument, restriction, order or judgment.

4.6 There are no other parties in adverse possession of the parcel being conveyed; there are no parties in possession of the parcel being conveyed; and no party has been granted any license, lease, or other right relating to the use of possession of the parcel being conveyed.

4.7 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by it or pending against it or affecting or involving the parcel being conveyed.

4.8 There is no default, nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any Agreement, mortgage, deed of trust, lease, or other instrument which relates to the parcel being conveyed or which affects such parcel in any manner whatsoever.

4.9 There are no Agreements or other obligations outstanding for the sale, exchange, or transfer of all or any part of the parcel being conveyed.

4.10 There are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, instructions, or agreements applicable to the parcel being conveyed, nor has it received notices from any insurance companies, governmental agencies, or any other person with respect to violations concerning the parcel being conveyed. If any notices of violations are received prior to close of escrow, they shall be immediately submitted to the Acquiring Party and the Acquiring Party’s review and acceptance shall be a condition precedent to close of escrow.

4.11 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by Non-Acquiring party or pending against the Non-Acquiring Party or affecting or involving the parcel being conveyed.

4.12 There is no default, nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any Agreement, mortgage, deed of trust, lease, or other instrument which relates to the parcel being conveyed or which affects such parcel in any manner whatsoever.

4.13 It will not at any time prior to close of escrow grant to any person an interest in the parcel being acquired.

5. The Barbers intend to operate or cause to be operated by a lessee of the Barbers an industrial use on the Property, including a concrete and asphalt crushing operation. The Barbers agree that any operation (whether by the Barbers or a lessee) shall permit Wickenburg to deliver to the Property concrete and asphalt and to process
the concrete and asphalt at no charge to the Barbers. The proceeds of any subsequent sale of recycled concrete and asphalt shall belong to the Barbers.

6. The Barbers understand that that Wickenburg Parcel was a landfill and understand that Wickenburg makes no representation whatsoever regarding the environmental condition of the Wickenburg Parcel or its suitability for the uses to which it will be put. The Wickenburg Parcel will be conveyed by Wickenburg to the Barbers in its “as-is” condition, with no representations or warranties of any nature whatsoever except as otherwise specifically set forth in this Agreement. The Barbers acknowledge that they have (or shall have) inspected the Wickenburg Parcel and have made (or shall have made) their independent evaluation of the physical and environmental condition of the Wickenburg Parcel. This provision shall survive the Close of Escrow and the recording of the deed.

7. Prior to close of escrow, the Barbers shall, at its costs, demolish the two houses that are located on Parcels 505-09-048F and 505-09-048H and remove all debris from the demolition of the houses from the parcel in accordance with applicable law.

8. Default.

8.1 Default by Non-Acquiring Party: All provisions of this Agreement are hereby deemed to be material. The Acquiring Party shall have all rights and remedies available to it under Arizona law should the Non-Acquiring Party breach any of the provisions under this Agreement. The Acquiring Party shall immediately be entitled to specific performance by the Non-Acquiring Party, should the Non-Acquiring Party breach any provision of this Agreement. The terms of this Agreement shall not in any way be construed as a waiver of Wickenburg’s rights, as a municipal corporation, to obtain the parcel being conveyed by condemnation or eminent domain.

8.2 Default by Acquiring Party: All provisions of this Agreement are hereby deemed to be material. The parties agree that Acquiring Party’s remedies for the Non-Acquiring Party’s breach of this Agreement shall be such rights and remedies available to them under Arizona law.

8.3 The breaching party shall be responsible to pay all escrow costs and fees related to this Agreement.

9. Opening of Escrow shall occur on or before October 1, 2018. Close of Escrow shall occur on or before 60 days from Opening of Escrow. Close of Escrow will be at the offices of the Escrow Agent set forth in Paragraph 2 herein. At the Close of Escrow, both the title to and possession of the parcels shall be transferred from the Non-Acquiring Party to the Acquiring Party. In no event shall the escrow close on the conveyance of the Wickenburg Parcel to the Barbers until after the close of escrow for the conveyance of the Barber Parcels to Wickenburg.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed the date and year first herein above written.
TOWN OF WICKENBURG,
A municipal corporation

By: ____________________________
    Everett Sickles, Mayor

ATTEST:

______________________________
Amy Brown, Town Clerk

APPROVED AS TO FORM:

______________________________
Gust Rosenfeld PLC
Town Attorneys
By: Trish Stuhan
EXHIBIT 2

BARBER PARCELS LEGAL DESCRIPTION
LEASE AGREEMENT
BETWEEN
THE TOWN OF WICKENBURG
AND
AUTHUR F. AND KAREN B. BARBER

1. PARTIES. This Lease, dated, for reference purposes only, September 4, 2018, is made by and between the Town of Wickenburg, Arizona, a municipal corporation and political subdivision of the State of Arizona (herein called "Landlord") whose address for purposes of notice hereunder is 155 North Tegner, Suite A, Wickenburg, Arizona 85390, and Authur F. and Karen B. Barber (herein called “Tenant”) whose address for purposes of notice hereunder is P.O. Box 3694, Wickenburg, AZ 85358.

2. PREMISES. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord parcel of land located at 505-41-038 Parcel A (herein called "Premises") and more particularly described in Exhibit A attached hereto and made a part hereof.

3. TERM. The term of this Lease shall commence on September 5, 2018 and shall expire upon the earlier of the recordation of a deed conveying the Premises from Landlord to Tenant or the date of notice by Landlord that this Lease is terminated. This Lease may be terminated with or without cause by either Party upon giving written notice to the other.

4. RENT AND SECURITY DEPOSIT. Tenant agrees to pay Landlord as rental, without prior notice or demand, for the Premises of the sum of One Dollar ($1.00) per month. Said rent shall be paid on or before the first day of the month for which the rent is being paid. A security deposit in the amount of Zero Dollars ($0.00) shall be deposited with Landlord to cover costs of cleaning and repair upon termination of this Lease.

5. IMPROVEMENTS AND ALTERATIONS. Tenant may install improvements and alterations to the Premises at Tenant’s expense, only with Landlord’s prior written approval. All improvements and alterations installed or made by Tenant shall be maintained at Tenant’s expense. Further, Tenant shall deliver to Landlord the plans, specifications, names and addresses of contractors, copies of proposed contracts and the necessary permits, all in a form and substance satisfactory to Landlord and furnishing indemnification against liens, costs, and damages as may be reasonably required by Landlord. Tenant understands and agrees that Landlord may terminate this Lease at any time at its discretion and that Tenant proceeds to construct or install any improvements at its risk; Landlord shall have no liability whatsoever for any costs incurred by Tenant for the construction or installation of improvements on the Premises.

5.1. Prior to the expiration or termination of the Lease, Tenant shall, at its expense, remove from the Premises all equipment and materials placed on the Premises by Tenant. Tenant shall not be permitted to leave behind or abandon any equipment or materials without the prior written consent of Landlord. Any permanent structures constructed on the Premises shall become the property of Landlord upon the expiration of the Lease. Tenant shall thereafter supply Landlord with copies of any environmental tests or reports generated in connection with such removal together with the certification from a licensed engineer demonstrating that the Premises are free of contamination.
from any and all hazardous materials on the property or which may have escaped from
equipment on the property.

5.2. Tenant agrees, at its expense, to return the Premises at the conclusion of the Lease
term to Landlord in a condition that is equal to or better than the condition at the
inception of the Lease and free from the presence of pollutants, contaminants and
Regulated Substances which result from Tenant’s use or occupancy of the Premises as
declared below in Paragraph 6 of this Agreement.

6. USE. Tenant shall use the Premises for the construction of a fence and preparatory work for
the use of the Premises for an asphalt and concrete crushing business and a vehicle storage
yard and shall not use or permit the Premises to be used for any other purpose without the
prior written consent of Landlord. No permanent structures shall be constructed or installed
except with the consent of the Landlord pursuant to Paragraph 8. Tenant shall not use or
allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose,
nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant
shall not commit or suffer to be committed any waste in or upon the Premises.

6.1. Tenant recognizes that assuring protection of public health, welfare and the
environment from activities upon the Premises during the Lease Term is an important
consideration for Landlord and during the Lease Term the federal, state and local laws,
rules, regulations and ordinances relating to pollution, protection of the environment,
public health, safety or industrial hygiene (hereinafter referred to as the “Applicable
Laws”) will change. Tenant warrants that throughout the Lease Term, Tenant will
maintain compliance with all Applicable Laws.

6.2. Tenant further warrants, unless disclosed and agreed to by Landlord, that no liquid,
solid, semi-solid or gaseous substances (hereinafter referred to as Regulated
Substances) which are, or during the Lease Term may become, subject to regulation
under Applicable Laws will be used on the Premises. Tenant shall not have on the
Premises any Regulated Substances. Regulated Substances include, but are not
limited to, any and all substances, materials or wastes regulated under the Resource
Conservation and Recovery Act, 43 U.S.C. Section 8909, et. seq.; the Comprehensive
Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601,
et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et. seq.; the
Arizona Hazardous Waste Management Act, A.R.S. Section 49-921, et. seq.; the
Arizona Underground Storage Tank Regulation Act, A.R.S. Section49-101, et. seq.; and
the rules and regulations adopted and guidelines promulgated pursuant to the
Applicable Laws.

6.3. In addition to the other requirements of this section, Tenant shall not release,
discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the
atmosphere, ground, soil, sewer system, surface water or groundwater any substance if
such substance (as reasonably determined by Landlord, or any governmental
authority) does or may pollute or contaminate the same, or may adversely effect (a)
the environment, (b) the health, welfare or safety of persons whether located on the
Premises or elsewhere, or (c) the condition, value, use or enjoyment of the Premises or
any other real or personal property. Tenant has or will timely obtain, maintain and
comply with all provisions of all permits, licenses and other authorizations which are required under the Applicable Laws (hereinafter referred to as the “Permits”).

6.4. Tenant shall immediately notify Landlord, orally and in writing, of any allegations by any governmental authority or other person or entity of any event of non-compliance with the applicable laws or permits of this section. Tenant shall also immediately notify Landlord orally and in writing, of any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with Applicable Laws, Permits or the provisions of this section, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the generation, manufacture, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or Regulated Substance.

6.5. Landlord, or its authorized representative, agent or contractor, shall have the right, upon reasonable notice, to inspect the Premises and to review and copy documents, records, and data maintained by Tenant relating to substances used and stored on the Premises or disposed of, released or otherwise removed from the Premises, in order to assure itself that Tenant is in compliance with the provisions of this Paragraph.

6.6. In addition, Landlord shall have the right, at its expense, to perform periodic environmental inspections as Landlord deems necessary using the services of a qualified and duly licensed environmental engineers approved by Tenant whose approval thereof may not be unreasonably withheld. The said engineers shall conduct such sampling and testing of soils, water, substances and emissions as Landlord deems necessary to assure itself that Tenant is in compliance with the provisions of this Section. In the event the results of the inspection indicate a need for further testing and/or remediation as a result of Tenant’s use of the Premises in order to comply with ADEQ or EPA remediation standards or guidelines, then Tenant hereby agrees to reimburse Landlord for its reasonable inspection costs and to pay for such additional testing and remediation as will be required as a consequence of Tenant’s use of the Premises. Should remediation be required as a consequence of Tenant’s use of Premises, Tenant shall immediately undertake such remediation as is necessary to restore the condition of the Premises and shall diligently pursue such work to completion. Tenant’s failure to timely perform its obligations under this Paragraph shall be considered a material breach of this Lease, and Tenant’s obligations under this Paragraph shall continue beyond the expiration or termination hereof. Nothing in this Paragraph shall constitute a waiver of any right of Tenant, including without limitation, the right to receive contribution from any individual or entity responsible for contamination of any part of the Premises.

6.7. Any instance of non-compliance with Applicable Laws, Permits or the provisions of this Paragraph shall be grounds for immediate termination of this Lease by Landlord.

6.8. To the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless for any and all costs of legally required remediation of
environmental contamination and from any and all claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, arising out of or relating in any way to Tenant’s present or future use of, or activities or operations on or at, the Premises, or arising from or relating to any breach of the provisions of this Paragraph. Tenant also agrees to indemnify and hold Landlord harmless for any and all costs and expenses incurred in connection therewith, including without limitation, any and all attorneys’ and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties related in any way to Tenant’s use of the Premises. These indemnities shall survive the termination of this Lease.

7. COMPLIANCE WITH LAW. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

8. ALTERATIONS AND ADDITIONS. Tenant shall not make any structural or exterior alterations to the Premises without landlord's consent. In making any alterations that Tenant has a right to make, Tenant shall comply with the following:

9.1 Tenant shall submit reasonably detailed final plans and specifications and working drawings of the proposed alterations and the name of its contractor at least thirty (30) days before the date it intends to commence the alterations.

9.2 The alterations shall not be commenced until two days after Landlord has received notice from Tenant stating the date of the installation of the alterations is to commence so that Landlord can post and record an appropriate notice of non-responsibility.

9.3 The alterations shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.

9.4 All alterations shall be completed with due diligence in compliance with the plans and specifications and working drawings and all applicable laws.

9.5 If the estimated cost of the alterations exceeds Five Thousand Dollars ($5,000.00) before the commencement of the alterations, Tenant at its cost shall furnish to Landlord a performance and completion bond issued by an insurance company qualified to do business in Arizona in a sum equal to the cost of the alterations (as determined by the construction
contract between Tenant and its contractor) guaranteeing the completion of the alterations free and clear of all liens and other charges, and in accordance with the plans and specifications.

9.6 The alterations shall be performed in a manner that will not interfere with the quiet enjoyment of the other tenants in the building in which the Premises are located.

Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the Lease, except that Landlord can elect within thirty (30) days before the expiration of the Lease, or within five (5) days after termination of the Lease, to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

If Tenant is not then in default of any provisions of this Lease, Tenant shall have the right to remove from the Premises immediately before the expiration of the term, nor within thirty (30) days after termination of the term, any alterations Tenant has made to the premises, as long as the removal will not cause any structural damage to the Premises, and Tenant at its cost promptly restores any damage cause by the removal.

9. REPAIRS. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair, damage thereto from causes beyond the reasonable control of Tenant and ordinary wear and tear excepted. Tenant shall upon the expiration or sooner termination of this Lease hereof surrender the Premises to Landlord in good condition, ordinary wear and tear and damages from causes beyond the reasonable control of Tenant excepted. Except as specifically provided in an addendum, if any, to this Lease, Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, redecorate or paint the Premises or any part thereof and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Premises or the Building except as specifically herein set forth.

10. LIENS. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times any and all estimated cost of any improvements, additions, or alterations in the Premises, to insure Landlord against any liability for mechanics' and materialman's liens and to insure completion of the work.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof without the written consent of Landlord first had and obtained, which consent shall not be unreasonably withheld, and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or
use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default of this Lease.

12. HOLD HARMLESS. Landlord shall not be responsible or liable for any loss, theft, or damage to property or injury to or death of Tenant or any person on the Premises (or about the Premises due to activities on the Premises), except for Landlord and its agents and assigns, and except for loss, theft or damage to property or injury or death of Tenant or other person which results from Landlord’s negligence, and Tenant agrees to indemnify, defend, and hold Landlord harmless therefrom.

12.1. Tenant agrees that Landlord shall not be liable or responsible for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant, customers, invitees or licensees using or coming onto the Premises. Tenant agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, damages, costs and expenses whatsoever, arising from the use of the Premises by Tenant’s agents, employees, customers, invitees or licensees.

12.2. If any person not a party to this Lease shall institute an action against Tenant which is subject to this indemnity in which Landlord involuntarily and without cause shall be made a party defendant, Tenant shall indemnify and defend Landlord through legal counsel reasonably satisfactory to Landlord and shall save Landlord harmless from all liabilities by reason thereof, including reasonable attorneys’ fees and all costs incurred by Landlord in such action.
13. WAIVER OF SUBROGATION.

13.1. The parties release each other, and their respective authorized representatives from any claims for damage to any person or to the Premises and its improvements, and to the fixtures, personal property that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

13.2. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to that particular insurance involved.

14. LIABILITY INSURANCE. During the entire term hereof, Tenant shall keep in full force and effect a policy of public liability and property damage insurance with respect to the premises and the businesses conducted by Tenant, in which the limits of public liability shall not be less than $1,000,000 per person and $1,000,000 per occurrence, and in which the property damage liability shall not be less than $1,000,000 per occurrence. The policy shall name Landlord as an additional insured, and shall contain a clause that the insurance company will not cancel or materially change the insurance without giving Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company with an authorized to do business in the State of Arizona and a copy of the policy or certificate of insurance shall be delivered to Landlord.

15. SERVICES AND UTILITIES. Tenant shall pay before delinquent all water and sewer, gas, electricity, telephone, materials and services which may be furnished to or used in or about the Premises during the term of this Lease. Landlord shall not be liable for, and Tenant shall not be entitled to, any reduction of rental by reason of Landlord's failure to furnish any utility services when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar called beyond the reasonable control of Landlord. Landlord shall not be liable under any circumstances for a loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the utility services.
16. **PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and personal property located in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and personal property shall be assessed and taxed with the Premises, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

17. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

18. **ENTRY BY LANDLORD.**

18.1. Landlord reserves and shall at any reasonable time have the right to enter the Premises, inspect the same, supply service to be provided by Landlord to Tenant hereunder, to submit said Premises to prospective purchasers or tenants and to post notices of non-responsibility. Tenant hereby waives any claim for damages or for any injury or inconvenience to quiet enjoyment of the Premises, and any other loss occasioned thereby. Tenant shall provide landlord keys to any structures erected on the Premises.

18.2. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs of the Premises, of improvements and property of Tenant. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage.

19. **DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

19.1. The vacating or abandonment of the Premises by Tenant.

19.2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.

19.3. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph 19.2. above where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
19.4. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

20. LANDLORD'S REMEDIES IN DEFAULT.

20.1. In the event of any such material default or breach by Tenant, Landlord shall give Tenant notice of intention to cancel this Lease at the expiration of five (5) days from the date of service of said notice. At the expiration of said five days, if Tenant has not cured the default or breach, the term of this Lease shall expire. Said notice shall contain a statement of the facts constituting the default or breach by Tenant. Upon the expiration of the five (5) days, Landlord may:

20.2. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of (a) taking possession of the Premises and recovering from Tenant the amount specified in this Paragraph, or (b) proceeding under the provisions of the following Paragraph 20.3.

20.3. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under the Lease, including the right to recover the rent as it becomes due hereunder.

20.4. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decision of the state in which the Premises are located.
21. TENANT'S REMEDIES AND DEFAULT.

21.1. Landlord shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the default cannot reasonably be cured within thirty (30) days after notice of the default has been given by Tenant to Landlord. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to carry out the default within the 30-day period and diligently and in good faith commences to cure the default.

21.2. Tenant, at any time after Landlord defaults, can cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due immediately from Landlord to Tenant at the time the sum is paid, and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this Paragraph, Tenant shall have the right to withhold from future rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it.

22. OFFSET STATEMENT. Tenant shall at any time and from time to time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part may rely upon any such statement.

23. GENERAL PROVISIONS.

23.1. Plats and Riders. Clauses, plats and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.

23.2. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

23.3. Notices. All notices and demands that may or are to be required or permitted to be fixed by either party to the other hereunder shall be in writing. All notices and demands by Landlord to Tenant shall be sent by United States mail, postage prepaid, addressed to Tenant at the Premises, or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to
Landlord shall be sent by United States mail, postage prepaid, addressed to Landlord at the office of the Building, or to such other person or place as Landlord may from time to time designate in a notice to Tenant.

23.4. Marginal Headings. The marginal headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

23.5. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

23.6. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

23.7. Recordation. Neither Landlord nor Tenant shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.

23.8. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

23.9. Inability to Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God or any other cause beyond the reasonable control of Landlord.

23.10. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorneys' fees.

23.11. Sale of Premises by Landlord. In the event of any sale of the Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
23.12. Subordination, Attornment. Upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any first mortgage, or first deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the land and Building of which the Premises is a part, and upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

23.13. The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

23.14. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

23.15. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.


The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

Landlord Tenant

By____________________________ By____________________________

Everett Sickles, Mayor

ATTEST:

___________________________
Amy Brown, Town Clerk

APPROVED AS TO FORM:

____________________________
Gust Rosenfeld PLC Town Attorneys

By: _________________________
PARCEL A:

THAT PORTION OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA AND FURTHER DESCRIBED AS MEASURED:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, A B.L.M. BRASS CAP STAMPED “S6, S5, S7, S8, 1969” BEARING NORTH 89 DEGREES 25 MINUTES 08 SECONDS WEST A DISTANCE OF 2668.45 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 8, A B.L.M. BRASS CAP STAMPED “1/4 5–8 1969”;

THENCE SOUTH 89 DEGREES 25 MINUTES 08 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 697.53 FEET TO A 1/2” REBAR WITH ALUMINUM CAP AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 1970.92 FEET TO SAID NORTH QUARTER CORNER OF SECTION 8, SAID CORNER BEARING NORTH 89 DEGREES 24 MINUTES 14 SECONDS WEST A DISTANCE OF 2669.69 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 8, A B.L.M. BRASS CAP STAMPED “S5, S4, S8, S9 1969”;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 8, SOUTH 89 DEGREES 24 MINUTES 14 SECONDS EAST A DISTANCE OF 143.09 FEET TO A 1/2” REBAR WITH ALUMINUM CAP STAMPED “PLS37793”;

THENCE SOUTH 28 DEGREES 48 MINUTES 51 SECONDS WEST A DISTANCE OF 213.67 FEET TO A 1/2” REBAR WITH ALUMINUM CAP STAMPED “PLS37793”;

THENCE SOUTH 67 DEGREES 26 MINUTES 58 SECONDS WEST A DISTANCE OF 383.00 FEET TO A 1/2” REBAR WITH ALUMINUM CAP STAMPED “PLS37793”;

THENCE SOUTH 54 DEGREES 07 MINUTES 58 SECONDS WEST A DISTANCE OF 500.00 FEET TO A 1/2” REBAR WITH ALUMINUM CAP STAMPED “PLS37793”;

THENCE SOUTH 77 DEGREES 58 MINUTES 40 SECONDS WEST A DISTANCE OF 44.00 FEET TO A 1/2” REBAR WITH ALUMINUM CAP STAMPED “PLS37793”;

THENCE SOUTH 56 DEGREES 08 MINUTES 33 SECONDS WEST A DISTANCE OF 179.00 FEET TO A 1/2” REBAR WITH ALUMINUM CAP STAMPED “PLS37793”;

(CONTINUED NEXT PAGE)
PARCEL A (CONTINUED):

THENCE SOUTH 66 DEGREES 18 MINUTES 06 SECONDS WEST A DISTANCE OF 222.81 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "PLS37793";

THENCE NORTH 22 DEGREES 33 MINUTES 29 SECONDS WEST A DISTANCE OF 500.00 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "PLS37793";

THENCE NORTH 53 DEGREES 28 MINUTES 10 SECONDS WEST A DISTANCE OF 117.00 FEET TO A 1/2 REBAR WITH ALUMINUM CAP STAMPED "PLS37793";

THENCE SOUTH 86 DEGREES 42 MINUTES 40 SECONDS WEST A DISTANCE OF 384.00 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "PLS37793";

THENCE NORTH 28 DEGREES 59 MINUTES 48 SECONDS WEST A DISTANCE OF 386.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.6 ACRES +/-

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**EXHIBIT "A"**

**NEW PARCEL "A"**

| SURVEYOR: KOS | JOB NO: 18231 |
| CHECKED: JVS  | DATE: 07/13/2018 |
| SCALE: NTS    | PAGE 2 OF 2     |

Prepared By:
82Bravo, LLC
579 W Wickenburg Way
Suite #2
Wickenburg, Arizona 85390
Arthur and Karen Barber Parcels

Parcel 1 – 505-09-048H


Parcel 2 – 505-09-048F

BEG NE COR OF DUNKIN PAR S 19D 55M E ALG E LN TH/ OF 15.92F TR POB WLY 102F S 19D 55M E 206.03F ELY 102F N 19D 55W 206.03F POB EX N 15F TH/OF
Common Council Regular Meeting

Meeting Date: 09/04/2018
Item Requested By: Amy Brown, Town Clerk
Staff Contact: Susan Goodwin
Contact Phone Number: 928-668-0518
Type of Agenda Item: Direction to Staff, New Business

STRATEGIC PLAN
This project addresses the below Priority Area(s) and relates to the listed Specific Initiative(s):
Not Applicable

AGENDA ITEM:
Discussion Regarding Adding a Provision to Town Contracts that Entities who Contract with the Town are Prohibited from Participating in Political Activities Related to Town Elections - Susan Goodwin, Town Attorney

BACKGROUND INFORMATION:
This item was requested by Council Member Band and seconded by Mayor Sickles at the August 6th Town Council meeting.

SUGGESTED MOTION:
Discussion and Possible Direction to Staff

Form Review
Form Started By: Amy Brown
Final Approval Date: 08/28/2018
Started On: 08/28/2018 08:04 AM