



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, June 24, 2014
6:00 P.M.

Council Chambers
202 N. State Route 89
Chino Valley, Arizona

AGENDA

- 1) **CALL TO ORDER, INVOCATION; PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2) **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a) Town Council and Chino Valley Chamber of Commerce appreciation of businesses that applied for a new business license in the months of March and April 2014. Also, appreciation of long-standing business, Yavapai Title of Chino Valley. (Cecilia Watts, General Services Director)
- b) Dan Jackson presentation on Connection fees. (Ron Grittman, Public Works Director)

- 3) **CALL TO THE PUBLIC**

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

- 4) **RESPONSE TO THE PUBLIC**

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

- a) Road grading schedule on Aztec between Road 1 North and Road 2 North.
- b) Complete, comprehensive, and accurate explanation of the 10.8 million dollar waste water expenditures.

- c) Discussion about revenue bond, explanation to Town's people what a revenue bond for the water and sewer would be, how it works, and the possibility of a Revenue Bond being on the November ballot.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

- a) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

6) **CONSENT AGENDA**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a) Consideration and possible action to appoint applicants to fill vacancies on the Chino Valley Roads and Streets Committee as recommended by the Appointments Subcommittee. (Liz Hart, Deputy Town Clerk)

Recommended Action: To appoint Robert Johan and James Miller to the Roads and Streets Committee as recommended by the Appointments Subcommittee.

- b) Consideration and possible action to to approve the Indigent Legal Services Contract with Bryan Purcell to provide legal defense services for indigent defendants in Chino Valley Municipal Court. (Ronda Apolinar, Court Administrator)

Recommended Action: Approve the Indigent Legal Service Contract with Bryan Purcell in the amount of \$15000.00 to provide legal defense services for indigent defendants in Chino Valley Municipal Court.

- c) Consideration and possible action to approve the First Amendment to the Lease Agreement between the Town of Chino Valley and Yavapai Community College which renews the current lease to extend it through April 18, 2025. (Cecilia Watts, General Services Director)

Recommended Action: Move to approve the First Amendment to the Lease Agreement between the Town of Chino Valley and Yavapai Community College which renews the current lease to extend it through April 18, 2025.

- d) Consideration and possible action to amend the regular meeting agenda format by moving Executive Session after the Action Items. (Vice-Mayor Croft; Councilmember Best)

Recommended Action: Direction to Staff

- e) Council will recess to observe Councilmember Turner's birthday.

7) **EXECUTIVE SESSION**

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a Settlement and Release Agreement with Fann Contracting, Inc. related to the construction of the wastewater treatment plant and for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding an Asset Purchase Agreement and Escrow Instructions Agreement with the City of Prescott related to the acquisition of certain water delivery facilities. (Robert Smith, Town Manager)
- b) An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (7) for discussion or consultation for legal advice with the Town Attorney regarding right of way easement along the proposed extension of Road 1 East and for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located along the proposed extension of Road 1 East between Road 4 South and Kalinich and to consider a proposal from property owner Steven Chontos related to Yavapai County Assessor's Parcel Number 102-01-223E, one of the properties located within the project boundaries.. (Councilmember Wojcik; Councilmember Hatch)

8) **ACTION ITEMS**

- a) Consideration and possible action to discuss the proposed General Obligation Bond election language. (Robert Smith, Town Manager)

Recommended Action: Confer and provide feedback and input to staff regarding development of language and materials for the proposed ballot measure.

- b) Consideration and possible action to approve changes to Town of Chino Valley, Personnel Policy, dated 9/12/2002, Policy No. 710, "Holidays," effective 7/1/2014. (Cecilia Watts, General Services Director)

Recommended Action: Move to approve changes to Town of Chino Valley, Personnel Policy, dated 9/12/2002, Policy No. 710, "Holidays," effective 7/1/2014.

- c) Consideration and possible action to approve the memorandum understanding with Unisource Energy Services and approve an amount not to exceed \$25,534.56 from the current fiscal year and \$98,960.64 from FY 14/15. (Richard Straub, Sr Engineer Project Manager)

Recommended Action: Move to approve the memorandum understanding with Unisource Energy Services and approve an amount not to exceed \$25,534.56 from the current fiscal year and \$98,960.64 from FY 14/15.

- d) PUBLIC HEARING and consideration and possible action to approve Resolution No. 14-1039 adopting a Final Budget for fiscal year 2014-2015, and proposed expenditure limitation for the same year, in the amount of \$29,966,774, which includes the statements and estimates of expenses of the Chino Valley Street Lighting Improvement Districts. (Joe Duffy, Finance Director)

Recommended action: (1) Hold public hearing; and (2) Approve Resolution No. 14-1039 adopting a Final Budget and proposed expenditure limitation for fiscal year 2014-2015 in the amount of \$29,966,774

- e) Consideration and possible action to to amend the Unified Development Ordinance (UDO) to regulate the manner and placement of Assisted Living Facilities, Assisted Living Homes, Recovery Homes, and related special purpose residences. (Ruth Mayday, Planner)

Recommended Action: Approval of the proposed text amendments to Section 2 Definitions, and Sections 3.5 through 3.11, Sections 3.13 and 3.15, for the purposes of regulating the manner and placement of Sober Homes, Assisted Living Centers, and Assisted Living Homes.

9) **ADJOURNMENT**

Dated this 19th day of June, 2014.

By: ***Liz Hart, Deputy Town Clerk***

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 1-(800) 347-1695 (Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _____ Time: _____ By: _____
Liz Hart, Deputy Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **2. a.**

Meeting Date: 06/24/2014
Contact Person: Cecilia Watts, General Services Director
Phone: 928-636-2646 x-1202
Department: General Services
Item Type: Action-Presentation
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N / A

AGENDA ITEM TITLE:

Town Council and Chino Valley Chamber of Commerce appreciation of businesses that applied for a new business license in the months of March and April 2014. Also, appreciation of long-standing business, Yavapai Title of Chino Valley. (Cecilia Watts, General Services Director)

SITUATION & ANALYSIS:

The Town and the Chamber invite new businesses to introduce their businesses and themselves to the community. The Business Appreciation Program recognizes businesses from March and April 2014.

Attachments

Mar / April 2014 businesses

Business Name	Mailing Address 1	Mailing City	State	Zip
NEIGHBORS GARAGE	980 S STATE ROUTE 89	CHINO VALLEY	AZ	86323
ARROWMAKER ROCK SHOP	3225 N STATE ROUTE 89	CHINO VALLEY	AZ	86323
AZ DEFENSIBLE SPACE	1143 BRENTWOOD WAY	CHINO VALLEY	AZ	86323
MOUNTAIN EARTH TECHNOLOGIES, LLC	1054 COPPER BASIN ROAD	PRESCOTT	AZ	86303
REIKI 4 PAWS	437 GALLOWAY DRIVE	CHINO VALLEY	AZ	86323
MOONDANCE PROMOTIONAL PRODUCTS	1218 N. STATE ROUTE 89 #11	CHINO VALLEY	AZ	86323
WARRIOR MASSAGE	PO BOX 638	CHINO VALLEY	AZ	86323
HORIZON GENERAL CONTRACTORS, INC	7315 W. ELIZABETH LANE	FORT WORTH	TX	76116
COWBOY'S SWEETHEART	388 BUTTERFIELD ROAD	CHINO VALLEY	AZ	86323
ABC MINI STORAGE OF CHINO VALLEY, LLC	PO BOX 5101	CHINO VALLEY	AZ	86323
AZ GRASS RAISED dba NATURES FED	PO BOX 519	CAMP VERDE	AZ	86322
BUJINKAN JINSEI DOJO	2215 CONSTELLATION DRIVE	CHINO VALLEY	AZ	86323
KOYUK GENERAL CONTRACTORS INC	7251 E. LOBO WAY	PRESCOTT VALLEY	AZ	86314
L.C. AUTO & TRUCK REPAIR	990 N STATE ROUTE 89 SUITE D	CHINO VALLEY	AZ	86323
PUROCLEAN DISASTER RESPONSE	7760 E. STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314
TWO BITES BAKERY	912 W CENTER STREET	CHINO VALLEY	AZ	86323
ELSEA PLUMBING INC	PO BOX 3670	PRESCOTT	AZ	86302
G. SALISBURY & ASSOC., INC	17451 E. PURPLE SAGE TRAIL	DEWEY	AZ	86327
ABC RESTORATION LLC	PO BOX 1190	CHINO VALLEY	AZ	86323
ABC RESTORATION LLC	PO BOX 1190	CHINO VALLEY	AZ	86323
SUSAN CORNELL dba CHINO VALLEY CMT	585 DUENO DRIVE	CHINO VALLEY	AZ	86323
J & E ARIZONA GREENHOUSE LLC	2735 E. SOUTHERN AVENUE	PHOENIX	AZ	85040
TREASURE TROVE RESALE SHOPPE	PO BOX 1699	CHINO VALLEY	AZ	86323



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **2. b.**

Meeting Date: 06/24/2014
Contact Person: Ron Grittmann, Town Engineer
Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Presentation Only
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Dan Jackson presentation on Connection fees. (Ron Grittmann, Public Works Director)

SITUATION & ANALYSIS:

See attached..

Attachments

Connection fees



Town of Chino Valley

Comprehensive Water/Wastewater Financial Analysis

Buy In Fee Analysis

economists.com



June 2014



Introduction and Purpose

- ◆ Council has been evaluating the most appropriate means of financing system acquisitions and Highway 89 expansion
- ◆ Alternatives included funding with revenue bonds (which require significant rate adjustments) or with GO/Tax bonds (which allow rates to remain at current levels for several years)
- ◆ Each rate plan alternative relies upon revenue from Buy-In fees to fund overall revenue requirement
- ◆ Purpose of presentation: to analyze the impact on proposed rate plan of limiting or eliminating Buy-In Fees



Average Monthly Residential Water/WW Charges

	7,500 Water	5,000 WW	Total
Chino Valley	\$ 36.48	\$ 58.31	\$ 94.79
State Average	<u>38.14</u>	<u>30.74</u>	<u>68.88</u>
Difference	(1.66)	27.57	25.91

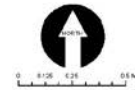


Account Growth Assumptions

	Water			Wastewater		
	New	Total	Percent Inc	New	Total	Percent Inc
Current Accounts		553			1,674	
Annual New Accts:						
2014	5	558	0.9%	5	1,679	0.3%
2015	11	569	2.0%	11	1,690	0.7%
2016 Prescott/Wilhoit	944	1,513	165.9%	11	1,701	0.7%
2017	75	1,588	5.0%	75	1,776	4.4%
2018	75	1,663	4.7%	97	1,873	5.5%
2019	42	1,705	2.5%	64	1,937	3.4%
2020	31	1,736	1.8%	53	1,990	2.7%
2021	31	1,767	1.8%	31	2,021	1.6%
2022	31	1,798	1.8%	31	2,052	1.5%



TOWN OF CHINO VALLEY GENERAL OBLIGATION BOND REFERENCE MAP



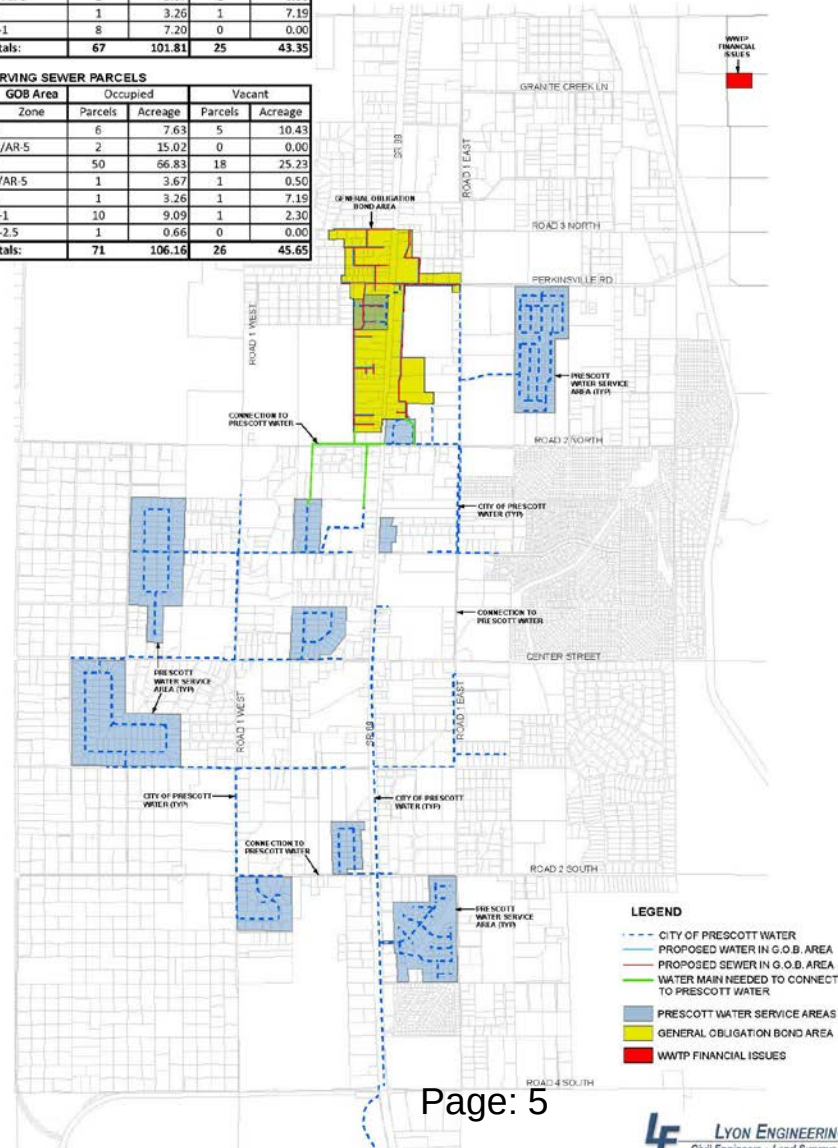
SERVING WATER PARCELS

GOB Area	Occupied		Vacant	
	Parcels	Acreage	Parcels	Acreage
CH	6	7.63	5	10.43
CH/AR-5	2	15.02	0	0.00
CL	49	65.03	18	25.23
CL/AR-5	1	3.67	1	0.50
PL	1	3.26	1	7.19
SR-1	8	7.20	0	0.00
Totals:	67	101.81	25	43.35

CITY OF PRESCOTT WATER: \$4.20 M
WASTE WATER TREATMENT PLANT: \$3.03 M
GENERAL OBLIGATION AREA: \$6.27 M
TOTAL: \$13.50 M

SERVING SEWER PARCELS

GOB Area	Occupied		Vacant	
	Parcels	Acreage	Parcels	Acreage
CH	6	7.63	5	10.43
CH/AR-5	2	15.02	0	0.00
CL	50	66.83	18	25.23
CL/AR-5	1	3.67	1	0.50
PL	1	3.26	1	7.19
SR-1	10	9.09	1	2.30
SR-2.5	1	0.66	0	0.00
Totals:	71	106.16	26	45.65





Forecast Capital Improvement Plan

Capital Improvement Plan

Prescott Purchase/Interconnection	\$ 4,145,000
Wilhoit Water System Purchase	100,000
Purchase of WWTP from Fann	3,030,000
Hwy 89 Areas 1A-2 Distribution Lines - Water	3,112,500
Hwy 89 Areas 1A-2 Collection Lines - WW	<u>3,112,500</u>
Total	13,500,000



Scenarios Analyzed

- ◆ **Scenario 1** – Current Rate Plan
- ◆ **Scenario 2** – Rate Plan using GO Bonds
- ◆ **Scenario 3** – Scen 2 plus No Buy-In Fees Assessed for Bond Area Connections
- ◆ **Scenario 4** – Scen 2 plus No Buy-In Fees Assessed Town-Wide





Scenario 1 -- Current Rate Plan Forecast Cost of Service

	2014	2015	2016	2017	2018
Water Utility					
Personnel/Operating	\$ 624,177	\$ 642,724	\$ 768,444	\$ 806,175	\$ 872,512
Capital Outlays/Reserves	96,160	96,201	246,242	246,306	246,372
Debt Service	72,458	71,389	70,298	631,176	634,651
Less Carryover	-	-	-	-	-
Less Buy-in/Non Rate Revs	(410,610)	(458,610)	(477,477)	(458,610)	(597,477)
Total	382,185	351,704	607,508	1,225,047	1,156,059
Wastewater Utility					
Personnel/Operating	903,127	916,083	719,787	728,289	752,676
Capital Outlays/Reserves	219,894	219,894	369,894	369,894	369,894
Debt Service	722,814	722,814	722,814	1,284,953	1,284,953
Less Carryover	(450,000)	(300,000)	(150,000)	-	-
Less Buy-in/Non Rate Revs	(234,920)	(270,920)	(274,940)	(772,070)	(866,090)
Total	1,160,916	1,287,872	1,387,556	1,611,066	1,541,433



Current Rate Plan

Annual Rates

	Effective Jan-14	Effective Jan-15	Effective Jan-16	Effective Jan-17	Effective Jan-18
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SCENARIO: 2014 06 24 -- Scen 1 -- Current Rate Plan

Water Rates -- Residential

Min Chg -- 3/4" Meter	\$	5.13	\$	5.29	\$	5.45	\$	5.61	\$	5.78
Volume Rate Per 1,000 Gal										
- 8,000		4.18		4.31		4.43		4.57		4.70
8,001 20,000		5.23		5.39		5.55		5.72		5.89
20,001 Above		7.32		7.54		7.77		8.00		8.24

Wastewater Rates -- Residential

Monthly Charge	58.31	64.14	70.55	79.02	81.39
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Current Rate Plan

Impact on Monthly Charges – 7,500 Gal

	Effective Jan-14	Effective Jan-15	Effective Jan-16	Effective Jan-17	Effective Jan-18
Residential Monthly Water/WWBill -- 7,500 Gal					
1-Current Rate Plan	\$ 94.79	\$ 101.72	\$ 109.26	\$ 118.89	\$ 122.45
Increase		6.93	7.54	9.63	3.57
2-GO Bonds					
Increase					
3-GO Bonds/No BIF in Bond Area					
Increase					
4-GO Bonds/No BIF Town-Wide					
Increase					



Scenario 2 – GO Bonds

Forecast Cost of Service

	2014	2015	2016	2017	2018
Water Utility					
Personnel/Operating	\$ 624,177	\$ 642,724	\$ 768,444	\$ 806,175	\$ 872,512
Capital Outlays/Reserves	96,160	96,201	246,242	246,306	246,372
Debt Service	72,458	71,389	70,298	69,038	72,513
Less Carryover	-	-	-	-	-
Less Buy-in/Non Rate Revs	(410,610)	(458,610)	(477,477)	(458,610)	(597,477)
Total	382,185	351,704	607,508	662,908	593,920
Wastewater Utility					
Personnel/Operating	903,127	916,083	719,787	728,289	752,676
Capital Outlays/Reserves	219,894	219,894	369,894	369,894	369,894
Debt Service	722,814	722,814	722,814	722,814	722,814
Less Carryover	(450,000)	(300,000)	(150,000)	-	-
Less Buy-in/Non Rate Revs	(234,920)	(270,920)	(270,920)	(696,920)	(786,920)
Total	1,160,916	1,287,872	1,391,576	1,124,078	1,058,465



Scenario 2

Residential Rate Recommendations

	Effective Jan-14	Effective Jan-15	Effective Jan-16	Effective Jan-17	Effective Jan-18
SCENARIO: 2014 06 24 - 2 - GO Bonds					
Water Rates -- Residential					
Min Chg -- 3/4" Meter	\$ 5.13	\$ 5.13	\$ 5.13	\$ 5.13	\$ 5.13
Volume Rate Per 1,000 Gal					
- 8,000	4.18	4.18	4.18	4.18	4.18
8,001 20,000	5.23	5.23	5.23	5.23	5.23
20,001 Above	7.32	7.32	7.32	7.32	7.32
Wastewater Rates -- Residential					
Monthly Charge	58.31	58.31	58.31	58.31	58.31



Scenario 2 -- Residential Monthly Water/Wastewater Charges

	Effective Jan-14	Effective Jan-15	Effective Jan-16	Effective Jan-17	Effective Jan-18
Residential Monthly Water/WWBill -- 7,500 Gal					
1-Current Rate Plan	\$ 94.79	\$ 101.72	\$ 109.26	\$ 118.89	\$ 122.45
Increase		6.93	7.54	9.63	3.56
2-GO Bonds	94.79	94.79	94.79	94.79	94.79
Increase		-	-	-	-
3-GO Bonds/No BIF in Bond Area					
Increase					
4-GO Bonds/No BIF Town-Wide					
Increase					



Scenario 3 – GO Bonds/No BIF in Bond Area

Forecast Cost of Service

	2014	2015	2016	2017	2018
Water Utility					
Personnel/Operating	\$ 624,177	\$ 642,724	\$ 768,444	\$ 806,175	\$ 872,512
Capital Outlays/Reserves	96,160	96,201	246,242	246,306	246,372
Debt Service	72,458	71,389	70,298	69,038	72,513
Less Carryover	-	-	-	-	-
Less Buy-in/Non Rate Revs	(410,610)	(458,610)	(477,477)	(458,610)	(597,477)
Total	382,185	351,704	607,508	662,908	593,920
Wastewater Utility					
Personnel/Operating	903,127	916,083	719,787	728,289	752,676
Capital Outlays/Reserves	219,894	219,894	369,894	369,894	369,894
Debt Service	722,814	722,814	722,814	722,814	722,814
Less Carryover	(450,000)	(300,000)	(150,000)	-	-
Less Buy-in/Non Rate Revs	(234,920)	(270,920)	(274,940)	(270,920)	(364,940)
Total	1,160,916	1,287,872	1,387,556	1,550,078	1,480,445



Scenario 3

Residential Rate Recommendations

	Effective Jan-14	Effective Jan-15	Effective Jan-16	Effective Jan-17	Effective Jan-18
SCENARIO: 2014 06 24 - 3 - GO Bonds/No BIF in Bond Area					
Water Rates -- Residential					
Min Chg -- 3/4" Meter	\$ 5.13	\$ 5.13	\$ 5.13	\$ 5.13	\$ 5.13
Volume Rate Per 1,000 Gal					
- 8,000	4.18	4.18	4.18	4.18	4.18
8,001 20,000	5.23	5.23	5.23	5.23	5.23
20,001 Above	7.32	7.32	7.32	7.32	7.32
Wastewater Rates -- Residential					
Monthly Charge	58.31	58.31	64.14	67.35	67.35



Scenario 3 -- Residential Monthly Water/Wastewater Charges

	Effective Jan-14	Effective Jan-15	Effective Jan-16	Effective Jan-17	Effective Jan-18
Residential Monthly Water/WWBill -- 7,500 Gal					
1-Current Rate Plan	\$ 94.79	\$ 101.72	\$ 109.26	\$ 118.89	\$ 122.45
Increase	6.00	6.93	7.54	9.63	3.56
2-GO Bonds	94.79	94.79	94.79	94.79	94.79
Increase	-	-	-	-	-
3-GO Bonds/No BIF in Bond Area	94.79	94.79	100.62	103.83	103.83
Increase	-	-	5.83	3.21	-
4-GO Bonds/No BIF Town-Wide					
Increase					



Scenario 4 – GO Bonds/No Buy-In Fees

Forecast Cost of Service

	2014	2015	2016	2017	2018
Water Utility					
Personnel/Operating	\$ 624,177	\$ 642,724	\$ 768,444	\$ 806,175	\$ 872,512
Capital Outlays/Reserves	96,160	96,201	246,242	246,306	246,372
Debt Service	72,458	71,389	70,298	69,038	72,513
Less Carryover	-	-	-	-	-
Less Buy-in/Non Rate Revs	(370,610)	(370,610)	(370,610)	(370,610)	(370,610)
Total	422,185	439,704	714,374	750,908	820,786
Wastewater Utility					
Personnel/Operating	903,127	916,083	719,787	728,289	752,676
Capital Outlays/Reserves	219,894	219,894	369,894	369,894	369,894
Debt Service	722,814	722,814	722,814	722,814	722,814
Less Carryover	(450,000)	(300,000)	(150,000)	-	-
Less Buy-in/Non Rate Revs	(204,920)	(204,920)	(204,920)	(204,920)	(204,920)
Total	1,190,916	1,353,872	1,457,576	1,616,078	1,640,465



Scenario 4

Residential Rate Recommendations

	Effective Jan-14	Effective Jan-15	Effective Jan-16	Effective Jan-17	Effective Jan-18
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SCENARIO: 2014 06 24 - 4 - GO Bonds/No BIF Town-Wide

Water Rates -- Residential

Min Chg -- 3/4" Meter	\$ 5.13	\$ 5.39	\$ 5.39	\$ 5.39	\$ 5.39
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Volume Rate Per 1,000 Gal

- 8,000	4.18	4.39	4.39	4.39	4.39
8,001 20,000	5.23	5.49	5.49	5.49	5.49
20,001 Above	7.32	7.69	7.69	7.69	7.69

Wastewater Rates -- Residential

Monthly Charge	58.31	62.68	68.95	72.40	72.40
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Scenario 4 -- Residential Monthly Water/Wastewater Charges

	Effective Jan-14	Effective Jan-15	Effective Jan-16	Effective Jan-17	Effective Jan-18
Residential Monthly Water/WWBill -- 7,500 Gal					
1-Current Rate Plan	\$ 94.79	\$ 101.72	\$ 109.26	\$ 118.89	\$ 122.45
Increase		6.93	7.54	9.63	3.56
2-GO Bonds	94.79	94.79	94.79	94.79	94.79
Increase		-	-	-	-
3-GO Bonds/No BIF in Bond Area	94.79	94.79	100.62	103.83	103.83
Increase		-	5.83	3.21	-
4-GO Bonds/No BIF Town-Wide	94.79	100.99	107.26	110.70	110.70
Increase		6.20	6.27	3.45	-



Presentation Summary

- ◆ Addition of Prescott, Wilhoit and Highway 89 accounts are forecast to ease the magnitude of future rate adjustments
- ◆ Use of GO/Tax debt is forecast to enable Town to eliminate rate adjustments for at least 4-5 years
- ◆ Reduction or elimination of Buy-In fees will result in a loss of revenue that must be made up by additional rate adjustments





Presentation Summary

Next Steps

- ◆ Evaluate each rate option presented today and in April
- ◆ Choose most appropriate rate plan
- ◆ Update cost of service model and proposed rate plan under chosen parameters prior to implementation to ensure most up to date information included in calculation





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. a.

Meeting Date: 06/24/2014
Contact Person: Liz Hart, Town Clerk Assistant/Records Technician
 Phone: 928-636-2646 x-1210
Department: Town Clerk
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to fill vacancies on the Chino Valley Roads and Streets Committee as recommended by the Appointments Subcommittee.

RECOMMENDED ACTION:

To appoint Robert Johan and James Miller to the Roads and Streets Committee as recommended by the Appointments Subcommittee.

SITUATION AND ANALYSIS:

The Roads and Streets Committee has three vacancies expiring June 30, 2014. The Council Appointments Subcommittee met on June 5, 2014 to interview Robert Johan and James Miller for the Roads and Streets Committee.

The Council Appointments Subcommittee's recommendations are to appoint Robert Johan and James Miller to the Roads and Streets Committee.

Fiscal Impact

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. b.**

Meeting Date: 06/24/2014
Contact Person: Ronda Apolinar, Court Coordinator
 Phone: 928-636-2646 x-1289
Department: Municipal Court
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: Chino Valley Municipal Court

AGENDA ITEM TITLE:

Consideration and possible action to approve the Indigent Legal Services Contract with Bryan Purcell to provide legal defense services for indigent defendants in Chino Valley Municipal Court.

RECOMMENDED ACTION:

Approve the Indigent Legal Service Contract with Bryan Purcell in the amount of \$15000.00 to provide legal defense services for indigent defendants in Chino Valley Municipal Court.

SITUATION AND ANALYSIS:

The Town and the Chino Valley Municipal Court in and for the County of Yavapai have determined that execution of Indigent Legal Service Agreements with attorney is an appropriate method to provide legal services to indigent defendants in cases arising pursuant to Rule 6.1 of the Rules of Criminal Procedure for Arizona, and for certain other types of legal proceedings.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-45-5212
Available: 15000.00
Funding Source:
 Professional Services Line Item

Attachments

Rule 6.1 of the Rule sof Criminal Procedure
14-15 Indigent Contract



Welcome to the online source for the Arizona Court Rules

16A A.R.S. Rules Crim.Proc., Rule 6.1

Rule 6.1. Rights to counsel; waiver of rights to counsel

16A A.R.S. Rules Crim.Proc., Rule 6.1

Arizona Revised Statutes Annotated Currentness

Rules of Criminal Procedure

III. Rights of Parties

Rule 6. Attorneys, Appointment of Counsel

→Rule 6.1. Rights to counsel; waiver of rights to counsel

a. Right to be Represented by Counsel. A defendant shall be entitled to be represented by counsel in any criminal proceeding, except in those petty offenses such as traffic violations where there is no prospect of imprisonment or confinement after a judgment of guilty. The right to be represented shall include the right to consult in private with an attorney, or the attorney's agent, as soon as feasible after a defendant is taken into custody, at reasonable times thereafter, and sufficiently in advance of a proceeding to allow adequate preparation therefor.

b. Right to Appointed Counsel. An indigent defendant shall be entitled to have an attorney appointed to represent him or her in any criminal proceeding which may result in punishment by loss of liberty and in any other criminal proceeding in which the court concludes that the interests of justice so require.

c. Waiver of Rights to Counsel. A defendant may waive his or her rights to counsel under (a) and (b), in writing, after the court has ascertained that he or she knowingly, intelligently and voluntarily desires to forego them. When a defendant waives his or her rights to counsel, the court may appoint an attorney to advise him or her during any stage of the proceedings. Such advisory counsel shall be given notice of all matters of which the defendant is notified.

d. Unreasonable Delay in Retaining Counsel. If a non-indigent defendant, or an indigent defendant who has refused appointed counsel in order to retain private counsel, appears without counsel at any proceeding after having been given a reasonable opportunity to retain counsel, the court may proceed with the matter, with or without securing a written waiver or appointing counsel under section (c) to advise the defendant during the proceeding.

e. Withdrawal of Waiver. A defendant may withdraw a waiver of his or her rights to counsel at any time. The defendant will not be entitled to repeat any proceeding previously held or waived solely on the grounds of the subsequent appointment or retention of counsel.

CREDIT(S)

Amended May 7, 1975, effective Aug. 1, 1975; July 28, 1993, effective Dec. 1, 1993.

COMMENT

Rule 6.1(a). This section entitles the defendant to the aid of counsel during all phases of the criminal process from an arrest or grand jury proceeding and initial appearance through a preliminary hearing and competency hearing, if any, trial or plea, sentencing hearing, sentencing, appeal, post conviction proceeding, and probation revocation.

Rule 6.1(b). This provision is adopted from Gideon v. Wainwright, 83 S.Ct. 792, 372 U.S. 335, 9

L.Ed.2d 799, 93 A.L.R.2d 733 (1963), on remand 153 So.2d 299; Argersinger v. Hamlin, 92 S.Ct. 2006, 407 U.S. 25, 32 L.Ed.2d 530 (1972); ABA, Standards Relating to Providing Defense Services, § 4.1 (Approved Draft, 1968) and Burrage v. Superior Court In and For Mohave County, 105 Ariz. 53, 459 P.2d 313 (1969).

Counsel may be appointed at any point in the proceedings.

Rule 6.1(c). Section (c) provides the standards for waiver of the rights to counsel, applicable throughout these rules. It adopts the constitutional standard set down in Johnson v. Zerbst, 58 S.Ct. 1019, 304 U.S. 458, 82 L.Ed. 1461 (1938); Von Moltke v. Gillies, 68 S.Ct. 316, 332 U.S. 708, 92 L.Ed. 309 (1948); Miranda v. Arizona, 86 S.Ct. 1602, 384 U.S. 436, 16 L.Ed.2d 694, 10 A.L.R.3d 974 (1966), rehearing denied 87 S.Ct. 11, 385 U.S. 890, 17 L.Ed.2d 121; Argersinger v. Hamlin, supra; and State v. Martin, 102 Ariz. 142, 426 P.2d 639 (1967). Generally, a defendant must be advised of the charges against him, of the possible maximum sentence, whether, if convicted, he is likely to be sentenced to a term of imprisonment, and of his rights to be represented by counsel and to have counsel appointed if he is indigent.

The second sentence allows but does not require the court to appoint advisory counsel whenever a defendant seeks to proceed *pro se*. A number of cases have recognized a defendant's absolute right to represent himself, e.g., United States v. Plattner, 330 F.2d 271 (2d Cir.1964); State v. Martin, supra; State v. Betts, 2 Ariz.App. 27, 406 P.2d 229 (1965), but this right is not infringed by appointment of advisory counsel.

Rule 6.1(d). This rule incorporates the standard of the 1956 Ariz.Rules of Criminal Procedure, as amended, Rule 19(b) to protect the court against dilatory tactics of the defendant in retaining counsel. It applies to all stages of the proceedings, not just the preliminary hearing.

Rule 6.1(e). The defendant can decide at any time that he was mistaken to waive counsel; the court should encourage an unrepresented defendant, at all stages, to obtain counsel. The defendant's right to withdraw a waiver of counsel is unlimited; however, he is not allowed to use late appointment or retention of counsel to disrupt orderly and timely processing of his case. Thus, he cannot delay a scheduled proceeding, nor repeat one already held, solely because of a change of heart concerning his ability to represent himself.

HISTORICAL NOTES

Source:

Pen.Code 1901, § 858.

Pen.Code 1913, § 968.

Laws 1927, Ch. 22, § 1.

Rev.Code 1928, § 5001.

Laws 1931, Ch. 71, § 1.

Code 1939, §§ 44-904, 44-905.

Rules Cr.Proc. § 201.

1956 Rules Cr.Proc., Rules 16 to 19, 163.

16A A. R. S. Rules Crim. Proc., Rule 6.1, AZ ST RCRP Rule 6.1

Current with amendments received through 10/1/12

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INDIGENT LEGAL SERVICES AGREEMENT
Chino Valley Municipal Court Misdemeanors

This Agreement by and between the Town of Chino Valley, hereinafter called "Town," and **Bryan Purcell** hereinafter called "Attorney."

RECITALS

WHEREAS, the Town and the Chino Valley Municipal Court in and for the County of Yavapai, hereinafter called "Court," have determined that execution of Indigent Legal Services Agreements with attorneys is an appropriate method to provide legal services to indigent defendants in cases arising pursuant to Rule 6 of the Rules of Criminal Procedure for Arizona and for certain other types of legal proceedings; and

WHEREAS, the Court and Town have determined that Attorney is licensed to practice law in the State of Arizona and is competent to provide legal services as set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE TOWN

A. **Compensation.** For services rendered pursuant to this Agreement, Town agrees to pay Attorney a Base Contract Amount of \$15,000.00 to provide legal services of up to thirty (30) hours per appointed case not to exceed Forty (40) cases which shall represent payment for all representation, ordinary expenses and related work necessary to provide indigent legal services. The Base Contract Amount shall be paid in twelve (12) equal payments on the last day of each month during the effective term of this Agreement.

B. **Compensation in Excess of Base Contract Amount.** Attorney shall be compensated in excess of the Base Contract Amount for the following.

1. **Extraordinary Expenses.** Included, but are not limited to, transcripts, audio and video tapes, depositions, expert witnesses, investigators and interpreters. Prior to incurring obligations for such expenditures, the Attorney shall apply to the Presiding Judge for approval of expense items. Reimbursement for extraordinary expenditures shall be made monthly upon submission of an itemized listing approved by the Presiding Judge. Failure to secure approval in advance for extraordinary expenditures may be grounds for denial by the Town of any claim for payment of such expenditures.

2. **Excess Hours.** If the time required to represent an individual defendant is expected to exceed thirty (30) hours, the Attorney shall request approval of excess compensation from the Presiding Judge. The request shall contain at least the following:

a) *An itemized listing of the specific services provided up to the date of the request showing the amount of time spent on each item.*

b) *A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.*

c) *A specific explanation of the circumstances affecting the length and/or complexity of the trial court proceedings.*

d) *Logs, time sheets and other activity records pertaining to the case.*

For on-going cases, billings for excess hours shall be submitted at intervals not to exceed 90 days unless a more frequent interval is specified by the Court. Additional compensation, if approved will be paid at the rate of \$110.00 per hour.

3. **Excess Cases.** Upon execution of this Agreement, Attorney may elect to accept case assignments in excess of Forty (40) assigned cases. The Attorney shall be compensated for each such assignment at the rate of \$250.00 per case to provide legal services of up to thirty (30) hours per appointed case. If the time required to represent an individual defendant is expected to exceed thirty (30) hours, the Attorney shall request approval of excess compensation from the Presiding Judge. Additional compensation, if approved will be paid at the rate of \$110.00 per hour.

C. **Non-Legal Tasks.** Total contract amounts and hourly rates paid to Attorney are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. The Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including specifically secretarial and clerical support work involved in preparing and transmitting documents, copying, organizing, filing or similar functions. Hours spent by Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the contract amount as described in Section I (B) of this Agreement.

II. DUTIES OF ATTORNEY

A. **In General.** Attorney shall provide professional legal representation in the assigned cases based upon the express warranties that any person providing such representation pursuant to this Agreement is licensed to practice law in the state of Arizona and that such persons are qualified by reason of competence, training and experience to provide the designated indigent defense services.

B. **Good Standing.** During the term of the Agreement or any renewal thereof, Attorney will report any bar complaints, malpractice claims or lawsuits in which a determination, finding or decision adverse to the Attorney has been made to the Presiding Judge within five (5) working days of becoming aware of, or receiving notice of the existence or occurrence of such determination, finding or decision. Suspension or loss of the license to practice law in the State of Arizona shall immediately void this Agreement.

C. **Local Availability.** The Town and the Court expect that the Attorney will be fully prepared to provide effective representation to clients and an appropriate level of service to the Court and the justice system. Attorney agrees that, during the effective term of this Agreement, he/she will maintain office facilities within the boundaries of Yavapai County and that such facilities will be located and equipped to effectively discharge the duties and responsibilities set forth in this Agreement. It is understood and agreed that Attorney shall establish and maintain communications capability that will allow prompt receipt of and responses to electronic communications including, but not limited to telephone and facsimile, and that Attorney will be available to receive and promptly respond to such communications. The Attorney further agrees to be physically present in Yavapai County at such times as may be required to make court appearances and to meet with clients, justice system personnel and other parties as necessary or to make provisions for substitute representation as specified in Section II(G) of this Agreement.

D. **Acceptance of Assignments.** The Attorney agrees to accept cases appointed by the Court during the effective term of this Agreement unless Attorney is not ethically permitted to accept the representation under the Arizona Rules of Professional Conduct. It is understood and agreed that the Base Contract Amount is based upon provision of services for the specified number of cases. The Attorney shall represent assigned indigent defendants throughout their trial court proceedings subject to withdrawal or substitution only as provided in this Agreement or in accordance with Rule 6.3, Arizona Rules of Criminal Procedure. The duty of representation continues until each case is terminated by dismissal, acquittal, and sentence, suspension of sentence or imposition of terms of probation and shall include any necessary post verdict proceedings pursuant to Rule 24, Arizona Rules of Criminal Procedure.

E. **Representation of Defendants.** Upon notification of an assignment of an indigent defendant, the Attorney shall promptly initiate personal contact with that defendant and shall maintain a frequency and nature of such contacts as are reasonably deemed necessary to provide effective representation until the case is terminated as provided in Section II (D) of this Agreement. The Attorney shall be responsible for representation of each defendant at all court proceedings as required. The Attorney shall use reasonable diligence to notify each indigent defendant of necessary court appearances and of any court actions taken as a result of the defendant's non-appearance.

F. **Indigent Status.** Assignment of a defendant, pursuant to this Agreement, is based upon an initial court determination that the subject defendant is legally indigent. In the event there is a redetermination of the indigent status of any assigned defendant and the Attorney is, thereby, permitted to withdraw as a court-appointed attorney, Attorney agrees not to represent that person in that case for a private fee without prior approval of the assigned trial judge. The Attorney shall not accept a private fee without full disclosure of the terms of this Agreement to the client and shall notify the assigned trial judge of the arrangements made for the private fee. The Attorney shall not solicit a private fee from any indigent defendant.

G. **Substitute Representation.** The parties contemplate that, unless otherwise specifically provided in writing in this Agreement or attachments thereto, substantially all services to be rendered pursuant to this Agreement are to be provided by the designated Attorney. **The parties understand and agree that from time to time, illness, vacation or other circumstances may prevent the designated Attorney from providing some services personally. In that event, it shall be the responsibility of the Attorney to provide qualified substitute representation at no additional cost to the Town. All substitute attorneys not currently contracted to provide indigent legal services to the Town are subject to prior approval by the trial judge. The Attorney shall not broker or subcontract cases or portions of cases to other attorneys.**

H. **Activity Records.** The Attorney agrees to maintain case logs, final disposition records, time sheets and other pertinent activity records, which shall include the number of days the case was open, the names of the officers involved in each case and any co-defendants for each assigned case and to transmit these records to the Presiding Judge upon request.

I. **No Additional Compensation.** Attorney may not solicit, accept, or agree to accept, private or additional compensation of any kind, including attorney's fees in any pending, terminated, or completed assignment pursuant to this agreement, other than compensation as specified in this Agreement, except as provided in subsection II (f). Should attorney engage in any claim, lawsuit or other litigation against the Town, its officers, employees or agents, by any party arising from damages, injuries or other losses allegedly sustained by a person during arrest, incarceration and/or prosecution related to a case for which Attorney provided representation to that person. Attorney agrees to promptly notify the Town and Presiding Judge of the existence of such engagement. This provision does not require the Attorney to divulge specific or detailed information that would violate the Arizona Rules of Professional Conduct.

III. INDEPENDENT CONTRACTOR STATUS

In performance of the duties set forth herein, it is mutually understood and agreed that the Attorney is, at all times, acting as an independent provider of indigent legal defense services. It

is further understood and agreed that Town shall not seek to exercise control or direction over the methods by which Attorney shall provide services to assigned defendants in individual cases excepting that Attorney does, by this Agreement agree to perform said duties in strict accordance with legal and ethical standards governing the provisions of legal services.

IV. TERM AND TERMINATION

A. **Effective Term of Agreement.** Unless otherwise specified, the effective term of each Agreement shall run from July 1, 2014 through June 30, 2015.

B. **Termination of Agreement; General.** The town may terminate this Agreement without cause and in its sole discretion, upon thirty (30) days written notice to the Attorney. The Attorney may terminate this Agreement without cause and in his/her sole discretion upon thirty (30) days written notice to the Town and the Presiding Judge. If this Agreement is terminated by either party pursuant to this Section IV (B), Attorney shall complete representation of all indigent defendants previously assigned, as provided in Section II (D) of this Agreement, unless Attorney is given permission to withdraw by the Presiding Judge.

Receipt of permission to withdraw shall not terminate Attorney's financial liability for the costs of completion of representation for all cases assigned prior to the effective date of termination.

Attorney's liability upon termination shall include all costs incurred by the Town to retain substitute counsel as needed to complete representation of clients and any other costs associated with such representation that would not have been incurred had Attorney completed representation pursuant to this Agreement. It is understood and agreed that, upon notice of termination, or at such time when it reasonably appears that Attorney may be unwilling or unable to perform pursuant to this Agreement, the Town may, in its sole discretion, withhold any amounts then or subsequently owed to Attorney pursuant to this Agreement pending a final determination of the costs of completion of representation. Upon such final determination, the amounts owed, less costs of completion, shall be paid to Attorney.

V. TEMPORARY MODIFICATIONS.

In the event that circumstances arise which prevent Attorney from providing effective assistance of counsel, Town representatives and the Presiding Judge may confer with the Attorney to identify the issues and attempt to resolve any problems. The Town may make temporary modifications of the Agreement to the extent that the legitimate interests of the parties and the interests of justice may be served thereby.

VI. APPROVALS

Attorney:

Date: _____

Town:

By:

Title:

Date: _____

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. c.**

Meeting Date: 06/24/2014
Contact Person: Cecilia Watts, General Services Director
 Phone: 928-636-2646 x-1202
Department: General Services
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: 30 acres at Old Home Manor

AGENDA ITEM TITLE:

Consideration and possible action to approve the First Amendment to the Lease Agreement between the Town of Chino Valley and Yavapai Community College which renews the current lease to extend it through April 18, 2025.

RECOMMENDED ACTION:

Move to approve the First Amendment to the Lease Agreement between the Town of Chino Valley and Yavapai Community College which renews the current lease to extend it through April 18, 2025.

SITUATION AND ANALYSIS:

The Town of Chino Valley amended its lease agreement May 19, 2008 with Yavapai County Community College District when Yavapai College and the Town traded 30 acres of Yavapai College's original lease at Old Home Manor with a Yavapai College building located on the highway (Town Hall building located at 202 N State Route 89). The College had originally leased 80 acres, and through an appraisal process it was deemed that 30 acres was of the same value of the current Town Hall property; thus leaving 50 acres in the traditional lease.

Section 2.5 of the Lease Agreement gives the College the option to renew the current lease for up to three (3) additional ten (10) year terms and one additional five (5) year term on the same terms and conditions as set forth in the lease.

This Amendment to the Lease Agreement is simply Yavapai College exercising their first option stated in the original Lease Agreement. The College has already passed this at their Board Meeting in March 2014.

Fiscal Impact

Fiscal Impact?: N

If Yes, Budget Code:

Available:

Funding Source:

Attachments

1st Amendment



March 21, 2014

Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

Att: Mr. Robert Smith, Town Manager

RE: Renewal of lease of fifty (50) acres with Town of Chino Valley

Dear Mr. Smith:

This letter is to inform you that Yavapai County Community College District intends to renew the lease of fifty (50) acres ("Old Home Manor" location) from the Town of Chino Valley.

The amended lease agreement was dated May 19, 2008; the initial term ends on April 18, 2015. As indicated in paragraph 2.5.1, Options to Renew:

The COLLEGE shall have the option to renew this Lease for up to three (3) additional ten (10) year terms and one additional five (5) year term on the same terms and conditions as set forth in this Lease.

Inasmuch as the lease requires that the College provides written notice to the Town at least one year prior to the termination of any renewal term, the College is providing this renewal notice at this time.

The District Governing Board approved this action at their meeting of March 4, 2014. An amendment to the agreement has been signed by the College President, Dr. Penelope H. Wills. Please have both copies signed by the appropriate party, and return one to me for our records.

You may return it to: Yavapai College
Att: Phyllis Lewellen, Purchasing
1100 East Sheldon Street
Prescott, AZ 86301

Please let me know if you have any questions. Thank you for your cooperation in this matter.

Sincerely,


Phyllis Lewellen
Director of Purchasing and Contracting
Phyllis.lewellen@yc.edu
Office (928) 776-2190
Fax (928) 776-2193

c: Dr. Penelope H. Wills, President, Yavapai College
Dr. Clint Ewell, Vice President, Finance and Administrative Services, Yavapai College

AMENDED LEASE AGREEMENT

This Amended Lease Agreement ("Lease") is made this 19 day of May 2008, by and between the TOWN of Chino Valley, an Arizona municipality (hereinafter referred to as "the TOWN" or "LESSOR") and Yavapai County Community College District, a community college district duly organized under the laws of the State of Arizona, (hereinafter referred to as "the COLLEGE" or "LESSEE") and replaces the certain *Intergovernmental Agreement for Construction and Operation of an Agribusiness Center and for Lease of Real Property* by and between the parties dated the 28th day of May, 2002 (the "Old Lease").

1. RECITALS.

1.1 WHEREAS, The TOWN and the COLLEGE enter into this Amended Lease Agreement (hereinafter referred to as "the LEASE") pursuant to A.R.S. § 11-952, 9-241 and A.R.S. § 15-1444; and

1.2 WHEREAS, COLLEGE is purchasing 30 acres of the property previously included in the 80 acres being leased by the COLLEGE from the TOWN under the Old Lease.

1.3 WHEREAS, the TOWN and COLLEGE desire to continue the Lease of the balance of real property included in the Old Lease adjacent to the 30 acre campus on Old Home Manor which the COLLEGE is purchasing; and

1.4 WHEREAS, TOWN and COLLEGE representatives are committed to the healthy growth and economic development of the TOWN; and

1.5 WHEREAS, the LEASE and the presence of the COLLEGE are mutually beneficial to the TOWN and the COLLEGE; and

1.6 WHEREAS, the COLLEGE provides a center for education and training; and

1.7 WHEREAS, the development of the COLLEGE's campus at Old Home Manor begins the implementation of the TOWN's Master Plan for Old Home Manor;

1.8 NOW THEREFORE, in order to accomplish their goals, and in consideration of the mutual undertakings of the TOWN and the COLLEGE, the parties agree as follows:

2. LEASE OF REAL PROPERTY.

2.1 Amendment. This LEASE amends and supersedes in its entirety the Old Lease. This LEASE shall be effective upon the close of escrow of the

COLLEGE'S purchase of the 30 acres of property described in Exhibit C hereto (the "30 Acre Campus").

2.2 Description of Leased Premises. The TOWN agrees to continue the lease to the COLLEGE, of fifty (50) acres of property located in what is commonly known as "Old Home Manor." This 50 acres is the balance of the 80 acres included in the Old Lease minus the 30 acres being purchased by the COLLEGE. This property is legally described as set forth in Exhibit "A", and located as shown on Exhibit "B," attached hereto and made a part hereof. (The "Leased Property" or "Premises.")

2.3. Term of Lease. The initial term of this Lease shall be for the balance of the fifteen (15) years of the Old Lease, which, commenced on the 18th day of April, 2000, and ends on the 18th day of April, 2015, except as may be earlier terminated as provided in this Lease, and except as may be extended by exercise of the options to renew as set forth below.

2.4 Rent. The rent for the initial fifteen (15) year term (through April 18, 2015) and any subsequent renewals up to an aggregate of fifty (50) years (through April 18, 2050) shall be One Dollar (\$1.00) per year. As additional consideration, the COLLEGE shall perform and honor all of those undertakings of the COLLEGE as set forth in this Lease.

2.5 Options to Renew.

2.5.1 The COLLEGE shall have the option to renew this Lease for up to three (3) additional ten (10) year terms and one additional five (5) year term on the same terms and conditions as set forth in this Lease. LESSEE shall give written notice to LESSOR of said intent to renew at least one (1) year prior to the termination of the current term of this Lease and at least one (1) year prior to the termination of any renewal term of this Lease. Failure to provide such notice shall result in termination of this Lease without renewal at the expiration of the then current term.

2.5.2 In addition to the options specified in paragraph 2.5.1 the COLLEGE shall have the option to renew this Lease for up to five additional ten (10) year terms. In the event LESSEE intends to exercise any such option to renew, LESSEE shall give written notice to LESSOR of said intent to renew at least one (1) year prior to the termination of the then current term or renewal term of this Lease.

2.5.3 In the event any option to renew specified in paragraph 2.5.2 is exercised, the annual lease payments applicable to such option term shall be determined by mutual agreement of the parties; if the parties do not agree on the amount of such payments, The rent shall be the fair market rental value of the property based upon the actual (gross) acreage then being leased as determined by an appraisal. The parties shall mutually

select an appraiser to offer an opinion as to the then fair rental value of the land leased, including a reasonable annual or other adjustment (if any) thereto for the renewal term, if any. The parties shall each pay one half of the cost of the mutually selected appraiser. If the parties cannot agree on an appraiser then: each shall name and pay for their own appraiser; if the valuation/reasonable rent on the appraisals is within 10% then the two shall be averaged and that shall be the rent with such annual adjustments as the appraisers may determine for that term and, if the values are not within 10%, then the following shall apply: the appraisers shall select a third appraiser to determine the value (and adjustments) which shall not be more than the higher of or less than the lower of the other appraisals and with a rental adjustment that is also not expected to be greater than or less than the higher or lower of those selected by the two appraisers. The Parties shall split the cost of this third appraiser. If one appraiser is selected and a party disagrees with the rental and/or adjustment determined by the appraisers the disagreeing party may select an appraiser at the cost of the disagreeing party. The same 10% average rule potential and selection of a 3rd appraiser will apply on this determination as is set forth above. The land shall be appraised for uses consistent with its zoning at the time of appraisal. If the foregoing does not resolve the issues, they shall be resolved pursuant to section 10 of this Lease.

2.5.4 Intentionally Left Blank.

2.6 Uses. The Leased Property is to be used for the operation of educational programs. Although the specific programs may change from time to time, they will be based on the needs of the COLLEGE and the community. The Property may not be used for other than educational purposes and/or programs or for any purpose not consistent with the TOWN'S master plan for Old Home Manor (as the same may hereafter be amended), without TOWN'S consent, which consent shall be given, withheld or conditioned in TOWN'S sole discretion.

2.6.1 The COLLEGE shall not use, or suffer, or permit any person, firm, or corporation to store or place on or to use the Premises, or any buildings or improvements or signs at any time erected or placed thereon, or any portion thereof, for other than its lawful purpose as above stated, or in violation of the laws of the United States, the State of Arizona, the ordinances or other regulations of the TOWN, or of any other governmental authority or agency or so as to injure the Premises.

a). Hazardous Substances - The COLLEGE shall not allow any hazardous waste or materials, other than in sealed containers, to be stored in or brought to the Premises by COLLEGE, its agents, employees, contractors, or invitees, without the prior consent of Lessor (which consent Lessor shall not unreasonably withhold as long as COLLEGE demonstrates to TOWN'S reasonable

satisfaction that such hazardous material is necessary or useful to Lessee's business and will be used, kept, and stored in a manner that complies with all applicable laws regulating any such hazardous material so brought upon, kept, used or kept in or about the Premises).

b). The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products, or fractions thereof. Lessee shall not engage in any activity in, on or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Lessor and shall comply in a timely manner (at Lessee's sole cost and expense) with all applicable law (as defined hereafter).

"Reportable Use" shall mean (a) the installation or use of any above or below ground storage tank, (b) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority. Reportable Use shall also include Lessee being responsible for the presence in, on or about the Premises of a Hazardous Substance with respect to which any applicable law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may, without Lessor's prior consent, but in compliance with all applicable law, use any ordinary and customary materials reasonably required to be used by Lessee in the normal course of Lessee's educational activities permitted on the premises, so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose the Premises to any liability therefor. In addition, Lessor may (but without any obligation to do so) condition its consent to the use or presence of any Hazardous Substance, as Lessor in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or

injury and/or liability therefrom or therefor, including, but not limited to, the installation (and removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of a Security Deposit in an amount deemed sufficient by Lessor.

c.) If Lessee knows, or has reasonable cause to believe that a Hazardous Substance, or condition involving or resulting from same, has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor. Lessee shall also immediately give Lessor a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from, any governmental authority or private party, or persons entering or occupying the Premises, concerning the presence, spill, release, discharge of, or exposure to, any Hazardous Substance or contamination in, on, or about the Premises, including but not limited to all such documents as may be involved in any Reportable Uses involving the Premises.

d). Lessee shall indemnify, protect, defend and hold Lessor, its agents, employees, lenders and the Premises, harmless for, from and against any and all loss of rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance or storage tank brought onto the Premises by or for Lessee or under Lessee's control. Lessee's obligation under this Article 4.E. (iv) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this lease with respect to Hazardous Substances or storage tanks, unless specifically so agreed by Lessor in writing at the time of such agreement. Lessor, its agents, employees and lenders hold Lessee harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorney's and consultant's fees arising out of or involving any hazardous substance existing in, on or under the Premises prior to the date of this Lease.

2.7 Encumbrance on COLLEGE's Leasehold Interest. The TOWN's fee interest in the property shall remain unsubordinated to any debt incurred by the COLLEGE for the construction of improvements on the properties or otherwise, except in the event explicitly required by the underwriter of the general obligation bonds used to finance the improvements and consented to by TOWN, in its sole discretion.

2.8 Subletting and Assignments. The COLLEGE may not sublet, assign the lease or otherwise transfer the premises, without the prior written consent of the TOWN. Any attempted assignment or subletting in violation hereof shall be void and shall be a material default by COLLEGE.

2.9 Maintenance and Repairs.

2.9.1 COLLEGE and TOWN anticipate that they may enter into further agreements regarding joint development or activities on the Premises which may or would alter maintenance obligations on the Premises. Unless and until that occurs, the following shall apply:

COLLEGE, at COLLEGE'S sole cost and expense shall maintain in good condition and repair the Premises and every part thereof. COLLEGE shall be solely responsible for any damages caused to the Premises caused by them or their agents, employees, or invitees in which event Lessee shall repair any such damage. Except as specifically provided herein or agreed upon hereafter, TOWN shall have no obligation to make repairs and or maintain any portion of the Premises during the term of this Lease or any renewal thereof. COLLEGE shall not be entitled to any set-off of or to any rent reduction due to the failure to maintain or repair the premises.

If either party fails to perform that party's obligations under this paragraph or under any other paragraph of this Lease, the party not in default may, at that party's option, but not obligation, enter upon the Premises or otherwise perform such obligations after thirty (30) days prior written notice to the defaulting party's (except in the case of emergency, in which case no notice shall be required), perform such obligations on the defaulting party's behalf and put the premises in good order, condition and repair, or otherwise perform the obligations not performed by the defaulting party, and the cost thereof together with interest thereon at ten percent (10%) shall be due and payable, if COLLEGE is in default, as additional rent to TOWN, or if TOWN is in default, then payable upon invoice from COLLEGE thirty (30) days thereafter.

On the last day of the Term hereof, or on any sooner termination, COLLEGE shall surrender the Premises to TOWN in reasonable condition, clean and free of debris. COLLEGE shall repair any damages to the Premises occasioned by the installation or removal of its fixtures,

furnishings, equipment, the ferrier barn and/or any other improvements as may be allowed to be removed.

2.9.2 COLLEGE shall furnish its own maintenance and cleaning services for the buildings and other improvements on Premises herein. The day-to-day cleaning and maintenance, including but not limited to trash collection, parking lot, driveways, sidewalks and landscaping, if any, shall be the responsibility of the COLLEGE. College shall maintain the balance of (non-improved) portions of the Leased Premises in a reasonable condition consistent with applicable governmental rules, laws and codes.

2.9.3 By way of clarification repairs on the water system servicing the Premises (limited to the portion from the well or other source provided by or through the TOWN and through the water meter) and the day-to-day maintenance on said water system shall be the sole obligation of the TOWN whether or not located on the Leased Property and TOWN shall have a right of entry to service the same. At such time as COLLEGE desires or is required by TOWN to move the existing water meter providing water for the property described in Exhibits A and/or C hereto, then the COLLEGE will bear all costs of relocating the meter and shall provide TOWN the easement(s) reasonably required for relocation and service of the water lines to the meter and the meter.

2.9.4 Notwithstanding the foregoing and as between the COLLEGE and the TOWN and not as to third parties and for the allocation of costs and expenses between TOWN and COLLEGE and no other purpose, repairs and maintenance of the road, ditches and easements for Old Home Manor Road to the northeast corner of the Leased premises shall be the sole obligation of the TOWN. TOWN shall have the right to enter onto the Leased Property as necessary to meet its obligation under this section.

2.9.5 Notwithstanding as between the COLLEGE and the TOWN and not as to third parties and for the allocation of costs and expenses and no other purpose, repairs and maintenance of fences installed by the COLLEGE on the COLLEGE'S thirty (30) acre campus or the Leased Property shall be the sole obligation of the COLLEGE and maintenance of fences which are located on property owned by the TOWN, shall be the TOWN'S responsibility. This provision does not create a duty to maintain fences not required to be maintained by applicable governmental rules, laws, or codes.

2.10 Utilities. The COLLEGE will be responsible for payment of all utilities used on the premises.

2.11 Property Insurance and Subrogation.

2.11.1 Property Insurance. The COLLEGE shall be responsible for

maintaining insurance or self-insurance through a recognized self-insurance program on all improvements on the demised premises, insuring same at the market value for said improvements, as against any and all casualty loss. The COLLEGE shall name the TOWN as an additional named insured on all such policies, and provide copies of said policies to the TOWN. TOWN shall have no liability for loss or damage suffered to the Leased Premises and improvements thereon unless caused by the gross negligence or intentional wrongful conduct of TOWN or its employees acting within the scope of their employment.

2.11.2 All insurance policies issued pursuant to this section shall be by reputable insurance companies or recognized self-insurance programs authorized to do business in the State of Arizona. The COLLEGE shall provide proof of insurance to the TOWN and the insurance shall provide that coverage may not be lowered, impaired or cancelled without thirty (30) days written notice to TOWN.

2.11.3 COLLEGE hereby releases and waives any and all right of subrogation against TOWN which, in the absence of this provision, would arise in favor of COLLEGE or any insurance company insuring COLLEGE against loss by fire, extended coverage, casualty and loss of any other type resulting from damage to or destruction of the Premises, or any portion thereof, or in damage to or destruction of the property of COLLEGE in the Premises, and COLLEGE hereby releases and waives its entire right of recovery against TOWN for loss or damage resulting from damage to or destruction of the Premises, or any part thereof, caused by fire, hazards such as may be insured against by extended coverage or casualty insurance, and other causes occasioned by any act or omission of TOWN. The foregoing releases and waivers of subrogation rights are expressly conditioned upon COLLEGE being able to obtain in all present and future policies of fire, extended coverage, casualty and similar insurance, clauses which permit the insured to release and waive the insurance company's right of subrogation against third parties responsible for loss, and in the event COLLEGE at any time is unable to obtain policies containing such subrogation waiver clauses, then, and in that event, COLLEGE may give TOWN written notice thereof and from and after the giving of such notice the releases and waivers herein set forth and each and all of them shall be considered withdrawn and shall in no way be effective until insurance may thereafter be reasonably obtained which permit the releases and waivers at which point they shall be reinstated.

TOWN hereby releases and waives any and all right of subrogation against COLLEGE which, in the absence of this provision, would arise in favor of TOWN or any insurance company insuring TOWN against loss by fire, extended coverage, casualty and loss of any other type resulting from damage to or destruction of the Premises, or any

portion thereof, or in damage to or destruction of the property of TOWN in the Premises, and TOWN hereby releases and waives its entire right of recovery against COLLEGE for loss or damage resulting from damage to or destruction of the Premises, or any part thereof, caused by fire, hazards such as may be insured against by extended coverage or casualty insurance, and other causes occasioned by any act or omission of COLLEGE. The foregoing releases and waivers of subrogation rights are expressly conditioned upon: A) TOWN being able to obtain in all present and future policies of fire, extended coverage, casualty and similar insurance, clauses which permit the insured to release and waive the insurance company's right of subrogation against third parties responsible for loss, and in the event TOWN at any time is unable to obtain policies containing such subrogation waiver clauses, then, and in that event, TOWN may give COLLEGE written notice thereof and from and after the giving of such notice the releases and waivers herein set forth and each and all of them shall be considered withdrawn and shall in no way be effective until insurance may thereafter be reasonably obtained which permit the releases and waivers at which point they shall be reinstated; and B) the COLLEGE carrying the requisite casualty insurance as provided in 2.11.1 above to the extent the COLLEGE is reasonably able to obtain sufficient insurance coverage to repair or replace the improvements and, to the extent the available insurance coverage is not available or sufficient to repair or replace the damage improvements, to remove the unrepaired damaged improvements or portions thereof and restore the property to a reasonable condition.

2.11.4 Each party will purchase and maintain workers' compensation insurance in conformity with state law.

2.12 Taxes. The COLLEGE shall be responsible for the payment of any privilege tax, sales tax, gross proceeds tax, rent tax, real property tax, or any other tax levied, assessed, or imposed on the Leased Property or improvements thereon or due to activities thereon or committed therewith including taxes levied by any federal, state, county or municipal governmental authority or any subdivision thereof. COLLEGE shall pay all applicable transaction privilege taxes accruing with rent falling due.

2.13 Property to be Used in a Good and Workmanlike Manner. The COLLEGE shall, at its sole expense, maintain and operate the Leased Property and improvements thereon in a good and workmanlike manner and in conformity with all applicable governmental rules, regulations and laws. The COLLEGE shall not commit nor permit waste on or of the premises or destroy or remove any buildings, fences, fixtures or improvements without the prior written consent of the TOWN, provided that the TOWN consents that the COLLEGE's existing ferrier barn may be removed by the COLLEGE to a site of its choosing, or demolished as the COLLEGE deems appropriate.

2.14 Inspection by Lessor. The TOWN shall have the right to enter and inspect the Leased Premises and improvements at reasonable times during the initial term of this LEASE as well as during any extension of the LEASE.

2.15 Default.

2.15.2 The Lessee will promptly pay the rental sums provided herein and will fulfill and perform all the agreements herein contained by it to be performed. If at any time during the term of this Lease the rental provided hereunder, or any part thereof, shall not be promptly paid when due, and if such failure to pay rent or such other sums shall continue for fifteen days after receipt of written notice thereof from TOWN to COLLEGE, or if either party shall fail within 30 days, if COLLEGE is in possession of the Premises and responsible for payment of the rent, and 15 days for any other "Lessee" – tenant – assignee, after receipt of written notice to perform any of the other terms, conditions or covenants herein contained to be kept and performed by the party in default, it shall be lawful and optional for the party not in default, without further notice, to pursue any and all remedies it may have at law and/or equity..

2.15.3 The failure by Lessee or Lessor to observe or perform any of the non-monetary covenants, conditions or provision of this Lease to be observed or performed by that Party, other than the failure to pay sums described in Paragraph 2.15.2 above, where such failure shall continue for a period of thirty (30) days after notice hereof from the non-defaulting Party to the other Party shall constitute a default and material breach of this Lease; provided, however that, if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the applicable Party shall not be in default if it commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. A Party shall be in default of this Lease if it take(s) no corrective action within said thirty (30) days or otherwise discontinues diligent efforts to complete their cure.

2.15.4 Each party will fulfill and perform all of the duties and obligations contained in this Agreement. In the event of a default by either party, subject to the provisions above, the non-defaulting party may then take all action permitted by law upon default of a commercial lease.

2.16 Non-Waiver of Future Defaults. The failure of either party to require strict compliance by the other party with the terms of this Agreement will not be construed to be a waiver of the right to thereafter require strict compliance thereafter nor of any such future defaults or failures by the first party.

2.17 Liability Insurance. The COLLEGE shall, at its own expense indemnify the TOWN against loss through maintenance of liability insurance with an insurance company or companies or recognized self-insurance program authorized to do

business in the state of Arizona. The TOWN shall be named as an insured. Minimum coverage shall be not less than 1 million dollars for each occurrence and 3 million dollars in the aggregate. The COLLEGE further agrees to supply written evidence of such insurance to the TOWN, at the commencement of this lease, and thereafter the earlier of annually or each time there is any material change to the subject policy. All policies shall provide that the insurer shall provide the TOWN with thirty (30) days written notice of any proposed modification which lowers the limits of coverage or of cancellation. Upon notice from the TOWN, COLLEGE shall provide a full copy of any such insurance policy and any and all attachments and riders thereto. COLLEGE and its insurer waive any claims against or subrogation to or for claims covered in any part by the foregoing insurance that may or could be alleged against the TOWN or its insurer(s).

2.18 Non-liability of the TOWN; Indemnification of the TOWN. The TOWN shall not be liable for any loss, injury, death or damage to persons or property which may at any time have been sustained by the COLLEGE or by any person who may at any time be using or occupying or visiting the Leased Premises, if such damage or injury was caused by or in any way the result of any act, omission, or negligence of the COLLEGE or of any person under the control of the COLLEGE or any person whose activities are, or may be imputed to the COLLEGE. The COLLEGE shall indemnify and hold the TOWN harmless against all claims, liability, loss or damages whatsoever on account of any such loss, injury, death or damage to the extent allowed by law. Notwithstanding any provision of this LEASE to the contrary, any agreement by the COLLEGE to defend, indemnify or hold harmless the TOWN shall, to the extent COLLEGE has procured insurance or self-insurance as required herein, be limited to, and be payable only from, the COLLEGE's available insurance or self-insurance coverage for liability assumed by contract. COLLEGE on its behalf and on behalf of its insurers and insurance companies hereby waives and foregoes any payment of any claim for loss, injury, death or damage to persons or property sustained by the COLLEGE, its agents, employees, patrons, students or others whether or not the loss, damage, injury or death is due to the act or omission of the TOWN or any of its agents, employees, contractors or representatives. Notwithstanding the foregoing, COLLEGE does not agree to indemnify TOWN for its acts or inactions resulting in claims against TOWN or liability of the TOWN where the same are unrelated to this lease or TOWN'S position as Lessor but are, rather, related to TOWN'S acts or actions as a municipality such as TOWN'S permitting and inspection of construction whether or not on the Premises.

2.19 Reservation of Easements. In order to facilitate a projected road network and trail system planned by the TOWN, the COLLEGE and the TOWN agree that

the Leased Premises shall be subject to a reservation for a possible dedication of an easement by the TOWN for public ingress, egress and utilities as follows:

- (i) 75 feet wide along the entire north boundary of the Lease Premises.
- (ii) 30 feet wide consistent with the ALTA survey along the entire east boundary of the Lease Premises (the 30' is to be measured from the east boundary of Section 12).

2.19.1 The easements described above will be included in any option or purchase of the Lease Property that includes such property, but will be excluded in the Leased Premises for purposes of determining payment of rent under section 2.5.

2.20 Compliance with Applicable Laws. The COLLEGE as regards the TOWN'S use and possession of the Premises and TOWN as regards its actions and activities regarding the Premises shall comply with all applicable federal, state, county and municipal laws and regulations. Failure to so comply in a material manner shall be considered a breach of this Lease. The party in compliance shall give the party not in compliance thirty (30) days written notice of the failure to comply; if the party not in compliance has not corrected the failure to comply, or is not taking measures to comply within a reasonable period of time, this Lease may be terminated by the party in compliance.

By way of clarification, TOWN'S duty to comply with applicable laws and regulations does not create any additional duties requiring TOWN to take actions not otherwise provided in this Lease, by way of example this includes that TOWN does not assume duties to repair or maintain buildings on the Premises that are out of code compliance during the Lease term but should the TOWN take action on such items it must comply with applicable laws and regulations (codes).

2.21 Surrender of Premises. The COLLEGE shall, upon expiration or termination of this Lease, surrender the Leased premises in good condition.

2.22 Any personal property not removed by the COLLEGE within forty-five (45) days of the expiration or termination of this LEASE shall be deemed abandoned, and owned by the TOWN (with the exception of the COLLEGE's ferrier barn as described in paragraph 2.12 above, if said barn is removed within ninety (90) days of termination or expiration of the Lease). All improvements constructed on the Leased Premises which are affixed to the property shall be owned by the TOWN upon expiration of the LEASE. Notwithstanding the foregoing, if the TOWN has provided notice of removal requirement as set forth in 3.5, the TOWN may give notice to require that the improvement be removed and the property restored and COLLEGE will comply with the same within ninety (90) days after termination or expiration of the Lease.

2.23 Prior to construction of any permanent improvements on the Leased Premises, the COLLEGE and TOWN will negotiate in good faith to allow the COLLEGE to purchase that additional portion of the Leased Premises needed for expansion, in which case improvements constructed on such portion of the Leased Premises shall be owned by the COLLEGE.

2.24 In the event the COLLEGE decides to make capital improvements on the Leased Premises, the COLLEGE will be responsible for the cost of extending Utilities from the property boundary to the location on the Leased Premises where the Utilities will be used. The TOWN will be responsible for the extension of all Utilities owned and operated by the TOWN including water and sewer to the approximate boundary of Leased Premises as a condition precedent to requiring the COLLEGE to utilize the same.

2.25 Future connection to Public Sewer. The COLLEGE shall connect to the TOWN's public sewer system at such time as the system is constructed and operating and connection is called for by City Code. The COLLEGE shall be responsible for the connection cost to the TOWN'S public sewer system. Besides the monthly sewer base fee a monthly use fee will be charged to the COLLEGE based on actual quantities of sewage placed in the public sewage system and shall not include any water applied by the COLLEGE to turf, agricultural uses, or other uses that do not contribute to sewage volume. If the COLLEGE generates industrial waste it will pre-treat sewage in accordance with the Federal, State, and the TOWN'S effluent CTR policy.

2.26 If the College disputes use charges associated with waste generation the COLLEGE shall install a real-time, master sewer discharge meter system that meets Town Standards for monthly fee calculations and the metered flow will thereafter govern the charges levied by the TOWN. Once installed and dedicated to the TOWN, the TOWN will assume all operations, maintenance, and data collection.

2.27 Extension of Option to Purchase. College has an option to purchase 10 acres of the Leased Premises pursuant to the terms of the contract entitled Amendment to Real Estate Purchase Agreement (Exchange Agreement) between COLLEGE and TOWN (the "Exchange Agreement") and in particular section 2.3 of the same. The Parties hereby agree that the Option to purchase shall be extended on the same terms and conditions as are provided in the Exchange Agreement except that the Option Term shall be extended for one additional year, *i.e.*, the option to purchase shall run from the execution of the Exchange Agreement and may be exercised until no later than midnight July 31, 2010, which shall hereafter be considered the "Option Term" as between the Parties.

2.28 Further Purchase Negotiations: Prior to termination of this lease, in the event COLLEGE determines it would be interested in purchasing all or part of the remaining TOWN owned Leased Premises or TOWN proposes sale of all

or part of the remaining TOWN owned Leased Premises to a third party, TOWN and COLLEGE will negotiate in good faith regarding the potential purchase or sale including terms regarding the same prior to entering into a contract with any party but the COLLEGE will not be obligated to purchase nor the TOWN to sell the property if an agreement is not reached.

3. UNDERTAKINGS BY COLLEGE.

3.1 Within the scope of its mission, it is the intention of the COLLEGE to work closely with the TOWN as an active cooperating party in economic development.

3.2 Toward this end, Yavapai College may assist in developing educational programs to train potential work forces that will be participating in the development of Old Home Manor and the Town of Chino Valley.

3.3 The commitment to this collaborative effort will serve as a positive incentive for prospective businesses that are considering location at the Old Home Manor site.

3.4 The COLLEGE, in good faith, will explore funding alternatives collaboratively with the TOWN in any joint venture deemed to be within the mission of the COLLEGE.

3.5 Review of Plans. All plans and specifications for proposed improvements shall be submitted to the TOWN for review and for compliance with all applicable building codes, fire safety codes and other governmental regulations.

3.5.1 The TOWN may, as a portion of the review process and prior to its issuance of a building permit for improvements on the Leased Premises, other than fences or flat work, provide notice (the "Notice of Removal Requirement") to COLLEGE that TOWN may at termination or expiration of the Lease, require the improvement to be removed and that area of the Leased Premises returned to its pre-improvement condition. In this event and should TOWN thereafter provide the further notice referenced in 2.22, COLLEGE shall remove the improvement. COLLEGE may request and TOWN shall, have 20 days after such request and TOWN'S being provided a site plan, building elevation and intended use for the improvement(s) (and not full construction documents and drawings) to provide notice that it will or may require removal of the improvements at the termination of the Lease. If TOWN fails to provide such notice after a request and the time period or requirement is not extended or waived, then TOWN shall be deemed to have waived its right to require removal of the improvement.

3.6 Use by TOWN. The COLLEGE shall accommodate use by the TOWN of classroom space, and common areas at no expense to the TOWN, at such time as such facilities are not scheduled for use by the COLLEGE or subject to a prior

rental by the COLLEGE. The TOWN agrees to leave the space clean after its use.

4. UNDERTAKINGS BY THE TOWN.

4.1 Except as otherwise provided in the Agreement, the TOWN shall, at its sole cost and expense, furnish or provide the following:

4.1.1 Access scheduled through the Town's Public Works Department to use the "Susan A. Williams Equestrian Center" for equine classes, instruction and events at such times as said facilities are not scheduled for use by the TOWN or subject to a prior rental by the TOWN, at no expense to the COLLEGE.

4.1.2 Use of facilities such as ball fields for student recreation, which facilities are, or which become, available to the TOWN, at such times as said facilities are not scheduled for use and which use shall be scheduled through the Town's Recreation Department.

4.1.3 The TOWN agrees to not allow any Vehicle Motor Sports Facility to be constructed or operated on any site on the TOWN's Old Home Manor property without COLLEGE'S consent and, as a courtesy, will notify the COLLEGE of any proposed other uses as per the Town's Citizen Notification and Participation Process that could be detrimental to the educational services being offered at the Agribusiness and Science Technology Center.

5. WATER USAGE, SUPPLY AND RIGHTS.

5.1 The COLLEGE has become a regular water user of the TOWN water system and is subject to the Town's rate schedule. Because the Town incorporates an inverted block tiered rate schedule, the lowest rates are achieved by reduced water consumption, reuse, implementing alternative water harvesting systems and conservation.

5.2 In the event any portion of the water systems for which the TOWN is responsible fail, the TOWN will make every reasonable effort to repair the same to provide water within 24 hours and shall in any event provide such repairs in a diligent fashion.

5.3 The COLLEGE shall be allowed, consistent with the regional 208 plan, to reuse the water delivered at the Leased Premises without being required to discharge the wastewater into the TOWN wastewater collection system. The reuse of this water will comply with all State and Federal standards and other articles of this Agreement. The TOWN will not be responsible for any violation of applicable law or regulation caused by the reuse of this water and the COLLEGE

hereby indemnifies and holds the TOWN harmless from any and all costs, expenses, liabilities or the like that may arise from any acts or inactions of the COLLEGE regarding its reuse of water. If the COLLEGE chooses to discharge wastewater into the TOWN wastewater collection system, the charges to the COLLEGE and responsibilities of the TOWN will be commensurate with the TOWN policy existing at that time for wastewater collection.

6. **TERMINATION.**

This Agreement shall continue in effect until: (i) it expires pursuant to its terms, (ii) the mutual agreement of the parties to terminate this Agreement, or (iii) upon default of either party, at the option of the non-defaulting party, subject to the notice and opportunity to cure provisions of this Agreement.

7. **RECORDS.**

All books, accounts, reports, files and other records relating to this Agreement shall be subject to all reasonable times to inspection and audit by either party for five (5) years after completion of the Agreement, pursuant to A.R.S. § 35-214. All such documents shall be produced at such offices as designated by either party in writing to the other.

8. **CANCELLATION.**

Either party, within three (3) years after execution of this Agreement, may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the political subdivisions hereto, has, at any time while the Agreement or any extension of the Agreement is in effect, been an employee or agent of any other party to the contract in any capacity or was a consultant to any other party to the Agreement with respect to the subject matter of the Agreement, pursuant to A.R.S. § 38-511 (A). All provisions of A.R.S § 38-511 are applicable to this Agreement.

9. **NOTICE.**

All notices or demands upon any party of this Agreement shall be in writing and shall be delivered in person or sent by first class mail, postage prepaid mail addressed as set forth below. Notice shall be deemed given the day so mailed and shall be deemed received 3 days after so posted. The addresses may be changed by notice pursuant to this section.

TOWN:
Attn.: Town Manager
Town of Chino Valley
P.O. Box 406
Chino Valley, AZ 86323

COLLEGE

Attn.: Vice-President of Administrative Services
 Yavapai County Community College District
 1100 East Sheldon Street
 Prescott, AZ 86301

10. DISPUTE RESOLUTION

The parties shall first attempt to resolve any contract claims or disputes they may have through negotiation. If they are unsuccessful in doing so, the parties shall submit any contract claims or disputes they may have to arbitration, pursuant to the Arizona Uniform Arbitration Act (Arizona Revised Statutes Sections 12-1501 through 12-1518), and Rules 72 through 76 of the Arizona Rules of Civil Procedure providing for arbitration by agreement or reference.

11. COVENANT AGAINST LIENS

COLLEGE and TOWN covenant and agree during the term hereof not to suffer or permit any liens to be attached to or upon the Premises or any portion thereof, by reason of any action or omission on the part of the applicable party's (the COLLEGE'S or the TOWN'S) contracting for or hiring others to provide work or materials on the Premises and such contracting or hiring party (the hiring party) expressly agree to save and hold harmless the other party for, from or against any lien or claim of lien. In the event any such lien does attach or any claim of lien is made against the Premises which may be occasioned by an act or omission on the part of the hiring party, and the same not be released within fifteen (15) days after such attachment or claim, then the other party (the non-liened party), in its reasonable discretion, may pay and discharge the same and relieve the Premises from any such lien, and hiring party agrees to repay and reimburse the non-liened party for and on account of any such expenses, including reasonable attorneys' fees, which may be incurred by non-liened party in discharging such lien or claim, including interest thereon at the rate of ten percent (10%) per annum, or, non-liened party, in its sole discretion, may treat such default on the part of the hiring party as a breach of this Lease. Notwithstanding the provision of this paragraph, then the hiring party shall have thirty (30) days within which to contest any claim of lien and if such contest is pursued with reasonable diligence, then and in those events, non-liened party shall not have the right to pay and discharge such claim of lien until a final determination of the contest. While such contest is continuing, such shall not constitute an event of default. The foregoing provisions shall not apply if the non-liened party is responsible for the costs of the maintenance, repairs or improvements under the terms of this Lease.

12. WAIVER

Waiver of any provisions of this Lease shall not be deemed to have been made by either party unless same is expressed in writing.

13. MISCELLANEOUS.

12.1 This Agreement is made in and shall be interpreted pursuant to the laws of the State of Arizona.

12.2 This Agreement represents the entire agreement between the parties and may only be altered or modified in writing signed by all of the parties hereto.

12.3 The parties acknowledge that time is of the essence as to each provision hereof.

12.4 In any civil action to declare or enforce or for damages for the breach of the terms of this lease, the prevailing party shall be entitled to and awarded costs, expenses and reasonable attorney's fees.

12.5 The parties enter upon this Agreement and agree to exercise their good faith towards each other in accomplishing the goals of this Agreement.

12.6 The parties agree to execute such documents and instruments as may be necessary to effectuate the intent of this Lease.

12.7 All prior negotiation and agreements between the parties regarding the subject matter of this Lease have been merged into this Lease.

12.8 This Lease shall be executed in triplicate, each to be considered an original.

IN WITNESS hereof, the parties have executed the Agreement on the respective date appearing under each signature.

Signatures and Notaries on next page.

STATE OF ARIZONA)
) ss.
 County of Yavapai)

The Town of Chino Valley

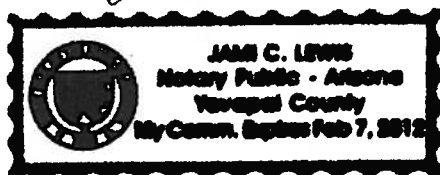
On this 19th day of MAY, 2009, before me personally appeared KAREN FANN, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

By: Maya Karen Fann

Title: MAYOR

Notary Public Jamie C. Lewis
 My Commission Expires: FEBRUARY 7, 2012

Date: MAY 19, 2009



Approved as to form:

[Signature]
 Attorney for Town of Chino Valley

STATE OF ARIZONA)
) ss.
 County of Yavapai)

Yavapai County Community College District

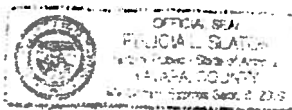
On this 26th day of May, 2009, before me personally appeared Patricia McCarver, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

By: [Signature]
Dr. Patricia McCarver

Title: District Governing Board Chair

Notary Public Felicia L. Slaton
 My Commission Expires: Sept 6, 2009

Date: 5/26/09



Approved as to form:

[Signature]
 Attorney for Yavapai County
 Community College District

Exhibit A

Following is a description a parcel of land being a portion of Tract 44, located in the Northeast 1/4 of Section 12, Township 16 North, Range 2 West, G&SRM, Yavapai County, Arizona.

The parcel is more particularly described by metes and bounds as follows:

FROM the Northeast corner of Section 12, and the Northeast corner of Tract 44, the **TRUE POINT OF BEGINNING** of this description:

THENCE South $00^{\circ}17'43''$ West along the East line of the Northeast 1/4 of Section 12, and along the East line of Tract 44, 2090.30 feet. From which point the East 1/4 corner of Section 12 bears South $00^{\circ}17'43''$ West, 674.75 feet;

THENCE South $89^{\circ}19'55''$ West, 1675.07 feet;

THENCE North $00^{\circ}17'43''$ East parallel with the East line of the Northeast 1/4 of Section 12, and the East line of Tract 44, 2071.08 feet to the North line of the Northeast 1/4, of Section 12. From which point the North 1/4 corner of Section 12 bears South $88^{\circ}40'28''$ West, 991.21 feet;

THENCE North $88^{\circ}40'28''$ East along the North line of the Northeast 1/4 of Section 12, 1675.50 feet to the **TRUE POINT OF BEGINNING** of this description.

The above described parcel contains 80.00 acres of land, more or less.

The **BASIS OF BEARINGS** for this description is the East line of the Northeast 1/4 of Section 12 which bears South $00^{\circ}17'43''$ West.

For a drawing of the parcel described above, see **EXHIBIT "B"** which by this reference is attached to and made part of this description.

EXHIBIT C

Following is a description of a parcel of land being a portion of Tract 44, located in the Northeast 1/4 of Section 12, Township 16 North, Range 2 West, Gila and Salt River Baseline and Meridian, Yavapai County, Arizona.

The parcel of land being described is a portion of the parcel of land described in Book 4234, Page 504. (Note: All references to recorded instruments refer to the records of the Yavapai County Recorder's Office.)

The parcel of land is more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Section 12 and the Northeast corner of Tract 44, as shown on the Record of Survey recorded in Book 12 of Land Surveys, Page 51, monumented with a brass cap marked "U.S. General Land Office Survey, 1913".

THENCE South 00°17'43" West, along the East line of the Northeast 1/4 of Section 12 and the East line of Tract 44, and along the East line of the parcel of land described in Book 4234, Page 504, 633.83 feet, to the **TRUE POINT OF BEGINNING** of this description, monumented with a capped rebar marked "ARIZONA ENG CO LS37496, LS13010".

THENCE continuing South 00°17'43" West, along the East line of the Northeast 1/4 of Section 12 and the East line of Tract 44, and along the East line of the parcel of land described in Book 4234, Page 504, 922.46 feet, monumented with a capped rebar marked "ARIZONA ENG CO LS37496, LS13010". From which point the East 1/4 corner of Section 12 bears South 00°17'43" East, 1208.75 feet.

THENCE South 88°40'28" West, 649.53 feet, monumented with a capped rebar marked "ARIZONA ENG CO LS37496, LS13010";

THENCE North 00°17'43" East, 116.00 feet, monumented with a capped rebar marked "ARIZONA ENG CO LS37496, LS13010";

THENCE South 88°40'28" West, 1025.97 feet, to the West line of the parcel of land described in Book 4234, Page 504, monumented with a capped rebar marked "ARIZONA ENG CO LS37496, LS13010";

THENCE North 00°17'43" East, along the West line of the parcel of land described in Book 4234, Page 504, 684.31 feet, monumented with a capped rebar marked "ARIZONA ENG CO LS37496, LS13010";

THENCE North 88°40'28" East, 975.69 feet, monumented with a capped rebar marked "ARIZONA ENG CO LS37496, LS13010";

THENCE North 00°17'43" East, 122.16 feet, monumented with a capped rebar marked "ARIZONA ENG CO LS37496, LS13010";

THENCE North 88°40'28" East, 699.81 feet, to the **TRUE POINT OF BEGINNING** of this description.

Together with a Roadway and Utility Easement, described in Book 4555, Page 852, which covers the East 30.0 feet of the above described parcel.

The above described parcel of land contains 30.00 Acres, more or less.

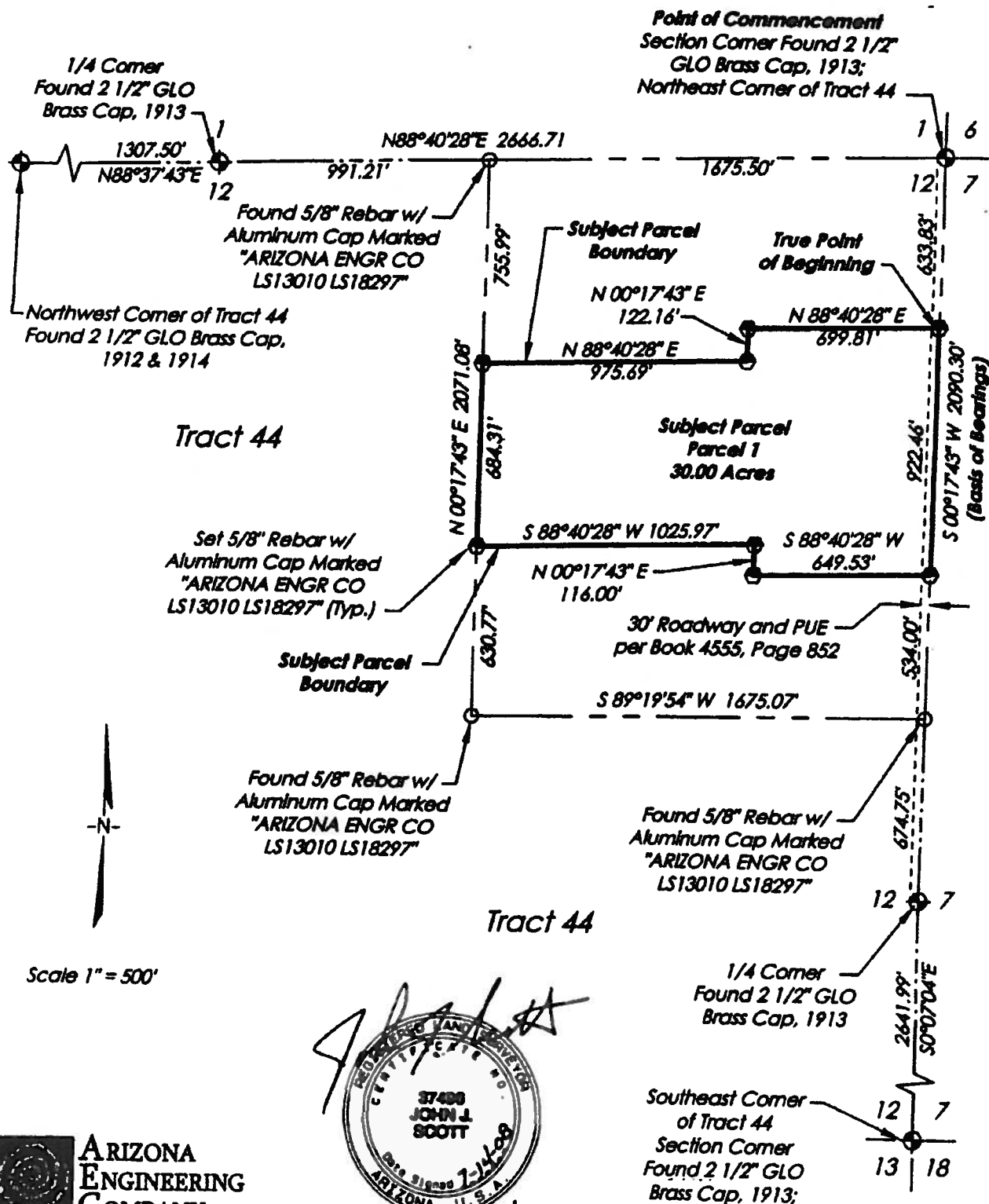
The **BASIS OF BEARINGS** for this description is the East line of the parcel of land described in Book 4234, Page 504, which bears South 00°17'43" West.

For a drawing of the parcel described above, see Exhibit "B-1", which by this reference, is attached to, and made part of this description.



EXHIBIT C (continued)

A parcel of land being a portion of Tract 44, located in the Northeast 1/4 of Section 12, Township 16 North, Range 2 West, G&SRM, Yavapai County, Arizona.



AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into by and between the Town of Chino Valley, an Arizona municipality (hereinafter referred to as "the TOWN" or "LESSOR") and Yavapai County Community College District, a community college district duly organized under the laws of the State of Arizona (hereinafter referred to as "THE COLLEGE" or "LESSEE").

1. RECITALS.

1.1 The TOWN and the COLLEGE entered into an Amended Lease Agreement (hereinafter referred to as "the LEASE") for the lease of fifty (50) acres of real property adjacent to the 30 acre campus of THE COLLEGE located in what is commonly known as "Old Home Manor" for the period from May 19, 2008, through April 18, 2015.

1.2 The COLLEGE desires to renew the LEASE to extend it through April 18, 2025, pursuant to paragraph 2.5, "Options to Renew."

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE COLLEGE AND THE TOWN THAT SAID LEASE IS AMENDED AS FOLLOWS:

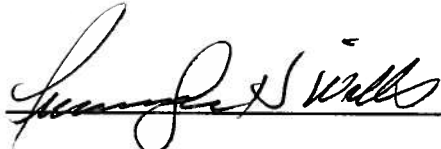
1. **The term of the LEASE is extended from April 19, 2015 through April 18, 2025.**
2. Except as expressly amended herein, the pricing, terms and conditions set forth in said original Amended Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIRST AMENDMENT TO LEASE TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

TOWN OF CHINO VALLEY

YAVAPAI COLLEGE

By: _____

By:  _____

Title: _____

Title: President _____

Date: _____

Date: 3/8/14 _____

[Type text]



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. d.**

Meeting Date: 06/24/2014
Contact Person: Liz Hart, Town Clerk Assistant/Records Technician
 Phone: 928-636-2646 x-1210
Department: Town Clerk
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to amend the regular meeting agenda format by moving Executive Session after the Action Items.

RECOMMENDED ACTION:

Direction to Staff

SITUATION AND ANALYSIS:

Amend the regular meeting agenda format to place Executive Sessions after Action Items.

Fiscal Impact

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 8. a.

Meeting Date: 06/24/2014
Contact Person: Liz Hart, Town Clerk Assistant/Records Technician
 Phone: 928-636-2646 x-1210
Department: Town Clerk
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Discussion and consideration of proposed General Obligation Bond election language.

RECOMMENDED ACTION:

Confer and provide feedback and input to staff regarding development of language and materials for the proposed ballot measure.

SITUATION AND ANALYSIS:

Michael Cafiso of the law firm of Greenburg Traurig serves as the Town's bond counsel. Mr. Cafiso prepared the attached ballot language that will be used at the November 4, 2014 bond election. The ballot language would authorize the issuance of bonds that would be repaid by the property owners in the Town through secondary property taxes for the design and construction of facilities for water production and distribution and wastewater collecting and treatment. The authorization would be for bonds that would mature not more than 25 years from their date and would bear interest at a rate of not to exceed 7% per annum. The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds.

Fiscal Impact

Attachments

Staff report

Election Language Draft

Agenda Item Staff Report SITUATION & ANALYSIS

Issue Statement

Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.

Council has indicated through prior action that the findings generated by the Citizens' Bond Committee warrant a bond question on the upcoming election ballot in November 2014.

Pursuant to those ends, staff is working to create ballot language and other necessary materials for Council's consideration of the bond election, and has brought in legal and financial consultants to assist Council in the creation of these materials.

Draft materials have been forwarded to Council for consideration, and through additional discussion and feedback with Council, these materials will be improved to meet Council's objectives in the proposed bond measure.

Applicable "Policy"

Bulleted list, by section number and title, of the statute, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the "policy" section(s) may be included if there are multiple issues or details that need to be covered.

N/A

Satisfaction of "Policy"

Bulleted list, by section number and title, of the above relevant "policies," with a narrative explaining how each of them were/will be met or satisfied.

N/A

Summary of Issues and Staff Rationale

Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.

N/A

Findings of Fact

Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.

N/A

- Pages 1-5
 - legislative action of the Council ordering and calling the Election, approving ballot and information pamphlet and authorizing all other related actions
- Page A-1
 - Ballot Forms - (Full Form) = what the voters are actually being asked to approve; it controls

(Tag Form) = what shows on the ballot because of space limitations; (Full Form) controls
- Pages B-1 - B-15
 - Informational Pamphlet and Sample Ballot = how notice of the Election is provided to voters; it is mailed thirty-five days prior to the Election to each household in the Town which includes a registered voter; it includes statutory required information (A.R.S. § 35-454)
- Page C-1
 - the form of notice of requesting arguments for and against approval; it will be posted and published as indicated

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 4, 2014, IN AND FOR THE TOWN OF CHINO VALLEY, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS THEREOF A QUESTION OF SELLING AND ISSUING BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAXES

WHEREAS, the Mayor and Common Council of the Town of Chino Valley, Arizona (hereinafter referred to as the "Council"), desire to provide certain, additional utility services to the citizens of the Town of Chino valley, Arizona (hereinafter referred to as the "Town"),

at the lowest rates with the fewest rate increases possible for the following purposes:

- To expand the ability of the Town to protect the Town and its citizens from the threat of fire;
- To increase its sewer collection and intercept of waste streams to maximize treatment and recharge of same to preserve the Town's aquifer and water resources for future generations;
- To develop the Town's local economy and in connection therewith, to provide more jobs, sales tax proceeds and retail/ commercial choices for the citizens of the Town;
- To follow and implement the policies and concepts enumerated in the General Plan of the Town, in order to create infrastructure, jobs and choices for the Town in the most efficient and effective manner as described in such plan and
- To ensure that the General and Strategic Plans of the Town will be implemented on a consistent basis to effect the changes in the development of the Town, as expressed by its citizens through such plans

; and WHEREAS, the foregoing are in the best interests of the health, safety and welfare of the citizens of the Town; and

WHEREAS, provision of such utility services will be accomplished by the following:

- The acquisition of the domestic water system of the City of Prescott, Arizona, in the Town per the acquisition agreement with such city;
- The settlement of the construction manager at risk agreement related to the waste water treatment plant of the Town per the settlement agreement with Fann Contracting and
- [Highway 89 Water/Sewer Extension]

; and WHEREAS, such capital needs of the Town can be financed best through the sale and issuance of bonds of the Town, the debt service with respect to which shall be paid through the levy of secondary (ad valorem) property taxes, which tax levy shall be no more than required to repay such bonds and shall cease when the bonds are paid; and

WHEREAS, pursuant to Section 35-452, Arizona Revised Statutes, the Council must order an election to determine whether such

indebtedness shall be authorized (hereinafter referred to as the "Election"); and

WHEREAS, if the issuance of such bonds is approved, it is expected that the bonds will be sold to the Water Infrastructure Finance Authority of Arizona;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA:

Section 1. That the Election, in and for the Town, be and the same is hereby ordered and called to be held on November 4, 2014, at which time there shall be submitted to the qualified electors of the Town the question of authorizing the sale and issuance of bonds of the Town in the aggregate principal amount and for the purposes set forth in the official ballot for the Election.

Section 2. That the official ballot for the Election (hereinafter referred to as the "Official Ballot") shall be in substantially the form attached hereto as Exhibit "A."

Section 3. (A) That notice of the Election shall be given by mailing an informational pamphlet (hereinafter referred to as the "Informational Pamphlet") and a sample of the Official Ballot in substantially the form attached hereto as Exhibit "B," as revised as hereinafter described, to each household within the Town that contains a registered voter not less than thirty-five days before the Election.

(B) That the Informational Pamphlet shall be prepared by the Clerk of the Town, and the Clerk of the Town is hereby authorized and directed to cause the Informational Pamphlet to be provided as and under the circumstances described herein in the form he deems acceptable. The Clerk of the Town is hereby authorized and directed to submit, within thirty (30) days after the date of the Election, a copy of the Informational Pamphlet to the Arizona Department of Revenue.

(C) That the Clerk of the Town is hereby authorized to request arguments for and against the subject matter of the Election by providing the notice in the form and by the means provided in the form attached hereto and marked Exhibit "C" (hereinafter referred to as the "Request for Arguments"). **The deadline for submitting arguments is _____, 2014, at 5:00 p.m.**

Section 4. That absentee/early voting with respect to the Election shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.

Section 5. That the Clerk of the Town is hereby authorized and directed to have printed and delivered to the election officials at the polling places, to be by them furnished to the qualified electors of the Town offering to vote at the Election, the Official Ballot.

Section 6. That in order to comply with the Voting Rights Act of 1965, as amended, the following materials pertaining to the Election shall be translated into Spanish and mailed or distributed in each instance where mailing or distributing of such materials is required, to-wit: Request for Arguments, Informational Pamphlet, Official Ballot, "Absentee/Early Voting Materials" and "Instructions At The Polling Places."

Section 7. That the Mayor and Common Council of the Town hereby establish the following election precinct(s) (which, except as otherwise provided herein, have the same boundaries and the county election precinct(s) as provided in Section 16-411, Arizona Revised Statutes, as amended) and designates the following polling place in each precinct:

<u>Precincts</u>	<u>Polling Place</u>
------------------	----------------------

The consolidation of any precincts indicated above is approved, and such consolidation is hereby deemed necessary for purposes of the Election. With respect to any polling place for a precinct designated within an adjacent precinct as indicated, it is hereby found that no suitable polling place is available within such precinct.

Section 8. (A) That the Election shall be held, conducted and canvassed in conformity with the provisions of the regular election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the Town.

(B) That the Election may be conducted using either electromechanical or electronic vote recording and ballot counting equipment or paper ballots, as shall be determined to be in the best interests of the Town by the Election Department of the County and the Clerk of the Town. The Clerk of the Town is authorized and directed to enter into a contract with the County Recorder of Yavapai County, Arizona (the "County") to obtain precinct registers for the election and to enter into an agreement with the Elections Department of the County to conduct the Election for the Town.

(C) That all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditure shall be paid from current operating funds of the Town.

(D) That the Clerk of the Town is hereby authorized to take all necessary action to facilitate the Election.

Section 9. (A) That the official returns from the Election shall be made to the Mayor and Common Council of the Town within

twenty (20) days from the date of the Election and the Election shall be canvassed and the results thereof certified by the Mayor and Common Council of the Town at a meeting to be held within twenty (20) days after the date of the Election, as provided by law.

(B) That the Mayor and Common Council of the Town shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

PASSED, ADOPTED AND APPROVED by the Mayor and Common
Council of the Town of Chino Valley, Arizona, on _____, 2014.

.....
Mayor, Town of Chino Valley, Arizona

ATTEST:

.....
Clerk, Town of Chino Valley,
Arizona

APPROVED AS TO FORM:

.....
Town Attorney, Town of Chino
Valley, Arizona

CERTIFICATION

I hereby certify that the foregoing Resolution No. _____
was duly passed and adopted by the Mayor and Common Council of the
Town of Chino Valley, Arizona, at a regular meeting held on
_____, 2014, that the vote thereon was ... ayes, ... nays, and
that the Mayor and ... Council members were present thereat.

.....
Clerk, Town of Chino Valley, Arizona

EXHIBIT "A"

OFFICIAL BALLOT

(FULL FORM)

ISSUANCE OF BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAX

Shall the Town of Chino Valley, Arizona (the "Town"), be authorized to incur indebtedness by the issuance of bonds of the Town in the principal amount of \$13,500,000 for the purpose of providing funds to pay the costs to design, develop, construct, acquire, equip and furnish facilities of the Town for water production and distribution and wastewater collection and treatment, including acquisition of necessary related interests in real estate, appurtenances and equipment and to pay all costs incidental to any of the foregoing and to the sale and issuance of such bonds; such bonds, or any series thereof, to be issued as general obligation bonds of the Town, payable from secondary (ad valorem) property taxes levied upon all of the taxable property in the Town, to mature not more than 30 years from their date and to bear interest at a rate of not to exceed 7% per annum?

The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds.

FOR THE BONDS ☐AGAINST THE BONDS ☐

(TAG FORM)

A "yes" (For the Bonds) vote shall authorize the Town of Chino Valley, Arizona to sell and issue \$13,500,000 principal amount of general obligation bonds.

A "no" (Against the Bonds) vote shall not authorize the Town of Chino Valley, Arizona to sell and issue such bonds.

FOR THE BONDS ☐AGAINST THE BONDS ☐

EXHIBIT "B"

TOWN OF CHINO VALLEY, ARIZONA

INFORMATIONAL PAMPHLET
AND SAMPLE BALLOT

NOVEMBER 4, 2014
SPECIAL ELECTION

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Form of Ballot.....	14
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LETTER TO THE VOTERS OF THE TOWN:

The Mayor and Common Council of the Town of Chino Valley, Arizona (the "Council"), pursuant to Resolution No. _____, adopted on _____, 2014, have ordered that a special election be held in and for the Town of Chino Valley, Arizona (the "Town"), on November 4, 2014 (the "Election").

The purpose of this Informational Pamphlet is to provide you with information on the question which will appear on the ballot for the Election.

The Council of the Town is requesting authorization to issue general obligation bonds in the principal amount of not to exceed \$13,500,000 payable from secondary (ad valorem) property taxes (the "Bonds"). (General obligation bonds are secured by an unlimited tax levy of the issuer; that is, the issuer pledges to levy the necessary taxes on all assessable property within its jurisdiction to provide timely repayment of the debt.)

If approved at the Election, the Bonds would provide funds to pay the costs to acquire the domestic water system of the City of Prescott, Arizona, in the Town per the acquisition agreement with such city (\$4,245,000); to settle the construction manager at risk agreement related to the waste water treatment plant of the Town per the settlement agreement with Fann Contracting (\$3,030,000) and [Highway 89 Water/Sewer Extension] (\$6,225,000) and to pay all costs incidental to any of the foregoing and to the sale and issuance of the Bonds. The Bonds [will/are expected to] be sold to the Water Infrastructure Finance Authority of Arizona to take advantage of lower borrowing costs available through it.

A person is entitled to vote in the Election who has resided in a precinct in the boundaries of the Town for 29 days preceding the Election, who is qualified to register to vote as provided in Section 16-101, Arizona Revised Statutes, as amended, and whose registration has been received by the Elections Department of Yavapai County, Arizona prior to midnight of the 29th day preceding the date of the Election. The last day to register for the Election was _____, 2014.

A sample ballot and a list of the polling places for the election are included in this Informational Pamphlet.

Preparation of this Informational Pamphlet is required by State law and in compliance with the Federal Voting Rights Act, has been printed in English and Spanish. In order to be prepared to fully exercise your right to vote at the Election, you are urged to thoroughly read all the material. This Informational Pamphlet may be taken into the voting booth on the day of the Election.

Polling places for the Election will be open from 6 a.m. to 7 p.m. on November 4, 2014. Each voter must vote at the polling place in which the voter is registered. Please check the address label on this Informational Pamphlet for your polling place location.

JAMI LEWIS
Town Clerk, Town of Chino Valley,
Arizona

GENERAL QUESTIONS AND ANSWERS ABOUT THE PROPOSED BONDS

*(This section provides basic information to assist voters.
Detailed, legal descriptions of the ballot question
and projects are in a later section.)*

Why is this election being held?

Bonds that are payable from Town *ad valorem* secondary property taxes require voter approval. These bonds are commonly called general obligation bonds.

One bond authorization question is being submitted for your consideration at the Election for that purpose. The Bonds, which are the subject of such question, will provide financing for three projects that are a part of the Town's long-range planning program.

How do general obligation bonds work?

If the Bonds are approved by the voters at the Election, they will be issued as soon as possible. The amount of the Bonds may not exceed the amount approved by the voters at the Election. Proceeds of the sale of the Bonds may only be used for the purposes specified in the ballot question.

If approved, the Bonds will be paid from property taxes levied on property within the Town. More specifically, the Town will impose secondary property taxes to repay the principal and interest on the Bonds over time. Some of the costs may be paid from other Town sources that will reduce the amount of property taxes required.

Payments of taxes by present and future landowners will be used to repay the Bonds over a period of not more than 30 years in the same manner that homeowners pay off a home mortgage over time. Once the Bonds are paid in full, the levy of taxes for such purpose will stop.

The amount of general obligation bonds the Town may issue is limited by the State Constitution. The limit is based on a percentage of the total taxable property within the Town.

What are primary and secondary property taxes?

Primary property taxes fund the maintenance and operation budgets for local governments. Secondary property taxes pay for bond issues, budget overrides, and special districts. Your tax bill has a separate primary and secondary property tax rate for the Town as well as most other local governments.

QUESTIONS AND ANSWERS ABOUT THE PROPOSED PROJECTS

What exactly will the proceeds of the sale of the Bonds be used for?

- Acquire the domestic water system of the City of Prescott, Arizona, in the Town per the acquisition agreement with such city (\$4,245,000).
- Settle the construction manager at risk agreement related to the waste water treatment plant of the Town per the settlement agreement with Fann Contracting (\$3,030,000).
- [Highway 89 Water/Sewer Extension] (\$6,225,000).

Why are the projects needed?

- To expand the ability of the Town to protect the Town and its citizens from the threat of fire;
- To increase its sewer collection and intercept of waste streams to maximize treatment and recharge of same to preserve the Town's aquifer and water resources for future generations;
- To develop the Town's local economy and in connection therewith, to provide more jobs, sales tax proceeds and retail/commercial choices for the citizens of the Town;
- To follow and implement the policies and concepts enumerated in the General Plan of the Town, in order to create infrastructure, jobs and choices for the Town in the most efficient and effective manner as described in such plan and
- To ensure that the General and Strategic Plans of the Town will be implemented on a consistent basis to effect the changes in the development of the Town, as expressed by its citizens through such plans.

When will work begin and end?

What will be the source of the money for projects?

The Bonds [will/are expected to] be sold to the Water Infrastructure Finance Authority of Arizona ("WIFA"). WIFA is an independent agency of the state of Arizona and is authorized to finance the construction, rehabilitation and/or improvement of drinking water, wastewater, wastewater reclamation and other water quality facilities/projects. WIFA provides significant savings due to lower interest rates and no closing costs. WIFA is able to lower a borrower's interest costs to between 70 and 95% of WIFA's cost of borrowing.

Where can I find additional information on this question?

CERTAIN REQUIRED INFORMATION ABOUT GENERAL OBLIGATION BONDS

Amount of Bonds To Be Authorized and Maximum Interest Rate of the Bonds: The amount of the authorization for the Bonds requested by the Election is \$13,500,000. The maximum interest rate on the Bonds would not exceed 7% per annum.

Estimated Taxpayer Cost: The Bonds would be repaid from a levy of secondary (ad valorem) property taxes on all taxable property within the Town which would initially impact the taxpayers in the 2015-16 fiscal year in the form of **a \$1.35 tax rate increase**. The cost of this increase for any given property will depend on the Yavapai County Assessor's full cash and secondary assessed values of that property. Such values are not necessarily equal to the market value of that property. Each property owner should refer to his/her annual property tax statement issued by the Yavapai County Assessor or his/her property tax bill to determine the Yavapai County Assessor's full cash and secondary assessed values. That information, utilized in connection with the following table, will enable a property owner to determine the estimated annual and monthly tax cost that would result from the authorization and issuance of the Bonds:

Owner Occupied Residential Property
(Assessed at 10%)

Assessor's Full Cash Value(a)	Assessed Value	<u>Estimated \$1.2151 Tax Rate Impact(b)</u>	
		<u>Estimated Average Annual Cost</u>	<u>Estimated Average Monthly Cost</u>
\$ 91,940(c)	\$ 9,140	\$111.72	\$ 9.31
100,000	10,000	121.51	10.13
250,000	25,000	303.78	25.32

The tax impact over the term of the Bonds on an owner-occupied residence valued by the county assessor at \$250,000 is estimated to be \$321 per year for 20 years, or \$6,422 total cost.(d)

Agricultural Property
(Assessed at 16%) (e)

Assessor's Full Cash Value(a)	Assessed Value	<u>Estimated \$1.2151 Tax Rate Impact(b)</u>	
		<u>Annual Cost</u>	<u>Monthly Cost</u>
\$ 19,388(c)	\$ 3,102	\$ 37.69	\$ 3.14
100,000	16,000	194.42	16.20
250,000	40,000	486.05	40.50

The tax impact over the term of the Bonds on agricultural or other vacant property valued by the county assessor at \$100,000 is estimated to be \$193 per year for 20 years, or \$3,867 total cost.(d)

Commercial and Industrial Property
(Assessed at 19%) (f)

Assessor's Full Cash Value(a)	Assessed Value	<u>Estimated \$1.2151 Tax Rate Impact(b)</u>	
		<u>Annual Cost</u>	<u>Monthly Cost</u>
\$ 264,663(c)	\$ 50,286	\$ 611.03	\$ 50.92
500,000	95,000	1,154.36	96.20
1,000,000	190,000	2,308.73	192.39

The tax impact over the term of the Bonds on an commercial property valued by the county assessor at \$1,000,000 is estimated to be \$2,315 per year for 20 years, or \$46,307 total cost.(d)

- (a) Assessor's full cash value is the value of your property as it appears on your tax bill and does not necessarily represent the market value.
- (b) Cost based on the projected average annual tax rate over the life of the bond issues and a number of other financing assumptions which are subject to change.
- (c) Represents the average value according to the Arizona Department of Revenue for 2014-15 secondary tax purposes.
- (d) Assumes the assessed value annually grows at the lesser of five percent or at 50% of the projected total increase in secondary assessed value as determined as described in footnote (c) to the Table that follows.
- (e) Adopted legislation requires that the assessment ratio be phased down by increments of 0.5% per year until the assessment ratio reaches 18% in fiscal year 2016-17.
- (f) Adopted legislation requires that the assessment ratio be reduced to 15% in fiscal year 2016-17.

Estimated Issuance Costs: Should the Bonds be authorized and issued, the Town estimates that the cost of issuance of the Bonds will be approximately \$80,000 per sale.

Current Outstanding General Obligation Debt and Constitutional Debt Limitation: The Town does not currently have ad valorem tax debt outstanding. The constitutional debt limit of the Town is \$17,392,281, being twenty-six percent (26%) of the current secondary assessed valuation of the Town.

Projects and Expenditures For Which the Bonds Are To Be Issued:

- Acquire the domestic water system of the City of Prescott, Arizona, in the Town per the acquisition agreement with such city (\$4,245,000).
- Settle the construction manager at risk agreement related to the waste water treatment plant of the Town per the settlement agreement with Fann Contracting (\$3,030,000).
- [Highway 89 Water/Sewer Extension] (\$6,225,000).

Plan of Finance:

If the Election is successful, it is anticipated that the Town would issue the total amount of the Bonds by the means of one or more bond sales. The interest rate to be borne by the Bonds would be determined by the market conditions that prevail at the time of sale, but in no event would the Bonds be sold at an interest rate greater

than 7% per annum. Repayment of both principal of and interest on the Bonds would occur over a period of not to exceed 30 years.

The Bonds would be repaid from a levy of secondary property taxes on all taxable property within the Town. This levy would be in addition to that described above for the Tax which is a primary property tax.

For purposes of estimating the debt service on the Bonds, the Town anticipates amortizing the Bonds over a period of twenty (20) years and has assumed an increase of 2.0% of secondary assessed valuation for fiscal years 2015-16 through 2019-20 and 0.85% growth thereafter. The assessed value is also adjusted to reflect the following statutory assessment ratio phase downs: class 1 to 18% in 2016-17 and class 2 from 16% in 2015-16 to 15% in 2016-17. The 2014-15 estimated secondary assessed valuation has been provided by the Yavapai County Assessor's Office. The actual secondary assessed valuation will determine the Town's general obligation bond capacity described above and the tax rate needed to pay debt service on general obligation bonds issued and payable from the levy of the secondary property tax. The following is an estimated debt service schedule for current amount of bonds outstanding and the Bonds:

Fiscal Year	Secondary Assessed Valuation(a)	Principal	Estimated Interest(b)	Projected Total General Obligation Debt Service (c)	Estimated Tax Rate
2014/15	\$66,893,394	\$ 325,000	\$587,250	\$ 912,250	\$0.00
2015/16	67,643,123	530,000	382,075	912,075	1.35
2016/17	67,923,415	545,000	366,705	911,705	1.34
2017/18	69,281,884	560,000	350,900	910,900	1.32
2018/19	70,667,521	580,000	334,660	914,660	1.29
2019/20	72,080,872	595,000	317,840	912,840	1.27
2020/21	72,693,559	610,000	300,585	910,585	1.26
2021/22	73,311,454	630,000	282,895	912,895	1.24
2022/23	73,934,602	645,000	264,625	909,625	1.23
2023/24	74,563,046	665,000	245,920	910,920	1.22
2024/25	75,196,832	685,000	226,635	911,635	1.21
2025/26	75,836,005	705,000	206,770	911,770	1.20
2026/27	76,480,611	725,000	186,325	911,325	1.19
2027/28	77,130,696	745,000	165,300	910,300	1.18
2028/29	77,786,307	770,000	143,695	913,695	1.17
2029/30	78,447,490	790,000	121,365	911,365	1.16
2030/31	79,114,294	815,000	98,455	913,455	1.15
2031/32	79,786,766	835,000	74,820	909,820	1.14
2032/33	80,464,953	860,000	50,605	910,605	1.13
2033/34	81,148,905	885,000	25,665	910,665	1.12
2034/35	81,838,671	13,500,000		18,233,090	1.11
		\$ 325,000		\$ 912,250	

Average Additional Tax Rate Per \$100 Assessed Value:

\$1.21

- (a) Beginning in 2015/16, that assessed valuation will be based on the limited property value. Fiscal year 2014/15 is actual as reported by the Arizona Department of Revenue. Fiscal years 2015/16 through 2019/20 assume 2.00% growth and subsequent years assume 0.85% growth. Assessed values are also adjusted to reflect the following statutory phased downs: in class 1 phase down by one half percentage point per year to 18% in 2016/17 and class 2 from 16% in 2015/16 to 15% in 2016/17.
- (b) A 2.0% average interest rate has been estimated in calculating interest costs for the 2015 issue.
- (c) Estimated total debt service estimate does not include adjustments for interest earnings on the investment of Bond proceeds, tax collection delinquencies or applicable federal arbitrage rebate.

ESTIMATED TOTAL COSTS OF THE PROPOSED BOND AUTHORIZATION INCLUDING PRINCIPAL AND INTEREST IS \$18,233,090.

IMPORTANT VOTING INFORMATION

Hours during the day when the polls will ne open: The polling place shall be open at 6:00 a.m. and close at 7:00 p.m. on the date of the Election.

Polling Locations:

<u>Precincts</u>	<u>Polling Place</u>
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Other Important Voter Information: A person is entitled to vote in the Election who has resided in a precinct in the boundaries of the Town for 29 days preceding the Election, who is qualified to register to vote as provided in Section 16-101, Arizona Revised Statutes, as amended. The last day to register for the Election is, 2014.

1. Please check the address label on this voter information pamphlet for your polling place information.
2. Polling places will be open from 6:00 a.m. to 7:00 p.m.
3. Any qualified elector who is either physically or visually impaired or who is unable to read or understand the contents of the ballot, may be accompanied into the voting booth by a person of such elector's choice for the purpose of assisting such elector in casting a ballot.
4. Sample ballots may be brought to the voting place and may be taken into the voting booth on the day of the election.
5. Any qualified elector, who at 7:00 p.m., is in the line of waiting voters, will be allowed to prepare and cast a ballot.

Early/Absentee Voting Information: Any qualified elector may vote an early/absentee ballot for the Election. Absentee/early voting with respect to the Election shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes. Absentee/early voting information with respect to the Election may be obtained by contacting the Town of Chino Valley Town Clerk's Office, 202 North State Route 89, Chino Valley, Arizona 86323, telephone number: (928) 636-2646.

To Vote An Early/Absentee Ballot In Person: Appear in person at the Town of Chino Valley Town Clerk's Office, 202 North State Route 89, Chino Valley, Arizona 86323, no later than the close of business on, 2014. Voting will be permitted Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

To Obtain An Early/Absentee Ballot By Mail: Submit a written, signed request to Town of Chino Valley Town Clerk's Office, 202 North State Route 89, Chino Valley, Arizona 86323 or call (928) 636-2646.

- a. If confined because of physical disability or illness, indicate address of confinement and if assistance is needed.
- b. If you will be out of Town, indicate where to mail the early/absentee ballot.

Written or verbal requests for an early/absentee ballot must be received by the Town of Chino Valley Town Clerk's Office before 5:00 p.m. on, 2014, in order for the ballot to be mailed.

The returned early/absentee ballot must be received in the Yavapai County Recorder's Office not later than 7:00 p.m. on election day, November 4, 2014, in order for the ballot to be counted.

To Obtain Further Information, Contact:

For Election Process, Voting Information and Voter Registration:

Yavapai County Elections Department
1015 Fair Street
Prescott, Arizona 86305
Telephone: (928) 771-3250

Early/Absentee Ballot Information:

Town of Chino Valley Town Clerk
202 North State Route 89
Chino Valley, Arizona 86323
Telephone: (928) 636-2646

If you do not know if you are qualified to vote, you should contact the Yavapai County Recorder's Office at the telephone number shown above.

FORM OF BALLOT

[Insert ballot form here]

ARGUMENTS FOR/AGAINST

[Insert arguments for/against here]

Bulk Rate
U.S. Postage Paid
Permit No. _____
_____, Arizona

OFFICIAL VOTING MATERIAL

YOUR POLLING PLACE
IS INDICATED ON LABEL

Only one voter Informational Pamphlet has been
mailed to each household containing a
registered voter. Please make it available to
all registered voters in the household.

EXHIBIT "C"

REQUEST FOR ARGUMENTS FOR AND AGAINST THE
AUTHORIZATION OF A PRIMARY (AD VALOREM) PROPERTY
TAX IN AND FOR THE TOWN OF CHINO VALLEY, ARIZONA,
AND THE ISSUANCE OF BONDS PAYABLE FROM A
SECONDARY (AD VALOREM) PROPERTY TAX BY THE TOWN
TO BE CONSIDERED BY THE VOTERS OF THE TOWN OF
CHINO VALLEY, ARIZONA, AT AN ELECTION TO BE HELD
ON NOVEMBER 4, 2014

Pursuant to Resolution No. _____ adopted by the Mayor
and Common Council of the Town of Chino Valley, Arizona, (the "Town"),
on _____, 2014 (the "Resolution"), a special election in and
for the Town was ordered and called to be held on November 4, 2014
(the "Election"). Notice of the Election will be given by mailing an
informational pamphlet. Such information is to include arguments for
and against the authorization of the issuance of bonds payable from a
secondary (ad valorem) property tax by the Town to be considered at
the Election. (The text of the questions to be considered at the
Election is included in the Resolution which is available at the
Office of the Clerk of the Town at 202 North State Route 89, Chino
Valley, Arizona 86323.) Any person interested in providing any such
argument is hereby requested to provide the same to the Clerk of the
Town at the address indicated above before 5:00 p.m., Arizona time on
_____, 2014. If you have any questions about the foregoing,
please contact the Clerk of the Town at (928) 636-2646.

/s/ Jami Lewis
.....
Town Clerk, Town of Chino Valley,
Arizona

This Request (along with Spanish translation thereof) should be posted
at all places at which notices of meetings of the Mayor and Common
Council of the Town are posted and published once in the

_____.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. b.**

Meeting Date: 06/24/2014
Contact Person: Cecilia Watts, General Services Director
 Phone: 928-636-2646 x-1202
Department: General Services
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve changes to Town of Chino Valley, Personnel Policy, dated 9/12/2002, Policy No. 710, "Holidays," effective 7/1/2014.

RECOMMENDED ACTION:

Move to approve changes to Town of Chino Valley, Personnel Policy, dated 9/12/2002, Policy No. 710, "Holidays," effective 7/1/2014.

SITUATION AND ANALYSIS:

Each year the Police Officer's Association has an opportunity to discuss with the Town Manager their working conditions, salaries, benefits, or any other issue they would like to see improved in their department. Mr. Smith met with the Association's representatives, Officer Mike Knittle and Civilian Officer Supervisor Laurie Whisenand, to discuss viable options for the Police Department sworn personnel and others covered under the Memorandum of Understanding (MOU).

The Town's Holiday Policy, Policy No. 710, states that "all non-exempt employees required to work on an actual holiday shall be paid for the actual holiday hours worked at the rate of one and one half (1 1/2) times regular pay and in addition shall accrue holiday hours at the rate of one hour for each actual holiday hour worked up to a maximum of eight (8) hours." The Town observes 80 hours of holiday hours a year, but the policy does not allow an employee to accrue over 48 hours of holiday leave hours.

It was identified that because of the schedules that Police Officers work, they build up a lot of leave time. With the staffing shortages and turnover the department has been experiencing over the last several years, the staff has not been able to deplete their leave time as fast as they are building it up. After discussion with other Town personnel, it was determined that other departments occasionally require staff to work on a holiday, and that the impact on the budget to pay that time rather than accrue it is very minimal. The Town has a high percentage of long-term employees who have significant leave

banks, so paying for this time in today's dollars rather than upon termination is less expensive.

Therefore, this change to policy would allow the Town to pay all staff members who are required to work on a holiday to be paid at 1 1/2 times their regular pay **and in addition shall be paid their regular hourly rate for hours worked up to a maximum of 8 hours (pay for the holiday).** These hours will be recorded on an employee's timecard during the pay period in which they occur

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code: various

Available:

Funding Source:

The amounts of hours banked is recorded as an expense whether paid or not each fiscal year.

Banking the hours only gives the Town a short term cash flow benefit.

Attachments

Policy 710, Holidays

Holiday red line version

Policy No. 710

September 12, 2002

Page 1 of 2

HOLIDAYS

I. PURPOSE:

To provide a competitive paid-time-off benefit to recognize traditional holidays.

II. SCOPE:

This policy applies to full-time and qualified part-time Town employees.

III. POLICY AND GUIDELINES:

Regular, full-time and qualified part-time employees shall be allowed time off with pay for any holiday adopted by the Town Council, unless the employee is required by a department to work in order to maintain essential Town services. Employees are paid 8 hours of regular pay for all Town approved holidays. All non-exempt employees **required to work on an actual holiday** shall be paid for the actual holiday hours worked at the rate of one and one half (1 1/2) times regular pay.in addition to being paid the 8 hours of regular holiday pay.

- A. A schedule of approved holidays to be observed during the calendar year will be published in December of the preceding year by the Human Resources Department. The Town observes the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November

Christmas Day

September 12, 2002

Page 2 of 2

- C. Town-paid holidays which fall on Saturday will be observed the preceding Friday; paid holidays which fall on Sunday will be observed the following Monday.

- D. If a Town-paid holiday falls during an employee's scheduled vacation, the holiday will not be counted as part of the vacation leave taken.
- E. An employee who separates or commences an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay.
- F. Qualified part-time employees are entitled to one-half (1/2) of this benefit.

Policy No. 710

September 12, 2002
Page 1 of 2

HOLIDAYS

I. PURPOSE:

To provide a competitive paid-time-off benefit to recognize traditional holidays.

II. SCOPE:

This policy applies to full-time and qualified part-time Town employees.

III. POLICY AND GUIDELINES:

~~A. —Regular, full-time and qualified part-time employees shall be allowed time off with pay for any holiday adopted by the Town Council, unless the employee is required by a department to work in order to maintain essential Town services. Employees are paid 8 hours of regular pay for all Town approved holidays. All non-exempt employees **required to work on an actual holiday** shall be paid for the actual holiday hours worked at the rate of one and one half (1 1/2) times regular pay. ~~in addition to being paid the 8 hours of regular holiday pay, and in addition shall accrue holiday hours at the rate of one hour for each actual holiday hour worked up to a maximum of eight (8) hours. Non-exempt employees shall be allowed time off with pay for accrued holiday hours. Such time off shall be taken subsequent to the holiday at a time approved by the department head. Employees shall not accrue more than forty-eight (48) holiday hours.~~~~

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A. A schedule of approved holidays to be observed during the calendar year will be published in December of the preceding year by the Human Resources Department. The Town observes the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th

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Policy No. 710
September 12, 2002
Page 2 of 2

- C. Town-paid holidays which fall on Saturday will be observed the preceding Friday; paid holidays which fall on Sunday will be observed the following Monday.
- D. If a Town-paid holiday falls during an employee's scheduled vacation, the holiday will not be counted as part of the vacation leave taken.
- E. An employee who separates or commences an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay.
- F. Qualified part-time employees are entitled to one-half (1/2) of this benefit.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. c.**

Meeting Date: 06/24/2014
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Townwide

AGENDA ITEM TITLE:

Consideration and possible action to approve the memorandum understanding with Unisource Energy Services and approve an amount not to exceed \$25,534.56 from the current fiscal year and \$98,960.64 from FY 14/15.

RECOMMENDED ACTION:

Move to approve the memorandum understanding with Unisource Energy Services and approve an amount not to exceed \$25,534.56 from the current fiscal year and \$98,960.64 from FY 14/15.

SITUATION AND ANALYSIS:

See Attached

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5525
Available: \$125,000.

Funding Source:

Funds to come out of the Capital Improvement Fund.

\$25,000 was projected to be paid out of FY 13/14 budget, and \$100,000 out of FY 14/15 budget.

Attachments

Franchise Agreement

Road 2 North Box Culvert Project

Road 3 North Drainage Project

MOU with Unisource re: Relocation Process

Staff Report - Unisource MOU

AGD
0087

ORDINANCE NO. 304

AN ORDINANCE GRANTING TO CITIZENS UTILITIES COMPANY, A DELAWARE CORPORATION, ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN IN THE TOWN OF CHINO VALLEY, STATE OF ARIZONA, AS NOW OR HEREAFTER CONSTITUTED, WORKS, SYSTEMS AND PLANTS FOR THE HANDLING, PRODUCTION, MANUFACTURING, TRANSPORTING, STORING, SALE AND DISTRIBUTION OF GAS INTO, OUT OF, AND THROUGH SAID MUNICIPALITY, AND FOR THE DISTRIBUTION AND SALE OF SUCH GAS TO SAID MUNICIPALITY, ITS INHABITANTS AND OTHERS, INCLUDING CUSTOMERS INSIDE, BEYOND, AND OUTSIDE OF THE LIMITS OF SAID MUNICIPALITY; AND TO USE THE STREETS, AVENUES, EASEMENTS, RIGHTS-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, BRIDGES AND OTHER STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID MUNICIPALITY FOR A PERIOD OF TWENTY-FIVE (25) YEARS; AND PRESCRIBING IN CONNECTION THEREWITH CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED; AND PROVIDING FOR THE PAYMENT TO SAID MUNICIPALITY OF A PERCENTAGE OF CERTAIN REVENUES OF GRANTEE FROM ITS OPERATIONS THEREIN; AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the governing body of the Town of Chino Valley, as follows:

Section 1. That the Town of Chino Valley, a municipal corporation in Yavapai County, Arizona, herein called the "Municipality," hereby grants to, and vests in, Citizens Utilities Company, a Delaware corporation, duly authorized to transact within this State a public service business as a gas utility, herein called the "Company," a franchise with the right to operate a gas plant, system, pipelines and works in the Municipality, as now or hereafter constituted, and the authority, license, power and privilege to maintain, construct, build, equip, conduct or otherwise establish and operate in said Municipality, works or systems and plants to manufacture, use, sell, store, distribute,

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Ordinance #304

convey or otherwise establish, conduct, serve, supply or furnish the inhabitants of said Municipality and others, and to the Municipality whenever it may desire to contract therefor, gas for light, fuel, power, heat and any and all other useful purposes, and the Company hereby is granted passage, right-of-way and its right to occupy and use in any lawful way during the life of this franchise, every and any and all streets, avenues, alleys, highways, sidewalks, bridges and other structures and places and public grounds of said Town, both above and beneath the surface of the same, as said streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures and places and public grounds now exist or may be hereafter extended, for every and any such service, use, effect and lawful purpose as herein mentioned.

Section 2. The Company is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges herein mentioned and granted by this franchise, provided the same do not unreasonably conflict with water or other pipes, sewers or other pre-existing underground installations, and that all work done in said streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges or other grounds of said Municipality by the Company shall be done with the utmost diligence and the least inconvenience to the public or individuals, and the Company shall, within a reasonable time, restore such streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and

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Ordinance #304

public grounds excavated by it to their original condition as nearly as practicable, subject to the reasonable approval of the Municipality. The Company shall remove or relocate its lines and facilities as and when required by the Municipality; such removal or relocation shall be made at the sole expense of the Municipality. The Company shall save the Municipality, its officers and agents, harmless from any and all liabilities proximately caused by the Company's negligence in the erection, construction, installation or operation hereunder of the Company's facilities.

Section 3. The Company hereby agrees to indemnify and hold harmless the Municipality, its officers, boards, commissions, employees, agents and independent contractors, against and from any and all claims, demands, causes of action, suits or proceedings regardless of the merits of the same, damages including damages to city property, liability, costs and expenses of every type, all or any part thereof which arise by reason of any injury to any person or persons including death or property damages, resulting from the negligence of the Company, its officers, agents, employees, servants and/or independent contractors, while exercising any of the rights, privileges, powers granted herein except where the Municipality's negligence has, in some manner, contributed. The Municipality shall promptly notify the Company of any claim or cause of action which may be asserted against the Municipality relating to or covering any matter against which the Company has agreed, as set forth above, to indemnify, defend and save harmless

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Ordinance #304

the Municipality. The Company reserves the right, but not the obligation, to employ such attorneys, expert witnesses and consultants as it deems necessary to defend against the claim or cause of action. The Company further reserves the right to take total or partial control of such defense. In the event that the Municipality is in control, either totally or partially of such defense, the Company shall pay all expenses incurred by the Municipality in providing the defense.

Section 4. The rates and charges to be charged by the Company for furnishing gas service hereunder and the rules and regulations to be made and enforced by the Company for the conduct of its business shall be those from time to time on file and in accordance with the Arizona Corporation Commission applicable to such service.

Section 5. The Company shall have the right and privilege of assigning this franchise and all rights and privileges granted herein, and whenever the word "Company" appears herein, it shall be construed as applying to its successors, lessees, and assigns.

Section 6. The Company, its successors, lessees, and assigns, for and in consideration of the granting of this franchise and as rental for the occupation and use or easement over, upon and beneath the streets, avenues, easements, rights-of-way, highways, alleys, sidewalks, bridges and public grounds in said Municipality shall pay to the Municipality, commencing with the first full billing period after the effective date of this franchise and continuing each year during all the time this provision shall

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Ordinance #304

remain in force and effect, a total aggregate sum of two percent (2%) of the gross receipts of the Company, its successors, lessees and assigns, during such year, for gas sold within the corporate limits of the Municipality, subject to the limitations hereinafter stated; such gross receipts to consist of the total amount collected from users and consumers on account of gas sold and consumed within the corporate limits of the Municipality under the Company's rates in existence at the time, excepting therefrom, however, the gross receipts for gas sold to industrial consumers under special contract, and the gross receipts for gas sold to the Municipality for its own use. The Company shall make such payments semi-annually on or before the last day of January and July in each such year while this provision shall remain in full force and effect. For the purpose of determining such revenue, the books of the Company shall at all times be subject to inspection by duly authorized municipal officials. Said payments shall be in lieu of any and all other franchise, license, privilege, instrument, occupation, excise or revenue taxes and all other exactions or charges (except general ad valorem property taxes, special assessments for local improvements, and except municipal privilege, sales or use taxes authorized by law and collected by the Company from users and consumers of gas within the corporate limits of the Municipality) upon the business, revenue, property, gas lines, installations, gas systems, conduits, storage tanks, pipes, fixtures or other appurtenances of the Company and all other property or equipment of the Company, or any part thereof, in said

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Ordinance #304

Municipality during the term of this franchise; provided that anything to the contrary herein notwithstanding said payment shall continue only so long as said Company is not prohibited from making the same by any lawful authority having jurisdiction in the premises, and so long as the municipality does not charge, levy or collect, or attempt to charge, levy or collect other franchise, license, privilege, occupation, excise or revenue taxes or other exactions or charges hereinabove mentioned, and if any lawful authority having jurisdiction in the premises hereafter prohibits said payment, or the Municipality does levy, charge or collect or attempt to levy, charge or collect such other franchise, license, privilege, occupation, excise or revenue taxes, or other exactions or charges, the obligation to make such payments hereinabove provided for shall forthwith cease.

Section 7. This franchise shall be accepted by the Company in writing, which acceptance shall be filed with the Municipality within sixty (60) days after the passage of this ordinance, and when so accepted, this ordinance shall be a contract duly executed by and between the Municipality and the Company.

Section 8. If any section, paragraph, subdivision, clause, phrase or provision hereof shall be adjudged invalid or unconstitutional, the same shall not affect the validity hereof as a whole, or any part or provision other than the part so decided to be invalid or unconstitutional.

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Ordinance #304

Section 9. This franchise shall continue in full force and effect for a period of twenty-five (25) years from the date of passage of this ordinance.

Section 10. All plant, system, pipelines, works, and all other physical property installed by the Company in accordance with the terms of this franchise shall be and remain the property of the Company, and upon expiration of this franchise or any extension or renewal thereof, the Company is hereby granted the right to enter upon the streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures and places and public grounds of said Municipality for the purpose of removing any and all such plant, system, pipelines, works and other property of the Company, at any time within six months after termination of this franchise or any such extension or renewal thereof.

Section 11. The immediate operation of this ordinance is necessary for the preservation of the public peace, health and safety of the Town of Chino Valley, Arizona, and an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its adoption by the Town Council of the Town of Chino Valley and its approval by the Mayor thereof.

PASSED AND ADOPTED by the Town Council of the Town of Chino Valley, this 18th day of March, 1997.

APPROVED:

Kate Nelson
Kate Nelson, Mayor
Town of Chino Valley, Arizona

ATTEST:

Delores Sliger
Delores Sliger, Town Clerk

APPROVED AS TO FORM:

William E. Farrel
William E. Farrel
Town Attorney

APPROVED by the Mayor of the Town of Chino Valley, Arizona,
this 18th day of March, 1997.

Kate Nelson
Kate Nelson, Mayor
Town of Chino Valley, Arizona

FILE

11-06664

CLERK'S CERTIFICATION

TOWN OF CHINO VALLEY, ARIZONA

I, Delores Sliger, Town Clerk of the Town of Chino Valley,
Arizona, do hereby certify that the foregoing is a full, true
and correct copy of

ORDINANCE NO. 304 (CITIZENS UTILITIES COMPANY FRANCHISE AGREEMENT)

_____ as the same appears
on file and of record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and affix the
seal of the Town of Chino Valley, Arizona this 25th day of
March, 1997.

Delores Sliger

Delores Sliger, Town Clerk

Town of Chino Valley, Arizona

AFFIX TOWN SEAL

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ACCEPTANCE OF FRANCHISE

STATE OF CONNECTICUT)
) ss.
 Fairfield County)

Reference is made to Ordinance No. 304 of the town of Chino Valley, Arizona, adopted on the 18th day of March, 1997, by the Mayor and City Council of the Town of Chino Valley, a municipal corporation, in Yavapai County, State of Arizona, granting to CITIZENS UTILITIES COMPANY, a Delaware corporation, a Franchise for the service of gas in the town and the construction, maintenance and operation of necessary facilities therefor for a period of twenty-five (25) years.

Pursuant to Section 7 of such Franchise, CITIZENS UTILITIES COMPANY, a Delaware corporation. Grantee therein, hereby accepts such Franchise with the intention that this Acceptance shall be filed with the town of Chino Valley, Arizona.

DONE at Stamford, Connecticut, this 15 day of May 1997.

CITIZENS UTILITIES COMPANY
 Delaware Corporation

By: J. Michael Love vs.

J. Michael Love

Title: Vice President Citizens Public Services

STATE OF ARIZONA)
) ss.
 County of Yavapai)

I, Delores Sliger, Clerk of the town of Chino Valley, State of Arizona, hereby certify that the above and foregoing Acceptance of Franchise by the CITIZENS UTILITIES COMPANY, a Delaware corporation, (contained in Ordinance No. 304) and the Franchise granted by such Ordinance was received and duly filed in the records of my office as Clerk of the Town of Chino Valley, Arizona, on the 18th day of March, 1997.

Delores Sliger
 Clerk of the Town of Chino Valley, Arizona

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March 26, 2014

Robert Smith
Town Manager
Chino Valley, AZ

RE: Invoice for Road 2 North Gas Line Relocations

Dear Mr. Smith,

Enclosed are the invoices for the Town of Chino Valley Road 2 North gas line relocations. As previously agreed upon with UniSource Energy Services (UES), these invoices are based on the actual charges for the relocations, per UES franchise agreement with the Town of Chino Valley.

Please remit payment to:
Unisource Energy Services
Attn: Bill Parry
6405 Wilkinson Dr.
Prescott, AZ 86323

Thank you,

A handwritten signature in black ink, appearing to read "Bill Parry".

Bill Parry
District Manager
Unisource Energy Services
(928) 203-1222



In making your remittance or in any correspondence pertaining to this Invoice, please refer to the

Invoice Date
03/27/14

Invoice # PR13-01S

To:

Town of Chino Valley
Attn: Robert Smith
PO Box 406
Chino Valley, AZ 86323

Important
TO AVOID DELAYS PLEASE RETURN YOUR PAYMENT TO:

UniSource Energy Services
Attn: Bill Parry
6405 Wilkinson Dr.
Prescott, AZ 86301

Please address any questions regarding this invoice to: Bill Parry @ 928-203-1222

PLEASE REMIT PAYMENT FOR THE FOLLOWING:

Actual cost of gas main relocations in correlation with the Town of Chino Valley Rd. 2 North Box Culvert CIP, per franchise agreement.

Advance Due OR Contribution Due \$ 25,534.55

This bill is due within 10 days of receipt.

PLEASE RETURN ONE COPY WITH YOUR PAYMENT

Please do not write below this line

DP10758	CIAC (Contributions)	\$ 25,534.55
Task Number		Amount
	AIAC (Advances)	
Task Number		Amount

Compromise on Billing for Rd. 2 N Box Culvert PI

Original Invoice to the Town of Chino Rd. 2 N Box Culvert PI: **\$33,619.00**

Amount Town of Chino was willing to pay based on actual invoices: **\$21,450.98**

Generated actual invoice from DER for company labor used: **\$617.21**

Generated actual invoice from DER for materials used: **\$3466.36**

Total of Chino willing to pay, labor, and materials:

OK [Signature]
\$25,534.55

Difference from original invoice without overheads and taxes: **\$8,084.45**

Invoice	Date	Price
23953	7/5/2012	49.75
24052	8/27/2012	229
30243257	8/31/2012	1,362.51
30241858	6/25/2012	340.63
30241789	6/21/2012	374.68
90398600	7/22/2012	1,112.73
90398599	7/22/2012	309.52
791-39-1	6/30/2012	675
791-39-2	9/1/2012	900
24769	6/21/2012	18.95
90388587	6/24/2012	6,842.42
90390282	7/1/2012	1,793.71
90411879	8/26/2012	226.77
90413821	9/2/2012	4,896.45
Timesheet		
DP10758	6/11/2012	907.38
DP10758	6/25/2012	151.23
DP10758	8/20/2012	1,260.25

Total
21,450.98

Detail Expenditure Report Task Number : 'DP10758' Date of Report:22-JAN-13 NOTE: A + QTY IS AN ISSUE & A - QTY IS A RETURN

Project	Expenditure Category	Pa Expenditure Type	ET	CC	Exp Item Date	GL Month	Vendor Name	PO #	Inv #	Amount	Expenditure / Item / Journal Information	Hrs / Qty
253500B	Capitalized Interest	AFUDC - Debt UNSG	214	597	06/30/12	JUN-12				4.75	Capitalized InterestJournal Import Created	
253500B		AFUDC - Equity UNSG		597	06/30/12	JUN-12				7.41	Capitalized InterestJournal Import Created	
										ET Total: 214: 12.16		
										Capitalized Interest Total: : 12.16		
253500B	Company Labor	CLS P/R - Regular	010	561	11/18/12	NOV-12				544.18	Gross PayJournal Import Created	23
										ET Total: 010: 544.18		
253500B		UNC P/R - Regular	020	561	11/18/12	NOV-12				73.03	Gross PayJournal Import Created	2
										ET Total: 020: 73.03		
253500B		P/R - Paid Abs UNSG	040	561	11/30/12	NOV-12				329.59	Journal Import Created	
253500B		P/R - Paid Abs UNSG		561	12/02/12	DEC-12				-164.80	Journal Import Created	
										ET Total: 040: 164.79		
253500B		Payroll Taxes - FICA	070	561	12/02/12	DEC-12				-7.83	Med Tax ReversalJournal Import Created	
253500B		Payroll Taxes - FICA		561	11/18/12	NOV-12				7.83	Med Tax ERJournal Import Created	
253500B		Payroll Taxes - FICA		561	11/30/12	NOV-12				7.83	Med Tax AccrualJournal Import Created	
253500B		Payroll Taxes - FICA		561	11/30/12	NOV-12				33.48	SS Tax AccrualJournal Import Created	
253500B		Payroll Taxes - FICA		561	11/18/12	NOV-12				33.48	SS Tax ERJournal Import Created	

253500B		Payroll Taxes - FICA	561	12/02/12	DEC-12				-33.48	SS Tax Reversal	Journal Import Created	
									ET Total: 070: 41.31			
253500B		Worker's Comp	073	561	11/30/12	NOV-12			6.24	Work Comp Accrual	Journal Import Created	
253500B		Worker's Comp		561	11/18/12	NOV-12			6.24	Work Comp Debit	Journal Import Created	
253500B		Worker's Comp		561	12/02/12	DEC-12			-6.24	Work Comp Reversal	Journal Import Created	
									ET Total: 073: 6.24			
253500B		Alloc P&B CLS - UNSG	089	561	12/02/12	DEC-12			-355.30	Journal Import Created		
253500B		Alloc P&B CLS - UNSG		561	11/30/12	NOV-12			210.65	Journal Import Created		
253500B		Alloc P&B CLS - UNSG		561	11/18/12	NOV-12			210.65	Journal Import Created		23
253500B		Alloc P&B UNC - UNSG		561	12/02/12	DEC-12			-42.12	Journal Import Created		
253500B		Alloc P&B UNC - UNSG		561	11/30/12	NOV-12			90.32	Journal Import Created		
									ET Total: 089: 114.20			
									Company Labor Total: : 943.75			
253500B	Material	Materials Issued - UNG	122	561		AUG-12			1,023.99	PIPE HIGH DENSITY POLYETHYLENE 4 INCH IPS 40 FOOT STICK SDR11 CEE RATED PERFORMANCE YELLOW STRIPE		320
253500B		Materials Issued - UNG		561		JUN-12			384.00	PIPE HIGH DENSITY POLYETHYLENE 4 INCH IPS 40 FOOT STICK SDR11 CEE RATED PERFORMANCE YELLOW STRIPE		120
253500B		Materials Issued - UNG		561		JUN-12			54.09	RISER 1 INCH BY 1 INCH IPS SDR11 HIGH DENSITY POLYETHYLENE XHI WITH 3/4 INCH BYPASS PERFECTION DRAWING		1
253500B		Materials Issued - UNG		561		JUN-12			47.96	RISER 1 INCH SCHEDULE 40 STEEL X 1 INCH IPS HIGH DENSITY POLYETHYLENE CEE RATED PERFORMANCE		1
253500B		Materials Issued - UNG		561		JUN-12			41.90	SIGN ORANGE ABANDONEMENT 62 INCH LABELED WITH UNISOURCE ENERGY SERVICES DECAL 13259-2, CARSONITE		3

253500B	Materials Issued - UNG	561	AUG-12	72.33	SIGN YELLOW MAIN LINE MARKER 66 INCH WITHOUT TEST LEADS WITH DECAL FOR NORTHERN ARIZONA UNS	4
253500B	Materials Issued - UNG	561	JUN-12	10.69	TAPE CAUTION 3 INCH X 1000 FOOT ROLL YELLOW, 4 MIL THICK, CAUTION BURIED GAS LINE BELOW LINETEC	1
253500B	Materials Issued - UNG	561	JUN-12	37.68	TEE 1 INCH IPS SDR 11 HIGH DENSITY POLYETHYLENE PERMASERT ASTM D 2513 ISO 4437 ELEVATED TEMPERATURE	1
253500B	Materials Issued - UNG	561	JUN-12	20.75	TEE 4 INCH IPS HIGH DENSITY POLYETHYLENE BUTT FUSION SDR11 100PSIG PERFORMANCE	1
253500B	Materials Issued - UNG	561	AUG-12	45.94	TEE PE TAP 4 INCH IPS X 1 INCH IPS SDR 11 HIGH DENSITY POLYETHYLENE PERMASERT OUTLET ASTM D-2513 ISO	1
253500B	Materials Issued - UNG	561	JUN-12	137.83	TEE PE TAP 4 INCH IPS X 1 INCH IPS SDR 11 HIGH DENSITY POLYETHYLENE PERMASERT OUTLET ASTM D-2513 ISO	3
253500B	Materials Issued - UNG	561	JUN-12	67.41	WIRE COPPER 12 GAUGE 500 FOOT ROLL THHN SOLID WIRE WITH YELLOW 4 MIL PVC COATING AND INSULATION	500
253500B	Materials Issued - UNG	561	AUG-12	30.64	COUPLING PE 4 IN HDPE EF ELOFIT FOR HDPE PIPE I D MIN 4.492 IN MAX 4.516 IN TO BE ID'D AND LABELED WITH CE	2
253500B	Materials Issued - UNG	561	JUN-12	188.35	COUPLING PE 4 IN HDPE ELECTROFUS FRIALEN	7
253500B	Materials Issued - UNG	561	JUN-12	25.78	COUPLING PE 1 INCH IPS SDR 11 HIGH DENSITY POLYETHYLENE PERMASERT ASTM D 2513 ISO 4437 ELEVATED	2
253500B	Materials Issued - UNG	561	AUG-12	1,572.10	CASING 6 INCH IPS 20 FOOT STICK MEDIUM DENSITY POLYETHYLENE SDR11 ASTM D-2513 CEE RATED	220
253500B	Materials Issued - UNG	561	JUN-12	3.97	CAP RUBBER 4 INCH QWIK CAP WITH BANDCLAMP	2
253500B	Materials Issued - UNG	561	AUG-12	65.68	ELL 90 DEGREE 4 INCH IPS HIGH DENSITY POLYETHYLENE BUTT FUSION SDR11 ASTM D-2513 PERFORMANCE	4
253500B	Materials Issued - UNG	561	AUG-12	3.97	CAP RUBBER 4 INCH QWIK CAP WITH BANDCLAMP	2
253500B	Materials Issued - UNG	561	JUN-12	33.49	CAP PE 1 INCH IPS BLIND END CAP PERMASERT SDR 11 HIGH DENSITY POLYETHYLENE ASTM D 2513 ISO 4437	2
253500B	Materials Issued - UNG	561	JUN-12	71.51	CAP 4 INCH IPS HIGH DENSITY POLYETHYLENE BUTT FUSION SDR11 ASTM D-2513 PERFORMANCE	6
253500B	Materials Issued - UNG	561	AUG-12	35.76	CAP 4 INCH IPS HIGH DENSITY POLYETHYLENE BUTT FUSION SDR11 ASTM D-2513 PERFORMANCE	
253500B	Materials Issued - UNG	561	JUN-12	12.37	ANODE MAGNESIUM 1 POUND HIGH POTENTIAL IN CLOTH BAG WITH BACKFILL MIXTURE 75 PERCENT	1

253500B	Materials Issued - UNG	561		AUG-12				38.66	ANODE MAGNESIUM 1 POUND HIGH POTENTIAL IN CLOTH BAG WITH BACKFILL MIXTURE 75 PERCENT	3	
253500B	Stores Returns	561		JUN-12				-128.00	PIPE HIGH DENSITY POLYETHYLENE 4 INCH IPS 40 FOOT STICK SDR11 CEE RATED PERFORMANCE YELLOWSTRIPE	-40	
253500B	Stores Returns	561		AUG-12				-256.00	PIPE HIGH DENSITY POLYETHYLENE 4 INCH IPS 40 FOOT STICK SDR11 CEE RATED PERFORMANCE YELLOWSTRIPE	-80	
253500B	Stores Returns	561		AUG-12				-114.33	CASING 6 INCH IPS 20 FOOT STICK MEDIUM DENSITY POLYETHYLENE SDR11 ASTM D-2513 CEE RATED	-16	
253500B	Stores Returns	561		SEP-12				-49.26	ELL 90 DEGREE 4 INCH IPS HIGH DENSITY POLYETHYLENE BUTT FUSION SDR11 ASTM D-2513 PERFORMANCE	-3	
253500B	Stores Returns	561		SEP-12				-12.89	ANODE MAGNESIUM 1 POUND HIGH POTENTIAL IN CLOTH BAG WITH BACKFILL MIXTURE 75 PERCENT	-1	
								ET Total: 122: 3,466.36			
253500B	Materials Purchased	123	561	07/05/12	JUL-12	CHARTER MATERIALS LLC	26708	23953	49.75	Sand and Materials as requested by authorized UniSource Energy Services personnel for our Prescott District.	
253500B	Materials Purchased		561	08/29/12	AUG-12	CHARTER MATERIALS LLC	26708	24052	229.00	Sand and Materials as requested by authorized UniSource Energy Services personnel for our Prescott District.	
253500B	Materials Purchased		561	09/05/12	SEP-12	HANSON AGGREGATES ARIZONA INC	28494	30243267	1,362.51	Slurry and related materials as requested by authorized Unisource Energy Services personnel in the Prescott district	
253500B	Materials Purchased		561	06/28/12	JUN-12	HANSON AGGREGATES ARIZONA INC	28494	30241858	340.63	Slurry and related materials as requested by authorized Unisource Energy Services personnel in the Prescott district	
253500B	Materials Purchased		561	06/26/12	JUN-12	HANSON AGGREGATES ARIZONA INC	28494	30241789	374.68	Slurry and related materials as requested by authorized Unisource Energy Services personnel in the Prescott district	
									ET Total: 123: 2,356.57		
253500B	Small Tools Expense	124	597	06/30/12	JUN-12				212.93	UNSG Small Tools Allocation - 65665196Journal Import Created	
253500B	Small Tools Expense		597	08/31/12	AUG-12				1,002.43	UNSG Small Tools Allocation - 67886932Journal Import Created	
									ET Total: 124: 1,215.36		
253500B	Stores Clearing - UNSG	125	561	08/19/12	JUN-12				476.73	Journal Import Created	
253500B	Stores Clearing - UNSG		561	08/30/12	AUG-12				1,210.52	Journal Import Created	

									ET Total: 125: 1,687.25		
									Material Total: : 8,725.54		
253500B	Other	Rentals	204	561	08/02/12	AUG-12	NPL CONSTRUCTION CO	26039	90398600	1,112.73	CONSTRUCTION SERVICES AS REQUESTED BY AUTHORIZED UNISOURCE PERSONNEL FOR UNS GAS -
253500B		Rentals		561	08/02/12	AUG-12	NPL CONSTRUCTION CO	26039	90398599	309.52	CONSTRUCTION SERVICES AS REQUESTED BY AUTHORIZED UNISOURCE PERSONNEL FOR UNS GAS -
									ET Total: 204: 1,422.25		
253500B		Property Tax	212	000	06/30/12	JUN-12				33.24	UNSG Property Tax Allocation - 65665210Journal Import Created
253500B		Property Tax		000	08/31/12	AUG-12				93.92	UNSG Property Tax Allocation - 67886946Journal Import Created
253500B		Property Tax		000	09/30/12	SEP-12				65.34	UNSG Property Tax Allocation - 68787951Journal Import Created
									ET Total: 212: 192.50		
									Other Total: : 1,614.75		
253500B	Outside Services	Contractor Services	156	561	07/16/12	JUL-12	LYON ENGINEERING & DEVELOPMENT INC	25872	791-39-1	675.00	CIVIL ENGINEERING AND LAND SURVEYING SERVICES
253500B		Contractor Services		561	09/13/12	SEP-12	LYON ENGINEERING & DEVELOPMENT INC	25872	791-39-2	900.00	CIVIL ENGINEERING AND LAND SURVEYING SERVICES
253500B		Contractor Services		561	06/27/12	JUN-12	ASPHALT PAVING & SUPPLY	28358	24769	18.95	Slurry and Asphalt as requested by authorized Unisource personnel from Prescott District
253500B		Contractor Services		561	08/30/12	AUG-12	NPL CONSTRUCTION CO		90411879	226.77	
253500B		Contractor Services		561	09/01/12	SEP-12	NPL CONSTRUCTION CO		90411879	-226.77	
253500B		Contractor Services		561	07/06/12	JUL-12	NPL CONSTRUCTION CO	26039	90388587	6,842.42	CONSTRUCTION SERVICES AS REQUESTED BY AUTHORIZED UNISOURCE PERSONNEL FOR UNS GAS -
253500B		Contractor Services		561	07/11/12	JUL-12	NPL CONSTRUCTION CO	26039	90390282	1,793.71	CONSTRUCTION SERVICES AS REQUESTED BY AUTHORIZED UNISOURCE PERSONNEL FOR UNS GAS -
253500B		Contractor Services		561	09/01/12	SEP-12	NPL CONSTRUCTION CO	26039	90411879	226.77	CONSTRUCTION SERVICES AS REQUESTED BY AUTHORIZED UNISOURCE PERSONNEL FOR UNS GAS -

253500B		Contractor Services	561	09/06/12	SEP-12	NPL CONSTRUCTION CO	26039	90413821	4,896.45	CONSTRUCTION SERVICES AS REQUESTED BY AUTHORIZED UNISOURCE PERSONNEL FOR UNS GAS	
253500B		Contractor Services	561	07/06/12	JUL-12	FRONTLINE ENERGY SERVICES	26637	17599	907.38	Contract Inspection services as requested by authorized Prescott District personnel only.	
253500B		Contractor Services	561	07/13/12	JUL-12	FRONTLINE ENERGY SERVICES	26637	17615	151.23	Contract Inspection services as requested by authorized Prescott District personnel only.	
253500B		Contractor Services	561	09/05/12	SEP-12	FRONTLINE ENERGY SERVICES	26637	17714	1,260.25	Contract Inspection services as requested by authorized Prescott District personnel only.	
							ET Total: 156: 17,672.16				
							Outside Services Total: : 17,672.16				
253500B	Overhead	Allocated A&G - UNSG	490	561	08/30/12	AUG-12			764.63	Journal Import Created	
253500B		Allocated A&G - UNSG		561	08/29/12	AUG-12			56.20	Journal Import Created	
253500B		Allocated A&G - UNSG		561	07/16/12	JUL-12			165.65	Journal Import Created	
253500B		Allocated A&G - UNSG		561	07/05/12	JUL-12			12.21	Journal Import Created	
253500B		Allocated A&G - UNSG		561	06/28/12	JUN-12			167.45	Journal Import Created	
253500B		Allocated A&G - UNSG		561	06/27/12	JUN-12			4.44	Journal Import Created	
253500B		Allocated A&G - UNSG		561	06/19/12	JUN-12			266.35	Journal Import Created	
253500B		Allocated A&G - UNSG		561	09/05/12	SEP-12			643.63	Journal Import Created	
253500B		Allocated A&G - UNSG		561	09/13/12	SEP-12			220.86	Journal Import Created	
253500B		Allocated A&G - UNSG		561	09/19/12	SEP-12			494.82	Journal Import Created	
253500B		Allocated A&G - UNSG		561	11/30/12	NOV-12			542.78	Journal Import Created	
253500B		Allocated A&G - UNSG		561	12/02/12	DEC-12			-308.42	Journal Import Created	

253500B		Allocated A&G - UNSG	595	11/30/12	NOV-12			44.80	Journal Import Created	
								ET Total: 490: 3,075.40		
253500B		Allocated E&S	491	597	11/30/12	NOV-12		1,198.57	UNSG E&S Allocation Mains - 70955468	Journal Import Created
253500B		Allocated E&S		597	08/31/12	AUG-12		204.89	UNSG E&S Allocation Mains - 67886930	Journal Import Created
253500B		Allocated E&S		597	06/30/12	JUN-12		773.19	UNSG E&S Allocation Mains - 65665194	Journal Import Created
								ET Total: 491: 2,176.65		
								Overhead Total: : 4,478.86		
253500B	Vehicle	Transportation Usage	403	595	11/30/12	NOV-12		171.31	UNSG Transportation Allocation - 70955471	Journal Import Created
								ET Total: 403: 171.31		
								Vehicle Total: : 171.31		
								Task Total: 33,619		



BILL TO Town of Chino Valley
Attn: Ron Gritman
PO Box 406
Chino Valley, AZ 86323

Invoice # PR13-01-1SM

Invoice Date	Nov. 2012
--------------	-----------

[illegible]

6405 Wilkinson Dr.
Prescott, AZ 86301

PHONE (928) 771-7229
FAX (928) 717-1794
E-MAIL smiller@uesaz.com
WEB SITE www.uesaz.com



BILL TO Town of Chino Valley
Attn: Ron Gritman
PO Box 406
Chino Valley, AZ 86323

Invoice # PR13-01-2SM

Invoice Date Nov. 2012

QTY	ITEM	UNITS	DESCRIPTION	UNIT PRICE	TOTAL
320	Materials Issued	Foot	4" Polyethylene Pipe	\$3.20	\$1,023.99
120	Materials Issued	Foot	4" Polyethylene Pipe	\$3.20	\$384.00
1	Materials Issued	Each	1" Riser with 3/4" Bypass	\$54.09	\$54.09
1	Materials Issued	Each	1" Schedule 40 Steel Riser	\$47.96	\$47.96
3	Materials Issued	Each	Orange Abandonment Carsonite Sign	\$13.97	\$41.90
4	Materials Issued	Each	Yellow Mainline Marker with Decal	\$18.08	\$72.33
1	Materials Issued	Roll	Caution Tape, 3" x 1000'	\$10.68	\$10.68
1	Materials Issued	Each	1" Polyethylene Tee, Permasert	\$36.68	\$37.68
1	Materials Issued	Each	4" Polyethylene Tee, Butt Fusion	\$20.75	\$20.75
1	Materials Issued	Each	4" x 1" Polyethylene Tap Tee	\$45.94	\$45.94
3	Materials Issued	Each	4" x 1" Polyethylene Tap Tee	\$45.94	\$137.83
500	Materials Issued	Foot	12 Gauge Copper Wire with Yellow Coating	\$.13	\$67.41
2	Materials Issued	Each	4" PE Elofit	\$15.32	\$30.64
7	Materials Issued	Each	4" PE Electrofusion Coupling	\$26.91	\$188.35
2	Materials Issued	Each	1" Polyethylene Coupling, Permasert	\$12.89	\$25.78
220	Materials Issued	Foot	6" Polyethylene Casing	\$7.15	\$1,572.10
2	Materials Issued	Each	4" Rubber Cap	\$1.98	\$3.97
4	Materials Issued	Each	4" Polyethylene 90 Degree Ell	\$16.42	\$65.68
2	Materials Issued	Each	4" Rubber Cap	\$1.98	\$3.97
2	Materials Issued	Each	1" Polyethylene Blind End Cap	\$16.75	\$33.49
6	Materials Issued	Each	4" Polyethylene Butt Fusion Cap	\$11.92	\$71.51
3	Materials Issued	Each	4" Polyethylene Butt Fusion Cap	\$11.92	\$35.76
3	Materials Issued	Each	1 Pound Anode	\$12.89	\$38.66
1	Materials Issued	Each	1 Pound Anode	\$12.37	\$12.37

-40	Stores Returns	Foot	4" Polyethylene Pipe	\$3.20	-\$128.00
-80	Stores Returns	Foot	4" Polyethylene Pipe	\$3.20	-\$256.00
-16	Stores Returns	Foot	6" Polyethylene Casing	\$7.15	-\$114.33
-3	Stores Returns	Each	4" Polyethylene 90 Degree Ell	\$16.42	-\$49.26
-1	Stores Returns	Each	1 Pound Anode	-\$12.89	-\$12.89
				BALANCE DUE	\$3,466.36



6405 Wilkinson Dr.
Prescott, AZ 86301

PHONE (928) 771-7229
FAX (928) 717-1794
E-MAIL smiller@uesaz.com
WEB SITE www.uesaz.com

17
44

License # ROC192405-A and ROC192404-CO2

Job Number

TUCSON AZ 85702-3033

PO# 10894

Credit Terms Net 30 Days

[illegible]

THANK YOU FOR YOUR BUSINESS

RECEIVED AP 05/16/13



Rel #147 6/24 ES

NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice
90517850

Date: 06/16/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

DP10894-123-501 SW JB

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27517 DP10894 ROAD 3 NORTH					
	NBC INV 43044811	1	EA	252.00	252.00
	10% HANDLING	1	EA	25.20	25.20
Total by 27517					277.20
Total					277.20

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Federal Acquisition Regulation Act of 1948
 as amended and to our contract documents.

APPROVED BY _____ APPROVED BY *[Signature]*



National Barricade Company
 2355 W. Utopia Rd.
 Phoenix, AZ 85027-4167
 623-879-4695
 Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/2/2013	43044811

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
 ACCOUNTS PAYABLE
 1246 W TEE STREET
 CASA GRANDE, AZ 85222

Kent

Job ID: 030809

Chino Valley
 Prescott

***** Job Not Complete *****

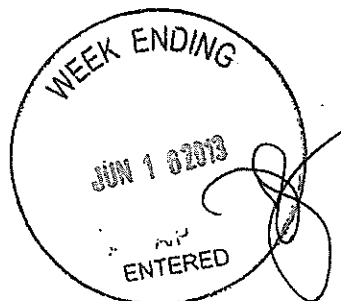
Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	5/27/2013 - 6/2/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
05/27/13	----- RENTALS ----- 5' x 10' Steel Trench Plate		05/27 06/02	24	7	168	\$1.50	\$252.00

EQUIPMENT RENTAL TOTAL	\$252.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$0.00
TOTAL CHARGES	\$252.00
TOTAL AMOUNT DUE	\$252.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$252.00

Thank you for your business.

REIMBURSABLE

Vendor # 9902199
 G/L 6527 6510 (R)
 Job/Phase 009-118
 Unit # _____
 Rec'd. JUN 05 2013
 Amount 252.00
 Approved [Signature]
 Date 6-11-13
 P-Card ☐ Copy ☐



Error claims MUST be made in writing within 30 days for credit.

Rel # 136 6/18 ES



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice
90510380

Date: 06/02/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-123-50190m ES

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DP10894-123-50190m	DP10894 ROAD 3 NORTH				
	PRESCOTT DIRT 43978	1	EA	493.55	493.55
	10% HANDLING	1	EA	49.35	49.35
Total by 27516					542.90
Total					542.90

NPL Construction Co. hereby certifies that
 all work performed was in accordance with
 the National Gas Pipeline Act of 1968
 as referenced in our contract documents.

APPROVED BY _____ APPROVED BY ABEEM

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/22/2013	43978

Ken's

Bill To
NPL CONSTRUCTION CO 1246 W. TEE STREET CASA GRANDE, AZ 85122

Ship To
DP# 10894

P.O. Number	Terms	Due Date	Ship	Via	F.O.B.
09-118	Net 30	6/21/2013	5/22/2013	DELV	YARD

Tons	Description	Price Each	Amount
15.08	GAS SAND FOB	7.50	113.10T
15	GAS SAND FOB	7.50	112.50T
15.04	GAS SAND FOB	7.50	112.80T
15.06	GAS SAND FOB	7.50	112.95T
	Sales Tax	9.35%	42.20

REIMBURSABLE

Vendor # 9946765
 C/L 5802-6510 (P)
 Job/Phone 009-118
 Unit # _____
 Rec'd. MAY 24 2013
 Amount 493.55
 Approved _____
 Date 5-29-13
 P-Card ☐ Copy ☐

WEEK ENDING
JUN 03 2013
ENTERED

MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!	Total \$493.55
	Payments/Credits \$0.00
	Balance Due \$493.55



NPL Construction Company
2355 West Utopia Road
Phoenix, AZ 85027-4167

Invoice

90510377

Date:06/02/2013

To: UNS GAS, INC.

6405 WILKINSON DR.

PRESCOTT, AZ 86301

Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011

Description : UNS GAS, INC.

Terms : Net due in 30 days

Phoenix, AZ 85027-4167

Contract
Description
Terms

0910894-123-567890

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27513	DP10894 ROAD 3 NORTH				
	R. BLUME INV 2013-219	1	EA	300.00	300.00
	10% HANDLING	1	EA	30.00	30.00
	R. BLUME INV 2013-215	1	EA	658.20	658.20
	10% HANDLING	1	EA	65.82	65.82
				Total by 27513	1,054.02
				Total	1,054.02

NPL Construction Company certifies that all work performed in accordance with the Natural Gas Pipeline Act of 1968 as referenced in our contract documents.

APPROVED BY _____

APPROVED BY

Signed J. Beem



R. BLUME UNDERGROUND, INC.
 2895 N. HWY 89
 CHINO VALLEY, AZ 86323
 Phone # (928) 636-5121
 Fax # (928) 636-1767
 E-mail: RBlumeUnderground@gmail.com

Invoice

Date	Invoice #
5/23/2013	2013-215

Ken's

Bill To
NPL Construction Company 1246 W. Tee St. Casa Grande, AZ 85122

Project Information
NPL Road 1W & Road 3N Chino Valley, AZ

Project	Terms	P.O. No.	
D.P. 10894 - Rd 3N, Chino Valley, AZ	Net 15	09-118	
Description	Quantity	Rate	Amount
5/20/13 - Hauled 4 loads of Sand Truck #1	3	75.00	225.00
Materials - 56.26 tons	56.26	7.70	433.20
Truck Ticket 1063			
REIMBURSABLE			
Vendor # <u>9944038</u> C/L <u>5840-6510 (R)</u> Job/Phone <u>009-118</u> Unit # _____ Rec'd. <u>MAY 29 2013</u> Amount <u>658.20</u> Approved <u>[Signature]</u> Date <u>5-15-30</u> P-Card ☐ Copy ☐			
Thank you for your business!		Subtotal	\$658.20
		Sales Tax (0.0%)	\$0.00
		Total	\$658.20



R. BLUME UNDERGROUND, INC.
 2895 N. HWY 89
 CHINO VALLEY, AZ 86323
 Phone # (928) 636-5121
 Fax # (928) 636-1767
 E-mail: RBlumeUnderground@gmail.com

Invoice

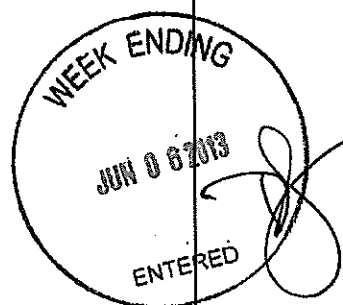
Date	Invoice #
5/23/2013	2013-219

Handwritten signature/initials

Bill To
NPL Construction Company 1246 W. Tee St. Casa Grande, AZ 85122

Project Information
NPL Road 1W & Road 3N Chino Valley, AZ

Project	Terms	P.O. No.	
D.P. 10894 - Rd 3N, Chino Valley, AZ	Net 15	09-118	
Description	Quantity	Rate	Amount
5/22/13 - Hauled 4 loads of Sand Truck #1	4	75.00	300.00
REIMBURSABLE Vendor # <u>9944038</u> G/L <u>5810 6510 (R)</u> Job/Phase <u>009-118</u> Unit # _____ Rec'd. <u>MAY 25 2013</u> Amount <u>300.00</u> Approved <u>[Signature]</u> Date <u>5-29-13</u> P-Card ☐ Copy ☐			
Thank you for your business!		Subtotal	\$300.00
		Sales Tax (0.0%)	\$0.00
		Total	\$300.00



Rel # 49 6/20 ES

DP10894-123-561
5/20

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
6/6/2013	47912

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	7/6/2013	6/6/2013	DELV	YARD
Tons	Description			Price Each		Amount
14.76	GAS SAND FOB Sales Tax			7.50 8.35%		110.70T 9.24
PAID TO THE CREDIT OF PAYABLES TO THE CREDIT OF THE CREDIT PAID TO THE CREDIT OF PAYABLES TO THE CREDIT OF THE CREDIT				Total		\$119.94
				Payments/Credits		\$0.00
				Balance Due		\$119.94

RECEIVED AP 06/11/13 - USPOSTALMAIL

Rel #59

6/28 08

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

DP10894-150
123-301 on

Invoice

Date	Invoice #
6/12/2013	47886

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	7/12/2013	6/12/2013	DELV	YARD
Tons	Description			Price Each		Amount
15.08	GAS SAND FOB			7.50		113.10T
15.08	GAS SAND FOB			7.50		113.10T
15.04	GAS SAND FOB			7.50		112.80T
	Sales Tax			8.35%		28.31
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$367.31
				Payments/Credits		\$0.00
				Balance Due		\$367.31

RECEIVED AP 06/26/13 - USPOSTALMAIL

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

DP10894-123-501
sm

Invoice

Date	Invoice #
6/12/2013	47882

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number	Terms	Due Date	Ship	Via	F.O.B.
35133	Net 30	7/12/2013	6/12/2013	DELV	YARD
Tons	Description		Price Each		Amount
15.08	GAS SAND FOB		7.50		113.10T
	Sales Tax		8.35%		9.44

RECEIVED AP 06/26/13 - USPOSTALMAIL

Rel #58

6/28

ES

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
6/10/2013	47840

DP10894-123-561 sm

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 01894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	7/10/2013	6/10/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB			7.50		112.50T
	Sales Tax			8.35%		9.39

RECEIVED AP 06/26/13 - USPOSTALMAIL

Rd # 50 6/20 BS

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-8576

Invoice

Date	Invoice #
5/31/2013	44074

DP10894-123-501 for 93

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number	Terms	Due Date	Ship	Via	F.O.B.	
35133	Net 30	6/30/2013	5/31/2013	DELV	YARD	
Tons	Description			Price Each	Amount	
15	GAS SAND FOB Sales Tax			7.50 8.35%	112.50T 9.39	
ALL PAYMENTS MUST BE MADE TO THE FOLLOWING ADDRESS: PRESCOTT DIRT, LLC, P.O. BOX 6029, CHINO VALLEY, AZ 86323				Total		\$121.89
				Payments/Credits		\$0.00
				Balance Due		\$121.89

RECEIVED AP 06/11/13 - USPOSTALMAIL

PRESCOTT DIRT, LLC

P.O. BOX 8029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/24/2013	44046

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.	
35133		Net 30	6/23/2013	5/24/2013	DELV	YARD	
Tons	Description			Price Each		Amount	
15	GAS SAND FOB Sales Tax			7.50 9.35%		112.50T 10.52	
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total			\$123.02
				Payments/Credits			\$0.00
				Balance Due			\$123.02

RECEIVED AP 06/04/13 - USPOSTALMAIL

Rel # 43
6/11 ES
DP10894-123-501
gm

PRESCOTT DIRT, LLC

P.O. BOX 6029
 CHINO VALLEY, AZ 86323

PH (928) 638-5844 FX (928) 638-6576

Invoice

Date	Invoice #
5/24/2013	44034

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/23/2013	5/24/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB Sales Tax			7.50 9.35%		112.50T 10.52
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total \$123.02		
				Payments/Credits \$0.00		
				Balance Due \$123.02		

RECEIVED AP 06/04/13 - USPOSTALMAIL

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

Invoice Number: 30247844
 Invoice Date: 05/31/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

Invoice

Lehigh Hanson
 HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

P.O. BOX 3033
 TUCSON AZ 85702-3033

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address	Purchase Order	Customer Job #	Order #	Project #
ROAD 3 NW	28494	DP10894	37	1178

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
05/31/2013	22149256	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
05/31/2013	22149262	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
05/31/2013	22149271	Yavapai 22	8107400	1 SACK SLURRY	5.00		\$62.30	\$311.50

Total Qty:

25.00

A discount of \$ 15.58 is available if paid by 06/15/2013.

SUB-TOTAL \$1,557.50
 TAX \$145.63

Questions? Please call Customer Care at (800) 821-9119

Invoice Total: \$1,703.13

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

RECEIVED AP 05/23/13
R-1 #90
DPI0894-123-501
m
ply, Inc.

License # ROC192405-A and ROC192404-CO2

i

CHINO VALLEY
PO# DP10894

Credit Terms Net 30 Days

THANK YOU FOR YOUR BUSINESS

RZ 1#91

DP 10894-123-5201
SM
J2

INVOICE
APS

Invoice Number: : 29054
Invoice Date : 05/23/2013
Customer Number : UNS101
Job Number :

UNS GAS, INC.
PO BOX 3033
TUCSON AZ 85702-3033

PRESCOTT DISTRICT
PO# 28358/10894

Credit Terms Net 30 Days

[illegible]

THANK YOU FOR YOUR BUSINESS

RECEIVED AP 05/28/13

Rel # 205

Invoice Number: 30247546
 Invoice Date: 05/15/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

Invoice

Lehigh Hanson
 HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

P.O. BOX 3033
 TUCSON AZ 85702-3033

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address	Purchase Order	Customer Job #	Order #	Project #
ROAD 3 NORTH WEST	28494	DP-10894	22	1178

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
05/15/2013	22148611	Yavapai 22	8107400	1 SACK SLURRY	7.00	y	\$62.30	\$436.10
05/15/2013	22148615	Yavapai 22	8107400	1 SACK SLURRY	7.00	y	\$62.30	\$436.10

SUB-TOTAL \$872.20
 TAX \$81.55

Total Qty: 14.00
 A discount of \$ 8.72 is available if paid by 06/15/2013.

Questions? Please call Customer Care at (800) 821-9119

Invoice Total: **\$953.75**

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

Invoice Number: 30247570
 Invoice Date: 05/16/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

Invoice

Lehigh Hanson
 HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

 P.O. BOX 3033
 TUCSON AZ 85702-3033

 TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

 15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address				Purchase Order		Customer Job #		Order #	Project #
ROAD 3 NW				28494		DP10894		31	1178
Ticket Date	Ticket	Plant		Product Number	Product Description	Quantity	UOM	Unit Price	Extension
05/16/2013	22148697	Yavapai	22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
05/16/2013	22148701	Yavapai	22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00

Invoice Number: 30247669
 Invoice Date: 05/22/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

Invoice

Lehigh Hanson
 HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

P.O. BOX 3033
 TUCSON AZ 85702-3033

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address	Purchase Order	Customer Job #	Order #	Project #
ROAD 3 NORTH WEST	28494	DP-10894	37	1178

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
05/22/2013	22148926	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
05/22/2013	22148933	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00

Total Qty:		A discount of \$ 12.46 is available if paid by 06/15/2013.	SUB-TOTAL	\$1,246.00
20.00			TAX	\$116.51

Questions? Please call Customer Care at (800) 821-9119

Invoice Total: **\$1,362.51**

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

Received 05/29/13 Electronic

Invoice Number: 30247731
 Invoice Date: 05/24/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

Rec # 209
 Invoice

Lehigh Hanson
 HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

P.O. BOX 3033
 TUCSON AZ 85702-3033

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address	Purchase Order	Customer Job #	Order #	Project #
ROAD 3 NORTH WEST	28494	DP10894	26	1178

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
05/24/2013	22149033	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
05/24/2013	22149035	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00

SUB-TOTAL \$1,246.00
 TAX \$116.51

Total Qty: 20.00 A discount of \$ 12.46 is available if paid by 06/15/2013.

Questions? Please call Customer Care at (800) 821-9119

Invoice Total: **\$1,362.51**

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

7/7
4W

Rel # 25
DP10894-123-501
sm

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/14/2013	42985

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/13/2013	5/14/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB Sales Tax			7.50 9.35%		112.50T 10.52
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total123.02		
				Payments/Credits0.00		
				Balance Due123.02		

RECEIVED AP 05/17/13 - USPOSTALMAIL

17
LW

Rel # 24

DP10844-123-56150n

PRESCOTT DIRT, LLCP.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/14/2013	42990

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number	Terms	Due Date	Ship	Via	F.O.B.
35133	Net 30	6/13/2013	5/14/2013	DELV	YARD
Tons	Description			Price Each	Amount
15.06	GAS SAND FOB Sales Tax			7.50 9.35%	112.95T 10.56
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total	\$123.51
				Payments/Credits	\$0.00
				Balance Due	\$123.51

RECEIVED AP 05/17/13 - USPOSTALMAIL

7/17
LW

Rel # 23
DP10894-03-901
San

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/14/2013	42992

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/13/2013	5/14/2013	DELV	YARD
Tons	Description			Price Each		Amount
15.08	GAS SAND FOB Sales Tax			7.50 9.35%		113.10T 10.57
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.67
				Payments/Credits		\$0.00
				Balance Due		\$123.67

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5/17
LW

Rel # 26
DP0894-123-561 gm

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/14/2013	43011

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/13/2013	5/14/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB Sales Tax			7.50 9.35%		112.50T 10.52
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.02
				Payments/Credits		\$0.00
				Balance Due		\$123.02

RECEIVED AP 05/17/13 - USPOSTALMAIL

Rel # 32

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

DP10894-123-561 gm

Invoice

Date	Invoice #
5/23/2013	43990

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/22/2013	5/23/2013	DELV	YARD
Tons	Description			Price Each		Amount
15.08	GAS SAND FOB			7.50		113.10T
	Sales Tax			9.35%		10.57
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.67
				Payments/Credits		\$0.00
				Balance Due		\$123.67

RECEIVED AP 05/29/13 - USPOSTALMAIL

Rel # 34

DP10894-123-564

sn

23

730

LW

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/23/2013	43992

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/22/2013	5/23/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB			7.50		112.50T
	Sales Tax			9.35%		10.52
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.02
				Payments/Credits		\$0.00
				Balance Due		\$123.02

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Rel #33

DP10894-123-501 sm 27

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/24/2013	44025

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/23/2013	5/24/2013	DELV	YARD
Tons	Description			Price Each		Amount
15.08	GAS SAND FOB Sales Tax			7.50 9.35%		113.10T 10.57
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total \$123.67		
				Payments/Credits \$0.00		
				Balance Due \$123.67		

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License # ROC192405-A and ROC192404-CO2



10894
PO# 28358

[illegible]

RECEIVED AP 06/10/13

DP10894-123-Steel on
80

INVOICE

Invoice Number: : 29117
Invoice Date : 05/30/2013
Customer Number : UNS101
Job Number :

Job Number

RD 3 NO./RD 1 WEST
PO# DP10894

Credit Terms Net 30 Days

[illegible]

THANK YOU FOR YOUR BUSINESS

RECEIVED AP 06/03/13



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
5/26/2013	43044776

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER

ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650

Road 3 N & Road 1 W
Chino Valley

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	5/20/2013 - 5/26/2013			Sara Miller		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
05/20/13	Vertical Panel		05/20 05/26	30	7	210	\$0.30	\$63.00
05/20/13	Vertical Panel (Center)		05/20 05/26	15	7	105	\$0.30	\$31.50
05/20/13	Type I Barricade		05/20 05/26	6	7	42	\$0.30	\$12.60
05/20/13	Sign up to 9 sq. ft.		05/20 05/26	20	7	140	\$0.40	\$56.00
05/20/13	Vertical Sign Stand		05/20 05/26	20	7	140	\$0.50	\$70.00
05/20/13	Hi-Level Flagtree		05/20 05/26	4	7	28	\$0.75	\$21.00
05/20/13	Stop/Slow Paddles		05/20 05/26	2	7	14	\$1.60	\$22.40

EQUIPMENT RENTAL TOTAL \$276.50

ONE-TIME CHARGES \$0.00

LABOR TOTAL \$0.00

SALES TAX \$25.16

TOTAL CHARGES \$301.66

TOTAL AMOUNT DUE \$301.66

RETAINAGE 0% \$0.00

AMOUNT DUE \$301.66

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 05/31/13 - ELECTRONIC



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
5/19/2013	43044674

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER
ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650
Road 3 N & Road 1 W
Chino Valley

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	5/13/2013 - 5/19/2013			Sara Miller		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
05/13/13	Vertical Panel		05/13 05/19	30	7	210	\$0.30	\$63.00
05/13/13	Vertical Panel (Center)		05/13 05/19	15	7	105	\$0.30	\$31.50
05/13/13	Type I Barricade		05/13 05/19	6	7	42	\$0.30	\$12.60
05/13/13	Sign up to 9 sq. ft.		05/13 05/19	20	7	140	\$0.40	\$56.00
05/13/13	Vertical Sign Stand		05/13 05/19	20	7	140	\$0.50	\$70.00
05/13/13	Hi-Level Flagtree		05/13 05/19	4	7	28	\$0.75	\$21.00
05/13/13	Stop/Slow Paddles		05/13 05/19	2	7	14	\$1.60	\$22.40

EQUIPMENT RENTAL TOTAL	\$276.50
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$25.16
TOTAL CHARGES	\$301.66
TOTAL AMOUNT DUE	\$301.66
RETAINAGE 0%	\$0.00
AMOUNT DUE	<u>\$301.66</u>

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 05/22/13 - ELECTRONIC

Rel # 231

6/28

Page 167 of 306



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/23/2013	43045243

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER
ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650
Road 3 N & Road 1 W
Chino Valley

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	6/17/2013 - 6/23/2013			Sara Miller		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
06/17/13	Vertical Panel		06/17 06/23	30	7	210	\$0.30	\$63.00
06/17/13	Vertical Panel (Center)		06/17 06/23	15	7	105	\$0.30	\$31.50
06/17/13	Type I Barricade		06/17 06/23	6	7	42	\$0.30	\$12.60
06/17/13	Sign up to 9 sq. ft.		06/17 06/23	20	7	140	\$0.40	\$56.00
06/17/13	Vertical Sign Stand		06/17 06/23	20	7	140	\$0.50	\$70.00
06/17/13	Hi-Level Flagtree		06/17 06/23	4	7	28	\$0.75	\$21.00
06/17/13	Stop/Slow Paddles		06/17 06/23	2	7	14	\$1.60	\$22.40

EQUIPMENT RENTAL TOTAL	\$276.50
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$22.40
TOTAL CHARGES	\$298.90
TOTAL AMOUNT DUE	\$298.90
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$298.90

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 06/27/13 - ELECTRONIC



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/16/2013	43045126

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER
ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650
Road 3 N & Road 1 W
Chino Valley

DP10894-204-5015m

*** **Job Not Complete** ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	6/10/2013 - 6/16/2013			Sara Miller		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
06/10/13	Vertical Panel		06/10 06/16	30	7	210	\$0.30	\$63.00
06/10/13	Vertical Panel (Center)		06/10 06/16	15	7	105	\$0.30	\$31.50
06/10/13	Type I Barricade		06/10 06/16	6	7	42	\$0.30	\$12.60
06/10/13	Sign up to 9 sq. ft.		06/10 06/16	20	7	140	\$0.40	\$56.00
06/10/13	Vertical Sign Stand		06/10 06/16	20	7	140	\$0.50	\$70.00
06/10/13	Hi-Level Flagtree		06/10 06/16	4	7	28	\$0.75	\$21.00
06/10/13	Stop/Slow Paddles		06/10 06/16	2	7	14	\$1.60	\$22.40

EQUIPMENT RENTAL TOTAL	\$276.50
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$22.40
TOTAL CHARGES	\$298.90
TOTAL AMOUNT DUE	\$298.90
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$298.90

Thank you for your business.

Error claims **MUST** be made in writing within 30 days for credit.

Page 1

RECEIVED AP 06/24/13

Rel #227 6/18

**National Barricade Company**

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167

623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/9/2013	43045000

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER

ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650

Road 3 N & Road 1 W
Chino Valley

DP10594-204-5619m JS

***** Job Not Complete *****

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	6/3/2013 - 6/9/2013			Sara Miller		
Date	Description	From - To	Qty	Days	Units	Price	Total	
	----- RENTALS -----							
06/03/13	Vertical Panel	06/03 06/09	30	7	210	\$0.30	\$63.00	
06/03/13	Vertical Panel (Center)	06/03 06/09	15	7	105	\$0.30	\$31.50	
06/03/13	Type I Barricade	06/03 06/09	6	7	42	\$0.30	\$12.60	
06/03/13	Sign up to 9 sq. ft.	06/03 06/09	20	7	140	\$0.40	\$56.00	
06/03/13	Vertical Sign Stand	06/03 06/09	20	7	140	\$0.50	\$70.00	
06/03/13	Hi-Level Flagtree	06/03 06/09	4	7	28	\$0.75	\$21.00	
06/03/13	Stop/Slow Paddles	06/03 06/09	2	7	14	\$1.60	\$22.40	

EQUIPMENT RENTAL TOTAL	\$276.50
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$22.40
TOTAL CHARGES	\$298.90
TOTAL AMOUNT DUE	\$298.90
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$298.90

Thank you for your business.

Error claims **MUST** be made in writing within 30 days for credit.

Page 1

RECEIVED AP 06/13/13 - ELECTRONIC

Rel #225

6/11

23



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/2/2013	43044882

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER

ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650

Road 3 N & Road 1 W
Chino Valley

DP10894-204-5413

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	5/27/2013 - 6/2/2013			Sara Miller		
Date	Description	From - To	Qty	Days	Units	Price	Total	
	RENTALS							
05/27/13	Vertical Panel	05/27 06/02	30	7	210	\$0.30	\$63.00	
05/27/13	Vertical Panel (Center)	05/27 06/02	15	7	105	\$0.30	\$31.50	
05/27/13	Type I Barricade	05/27 06/02	6	7	42	\$0.30	\$12.60	
05/27/13	Sign up to 9 sq. ft.	05/27 06/02	20	7	140	\$0.40	\$56.00	
05/27/13	Vertical Sign Stand	05/27 06/02	20	7	140	\$0.50	\$70.00	
05/27/13	Hi-Level Flagtree	05/27 06/02	4	7	28	\$0.75	\$21.00	
05/27/13	Stop/Slow Paddles	05/27 06/02	2	7	14	\$1.60	\$22.40	

EQUIPMENT RENTAL TOTAL	\$276.50
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$25.16
TOTAL CHARGES	\$301.66
TOTAL AMOUNT DUE	\$301.66
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$301.66

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 06/06/13 - ELECTRONIC



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90524374

Date: 06/30/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-204-361 SN
23

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DP10894	ROAD 3 NORTH				
	UNITED RENTALS INV 111732666-001	1	EA	1,335.06	1335.06
	10% HANDLING	1	EA	133.50	133.50
Total by 27521					1,468.56
Total					1,468.56

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

APPROVED BY _____

APPROVED BY _____

Signed

[Signature]



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #465
5501 EAST VAN BUREN STREET
PHOENIX, AZ 85008
602-267-8800 602-225-9118 FAX



RENTAL RETURN INVOICE

111732666-001

Job Site

NORTHERN PIPELINE PEORIA AZ
RD 1 WEST & RD 3 NORTH
X:NA@NA
CHINO VALLEY, AZ 86323
Office: 623-878-9115 Cell: 928-237-7082

Customer

NORTHERN PIPELINE PEORIA AZ
12268 N 92ND DRIVE
PEORIA, AZ 85381

Ken's

Customer Number : 815119
Invoice Date : 6/17/13
Rental Out : 6/11/13 7:30 AM
Rental In : 6/12/13 8:55 AM

Job Location: RD 1 WEST & RD 3 NORTH, CHI
Job Number : 1088
P.O. Number : 09-118
Ordered By : KEN
Written By : UR465BW
Salesperson : 6515

\$1335.06 Payment due upon receipt of invoice

PAYMENT OPTIONS: Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES: Ph# 800-818-3889 Fx# 410-451-1132

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
CREDIT OFFICE #NAT
PO BOX 100711
ATLANTA, GA 30384-0711

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	230774838V	TRENCH BOX ALUM 4' X 8' STL-FRM APS-PIPE Make: SANDVIK Model: 4X8 Serial: 48-3-8		49.50	247.50	742.50	49.50
2	940/5309	SPREADER BAR (KIT) 3" X 5' INCLUDED W/BOX					
10	940/5650	3" SPREADER BAR - LINEAR FEET					
1	940/9845	LEG PKG, 2' EXT LEGS FOR ALUM BOXES		4.75	14.25	42.75	4.75
1	940/9560	LADDER HANGER FOR TRENCH SHIELD		3.00	15.00	45.00	3.00
6	940/9395	2' X 6' CORRUGATED END PANEL FULL COVERAGE BOTH ENDS		2.25	11.25	33.75	13.50
1	330/7115 #4613	LIFTING BRIDLE - 4 LEG X 10'		11.25	56.25	168.75	11.25
Rental Subtotal:							82.00
SALES/MISCELLANEOUS ITEMS:		Item	Price	Unit of Measure	Extended Amt.		
Qty							
1		PROPERTY TAX SURCHARGE [DRSURAZ/MCI]	.742	(EA) EACH	.74		
1		DELIVERY CHARGE	575.000	(EA) EACH	575.00		
1		PICKUP CHARGE	575.000	(EA) EACH	575.00		
Sales/Misc Subtotal:						1,150.74	
Agreement Subtotal:						1,232.74	
Tax:						102.32	
Total:						1,335.06	

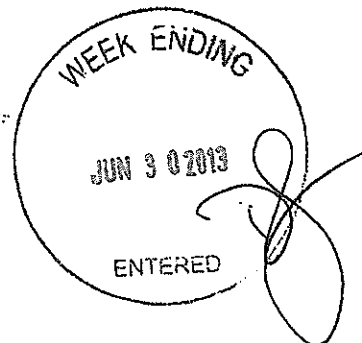
REIMBURSABLE

COMMENTS/NOTES:

CONTACT: KEN
CELL#: 928-237-7082
DEL BY: BILLY

Vendor # 5500098
G/L 6529 6510 (R)
Job/Phase 009-118
Unit # _____
Rec'd. JUN 21 2013
Amount \$1,335.06
Approved [Signature]
Date 6-25-13
P-Cord ☐ Copy ☐

CASA 9



THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

Page: 1



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90524372

Date: 06/30/2013

To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301

Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011

Description : UNS GAS, INC.

Terms : Net due in 30 days

DP10894-201-Galsun
83

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27520 DP10894 ROAD 3 NORTH					
	NBC INV 43045045	1	EA	252.00	252.00
	10% HANDLING	1	EA	25.20	25.20
	NBC INV 43045178	1	EA	375.00	375.00
	10% HANDLING	1	EA	37.50	37.50
Total by 27520					689.70
Total					689.70

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

Signed

J. Beem

APPROVED BY _____

APPROVED BY _____



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/16/2013	43045045

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
ACCOUNTS PAYABLE
1246 W TEE STREET
CASA GRANDE, AZ 85222

Ken's
Job ID: 030809
Chino Valley
Prescott

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	6/10/2013 - 6/16/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
06/10/13	----- RENTALS ----- 5' x 10' Steel Trench Plate		06/10 06/16	24	7	168	\$1.50	\$252.00

EQUIPMENT RENTAL TOTAL	\$252.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$0.00
TOTAL CHARGES	\$252.00
TOTAL AMOUNT DUE	\$252.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$252.00

Thank you for your business.

REIMBURSABLE

Vendor # 9902199
 G/L 6510 *(R)*
 Job/Phase 009-118
 Unit # _____
 Rec'd. JUN 20 2013
 Amount 252.00
 Approved *[Signature]*
 Date 6-25-13
 P-Card ☐ Copy ☐



Error claims MUST be made in writing within 30 days for credit.



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/23/2013	43045178

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
ACCOUNTS PAYABLE
1246 W TEE STREET
CASA GRANDE, AZ 85222

Job ID: 030809
Chino Valley
Prescott

Keis

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	6/17/2013 - 6/23/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
06/22/13	----- LABOR ----- Plate Pick-up			7.5		7.5	\$50.00	\$375.00

Thank you for your business.

REIMBURSABLE

EQUIPMENT RENTAL TOTAL	\$0.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$375.00
SALES TAX	\$0.00
TOTAL CHARGES	\$375.00
TOTAL AMOUNT DUE	\$375.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$375.00

Vendor # 9902199
 O/L 6720 6510 (R)
 Job/Phase 009-118
 Unit # _____
 Rec'd. JUN 26 2013
 Amount 375.00
 Approved 15
 Date 6-26-13
 P-Card ☐ Copy ☐



Error claims MUST be made in writing within 30 days for credit.



NPL Construction Company
2355 West Utopia Road
Phoenix, AZ 85027-4167

Invoice

90521806

Date:06/23/2013
To: UNS GAS, INC.
6405 WILKINSON DR.
PRESCOTT, AZ 86301
Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
Description : UNS GAS, INC.
Terms : Net due in 30 days

DP10894-204-501
83

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DP10894-204-501	DP10894 ROAD 3 NORTH				
	NBC INV 43044925	1	EA	252.00	252.00
	10% HANDLING	1	EA	25.20	25.20
Total by 27518					277.20
Total					277.20

NPL Construction Co. hereby certifies that
all work performed is in compliance with
the Natural Gas Pipeline Act of 1968
as referenced in our contract documents.

APPROVED BY _____ APPROVED BY *[Signature]*



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/9/2013	43044925

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
ACCOUNTS PAYABLE
1246 W TEE STREET
CASA GRANDE, AZ 85222

Ken's

Job ID: 030809
Chino Valley
Prescott

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	6/3/2013 - 6/9/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
06/03/13	----- RENTALS ----- 5' x 10' Steel Trench Plate		06/03 06/09	24	7	168	\$1.50	\$252.00

EQUIPMENT RENTAL TOTAL	\$252.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$0.00
TOTAL CHARGES	\$252.00
TOTAL AMOUNT DUE	\$252.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$252.00

Thank you for your business.

REIMBURSABLE

Vendor # 9902199
C/L 6510 (R)
Job/Phase 009-118
Unit # _____
Rec'd. JUN 13 2013
Amount 252.00
Approved [Signature]
Date 6-18-13
P-Card ☐ Copy ☐



Error claims MUST be made in writing within 30 days for credit.



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/30/2013	43045364

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER
ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650

Road 3 N & Road 1 W
Chino Valley

*** Job Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	6/24/2013 - 6/30/2013			Sara Miller		
Date	Description	From - To	Qty	Days	Units	Price	Total	
	----- RENTALS -----							
06/24/13	Vertical Panel	06/24 06/26	30	3	90	\$0.30	\$27.00	
06/24/13	Vertical Panel (Center)	06/24 06/26	15	3	45	\$0.30	\$13.50	
06/24/13	Type I Barricade	06/24 06/26	6	3	18	\$0.30	\$5.40	
06/24/13	Sign up to 9 sq. ft.	06/24 06/26	20	3	60	\$0.40	\$24.00	
06/24/13	Vertical Sign Stand	06/24 06/26	20	3	60	\$0.50	\$30.00	
06/24/13	Hi-Level Flagtree	06/24 06/26	4	3	12	\$0.75	\$9.00	
06/24/13	Stop/Slow Paddles	06/24 06/26	2	3	6	\$1.60	\$9.60	
	----- LABOR -----							
06/26/13	1 Man 1 Truck Reg.		5.5		5.5	\$45.00	\$247.50	

EQUIPMENT RENTAL TOTAL \$118.50

ONE-TIME CHARGES \$0.00

LABOR TOTAL \$247.50

SALES TAX \$25.19

TOTAL CHARGES \$391.19

TOTAL AMOUNT DUE \$391.19

RETAINAGE 0% \$0.00

AMOUNT DUE \$391.19

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 07/05/13 - ELECTRONIC



Rel # 127
NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90504506

Date: 05/19/2013

To: UNS GAS, INC.

6405 WILKINSON DR.

PRESCOTT, AZ 86301

Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011

Description : UNS GAS, INC.

Terms : Net due in 30 days

DP10894-156-561 can

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27439 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	3.0	HR	31.50	94.50
DT15	DUMP TRUCK 15 YD	3.0	HR	44.09	132.27
Total by 27439					226.77
DPR# :27440 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	5.0	HR	31.50	157.50
DT15	DUMP TRUCK 15 YD	5.0	HR	44.09	220.45
Total by 27440					377.95
DPR# :64820 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
FLAG	FLAGMAN	16.0	HR	25.19	403.04
LAB	LABORER	15.0	HR	25.19	377.85
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 64820					2,757.89
DPR# :64822 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
FLAG	FLAGMAN	18.0	HR	25.19	453.42
LAB	LABORER	21.0	HR	25.19	528.99
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 64822					3,036.22
DPR# :64864 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
FLAG	FLAGMAN	18.0	HR	25.19	453.42
LAB	LABORER	14.5	HR	25.19	365.26
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 64864					2,872.49
DPR# :64865 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90504506**

Date: 05/19/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
FLAG	FLAGMAN	19.0	HR	25.19	478.61
LAB	LABORER	17.0	HR	25.19	428.23
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
				Total by	64865
					2,883.84

					Total	12,155.16
--	--	--	--	--	--------------	------------------

NPL Construction Co. has been
 the work performed
 the Natural Gas
 as reference
 Signature *ABeam*

APPROVED BY _____ APPROVED BY _____



Rel# 118
NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90501610**

Date: 05/12/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301

Attn: JEFF BROWN-26039

DP10894-156-561
 Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27296 DP10894 RD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
LAB	LABORER	22.0	HR	25.19	554.18
DT5	DUMP TRUCK 5 YD	6.0	HR	18.90	113.40
Total by 27296					2,203.68
DPR# :27421 DP10894 RD 3 NORTH					
MOVALL	MOVE ALL TRUCK	5.0	HR	55.04	275.20
DT15	DUMP TRUCK 15 YD	5.0	HR	44.09	220.45
TRDR	TRUCK DRIVER	10.0	HR	31.50	315.00
Total by 27421					810.65
DPR# :27422 DP10894 RD 3 NORTH					
TRDR	TRUCK DRIVER	1.5	HR	31.50	47.25
DT15	DUMP TRUCK 15 YD	1.5	HR	44.09	66.14
Total by 27422					113.39
DPR# :27423 DP10894 RD 3 NORTH					
TRDR	TRUCK DRIVER	2.5	HR	31.50	78.75
DT15	DUMP TRUCK 15 YD	2.5	HR	44.09	110.23
Total by 27423					188.98
Total					3,316.70

NPL Construction Co. hereby certifies that
 the work was performed in compliance with
 the Arizona Public Works Act of 1968
 and the contract documents.

APPROVED BY _____

APPROVED BY _____

FES INVESTMENTS INC.
dba Frontline Energy Services
PO Box 23692
Flagstaff, Arizona 86002

Office: 928-779-9903
Fax: 928-779-9904

Invoice

Date	Invoice #
5/29/2013	18205

Bill To
UniSource Energy Services Attn: Gas A/P - OH124 PO Box 389 Tucson, Arizona 85702-0389

DP 10894

P.O. No.	Terms	Project
PO 26637	Net 15	Mr. Jeff Brown - Prescott

Quantity	Description	Rate	Amount
100	UNS Inspector, Bill Bauer	38.11	3,811.00
42	Mileage	0.565	23.73
10	Per Diem	123.00	1,230.00
Invoice Period 5/13/13 - 5/26/13			
Thank you for your business.		Total	\$5,064.73

Frontline Timesheet: 5/13/13 - 5/26/13

DP#	HRS	% OF HRS		
DP00011	47	47%	\$	2,380.42
DP10739	16	16%	\$	810.36
DP10894	37	37%	\$	1,873.95
		0%	\$	-
		0%	\$	-
		0%	\$	-
TOTAL	100	100%	\$	5,064.73

Invoice Total \$ 5,064.73



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90510348

Date: 06/02/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-136
2/2

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27353 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
FLAG	FLAGMAN	19.0	HR	25.19	478.61
LAB	LABORER	20.5	HR	25.19	516.40
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 27353					3,048.82
DPR# :27532 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	1.5	HR	31.50	47.25
DT15	DUMP TRUCK 15 YD	1.5	HR	44.09	66.14
Total by 27532					113.39
DPR# :27586 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	1.5	HR	31.50	47.25
DT15	DUMP TRUCK 15 YD	1.5	HR	44.09	66.14
Total by 27586					113.39
DPR# :64833 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
FLAG	FLAGMAN	19.0	HR	25.19	478.61
LAB	LABORER	15.0	HR	25.19	377.85
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 64833					2,833.46
DPR# :64834 DP10894 ROAD 3 NORTH					
LAB	LABORER	13.5	HR	25.19	340.07
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
FLAG	FLAGMAN	20.0	HR	25.19	503.80
Total by 64834					2,897.68
DPR# :64872 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90510348**

Date: 06/02/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
FLAG	FLAGMAN	18.0	HR	25.19	453.42
LAB	LABORER	10.0	HR	25.19	251.90
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
				Total by	64872
					2,682.32

				Total	11,689.06
--	--	--	--	--------------	------------------

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

Signed

APPROVED BY _____

APPROVED BY _____

Rel # 8 6/13 ES

FES INVESTMENTS INC.
 dba Frontline Energy Services
 PO Box 23692
 Flagstaff, Arizona 86002

Office: 928-779-9903
 Fax: 928-779-9904

Invoice

Date	Invoice #
6/11/2013	18223

Bill To
UniSource Energy Services Attn: Gas A/P - OH124 PO Box 389 Tucson, Arizona 85702-0389

DP10894

P.O. No.	Terms	Project
PO 26637	Net 15	Mr. Jeff Brown - Prescott

Quantity	Description	Rate	Amount
90	UNS Inspector, Bill Bauer	38.11	3,429.90
96	Mileage	0.565	54.24
9	Per Diem	123.00	1,107.00
	Invoice Period 5/27/13 - 6/09/13		
Thank you for your business.		Total	\$4,591.14

RECEIVED AP 06/11/13

Frontline Timesheet:

DP#	HRS	% OF HRS	
DP00011	25	27%	\$ 1,247.59
DP00088		0%	\$ -
DP10894	37	40%	\$ 1,846.44
DP10739	30	33%	\$ 1,497.11
		0%	\$ -
		0%	\$ -
TOTAL	92	100%	\$ 4,591.14

Invoice Total \$ 4,591.14



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90521807

Date: 06/23/2013

To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301

Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011

Description : UNS GAS, INC.

Terms : Net due in 30 days

DP10894-123-5678

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27519 DP10894 ROAD 3 NORTH					
	PRAXAIR INV 46346076	1	EA	113.11	113.11
	10% HANDLING	1	EA	11.31	11.31
	PRAXAIR INV 46346078	1	EA	20.25	20.25
	10% HANDLING	1	EA	2.02	2.02
Total by 27519					146.69
Total					146.69

NPL Construction Company, hereby certifies that all work performed is in compliance with the Interstate Gas Pipeline Act of 1991 as referenced in our contract documents.

Signed

APPROVED BY _____ APPROVED BY *[Signature]*



.INVOICE

PRAXAIR DISTRIBUTION INC
548 6TH STREET
PRESCOTT AZ 86301
(928) 445-3531

6054-1/2:6746

NORTHERN PIPELINE CONST
1246 W TEE ST
CASA GRANDE AZ 85122-3814

Ken's

DATE	ACCOUNT #	INVOICE NUMBER
06/10/13	BC196	46346076

*PAYMENT DUE BY: 07/10/2013

312-PRAXAIR DISTRIBUTION INC
PO BOX 120812 DEPT 0812
DALLAS TX 75312-0812
(800) 229-4449

NORTHERN PIPELINE CONST
8800 E LONG MESA DR
PRESCOTT VALLEY AZ 86314

PO # CHINO VALLEY	ORDER # 23994169-00	ORDER DATE 06/06	BLANCH 312	SLS 311	TER 291	SEP VIA CUST PICKUP	EDS	TERMS NET 30	PAGE 1
ITEM NUMBER	QUANTITY SHIPPED	QUANTITY RETURNED	CYLINDERS SHIPPED	CYLINDERS RETURNED	ITEM DESCRIPTION	UNIT	UNIT PRICE	AMOUNT	
** LOCATION: 312 NI T	4	0	4	0	NITROGEN T VOL: 1216	CL	23.63	94.52	
ZZZHM	1	0			HAZARDOUS MATERIAL CHARGE	EA	8.95	8.95	
ZPIPAPERINVOICE	1	0			PAPER INVOICE FEE	EA	1.00	1.00	
							Subtotal	104.47	
TOTAL CYLINDERS			SHIPPED: 4 RETURNED: 0						
REIMBURSABLE WEEK ENDING JUN 23 2013 APP ENTERED									
Pay your bills by credit card! Call 1-800-266-4369 to start.									
ACCOUNTS PAST DUE WILL BE CHARGED A SERVICE CHARGE OF \$1.00 OR A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUAL RATE) OF THE OUTSTANDING BALANCE, WHICHEVER IS GREATER.						TAXABLE AMOUNT		103.47	
						INVOICE AMOUNT		113.11	

Vendor # 5500327
G/L 6760 6510 (R)
Job/Phase 009-118
Unit # _____
Rec'd. JUN 17 2013
Amount 113.11
Approved [Signature]
Date 6-18-13
P-Card ☐ Copy ☐

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

*** FOR CREDIT CARD PAYMENT ***
** SEE REVERSE SIDE **

DATE	ACCOUNT #	INVOICE NUMBER
06/10/13	BC196	46346076

INVOICE

PLEASE PAY THIS AMOUNT
113.11

☐ CHECK HERE FOR CHANGE OF ADDRESS. SEE REVERSE SIDE

AMOUNT ENCLOSED

PLEASE MAKE CHECKS PAYABLE TO
AND MAIL TO:

NORTHERN PIPELINE CONST
1246 W TEE ST
CASA GRANDE AZ 85122

312-PRAXAIR DISTRIBUTION INC
PO BOX 120812 DEPT 0812
DALLAS TX 75312-0812

BC196 46346076100000113114



INVOICE

PRAXAIR DISTRIBUTION INC
548 6TH STREET
PRESCOTT AZ 86301
(928) 445-3531

6054-2/2:6747

BILL TO

NORTHERN PIPELINE CONST
1246 W TEE ST
CASA GRANDE AZ 85122

DATE	ACCOUNT #	INVOICE NUMBER
06/10/13	BC196	46346078

*PAYMENT DUE BY: 07/10/2013

REMIT TO

312-PRAXAIR DISTRIBUTION INC
PO BOX 120812 DEPT 0812
DALLAS TX 75312-0812
(800) 229-4449

SHIP TO

NORTHERN PIPELINE CONST
8800 E LONG MESA DR
PRESCOTT VALLEY AZ 86314

PO # 09118	ORDER # 24024375-00	ORDER DATE 06/10	BRANCH 312	SLS 311	TERM 291	SHIP VIA CUST PICKUP	RCJ	TERMS NET 30	PAGE 1
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ITEM NUMBER	QUANTITY SHIPPED	QUANTITY RET	CYLINDERS SHIPPED	CYLINDERS RET	ITEM DESCRIPTION	UNIT	UNIT PRICE	AMOUNT	
** LOCATION: 312									
OX K	1	0	1	1	OXYGEN K	CL	12.82	12.82	
ZZZHM	1	0			VOL: 249				
ZPIPERINVOICE	1	0			HAZARDOUS MATERIAL CHARGE	EA	4.95	4.95	
					PAPER INVOICE FEE	EA	1.00	1.00	
					Subtotal			18.77	
TOTAL CYLINDERS					SHIPPED: 1 RETURNED: 1				
REIMBURSABLE WEEK ENDING JUN 2 2013 ENTERED									
Vendor # <u>5500327</u> O/L <u>6760 6510</u> (R) Job/Phase <u>009-118</u> Unit # _____ Rec'd. JUN 17 2013 Amount <u>20.25</u> Approved <u>[Signature]</u> Date <u>6-18-13</u> P-Card ☐ Copy ☐						Tax 1.48			
ACCOUNTS PAST DUE WILL BE CHARGED A SERVICE CHARGE OF \$1.00 OR A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUAL RATE) OF THE OUTSTANDING BALANCE, WHICHEVER IS GREATER.						TAXABLE AMOUNT 17.77		INVOICE AMOUNT 20.25	

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

*** FOR CREDIT CARD PAYMENT ***
** SEE REVERSE SIDE **

DATE	ACCOUNT #	INVOICE NUMBER
06/10/13	BC196	46346078

INVOICE

PLEASE PAY THIS AMOUNT
20.25

☐ CHECK HERE FOR CHANGE OF ADDRESS, SEE REVERSE SIDE

AMOUNT ENCLOSED

PLEASE MAKE CHECKS PAYABLE TO
AND MAIL TO:

BILL TO

NORTHERN PIPELINE CONST
1246 W TEE ST
CASA GRANDE AZ 85122

REMIT TO

312-PRAXAIR DISTRIBUTION INC
PO BOX 120812 DEPT 0812
DALLAS TX 75312-0812

BC196 46346078100000020259



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90528194

Date: 07/07/2013

To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301

Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011

Description : UNS GAS, INC.

Terms : Net due in 30 days

DP10894-156-56/5m
23

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DP10894-156-56/5m	DP10894 ROAD 3 NORTH				
3MANST	3 MAN STEEL CREW	8.0	HR	153.61	1228.88
LAB	LABORER	12.0	HR	25.19	302.28
Total by 27355					1,531.16
Total					1,531.16

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipelines Act of 1968
 as referenced in our contract documents.

Signed

APPROVED BY _____ APPROVED BY _____



Rel # 185

NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice
90528193

Date: 07/07/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

DP10894-156-561

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27522 DP10894 ROAD 3 NORTH					
	NBC INV 43045250	1	EA	50.00	50.00
	10% HANDLING	1	EA	5.00	5.00
Total by 27522					55.00
Total					55.00

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

APPROVED BY _____ APPROVED BY Signed *A. Beem*



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/30/2013	43045250

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
ACCOUNTS PAYABLE
1246 W TEE STREET
CASA GRANDE, AZ 85222

Job ID: 030809

Chino Valley
Prescott

DP-10894 RGN

*** **Job Complete** ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	6/24/2013 - 6/30/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
06/27/13	----- LABOR ----- Plate Pick-up			1		1	\$50.00	\$50.00

Thank you for your business.

REIMBURSABLE

EQUIPMENT RENTAL TOTAL	\$0.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$50.00
SALES TAX	\$0.00
TOTAL CHARGES	\$50.00
TOTAL AMOUNT DUE	\$50.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$50.00

Vendor # 9902199
G/L 6510 (R)
Job/Phase 009-118
Unit # _____
Rec'd. JUL 03 2013
Amount 50.00
Approved 7-3-13
Date _____
Card ☐ Copy ☐



Error claims MUST be made in writing within 30 days for credit.



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90524343**

Date: 06/30/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-130
23

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27351 DP10894 ROAD 3 NORTH					
2MANST	2 MAN STEEL CREW	8.0	HR	135.18	1081.44
FLAG	FLAGMAN	16.0	HR	25.19	403.04
Total by 27351					1,484.48
DPR# :64882 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
LAB	LABORER	10.0	HR	25.19	251.90
Total by 64882					1,788.00
DPR# :64885 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
LAB	LABORER	10.5	HR	25.19	264.50
Total by 64885					1,877.41
DPR# :64913 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	4.0	HR	31.50	126.00
DT15	DUMP TRUCK 15 YD	4.0	HR	44.09	176.36
Total by 64913					302.36
DPR# :64921 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
LAB	LABORER	11.0	HR	25.19	277.09
Total by 64921					1,890.00
Total					7,342.25

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

Signed

APPROVED BY _____ APPROVED BY *[Signature]*



LYON ENGINEERING
Civil Engineers Land Surveyors

Remit to:	Lyon Engineering 1650 Willow Creek Road Prescott, Arizona 86301 Phone (928) 776-1750
Invoice Number	791-44-2
Invoice Date:	6/29/2013
Tax Payers ID#:	86-0786985
Terms:	Net 30

Unisource Energy
Attn: Accounts Payable
Mail Drop HQE 703, P.O. Box 3033
Tucson, AZ 85702-3033

Job Name: Road 3 North PO 25872

Job Number:

Job Number: 79144

Invoice Number	791-44-2
Invoice Date:	6/29/2013
Tax Payers ID#:	86-0786985
Terms:	Net 30

Task Description	Original Contract Amount	Total Change Orders	Revised Contract Amount	% Complete	Amount Earned	Previously Billed	Current Amount Due
	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00
Contract Total	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Stake for gas along road 3N. Look over gas line and improvements for relocation of gas. Stake top of ditch on west end of road 3 North. As-built new gas near proposed box culvert.	\$0.00	\$2,400.00	\$2,400.00	100%	\$2,400.00	\$2,400.00	\$0.00
Staked R.O.W. For Gas Line, Also had field meeting with Sara	\$0.00	\$600.00	\$600.00	100%	\$600.00	\$0.00	\$600.00
Extra Total	\$0.00	\$3,000.00	\$3,000.00		\$3,000.00	\$2,400.00	\$600.00
Total	\$0.00	\$3,000.00	\$3,000.00	0.00%	\$3,000.00	\$2,400.00	\$600.00

S. LYON

Prepared By:

Approved By:

Invoiced hourly rates are based on the following:

Principle Engineer	\$140.00	Survey Manager	\$110.00	Survey Crew	\$150.00
Project Engineer	\$110.00	Survey Technician	\$85.00	Inspector	\$75.00
Project Designer	\$100.00	G.P.S. Survey Crew	\$150.00	Clerical Admin	\$ 50.00

Sub Total= \$600.00

Total Due= **\$600.00**

FES INVESTMENTS INC.
dba Frontline Energy Services
PO Box 23692
Flagstaff, Arizona 86002

Office: 928-779-9903
Fax: 928-779-9904

Invoice

Date	Invoice #
7/9/2013	18293

Bill To
UniSource Energy Services Attn: Gas A/P - OH124 PO Box 389 Tucson, Arizona 85702-0389

DP 10894-156-561
\$ 689.29
23

P.O. No.	Terms	Project
PO 26637	Net 15	Mr. Jeff Brown - Prescott

Quantity	Description	Rate	Amount
70	UNS Inspector, Bill Bauer	38.11	2,667.70
8	Per Diem	123.00	984.00
106	Mileage	0.565	59.89
Invoice Period 6/24/13 - 7/07/13			
Thank you for your business.		Total	\$3,711.59

RECEIVED AP 07/10/13

Frontline Timesheet:

DP#	HRS	% OF HRS		
DP00011	33	47%	\$	1,749.75
DP10739	24	34%	\$	1,272.55
DP10894	13	19%	\$	689.29
DP10846		0%	\$	-
DP10758		0%	\$	-
DP10682		0%	\$	-
TOTAL	70	100%	\$	3,711.59

Invoice Total \$ 3,711.59



March 26, 2014

Robert Smith
Town Manager
Chino Valley, AZ

RE: Invoice for Road 3 North Gas Line Relocations

Dear Mr. Smith,

Enclosed are the invoices for the Town of Chino Valley Road 3 North gas line relocations. As previously agreed upon with UniSource Energy Services (UES), these invoices are based on the actual charges for the relocations, per UES franchise agreement with the Town of Chino Valley.

Please remit payment to:
Unisource Energy Services
Attn: Bill Parry
6405 Wilkinson Dr.
Prescott, AZ 86323

Thanks,

A handwritten signature in black ink, appearing to read "Bill Parry".

Bill Parry
District Manager
Unisource Energy Services
(928) 203-1222



In making your remittance or in any correspondence pertaining to this Invoice, please refer to the

Invoice Date
03/27/14

Invoice # PR14-01S

To:

Town of Chino Valley
Attn: Robert Smith
PO Box 406
Chino Valley, AZ 86323

Important
TO AVOID DELAYS PLEASE RETURN YOUR PAYMENT TO:

UniSource Energy Services
Attn: Bill Parry
6405 Wilkinson Dr.
Prescott, AZ 86301

Please address any questions regarding this invoice to: Bill Parry @ 928-203-1222

PLEASE REMIT PAYMENT FOR THE FOLLOWING:

Actual cost of gas main relocations in correlation with the Town of Chino Valley Rd. 3 North Drainage Improvement, DP10894

Advance Due OR Contribution Due \$ 98,690.64

This bill is due within 10 days of receipt.

PLEASE RETURN ONE COPY WITH YOUR PAYMENT

Please do not write below this line

DP10894	CIAC (Contributions)	\$ 98,690.64
Task Number		Amount

	AIAC (Advances)	
Task Number		Amount

Detail Expenditure Report Task Number : 'DP10894' Date of Report:28-FEB-14 NOTE: A + QTY IS AN ISSUE & A - QTY IS A RETURN

Task Desc Estimate:95,329

Project	Exp Category	ET w Description	CC	GI Period Name	Vendor Name	PO #	Inv #	Amount	Item	Hrs / Qty	Item Description
253500B	Company Labor	010 CLS P/R - Regular		MAY-13				2,575.65		105	
		020 UNC P/R - Regular		JUN-13				3,468.90		93	
							Total Company Labor: 6,044.55				
		122 Materials Issued - UNG		JUL-13				23.98	000001016	1	REDUCER STEEL WELD 2 INCH X 1 INCH CONCENTRIC STANDARD WEIGHT DOMESTIC
		122 Materials Issued - UNG		JUN-13				23.40	000004115	2	ELL STEEL WELD 90 DEGREE 2 IN LONG RADIUS SEAMLESS SCHEDULE 40 154 WALL
		122 Materials Issued - UNG		JUN-13				10.83	000013510	1	CATHODIC PROTECTION TAPE 2 INCH X 33 FOOT ROLL, COMPOSED OF NON-WOVEN
		122 Materials Issued - UNG		JUN-13				17.94	000013540	1	CATHODIC PROTECTION POLYWRAP 4 INCH X 550 FOOT 1.5 MIL DENSO
		122 Materials Issued - UNG		JUN-13				25.84	000015623	1	CATHODIC PROTECTION PROFILING MASTIC 4 POUND BAG DENSO
		122 Materials Issued - UNG		JUN-13				12.91	000017218	1	GASKET FOR LINE STOPPER FOR 6 INCH TD WILLIAMSON LINE STOPPER FITTING
		122 Materials Issued - UNG		JUN-13				148.82	000017494	1	VALVE BALL IRON 2 INCH THREADED FULL PORT 1000 PSIG
		122 Materials Issued - UNG		JUN-13				5.45	000017586	1	COUPLING 2 IN IPS HDPE EF ELOFIT FOR HDPE PIPE I D MIN 2.374 IN I D MAX 2.390 IN TO BE
		122 Materials Issued - UNG		MAY-13				797.88	000001230	732	PIPE HIGH DENSITY POLYETHYLENE 2 INCH IPS 500 FOOT ROLL SDR11 CEE RATED
		122 Materials Issued - UNG		MAY-13				22.36	000004081	2	CAP WELD 2 IN STANDARD WEIGHT .154 WALL GRADE WPB DOMESTIC MANUFACTURER
		122 Materials Issued - UNG		MAY-13				11,821.14	nonstock	666	PIPE STEEL 6 INCH .219 WALL THICKNESS X-42
		122 Materials Issued - UNG		MAY-13				106.52	000004084	4	CAP WELD 6 IN STANDARD WEIGHT .280 WALL GRADE WPB DOMESTIC MANUFACTURER

122 Materials Issued - UNG	MAY-13				11.70	000004115	1	ELL STEEL WELD 90 DEGREE 2 IN LONG RADIUS SEAMLESS SCHEDULE 40 154 WALL
122 Materials Issued - UNG	MAY-13				178.68	000004118	4	ELL STEEL WELD 90 DEGREE 6 IN LONG RADIUS SEAMLESS SCHEDULE 40 280 WALL
122 Materials Issued - UNG	MAY-13				113.76	000004118	2	ELL STEEL WELD 90 DEGREE 6 IN LONG RADIUS SEAMLESS SCHEDULE 40 280 WALL
122 Materials Issued - UNG	MAY-13				75.02	000004206	11	PIPE STEEL FUSION BOND EPOXY 2 INCH .154 INCH WALL API5L-X42 GM-P100
122 Materials Issued - UNG	MAY-13				42.79	000004250	1	PRIMER GALLON POLYKEN 1027
122 Materials Issued - UNG	MAY-13				215.78	000017492	1	VALVE BALL 2 INCH ANSI 150 WELD END CARBON STEEL BODY CHROME PLATED BALL
122 Materials Issued - UNG	MAY-13				100.01	000015881	1	BOX VALVE SLIP WITH LID 5-1/4 INCH ARMOR ACCESS BOXES ADJUSTABLE 39 INCH TO 60
122 Materials Issued - UNG	MAY-13				16.25	000015645	1	TRANSITION 2 INCH SCHEDULE 40 STEEL X 2 INCH IPS HIGH DENSITY POLYETHYLENE CEE
122 Materials Issued - UNG	MAY-13				27.54	000014158	2	TAPE CAUTION 3 INCH X 1000 FOOT ROLL YELLOW, 4 MIL THICK, CAUTION BURIED GAS
122 Materials Issued - UNG	MAY-13				122.56	000013686	1,000	WIRE COPPER 12 GAUGE 500 FOOT ROLL THHN SOLID WIRE WITH YELLOW 4 MIL PVC
122 Materials Issued - UNG	MAY-13				41.20	000011700	40	PIPE HIGH DENSITY POLYETHYLENE 2 INCH IPS 20 FOOT STICK SDR11 CEE RATED
122 Materials Issued - UNG	MAY-13				36.19	000004543	1	BOX CATHODIC 5 TERMINAL HANDLEY T4 TEST STATION
122 Materials Issued - UNG	MAY-13				204.94	000004542	3	ANODE MAGNESIUM 17 POUND HIGH POTENTIAL IN CLOTH BAG WITH BACKFILL
122 Materials Issued - UNG	MAY-13				13.92	000004540	1	ANODE MAGNESIUM 1 POUND HIGH POTENTIAL IN CLOTH BAG WITH BACKFILL
122 Materials Issued - UNG	MAY-13				36.24	000004414	6	ELL 90 DEGREE 2 INCH IPS HIGH DENSITY POLYETHYLENE BUTT FUSION SDR11 ASTM D-
122 Materials Issued - UNG	MAY-13				5.76	000004405	2	CAP 2 INCH IPS HIGH DENSITY POLYETHYLENE BUTT FUSION SDR11 ASTM D-2513
122 Materials Issued - UNG	MAY-13				2,593.90	000004282	2	TEE STEEL WELD 3-WAY SHORTSTOPP 6 INCH ANSI150 TD WILLIAMSON
122 Materials Issued - UNG	MAY-13				578.46	000004279	3	TEE STEEL WELD 3-WAY SHORTSTOPP 2 INCH ANSI150 TD WILLIAMSON

		122 Materials Issued - UNG	561	MAY-13				127.27	000004271	13	TAPE MASTIC 2 INCH X 50 FOOT, ASTM D257 1000 AND ASTM E398 POLYKEN 930-35
								Total Other: 17,559.04			
253500B	Material	123 Materials Purchased	561	MAY-13	ASPHALT PAVING & SUPPLY	28358	28911	1,382.43			Slurry and Asphalt as requested by authorized Unisource personnel from
		123 Materials Purchased		JUN-13	NPL CONSTRUCTION CO	34262	90517850	277.20			TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		123 Materials Purchased		JUN-13	NPL CONSTRUCTION CO	34262	90510380	542.90			TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		123 Materials Purchased		JUN-13	NPL CONSTRUCTION CO	34262	90510377	1,054.02			TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		123 Materials Purchased		JUN-13	PRESCOTT DIRT LLC	35133	47912	119.94			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		JUN-13	PRESCOTT DIRT LLC	35133	47886	367.31			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		JUN-13	PRESCOTT DIRT LLC	35133	47882	122.54			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		JUN-13	PRESCOTT DIRT LLC	35133	47840	121.89			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		JUN-13	PRESCOTT DIRT LLC	35133	44074	121.89			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		JUN-13	PRESCOTT DIRT LLC	35133	44046	123.02			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		JUN-13	PRESCOTT DIRT LLC	35133	44045	123.67			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		JUN-13	PRESCOTT DIRT LLC	35133	44034	123.02			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		JUN-13	HANSON AGGREGATES ARIZONA INC	28494	30248016	1,687.55			Slurry and related materials as requested by authourized Unisource Energy Services
		123 Materials Purchased		JUN-13	HANSON AGGREGATES ARIZONA INC	28494	30247844	1,703.13			Slurry and related materials as requested by authourized Unisource Energy Services
		123 Materials Purchased		MAY-13	ASPHALT PAVING & SUPPLY	28358	29019	1,726.19			Slurry and Asphalt as requested by authorized Unisource personnel from
		123 Materials Purchased		MAY-13	ASPHALT PAVING & SUPPLY	28358	29054	797.14			Slurry and Asphalt as requested by authorized Unisource personnel from

		123 Materials Purchased		MAY-13	HANSON AGGREGATES ARIZONA INC	28494	30247546	953.75			Slurry and related materials as requested by authourized Unisource Energy Services
		123 Materials Purchased		MAY-13	HANSON AGGREGATES ARIZONA INC	28494	30247570	1,362.51			Slurry and related materials as requested by authourized Unisource Energy Services
		123 Materials Purchased		MAY-13	HANSON AGGREGATES ARIZONA INC	28494	30247669	1,362.51			Slurry and related materials as requested by authourized Unisource Energy Services
		123 Materials Purchased		MAY-13	HANSON AGGREGATES ARIZONA INC	28494	30247731	1,362.51			Slurry and related materials as requested by authourized Unisource Energy Services
		123 Materials Purchased		MAY-13	PRESCOTT DIRT LLC	35133	42985	123.02			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		MAY-13	PRESCOTT DIRT LLC	35133	42990	123.51			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		MAY-13	PRESCOTT DIRT LLC	35133	42992	123.67			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		MAY-13	PRESCOTT DIRT LLC	35133	43011	123.02			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		MAY-13	PRESCOTT DIRT LLC	35133	43990	123.67			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		MAY-13	PRESCOTT DIRT LLC	35133	43992	123.02			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		MAY-13	PRESCOTT DIRT LLC	35133	44025	123.67			Sand and Material as requested by authorized Unisource personnel
		123 Materials Purchased		JUN-13	ASPHALT PAVING & SUPPLY	28358	29216	335.96			Slurry and Asphalt as requested by authorized Unisource personnel from
		123 Materials Purchased		JUN-13	ASPHALT PAVING & SUPPLY	28358	29117	2,218.04			Slurry and Asphalt as requested by authorized Unisource personnel from
							Total Material: 18,852.70				
		204 Rentals	561	MAY-13	NATIONAL BARRICADE COMPANY	28427	43044776	301.66			Barricade rental and traffic control as requested by authorized UniSource Energy
		204 Rentals		MAY-13	NATIONAL BARRICADE COMPANY	28427	43044674	301.66			Barricade rental and traffic control as requested by authorized UniSource Energy
		204 Rentals		JUN-13	NATIONAL BARRICADE COMPANY	28427	43045243	298.90			Barricade rental and traffic control as requested by authorized UniSource Energy
		204 Rentals		JUN-13	NATIONAL BARRICADE COMPANY	28427	43045126	298.90			Barricade rental and traffic control as requested by authorized UniSource Energy

		204 Rentals		JUN-13	NATIONAL BARRICADE COMPANY	28427	43045000	298.90		Barricade rental and traffic control as requested by authorized UniSource Energy
		204 Rentals		JUN-13	NATIONAL BARRICADE COMPANY	28427	43044882	301.66		Barricade rental and traffic control as requested by authorized UniSource Energy
		204 Rentals		JUL-13	NPL CONSTRUCTION CO	34262	90524374	1,468.56		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		204 Rentals		JUL-13	NPL CONSTRUCTION CO	34262	90524372	689.70		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		204 Rentals		JUL-13	NPL CONSTRUCTION CO	34262	90521806	277.20		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		204 Rentals		JUL-13	NATIONAL BARRICADE COMPANY	28427	43045364	391.19		Barricade rental and traffic control as requested by authorized UniSource Energy
							Total Other: 4,628.33			
253500B	Outside Services	156 Contractor	561	13-May	NPL CONSTRUCTION CO	34262	90504506	12,155.16		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		156 Contractor		13-May	NPL CONSTRUCTION CO	34262	90501610	3,316.70		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		156 Contractor		13-May	FRONTLINE ENERGY SERVICES	33878	18205	1,873.95		To provide inspection services as requested by authorized Prescott District personnel
		156 Contractor		13-Jun	NPL CONSTRUCTION CO	34262	90510348	11,689.06		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		156 Contractor		JUN-13	NPL CONSTRUCTION CO	34262	90517843	10,360.32		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		156 Contractor		13-Jun	FRONTLINE ENERGY SERVICES	33878	18223	1,846.44		To provide inspection services as requested by authorized Prescott District personnel
		156 Contractor		JUL-13	NPL CONSTRUCTION CO	34262	90521807	146.69		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		156 Contractor		13-Jul	NPL CONSTRUCTION CO	34262	90528194	1,531.16		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		156 Contractor		13-Jul	NPL CONSTRUCTION CO	34262	90528193	55.00		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		156 Contractor		13-Jul	NPL CONSTRUCTION CO	34262	90524343	7,342.25		TO PROVIDE LABOR AND MATERIALS AS NEEDED FOR CONSTRUCTION SERVICES AS
		156 Contractor		13-Jul	LYON ENGINEERING & DEVELOPMENT INC	25872	791-44-2	600.00		CIVIL ENGINEERING AND LAND SURVEYING SERVICES

		156 Contractor		13-Jul	FRONTLINE ENERGY SERVICES	33878	18293	689.29			To provide inspection services as requested by authorized Prescott District personnel
						Total Outside Services: 51,606.02					
							Task Total: 98,690.64				



BILL TO	Town of Chino Valley Attn: Ron Gritman PO Box 406 Chino Valley, AZ 86323
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Invoice #	PR14-01-1SS
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Invoice Date

QTY	ITEM	UNITS	DESCRIPTION	UNIT PRICE	TOTAL
105	CLS P/R- Regular	Hours	Company Labor, classified, regular	\$24.53	\$2575.65
93	UNC P/R-Regular	Hours	Company Labor	\$37.30	\$3468.90
				BALANCE DUE	\$6,044.55



6405 Wilkinson Dr.
Prescott, AZ 86301

PHONE (928) 771-7229
FAX (928) 717-1794
E-MAIL sscott@uesaz.com
WEB SITE www.uesaz.com



BILL TO Town of Chino Valley
Attn: Ron Gritman
PO Box 406
Chino Valley, AZ 86323

Invoice # PR14-01-2SS

Invoice Date

QTY	ITEM	UNITS	DESCRIPTION	UNIT PRICE	TOTAL
1	Materials Issued	Each	2" x 1" Steel Weld Reducer	\$23.98	\$23.98
2	Materials Issued	Each	2" 90 Degree Steel Weld Ell	\$11.70	\$23.40
1	Materials Issued	Each	Tape, 2" x 33'	\$10.83	\$10.83
1	Materials Issued	Each	4" Polywrap Tape	\$17.94	\$17.94
1	Materials Issued	Each	Profiling Mastic	\$25.84	\$25.84
1	Materials Issued	Each	6" Line Stopper Gasket	\$12.91	\$12.91
1	Materials Issued	Each	2" Threaded Iron Ball Valve	\$148.82	\$148.82
1	Materials Issued	Each	2" Elofit Coupling	\$5.45	\$5.45
732	Materials Issued	Each	2" Polyethylene Pipe	\$1.09	\$797.88
2	Materials Issued	Each	2" Steel Weld Cap	\$11.18	\$22.36
666	Materials Issues	Foot	6" .219" Wall Thickness, Fusion Bond Steel Pipe	\$16.79	\$11,821.14
4	Materials Issued	Each	6" Steel Weld Cap	\$26.63	\$106.52
1	Materials Issued	Each	2" 90 Degree Steel Weld Ell	\$11.70	\$11.70
4	Materials Issued	Each	6" 90 Degree Steel Weld Ell	\$44.67	\$178.68
2	Materials Issued	Each	6" 90 Degree Steel Weld Ell	\$56.88	\$113.76
11	Materials Issued	Each	2" Fusion Bond Pipe	\$6.82	\$75.02
1	Materials Issued	Each	Gallon Primer	\$42.79	\$42.79
1	Materials Issued	Each	2" ANSI 150 Ball Valve	\$215.78	\$215.78
1	Materials Issued	Each	Valve Box	\$100.01	\$100.01
1	Materials Issued	Each	2" x 2" Transition	\$16.25	\$16.25
2	Materials Issued	Each	3" Caution Tape	\$13.77	\$27.54
1000	Materials Issued	Roll	Copper Wire 12 G	\$0.12	\$122.56
40	Materials Issued	Foot	2" Polyethylene Pipe	\$1.03	\$41.20
1	Materials Issued	Each	Cathodic Test Station	\$36.19	\$36.19

3	Materials Issued	Each	17 Pound Anode	\$102.47	\$204.94
1	Materials Issued	Each	1 Pound Anode	\$13.92	\$13.92
6	Materials Issued	Each	2" 90 Degree Polyethylene Ell	\$6.04	\$36.24
2	Materials Issued	Each	2" Polyethylene Cap	\$2.88	\$5.76
2	Materials Issued	Each	6" 3-way Short Stopp Tee	\$1,296.95	\$2,593.90
3	Materials Issued	Each	2" 3-way Short-Stopp Tee	\$192.82	\$578.46
13	Materials Issued	Each	2" Mastic Tape	\$9.79	\$127.27
				BALANCE DUE	\$17,559.04



6405 Wilkinson Dr.
Prescott, AZ 86301

PHONE (928) 771-7229
FAX (928) 717-1794
E-MAIL smiller@uesaz.com
WEB SITE www.uesaz.com

License # ROC192405-A and ROC192404-CO2

•

TUCSON AZ 85702-3033

PO# 10894

Credit Terms Net 30 Days

RECEIVED AP 05/16/13



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice
90517850

Date: 06/16/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

Rel #147 6/24 ES
DP10894-123-50151
JB

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DP10894-123-50151	DP10894 ROAD 3 NORTH				
	NBC INV 43044811	1	EA	252.00	252.00
	10% HANDLING	1	EA	25.20	25.20
Total by 27517					277.20
Total					277.20

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the federal Gas Pipeline Act of 1968
 as referenced in our contract documents.

APPROVED BY _____

APPROVED BY _____

JB



National Barricade Company
 2355 W. Utopia Rd.
 Phoenix, AZ 85027-4167
 623-879-4695
 Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/2/2013	43044811

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
 ACCOUNTS PAYABLE
 1246 W TEE STREET
 CASA GRANDE, AZ 85222

Kent
Job ID: 030809
 Chino Valley
 Prescott

*** Job Not Complete ***

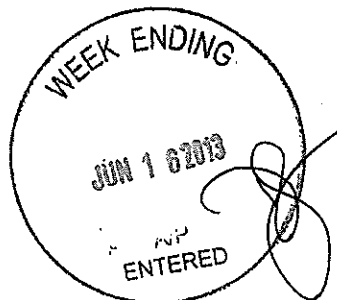
Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	5/27/2013 - 6/2/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
05/27/13	----- RENTALS ----- 5' x 10' Steel Trench Plate		05/27 06/02	24	7	168	\$1.50	\$252.00

EQUIPMENT RENTAL TOTAL	\$252.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$0.00
TOTAL CHARGES	\$252.00
TOTAL AMOUNT DUE	\$252.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$252.00

Thank you for your business.

REIMBURSABLE

Vendor # 9902199
 C/L 6527 6510 (R)
 Job/Phase 009-118
 Unit # _____
 Rec'd. JUN 05 2013
 Amount 252.00
 Approved [Signature]
 Date 6-11-13
 P-Card ☐ Copy ☐



Error claims MUST be made in writing within 30 days for credit.



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice
90510380

Date: 06/02/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-123-501600

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DP10894-123-501600	DP10894 ROAD 3 NORTH				
	PRESCOTT DIRT 43978	1	EA	493.55	493.55
	10% HANDLING	1	EA	49.35	49.35
Total by 27516					542.90
Total					542.90

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

APPROVED BY _____

APPROVED BY _____

Signature

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/22/2013	43978

Ken's

Bill To
NPL CONSTRUCTION CO 1246 W. TEE STREET CASA GRANDE, AZ 85122

Ship To
DP# 10894

P.O. Number	Terms	Due Date	Ship	Via	F.O.B.
09-118	Net 30	6/21/2013	5/22/2013	DELV	YARD

Tons	Description	Price Each	Amount
15.08	GAS SAND FOB	7.50	113.10T
15	GAS SAND FOB	7.50	112.50T
15.04	GAS SAND FOB	7.50	112.80T
15.06	GAS SAND FOB	7.50	112.95T
	Sales Tax	9.35%	42.20

REIMBURSABLE

Vendor # 9946765

Q/L 5802-6510 (R)

Job/Phase 007-118

Unit # _____

Rec'd. MAY 24 2013

Amount 493.55

Approved JS

Date 5-29-13

P-Card ☐ Copy ☐

WEEK ENDING

JUN 06 2013

ENTERED

MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!	Total	\$493.55
	Payments/Credits	\$0.00
	Balance Due	\$493.55



Rel #138 6/18 ES

NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90510377**

Date:06/02/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

DP10894-123-561 on es

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DP10894-123-561	ROAD 3 NORTH				
	R. BLUME INV 2013-219	1	EA	300.00	300.00
	10% HANDLING	1	EA	30.00	30.00
	R. BLUME INV 2013-215	1	EA	658.20	658.20
	10% HANDLING	1	EA	65.82	65.82
Total by				27513	1,054.02
				Total	1,054.02

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

APPROVED BY _____

APPROVED BY _____

Signed *[Signature]*



R. BLUME UNDERGROUND, INC.
 2895 N. HWY 89
 CHINO VALLEY, AZ 86323
 Phone # (928) 636-5121
 Fax # (928) 636-1767
 E-mail: RBlumeUnderground@gmail.com

Kari's

Invoice

Date	Invoice #
5/23/2013	2013-215

Bill To
NPL Construction Company 1246 W. Tee St. Casa Grande, AZ 85122

Project Information
NPL Road 1W & Road 3N Chino Valley, AZ

Project	Terms	P.O. No.	
D.P. 10894 - Rd 3N, Chino Valley, AZ	Net 15	09-118	
Description	Quantity	Rate	Amount
5/20/13 - Hauled 4 loads of Sand Truck #1	3	75.00	225.00
Materials - 56.26 tons	56.26	7.70	433.20
Truck Ticket 1063			
REIMBURSABLE			
Vendor # <u>9944038</u> O/L <u>5840-6510 (R)</u> Job/Phone <u>009-118</u> Unit # _____ Rec'd. <u>MAY 29 2013</u> Amount <u>658.20</u> Approved <u>[Signature]</u> Date <u>5-15-30</u> P-Card ☐ Copy ☐			
Thank you for your business!		Subtotal	\$658.20
		Sales Tax (0.0%)	\$0.00
		Total	\$658.20



R. BLUME UNDERGROUND, INC.
 2895 N. HWY 89
 CHINO VALLEY, AZ 86323
 Phone # (928) 636-5121
 Fax # (928) 636-1767
 E-mail: RBlumeUnderground@gmail.com

Invoice

Date	Invoice #
5/23/2013	2013-219

Kent

Bill To
NPL Construction Company 1246 W. Tee St. Casa Grande, AZ 85122

Project Information
NPL Road 1W & Road 3N Chino Valley, AZ

Project	Terms	P.O. No.	
D.P. 10894 - Rd 3N, Chino Valley, AZ	Net 15	09-118	
Description	Quantity	Rate	Amount
5/22/13 - Hauled 4 loads of Sand Truck #1	4	75.00	300.00
REIMBURSABLE Vendor # <u>9944038</u> G/L <u>5840-6510 (R)</u> Job/Phase <u>009-118</u> Unit # _____ Rec'd. <u>MAY 25 2013</u> Amount <u>300.00</u> Approved <u>[Signature]</u> Date <u>5-29-13</u> P-Card ☐ Copy ☐			
Thank you for your business!		WEEK ENDING JUN 06 2013 ENTERED <u>[Signature]</u>	
		Subtotal	\$300.00
		Sales Tax (0.0%)	\$0.00
		Total	\$300.00

Rel # 49 6/20 ES

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

DP16894-123-521
sm
js

Invoice

Date	Invoice #
6/6/2013	47912

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.	
35133		Net 30	7/6/2013	6/6/2013	DELV	YARD	
Tons	Description			Price Each		Amount	
14.76	GAS SAND FOB			7.50	110.70T		
	Sales Tax			8.35%	9.24		
MAKE PAYMENTS PAYABLE TO THE WEST DIRT, LLC THANK YOU FOR YOUR CONTINUED BUSINESS!				Total			\$119.94
				Payments/Credits			\$0.00
				Balance Due			\$119.94

RECEIVED AP 06/11/13 - USPOSTALMAIL

Rel #59 6/28 08

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

DP10894 ~~123~~ 123-501 on

Invoice

Date	Invoice #
6/12/2013	47886

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.	
35133		Net 30	7/12/2013	6/12/2013	DELV	YARD	
Tons	Description			Price Each		Amount	
15.08	GAS SAND FOB			7.50		113.10T	
15.08	GAS SAND FOB			7.50		113.10T	
15.04	GAS SAND FOB			7.50		112.80T	
	Sales Tax			8.35%		28.31	
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total			\$367.31
				Payments/Credits			\$0.00
				Balance Due			\$367.31

RECEIVED AP 06/26/13 - USPOSTALMAIL

Rel #57 6/28 SS

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

DP10894-123-501
sm

Date	Invoice #
6/12/2013	47882

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	7/12/2013	6/12/2013	DELV	YARD
Tons	Description			Price Each		Amount
15.08	GAS SAND FOB			7.50		113.10T
	Sales Tax			8.35%		9.44

RECEIVED AP 06/26/13 - USPOSTALMAIL

Rel #58 6/28 ES

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

DP10894-123-561 son

Date	Invoice #
6/10/2013	47840

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 01894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	7/10/2013	6/10/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB			7.50		112.50T
	Sales Tax			8.35%		9.39
PLEASE PRINT OR TYPE NAME OF THE PRESCOTT DIRT, LLC THE NAME OF THE COMPANY THAT YOU ARE ORDERING FROM				Total		\$121.89
				Payments/Credits		\$0.00
				Balance Due		\$121.89

RECEIVED AP 06/26/13 - USPOSTALMAIL

Rel # 50 6/20 BS

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/31/2013	44074

DP10894-123-501 for 93

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/30/2013	5/31/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB Sales Tax			7.50 8.35%		112.50T 9.39
MAKE PAYMENTS PAYABLE TO: PRESCOTT DIRT, LLC THANK YOU FOR YOUR CONTINUING BUSINESS				Total		\$121.89
				Payments/Credits		\$0.00
				Balance Due		\$121.89

RECEIVED AP 06/11/13 - USPOSTALMAIL

*Rel # 45
6/11 55-901 sm
DP10894-123-901 sm*

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/24/2013	44046

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/23/2013	5/24/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB Sales Tax			7.50 9.35%		112.50T 10.62
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.02
				Payments/Credits		\$0.00
				Balance Due		\$123.02

RECEIVED AP 06/04/13 - USPOSTALMAIL

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/24/2013	44045

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number	Terms	Due Date	Ship	Via	F.O.B.
35133	Net 30	6/23/2013	5/24/2013	DELV	YARD
Tons	Description			Price Each	Amount
15.08	GAS SAND FOB			7.50	113.10T
	Sales Tax			9.35%	10.57
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total	\$123.67
				Payments/Credits	-\$123.67
				Balance Due	\$0.00

*Rel# 43
6/11 ES
DP10894-123-501
gm*

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/24/2013	44034

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/23/2013	5/24/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB Sales Tax			7.50 9.35%		112.50T 10.52
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total \$123.02		
				Payments/Credits \$0.00		
				Balance Due \$123.02		

RECEIVED AP 06/04/13 - USPOSTALMAIL

Received 06/11/13 Electronic

Rel #212

6/20

Invoice Number: 30248016
 Invoice Date: 06/07/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

Invoice

Lehigh Hanson

HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

 P.O. BOX 3033
 TUCSON AZ 85702-3033

 TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

 15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address	Purchase Order	Customer Job #	Order #	Project #
ROAD 3 NORTH WEST	28494	DP10894	34	1178

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
06/07/2013	22149549	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
06/07/2013	22149551	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
06/07/2013	22149554	Yavapai 22	8107400	1 SACK SLURRY	5.00		\$62.30	\$311.50

Total Qty:

25.00

A discount of \$ 15.58 is available if paid by 07/15/2013.

 SUB-TOTAL \$1,557.50
 TAX \$130.05

Questions? Please call Customer Care at (800) 821-9119

Invoice Total: \$1,687.55

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

Rel # 211 6/11 

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

RECEIVED AP 05/23/13

R-1 #90

DP10894-123-501
m5/23
LW**Asphalt Paving & Supply, Inc.**

2425 N. Glassford Hill Rd.

Prescott Valley, AZ 86314

Phone: (928) 772-6363 • Fax: (928) 759-9103

License # ROC192405-A and ROC192404-CO2

INVOICE**APS**

Invoice Number: 29019
 Invoice Date: 05/21/2013
 Customer Number: UNS101
 Job Number:

UNS GAS, INC.
 PO BOX 3033
 TUCSON AZ 85702-3033

CHINO VALLEY
 PO# DP10894

Credit Terms Net 30 Days

DATE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
05/21/13 TCK#	19274 1 SACK SLURRY	10.00	CY	67.00	670.00
05/21/13 TCK#	19275 1 SACK SLURRY	4.00	CY	67.00	268.00
05/21/13 TCK#	19276 1 SACK SLURRY	10.00	CY	67.00	670.00

Total Cubic Yards 24.00

Sub-Total 1608.00
 Non-Tax Total 0.00
 Sales Tax- AZ 118.19
 Invoice Total 1726.19

THANK YOU FOR YOUR BUSINESS

RZ 1#91

DP 10894-123-501
SM
20

License # ROC192405-A and ROC192404-CO2

Invoice Number: : 29054
Invoice Date : 05/23/2013
Customer Number : UNS101
Job Number :

INVOICE
APS

UNS GAS, INC.
PO BOX 3033
TUCSON AZ 85702-3033

PRESCOTT DISTRICT
PO# 28358/10894

QUANTITY	UNIT	RATE	AMOUNT
9.52	TN	78.00	742.56

[illegible]

THANK YOU FOR YOUR BUSINESS

RECEIVED AP 05/28/13

Invoice Number: 30247546
 Invoice Date: 05/15/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

REL # 205

Invoice

Lehigh Hanson
 HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

P.O. BOX 3033
 TUCSON AZ 85702-3033

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address	Purchase Order	Customer Job #	Order #	Project #
ROAD 3 NORTH WEST	28494	DP-10894	22	1178

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
05/15/2013	22148611	Yavapai 22	8107400	1 SACK SLURRY	7.00	y	\$62.30	\$436.10
05/15/2013	22148615	Yavapai 22	8107400	1 SACK SLURRY	7.00	y	\$62.30	\$436.10

SUB-TOTAL \$872.20
 TAX \$81.55

Total Qty: 14.00
 A discount of \$ 8.72 is available if paid by 06/15/2013.

Questions? Please call Customer Care at (800) 821-9119

Invoice Total: **\$953.75**

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

Received 05/22/13 Electronic

Invoice Number: 30247570
 Invoice Date: 05/16/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

Invoice

Lehigh Hanson
 HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

P.O. BOX 3033
 TUCSON AZ 85702-3033

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address	Purchase Order	Customer Job #	Order #	Project #
ROAD 3 NW	28494	DP10894	31	1178

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
05/16/2013	22148697	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
05/16/2013	22148701	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00

SUB-TOTAL \$1,246.00
 TAX \$116.51

Total Qty: 20.00
 A discount of \$ 12.46 is available if paid by 06/15/2013.

Questions? Please call Customer Care at (800) 821-9119

Invoice Total: **\$1,362.51**

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

Rec'd 208
Received 05/28/13 Electronic

Invoice Number: 30247669
 Invoice Date: 05/22/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

Invoice

Lehigh Hanson
 HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

P.O. BOX 3033
 TUCSON AZ 85702-3033

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address	Purchase Order	Customer Job #	Order #	Project #
ROAD 3 NORTH WEST	28494	DP-10894	37	1178

Ticket Date	Ticket	Plant	Product Number	Product Description	Quantity	UOM	Unit Price	Extension
05/22/2013	22148926	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
05/22/2013	22148933	Yavapai 22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00

SUB-TOTAL \$1,246.00
 TAX \$116.51

Total Qty: 20.00 A discount of \$ 12.46 is available if paid by 06/15/2013.

Questions? Please call Customer Care at (800) 821-9119

Invoice Total: **\$1,362.51**

This invoice is subject to the terms set forth in the Credit Application and/or General Terms and Conditions of Sale, as well as any additional terms and conditions contained in the Quotation or Order Acknowledgement. Any additional or different terms proposed by Buyer are hereby deemed to be a material alteration and are hereby objected to. All items returned are subject to cartage and handling charges. Accounts are due and payable by the above stated terms. Past due accounts are subject to service charge as outlined in the Credit Application and/or General Terms and Conditions of Sale.

Received 05/29/13 Electronic

Invoice Number: 30247731
 Invoice Date: 05/24/2013
 Page: 1
 Terms of Sale: 1% 15th Prox, Net 30th Prox
 Customer Number: 1415751
 Customer Job: VARIOUS QUAD CITY AREA PROJEC

Rec # 209
 Invoice

Lehigh Hanson
 HEIDELBERGCEMENT Group

Billing on behalf of:

Hanson Aggregates LLC

UNS GAS, INC - GAS - AP - OH124

P.O. BOX 3033
 TUCSON AZ 85702-3033

TO ENSURE PROPER CREDIT, PLEASE INCLUDE
 THE INVOICE NUMBER WITH YOUR PAYMENT
 REMIT TO:

15620 Collections Center Drive
 Chicago, IL 60693

Tax ID: 75-1293392

Delivery Address				Purchase Order		Customer Job #	Order #	Project #	
ROAD 3 NORTH WEST				28494		DP10894	26	1178	
Ticket Date	Ticket	Plant		Product Number	Product Description	Quantity	UOM	Unit Price	Extension
05/24/2013	22149033	Yavapai	22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00
05/24/2013	22149035	Yavapai	22	8107400	1 SACK SLURRY	10.00		\$62.30	\$623.00

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/14/2013	42985

Bill To

Tucson Electric Power
Attn: Accounts Payable, Mail Drop HQE 703
P.O. Box 3033
Tucson, AZ 85702-3033

Ship To

DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/13/2013	5/14/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB			7.50		112.50T
	Sales Tax			9.35%		10.52
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.02
				Payments/Credits		\$0.00
				Balance Due		\$123.02

RECEIVED AP 05/17/13 - USPOSTALMAIL

5/17
LW

Rel # 24

DP10894-123-5678

PRESCOTT DIRT, LLCP.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/14/2013	42990

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number	Terms	Due Date	Ship	Via	F.O.B.
35133	Net 30	6/13/2013	5/14/2013	DELV	YARD
Tons	Description			Price Each	Amount
15.06	GAS SAND FOB Sales Tax			7.50 9.35%	112.95T 10.56
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total	\$123.51
				Payments/Credits	\$0.00
				Balance Due	\$123.51

RECEIVED AP 05/17/13 - USPOSTALMAIL

7/17
LW

Rel # 23
DP10894-03-901 son

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/14/2013	42992

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/13/2013	5/14/2013	DELV	YARD
Tons	Description			Price Each		Amount
15.08	GAS SAND FOB			7.50		113.10T
	Sales Tax			9.35%		10.57
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.67
				Payments/Credits		\$0.00
				Balance Due		\$123.67

RECEIVED AP 05/17/13 - USPOSTALMAIL

Rel # 26
DP10894-123-561 gm

PRESCOTT DIRT, LLC

P.O. BOX 6029
 CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/14/2013	43011

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/13/2013	5/14/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB			7.50		112.50T
	Sales Tax			9.35%		10.52
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.02
				Payments/Credits		\$0.00
				Balance Due		\$123.02

RECEIVED AP 05/17/13 - USPOSTALMAIL

Rel # 32

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

DP10894-123-561 gm

Invoice

Date	Invoice #
5/23/2013	43990

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/22/2013	5/23/2013	DELV	YARD
Tons	Description			Price Each		Amount
15.08	GAS SAND FOB			7.50		113.10T
	Sales Tax			9.35%		10.57
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.67
				Payments/Credits		\$0.00
				Balance Due		\$123.67

RECEIVED AP 05/29/13 - USPOSTALMAIL

5/30
LWREL # 34
DP10894-123-501
sn
23
PRESCOTT DIRT, LLCP.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/23/2013	43992

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/22/2013	5/23/2013	DELV	YARD
Tons	Description			Price Each		Amount
15	GAS SAND FOB			7.50		112.50T
	Sales Tax			9.35%		10.52
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.02
				Payments/Credits		\$0.00
				Balance Due		\$123.02

RECEIVED AP 05/29/13 - USPOSTALMAIL

Rel #33

DP10894-123-301 sm 87

5/30 4W

PRESCOTT DIRT, LLC

P.O. BOX 6029
CHINO VALLEY, AZ 86323

PH (928) 636-5844 FX (928) 636-6576

Invoice

Date	Invoice #
5/24/2013	44025

Bill To
Tucson Electric Power Attn: Accounts Payable, Mail Drop HQE 703 P.O. Box 3033 Tucson, AZ 85702-3033

Ship To
DP# 10894

P.O. Number		Terms	Due Date	Ship	Via	F.O.B.
35133		Net 30	6/23/2013	5/24/2013	DELV	YARD
Tons	Description			Price Each		Amount
15.08	GAS SAND FOB Sales Tax			7.50 9.35%		113.10T 10.57
MAKE CHECKS PAYABLE TO PRESCOTT DIRT, LLC. THANK YOU FOR YOUR CONTINUED BUSINESS!				Total		\$123.67
				Payments/Credits		\$0.00
				Balance Due		\$123.67

RECEIVED AP 05/29/13 - USPOSTALMAIL

License # ROC192405-A and ROC192404-CO2

Invoice Number: : 29216
Invoice Date :06/06/2013
Customer Number : UNS101
Job Number :



UNS GAS, INC.
PO BOX 3033
TUCSON AZ 85702-3033

10894
PO# 28358

[illegible]

THANK YOU FOR YOUR BUSINESS

RECEIVED AP 06/10/13

Rel # 92

DP10894-123-Jel m
80 INVOI

License # ROC192405-A and ROC192404-CO2

Invoice Number: : 29117
Invoice Date : 05/30/2013
Customer Number : UNS101
Job Number :



UNS GAS, INC.
PO BOX 3033
TUCSON AZ 85702-3033

RD 3 NO./RD 1 WEST
PO# DP10894

Credit Terms Net 30 Days

[illegible]

THANK YOU FOR YOUR BUSINESS

RECEIVED AP 06/03/13



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167

623-879-4695

Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
5/26/2013	43044776

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER

ACCOUNTS PAYABLE MAIL DROP HQE 703

PO BOXD 3033

TUCSON, AZ 85702-3033

Job ID: 030650

Road 3 N & Road 1 W

Chino Valley

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	5/20/2013 - 5/26/2013			Sara Miller		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
05/20/13	Vertical Panel		05/20 05/26	30	7	210	\$0.30	\$63.00
05/20/13	Vertical Panel (Center)		05/20 05/26	15	7	105	\$0.30	\$31.50
05/20/13	Type I Barricade		05/20 05/26	6	7	42	\$0.30	\$12.60
05/20/13	Sign up to 9 sq. ft.		05/20 05/26	20	7	140	\$0.40	\$56.00
05/20/13	Vertical Sign Stand		05/20 05/26	20	7	140	\$0.50	\$70.00
05/20/13	Hi-Level Flagtree		05/20 05/26	4	7	28	\$0.75	\$21.00
05/20/13	Stop/Slow Paddles		05/20 05/26	2	7	14	\$1.60	\$22.40

EQUIPMENT RENTAL TOTAL \$276.50

ONE-TIME CHARGES \$0.00

LABOR TOTAL \$0.00

SALES TAX \$25.16

TOTAL CHARGES \$301.66

TOTAL AMOUNT DUE \$301.66

RETAINAGE 0% \$0.00

AMOUNT DUE \$301.66

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 05/31/13 - ELECTRONIC



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167

623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
5/19/2013	43044674

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER
ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650
Road 3 N & Road 1 W
Chino Valley

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	5/13/2013 - 5/19/2013			Sara Miller		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
05/13/13	Vertical Panel		05/13 05/19	30	7	210	\$0.30	\$63.00
05/13/13	Vertical Panel (Center)		05/13 05/19	15	7	105	\$0.30	\$31.50
05/13/13	Type I Barricade		05/13 05/19	6	7	42	\$0.30	\$12.60
05/13/13	Sign up to 9 sq. ft.		05/13 05/19	20	7	140	\$0.40	\$56.00
05/13/13	Vertical Sign Stand		05/13 05/19	20	7	140	\$0.50	\$70.00
05/13/13	Hi-Level Flagtree		05/13 05/19	4	7	28	\$0.75	\$21.00
05/13/13	Stop/Slow Paddles		05/13 05/19	2	7	14	\$1.60	\$22.40

EQUIPMENT RENTAL TOTAL	\$276.50
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$25.16
TOTAL CHARGES	\$301.66
TOTAL AMOUNT DUE	\$301.66
RETAINAGE 0%	\$0.00
AMOUNT DUE	<u>\$301.66</u>

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 05/22/13 - ELECTRONIC

Rel # 231

6/28

ES



National Barricade Company

2355 W. Utopia Rd.

Phoenix, AZ 85027-4167

623-879-4695

Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/23/2013	43045243

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER
 ACCOUNTS PAYABLE MAIL DROP HQE 703
 PO BOXD 3033
 TUCSON, AZ 85702-3033

Job ID: 030650

Road 3 N & Road 1 W
 Chino Valley

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	6/17/2013 - 6/23/2013			Sara Miller		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
06/17/13	Vertical Panel		06/17 06/23	30	7	210	\$0.30	\$63.00
06/17/13	Vertical Panel (Center)		06/17 06/23	15	7	105	\$0.30	\$31.50
06/17/13	Type I Barricade		06/17 06/23	6	7	42	\$0.30	\$12.60
06/17/13	Sign up to 9 sq. ft.		06/17 06/23	20	7	140	\$0.40	\$56.00
06/17/13	Vertical Sign Stand		06/17 06/23	20	7	140	\$0.50	\$70.00
06/17/13	Hi-Level Flagtree		06/17 06/23	4	7	28	\$0.75	\$21.00
06/17/13	Stop/Slow Paddles		06/17 06/23	2	7	14	\$1.60	\$22.40

EQUIPMENT RENTAL TOTAL \$276.50

ONE-TIME CHARGES \$0.00

LABOR TOTAL \$0.00

SALES TAX \$22.40

TOTAL CHARGES \$298.90

TOTAL AMOUNT DUE \$298.90

RETAINAGE 0% \$0.00

AMOUNT DUE \$298.90

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 06/27/13 - ELECTRONIC

Rel #230 6/25 BS

**National Barricade Company**

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167

623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/16/2013	43045126

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER
ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650

Road 3 N & Road 1 W
Chino Valley

DP10894-204-5615m

***** Job Not Complete *****

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	6/10/2013 - 6/16/2013			Sara Miller		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
06/10/13	Vertical Panel		06/10 06/16	30	7	210	\$0.30	\$63.00
06/10/13	Vertical Panel (Center)		06/10 06/16	15	7	105	\$0.30	\$31.50
06/10/13	Type I Barricade		06/10 06/16	6	7	42	\$0.30	\$12.60
06/10/13	Sign up to 9 sq. ft.		06/10 06/16	20	7	140	\$0.40	\$56.00
06/10/13	Vertical Sign Stand		06/10 06/16	20	7	140	\$0.50	\$70.00
06/10/13	Hi-Level Flagtree		06/10 06/16	4	7	28	\$0.75	\$21.00
06/10/13	Stop/Slow Paddles		06/10 06/16	2	7	14	\$1.60	\$22.40

EQUIPMENT RENTAL TOTAL \$276.50

ONE-TIME CHARGES \$0.00

LABOR TOTAL \$0.00

SALES TAX \$22.40

TOTAL CHARGES \$298.90

TOTAL AMOUNT DUE \$298.90

RETAINAGE 0% \$0.00

AMOUNT DUE \$298.90

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 06/24/13

Rel #227 6/18 05

**National Barricade Company**

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/9/2013	43045000

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER
ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650
Road 3 N & Road 1 W
Chino Valley

DP10894-204-5619m JS

***** Job Not Complete *****

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	6/3/2013 - 6/9/2013			Sara Miller		
Date	Description		From - To	Qty	Days	Units	Price	Total
	----- RENTALS -----							
06/03/13	Vertical Panel		06/03 06/09	30	7	210	\$0.30	\$63.00
06/03/13	Vertical Panel (Center)		06/03 06/09	15	7	105	\$0.30	\$31.50
06/03/13	Type I Barricade		06/03 06/09	6	7	42	\$0.30	\$12.60
06/03/13	Sign up to 9 sq. ft.		06/03 06/09	20	7	140	\$0.40	\$56.00
06/03/13	Vertical Sign Stand		06/03 06/09	20	7	140	\$0.50	\$70.00
06/03/13	Hi-Level Flagtree		06/03 06/09	4	7	28	\$0.75	\$21.00
06/03/13	Stop/Slow Paddles		06/03 06/09	2	7	14	\$1.60	\$22.40

EQUIPMENT RENTAL TOTAL	\$276.50
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$22.40
TOTAL CHARGES	\$298.90
TOTAL AMOUNT DUE	\$298.90
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$298.90

Thank you for your business.

Error claims MUST be made in writing within 30 days for credit.

Page 1

RECEIVED AP 06/13/13 - ELECTRONIC



RECEIVED AP 06/06/13 - ELECTRONIC



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90524374**

Date: 06/30/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-201-361 SN
23

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27521 DP10894 ROAD 3 NORTH					
	UNITED RENTALS INV 111732666-001	1	EA	1,335.06	1335.06
	10% HANDLING	1	EA	133.50	133.50
Total by 27521					1,468.56
Total					1,468.56

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1988
 as referenced in our contract documents.

APPROVED BY _____

APPROVED BY _____

Signed



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #465
5501 EAST VAN BUREN STREET
PEORIA, AZ 85608
602-267-9800 602-225-9118 FAX



RENTAL RETURN INVOICE

111732666-001

Job Site

NORTHERN PIPELINE PEORIA AZ
RD 1 WEST & RD 3 NORTH
X:NA@NA
CHINO VALLEY, AZ 86323
Office: 623-878-9115 Cell: 928-237-7082

Customer

NORTHERN PIPELINE PEORIA AZ
12268 N 92ND DRIVE
PEORIA, AZ 85381

Ken's

Customer Number : 815119
Invoice Date : 6/17/13
Rental Out : 6/11/13 7:30 AM
Rental In : 6/12/13 8:55 AM
Job Location: RD 1 WEST & RD 3 NORTH, CHI
Job Number : 1088
P.O. Number : 09-118
Ordered By : KEN
Written By : UR465BW
Salesperson : 6515

\$1335.06 Payment due upon receipt of invoice

PAYMENT OPTIONS: Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES: PH# 800-818-3869 FX# 410-451-1132

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
CREDIT OFFICE #NAT
PO BOX 100711
ATLANTA, GA 30384-0711

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	230774838V	TRENCH BOX ALUM 4' X 8' STL-FRM APS-PIPE Make: SANDVIK Model: 4X8 Serial: 48-3-8		49.50	247.50	742.50	49.50
2	940/5309	SPREADER BAR (KIT) 3" X 5' INCLUDED W/BOX					
10	940/5650	3" SPREADER BAR - LINEAR FEET					
1	940/9845	LEG PKG, 2' EXT LEGS FOR ALUM BOXES		4.75	14.25	42.75	4.75
1	940/9560	LADDER HANGER FOR TRENCH SHIELD		3.00	15.00	45.00	3.00
6	940/9395	2' X 6' CORRAGATED END PANEL FULL COVERAGE BOTH ENDS		2.25	11.25	33.75	13.50
1	330/7115 #4613	LIFTING BRIDLE - 4 LEG X 10'		11.25	56.25	168.75	11.25
Rental Subtotal:							82.00
SALES/MISCELLANEOUS ITEMS:		Item	Price	Unit of Measure	Extended Amt.		
Qty							
1		PROPERTY TAX SURCHARGE (DRSURAZ/MCI)	.742	(EA) EACH	.74		
1		DELIVERY CHARGE	575.000	(EA) EACH	575.00		
1		PICKUP CHARGE	575.000	(EA) EACH	575.00		
Sales/Misc Subtotal:					1,150.74		
Agreement Subtotal:					1,232.74		
Tax:					102.32		
Total:					1,335.06		

REIMBURSABLE

COMMENTS/NOTES:

CONTACT: KEN
CELL#: 928-237-7082
DEL BY: BILLY

Vendor # 5500098
C/L 6529 6510 (R)
Job/Phase 009-118
Unit # _____
Rec'd. JUN 21 2013
Amount \$1,335.06
Approved [Signature]
Date 6-25-13
P-Card ☐ Copy ☐

CASA 3



THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90524372**

Date: 06/30/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894 201-501-501-501
83

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27520 DP10894 ROAD 3 NORTH					
	NBC INV 43045045	1	EA	252.00	252.00
	10% HANDLING	1	EA	25.20	25.20
	NBC INV 43045178	1	EA	375.00	375.00
	10% HANDLING	1	EA	37.50	37.50
Total by 27520					689.70
Total					689.70

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

Signed

APPROVED BY _____

APPROVED BY _____



National Barricade Company
 2355 W. Utopia Rd.
 Phoenix, AZ 85027-4167
 623-879-4695
 Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/16/2013	43045045

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
 ACCOUNTS PAYABLE
 1246 W TEE STREET
 CASA GRANDE, AZ 85222

Renz

Job ID: 030809
 Chino Valley
 Prescott

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	6/10/2013 - 6/16/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
06/10/13	----- RENTALS ----- 5' x 10' Steel Trench Plate		06/10 06/16	24	7	168	\$1.50	\$252.00

EQUIPMENT RENTAL TOTAL	\$252.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$0.00
TOTAL CHARGES	\$252.00
TOTAL AMOUNT DUE	\$252.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$252.00

Thank you for your business.

REIMBURSABLE

Vendor # 9902199
 G/L 6510 (R)
 Job/Phase 009-118
 Unit # _____
 Rec'd. JUN 20 2013
 Amount 252.00
 Approved [Signature]
 Date 6-25-13
 P-Card ☐ Copy ☐



Error claims MUST be made in writing within 30 days for credit.

Page 1



National Barricade Company
 2355 W. Utopia Rd.
 Phoenix, AZ 85027-4167
 623-879-4695
 Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/23/2013	43045178

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
 ACCOUNTS PAYABLE
 1246 W TEE STREET
 CASA GRANDE, AZ 85222

Job ID: 030809
 Chino Valley
 Prescott

Keis

***** Job Not Complete *****

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	6/17/2013 - 6/23/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
06/22/13	----- LABOR ----- Plate Pick-up			7.5		7.5	\$50.00	\$375.00

EQUIPMENT RENTAL TOTAL	\$0.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$375.00
SALES TAX	\$0.00
TOTAL CHARGES	\$375.00
TOTAL AMOUNT DUE	\$375.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$375.00

Thank you for your business.

REIMBURSABLE

Vendor # 9902199
 G/L 6720 6510 (R)
 Job/Phase 009-118
 Unit # _____
 Rec'd. JUN 26 2013
 Amount 375.00
 Approved [Signature]
 Date 6-26-13
 P-Card ☐ Copy ☐

**Error claims MUST be made in writing within 30 days for credit.**



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90521806**

Date: 06/23/2013

To: UNS GAS, INC.

6405 WILKINSON DR.

PRESCOTT, AZ 86301

Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011

Description : UNS GAS, INC.

Terms : Net due in 30 days

DP10894-204-501
 23

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DP10894-204-501	DP10894 ROAD 3 NORTH				
	NBC INV 43044925	1	EA	252.00	252.00
	10% HANDLING	1	EA	25.20	25.20
Total by 27518					277.20
Total					277.20

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

APPROVED BY _____

APPROVED BY _____



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/9/2013	43044925

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
ACCOUNTS PAYABLE
1246 W TEE STREET
CASA GRANDE, AZ 85222

Ken's

Job ID: 030809
Chino Valley
Prescott

*** Job Not Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	6/3/2013 - 6/9/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
06/03/13	----- RENTALS ----- 5' x 10' Steel Trench Plate		06/03 06/09	24	7	168	\$1.50	\$252.00

EQUIPMENT RENTAL TOTAL	\$252.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$0.00
SALES TAX	\$0.00
TOTAL CHARGES	\$252.00
TOTAL AMOUNT DUE	\$252.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$252.00

Thank you for your business

REIMBURSABLE

Vendor # 9902199
C/L 6510 (R)
Job/Phase 009-118
Unit # _____
Rec'd. JUN 13 2013
Amount 252.00
Approved [Signature]
Date 6-18-13
P-Card ☐ Copy ☐



Error claims MUST be made in writing within 30 days for credit.



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/30/2013	43045364

Terms: 30 days due net

NBC IO#: 404000308604

TUCSON ELECTRIC POWER
ACCOUNTS PAYABLE MAIL DROP HQE 703
PO BOXD 3033
TUCSON, AZ 85702-3033

Job ID: 030650
Road 3 N & Road 1 W
Chino Valley

*** Job Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
400988		2427	6/24/2013 - 6/30/2013			Sara Miller		
Date	Description	From - To	Qty	Days	Units	Price	Total	
	----- RENTALS -----							
06/24/13	Vertical Panel	06/24 06/26	30	3	90	\$0.30	\$27.00	
06/24/13	Vertical Panel (Center)	06/24 06/26	15	3	45	\$0.30	\$13.50	
06/24/13	Type I Barricade	06/24 06/26	6	3	18	\$0.30	\$5.40	
06/24/13	Sign up to 9 sq. ft.	06/24 06/26	20	3	60	\$0.40	\$24.00	
06/24/13	Vertical Sign Stand	06/24 06/26	20	3	60	\$0.50	\$30.00	
06/24/13	Hi-Level Flagtree	06/24 06/26	4	3	12	\$0.75	\$9.00	
06/24/13	Stop/Slow Paddles	06/24 06/26	2	3	6	\$1.60	\$9.60	
	----- LABOR -----							
06/26/13	1 Man 1 Truck Reg.		5.5		5.5	\$45.00	\$247.50	

EQUIPMENT RENTAL TOTAL	\$118.50
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$247.50
SALES TAX	\$25.19
TOTAL CHARGES	\$391.19
TOTAL AMOUNT DUE	\$391.19
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$391.19

Thank you for your business.

Error claims **MUST** be made in writing within 30 days for credit.

Page 1

RECEIVED AP 07/05/13 - ELECTRONIC



Rel # 127
NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90504506

Date: 05/19/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-156-50-100

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27439 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	3.0	HR	31.50	94.50
DT15	DUMP TRUCK 15 YD	3.0	HR	44.09	132.27
Total by 27439					226.77
DPR# :27440 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	5.0	HR	31.50	157.50
DT15	DUMP TRUCK 15 YD	5.0	HR	44.09	220.45
Total by 27440					377.95
DPR# :64820 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
FLAG	FLAGMAN	16.0	HR	25.19	403.04
LAB	LABORER	15.0	HR	25.19	377.85
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 64820					2,757.89
DPR# :64822 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
FLAG	FLAGMAN	18.0	HR	25.19	453.42
LAB	LABORER	21.0	HR	25.19	528.99
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 64822					3,036.22
DPR# :64864 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
FLAG	FLAGMAN	18.0	HR	25.19	453.42
LAB	LABORER	14.5	HR	25.19	365.26
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 64864					2,872.49
DPR# :64865 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90504506

Date: 05/19/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
FLAG	FLAGMAN	19.0	HR	25.19	478.61
LAB	LABORER	17.0	HR	25.19	428.23
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 64865					2,883.84

Total					12,155.16
-------	--	--	--	--	-----------

NPL Construction Co. hereby certifies that the work performed for the Natural Gas Co. is as referenced.
 Signature: *[Signature]*

APPROVED BY _____ APPROVED BY _____



Rel# 118
NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90501610**

Date: 05/12/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

DP10894-156-561
 Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27296 DP10894 RD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
LAB	LABORER	22.0	HR	25.19	554.18
DT5	DUMP TRUCK 5 YD	6.0	HR	18.90	113.40
Total by 27296					2,203.68
DPR# :27421 DP10894 RD 3 NORTH					
MOVALL	MOVE ALL TRUCK	5.0	HR	55.04	275.20
DT15	DUMP TRUCK 15 YD	5.0	HR	44.09	220.45
TRDR	TRUCK DRIVER	10.0	HR	31.50	315.00
Total by 27421					810.65
DPR# :27422 DP10894 RD 3 NORTH					
TRDR	TRUCK DRIVER	1.5	HR	31.50	47.25
DT15	DUMP TRUCK 15 YD	1.5	HR	44.09	66.14
Total by 27422					113.39
DPR# :27423 DP10894 RD 3 NORTH					
TRDR	TRUCK DRIVER	2.5	HR	31.50	78.75
DT15	DUMP TRUCK 15 YD	2.5	HR	44.09	110.23
Total by 27423					188.98
Total					3,316.70

NPL Construction Co. hereby certifies that
 this invoice is in compliance with
 the Arizona Cost-Benefit Act of 1968
 as referenced in our contract documents.

APPROVED BY _____

APPROVED BY _____

FES INVESTMENTS INC.
dba Frontline Energy Services
PO Box 23692
Flagstaff, Arizona 86002

Office: 928-779-9903
Fax: 928-779-9904

Invoice

Date	Invoice #
5/29/2013	18205

Bill To
UniSource Energy Services Attn: Gas A/P - OH124 PO Box 389 Tucson, Arizona 85702-0389

DP 10894

P.O. No.	Terms	Project
PO 26637	Net 15	Mr. Jeff Brown - Prescott

Quantity	Description	Rate	Amount
100	UNS Inspector, Bill Bauer	38.11	3,811.00
42	Mileage	0.565	23.73
10	Per Diem	123.00	1,230.00
	Invoice Period 5/13/13 - 5/26/13		
Thank you for your business.		Total	\$5,064.73

Frontline Timesheet: 5/13/13 - 5/26/13

DP#	HRS	% OF HRS	
DP00011	47	47%	\$ 2,380.42
DP10739	16	16%	\$ 810.36
DP10894	37	37%	\$ 1,873.95
		0%	\$ -
		0%	\$ -
		0%	\$ -
TOTAL	100	100%	\$ 5,064.73

Invoice Total \$ 5,064.73



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90510348

Date: 06/02/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-190-301
28

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27353 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
FLAG	FLAGMAN	19.0	HR	25.19	478.61
LAB	LABORER	20.5	HR	25.19	516.40
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 27353					3,048.82
DPR# :27532 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	1.5	HR	31.50	47.25
DT15	DUMP TRUCK 15 YD	1.5	HR	44.09	66.14
Total by 27532					113.39
DPR# :27586 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	1.5	HR	31.50	47.25
DT15	DUMP TRUCK 15 YD	1.5	HR	44.09	66.14
Total by 27586					113.39
DPR# :64833 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
FLAG	FLAGMAN	19.0	HR	25.19	478.61
LAB	LABORER	15.0	HR	25.19	377.85
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
Total by 64833					2,833.46
DPR# :64834 DP10894 ROAD 3 NORTH					
LAB	LABORER	13.5	HR	25.19	340.07
DT5	DUMP TRUCK 5 YD	10.0	HR	18.90	189.00
BH	BACK HOE	10.0	HR	25.19	251.90
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
FLAG	FLAGMAN	20.0	HR	25.19	503.80
Total by 64834					2,897.68
DPR# :64872 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10

90510348

Terms : Net due in 30 days

	Total	11,689.06
--	-------	-----------

Signed

Page 2 of 2



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90517843**

Date: 06/16/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-15e-gel sm
13

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27646 DP10894 ROAD 3 NORTH					
DT15	DUMP TRUCK 15 YD	1.0	HR	44.09	44.09
TRDR	TRUCK DRIVER	1.0	HR	31.50	31.50
Total by 27646					75.59
DPR# :27647 DP10894 ROAD 3 NORTH					
UTTR	UTILITY TRAILER	7.5	HR	6.30	47.25
DT15	DUMP TRUCK 15 YD	7.5	HR	44.09	330.68
TRDR	TRUCK DRIVER	7.5	HR	31.50	236.25
Total by 27647					614.18
DPR# :64835 DP10894 ROAD 3 NORTH					
LAB	LABORER	10.0	HR	25.19	251.90
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
Total by 64835					1,788.00
DPR# :64878 DP10894 ROAD 3 NORTH					
BH	BACK HOE	5.0	HR	25.19	125.95
LAB	LABORER	17.0	HR	25.19	428.23
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
Total by 64878					2,090.28
DPR# :64879 DP10894 ROAD 3 NORTH					
LAB	LABORER	10.0	HR	25.19	251.90
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
Total by 64879					1,788.00
DPR# :64880 DP10894 ROAD 3 NORTH					
BH	BACK HOE	2.0	HR	25.19	50.38
LAB	LABORER	20.0	HR	25.19	503.80
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
Total by 64880					2,090.28
DPR# :64905 DP10894 ROAD 3 NORTH					
DT15	DUMP TRUCK 15 YD	1.5	HR	44.09	66.14
TRDR	TRUCK DRIVER	1.5	HR	31.50	47.25
Total by 64905					113.39

90517843

Contract No: 2009 BLNKT CO NPL011
Description : UNS GAS, INC.
Terms : Net due in 30 days

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :64916	DP10894 ROAD 3 NORTH				
LAB	LABORER	10.5	HR	25.19	264.50
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
				Total by 64916	1,800.60
Total					10,360.32

Signed

Page 2 of 2

Bel #8 6/13 ES

FES INVESTMENTS INC.
 dba Frontline Energy Services
 PO Box 23692
 Flagstaff, Arizona 86002

Office: 928-779-9903
 Fax: 928-779-9904

Invoice

Date	Invoice #
6/11/2013	18223

Bill To
UniSource Energy Services Attn: Gas A/P - OH124 PO Box 389 Tucson, Arizona 85702-0389

DP10894

P.O. No.	Terms	Project
PO 26637	Net 15	Mr. Jeff Brown - Prescott

Quantity	Description	Rate	Amount
90	UNS Inspector, Bill Bauer	38.11	3,429.90
96	Mileage	0.565	54.24
9	Per Diem	123.00	1,107.00
Invoice Period 5/27/13 - 6/09/13			
Thank you for your business.		Total	\$4,591.14

RECEIVED AP 06/11/13

Frontline Timesheet:

DP#	HRS	% OF HRS	
DP00011	25	27%	\$ 1,247.59
DP00088		0%	\$ -
DP10894	37	40%	\$ 1,846.44
DP10739	30	33%	\$ 1,497.11
		0%	\$ -
		0%	\$ -
TOTAL	92	100%	\$ 4,591.14

Invoice Total \$ 4,591.14



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90521807**

Date: 06/23/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-123-Steel

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DP10894-123-Steel	DP10894 ROAD 3 NORTH				
	PRAXAIR INV 46346076	1	EA	113.11	113.11
	10% HANDLING	1	EA	11.31	11.31
	PRAXAIR INV 46346078	1	EA	20.25	20.25
	10% HANDLING	1	EA	2.02	2.02
Total by				27519	146.69
Total					146.69

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Hazardous Pipeline Act of 1990
 as referenced in our contract documents.

Signed

APPROVED BY _____

APPROVED BY _____



INVOICE

PRAXAIR DISTRIBUTION INC
548 6TH STREET
PRESCOTT AZ 86301
(928) 445-3531

6054-1/2:6746

NORTHERN PIPELINE CONST
1246 W TEE ST
CASA GRANDE AZ 85122-3814

Ken's

DATE	ACCOUNT #	INVOICE NUMBER
06/10/13	BC196	46346076

*PAYMENT DUE BY: 07/10/2013

312-PRAXAIR DISTRIBUTION INC
PO BOX 120812 DEPT 0812
DALLAS TX 75312-0812
(800) 229-4449

NORTHERN PIPELINE CONST
8800 E LONG MESA DR
PRESCOTT VALLEY AZ 86314

REMIT TO

SHIP TO

PO # CHINO VALLEY	ORDER # 23994169-00	ORDER DATE 06/06	BRANCH 312	SLS 311	TERM 291	SHIP VIA CUST PICKUP	EDS	TERMS NET 30	PAGE 1
----------------------	------------------------	---------------------	---------------	------------	-------------	-------------------------	-----	-----------------	-----------

ITEM NUMBER	QUANTITY SHIPPED	QUANTITY RET	CYLINDERS SHIPPED RET	ITEM DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
** LOCATION: 312 NI T	4	0	4 0	NITROGEN T	CL	23.63	94.52
ZZZHM	1	0		VOL: 1216			
ZPIPAPERINVOICE	1	0		HAZARDOUS MATERIAL CHARGE	EA	8.95	8.95
				PAPER INVOICE FEE	EA	1.00	1.00
				Subtotal			104.47
TOTAL CYLINDERS				SHIPPED: 4 RETURNED: 0			
REIMBURSABLE Pay your bills by credit card! Call 1-800-266-4369 to start.				Vendor #	5500327		
				G/L	67606510 (R)		
				Job/Phase	009-118		
				Unit #			
				Rec'd.	JUN 17 2013		
				Amount	113.11		
				Approved			
				Date	6-18-13		
				P-Card ☐	Copy ☐		
				Tax	8.64		
ACCOUNTS PAST DUE WILL BE CHARGED A SERVICE CHARGE OF \$1.00 OR A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUAL RATE OF THE OUTSTANDING BALANCE, WHICHEVER IS GREATER).				TAXABLE AMOUNT	103.47		
				INVOICE AMOUNT	113.11		

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

*** FOR CREDIT CARD PAYMENT ***
** SEE REVERSE SIDE **

DATE	ACCOUNT #	INVOICE NUMBER
06/10/13	BC196	46346076

INVOICE

PLEASE PAY THIS AMOUNT
113.11

☐ CHECK HERE FOR CHANGE OF ADDRESS, SEE REVERSE SIDE

AMOUNT ENCLOSED

PLEASE MAKE CHECKS PAYABLE TO
AND MAIL TO:

NORTHERN PIPELINE CONST
1246 W TEE ST
CASA GRANDE AZ 85122

312-PRAXAIR DISTRIBUTION INC
PO BOX 120812 DEPT 0812
DALLAS TX 75312-0812

BC196 46346076100000113114



INVOICE

PRAXAIR DISTRIBUTION INC
548 6TH STREET
PRESCOTT AZ 86301
(928) 445-3531

6054-2/2:6747

BILL TO

NORTHERN PIPELINE CONST
1246 W TEE ST
CASA GRANDE AZ 85122

DATE	ACCOUNT #	INVOICE NUMBER
06/10/13	BC196	46346078

*PAYMENT DUE BY: 07/10/2013

REMIT TO

312-PRAXAIR DISTRIBUTION INC
PO BOX 120812 DEPT 0812
DALLAS TX 75312-0812
(800) 229-4449

SHIP TO

NORTHERN PIPELINE CONST
8800 E LONG MESA DR
PRESCOTT VALLEY AZ 86314

Kew's

PO # 09118	ORDER # 24024375-00	ORDER DATE 06/10	BRANCH 312	SLS 311	TER 291	SHIP VIA CUST PICKUP	RCJ	TERMS NET 30	PAGE 1
ITEM NUMBER	QUANTITY SHIPPED	QUANTITY NO	CYLINDERS SHIPPED	RETURNED	ITEM DESCRIPTION	UNIT	UNIT PRICE	AMOUNT	
** LOCATION: 312 OX K	1	0	1	1	OXYGEN K VOL: 249	CL	12.82	12.82	
ZZZHM	1	0			HAZARDOUS MATERIAL CHARGE	EA	4.95	4.95	
ZPIPAPERINVOICE	1	0			PAPER INVOICE FEE	EA	1.00	1.00	
Subtotal								18.77	
TOTAL CYLINDERS			SHIPPED: 1 RETURNED: 1						
REIMBURSABLE WEEK ENDING JUN 2 3 2013 ENTERED									
Vendor # <u>5500327</u> G/L <u>6760 6510</u> (R) Job/Phase <u>009-118</u> Unit # _____ Rec'd. JUN 17 2013 Amount <u>20.25</u> Approved _____ Date <u>6-18-13</u> P-Card ☐ Copy ☐									
Pay your bills by credit card! Call 1-800-266-4369 to start.								Tax	1.48
ACCOUNTS PAST DUE WILL BE CHARGED A SERVICE CHARGE OF \$1.00 OR A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUAL RATE OF THE OUTSTANDING BALANCE, WHICHEVER IS GREATER).			TAXABLE AMOUNT		INVOICE AMOUNT		20.25		
			17.77						

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

 *** FOR CREDIT CARD PAYMENT ***
 ** SEE REVERSE SIDE **

DATE	ACCOUNT #	INVOICE NUMBER
06/10/13	BC196	46346078

INVOICE

PLEASE PAY THIS AMOUNT
20.25

☐ CHECK HERE FOR CHANGE OF ADDRESS, SEE REVERSE SIDE

AMOUNT ENCLOSED

 PLEASE MAKE CHECKS PAYABLE TO
AND MAIL TO:

BILL TO

NORTHERN PIPELINE CONST
1246 W TEE ST
CASA GRANDE AZ 85122

REMIT TO

312-PRAXAIR DISTRIBUTION INC
PO BOX 120812 DEPT 0812
DALLAS TX 75312-0812

BC196 463460781000000020259

Rel #164

7/12 ES



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice

90528194

Date: 07/07/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

DP10894-156-50/5m
 23

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27355 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	8.0	HR	153.61	1228.88
LAB	LABORER	12.0	HR	25.19	302.28
Total by 27355					1,531.16
Total					1,531.16

NPL Construction Co. hereby certifies that all work performed is in compliance with the Natural Gas Pipeline Act of 1968 as referenced in our contract documents.

APPROVED BY _____ APPROVED BY Signed [Signature]



Rel # 185

NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90528193**

Date: 07/07/2013
 To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301
 Attn: JEFF BROWN-26039

DP10894-6112 156 561 su

Contract No: 2009 BLNKT CO NPL011
 Description : UNS GAS, INC.
 Terms : Net due in 30 days

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27522	DP10894 ROAD 3 NORTH				
	NBC INV 43045250	1	EA	50.00	50.00
	10% HANDLING	1	EA	5.00	5.00
Total by 27522					55.00

Total					55.00
-------	--	--	--	--	-------

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

APPROVED BY _____ APPROVED BY Signed *A. Beem*



National Barricade Company

2355 W. Utopia Rd.
Phoenix, AZ 85027-4167
623-879-4695
Fax 623-773-0120

INVOICE

Invoice Date	Invoice No.
6/30/2013	43045250

Terms: 30 days due net

NBC IO#: 404000307273

NPL-NA PRESCOTT VALLEY
ACCOUNTS PAYABLE
1246 W TEE STREET
CASA GRANDE, AZ 85222

Job ID: 030809
Chino Valley
Prescott

DP-10894 RGN

*** Job Complete ***

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
409998		009-118	6/24/2013 - 6/30/2013					
Date	Description		From - To	Qty	Days	Units	Price	Total
06/27/13	----- LABOR ----- Plate Pick-up			1		1	\$50.00	\$50.00

Thank you for your business.

REIMBURSABLE

EQUIPMENT RENTAL TOTAL	\$0.00
ONE-TIME CHARGES	\$0.00
LABOR TOTAL	\$50.00
SALES TAX	\$0.00
TOTAL CHARGES	\$50.00
TOTAL AMOUNT DUE	\$50.00
RETAINAGE 0%	\$0.00
AMOUNT DUE	\$50.00

Vendor # 9902199
G/L 6510 (R)
Job/Phase 009-118
Unit # _____
Rec'd. JUL 03 2013
Amount \$50.00
Approved 7-3-13
Date _____
Card ☐ Copy ☐



Error claims MUST be made in writing within 30 days for credit.



NPL Construction Company
 2355 West Utopia Road
 Phoenix, AZ 85027-4167

Invoice**90524343**

Date: 06/30/2013

To: UNS GAS, INC.
 6405 WILKINSON DR.
 PRESCOTT, AZ 86301

Attn: JEFF BROWN-26039

Contract No: 2009 BLNKT CO NPL011

Description : UNS GAS, INC.

Terms : Net due in 30 days

DP10894-130
 13

"QUALITY, SAFETY, BEST COST"

Work performed					
DPR#	Location				
Workcode	Description	Units	UoM	\$ Unit Price	\$ Total
DPR# :27351 DP10894 ROAD 3 NORTH					
2MANST	2 MAN STEEL CREW	8.0	HR	135.18	1081.44
FLAG	FLAGMAN	16.0	HR	25.19	403.04
Total by 27351					1,484.48
DPR# :64882 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.0	HR	153.61	1536.10
LAB	LABORER	10.0	HR	25.19	251.90
Total by 64882					1,788.00
DPR# :64885 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
LAB	LABORER	10.5	HR	25.19	264.50
Total by 64885					1,877.41
DPR# :64913 DP10894 ROAD 3 NORTH					
TRDR	TRUCK DRIVER	4.0	HR	31.50	126.00
DT15	DUMP TRUCK 15 YD	4.0	HR	44.09	176.36
Total by 64913					302.36
DPR# :64921 DP10894 ROAD 3 NORTH					
3MANST	3 MAN STEEL CREW	10.5	HR	153.61	1612.91
LAB	LABORER	11.0	HR	25.19	277.09
Total by 64921					1,890.00
Total					7,342.25

NPL Construction Co. hereby certifies that
 all work performed is in compliance with
 the Natural Gas Pipeline Act of 1968
 as referenced in our contract documents.

Signed

APPROVED BY _____

APPROVED BY _____

Ref # 143 7/12/08

LYON ENGINEERING **Civil Engineers Land Surveyors**

INVOICE

Unisource Energy
 Attn: Accounts Payable
 Mail Drop HQE 703, P.O. Box 3033
 Tucson, AZ 85702-3033

Job Name: Road 3 North
 Job Number: 791-44

PO 25872

Remit to: Lyon Engineering
 1650 Willow Creek Road
 Prescott, Arizona 86301
 Phone (928) 776-1750

Invoice Number 791-44-2
 Invoice Date: 6/29/2013
 Tax Payers ID#: 86-0786985
 Terms: Net 30

CP108941-156-716289-83

Task Description	Original Contract Amount	Total Change Orders	Revised Contract Amount	% Complete	Amount Earned	Previously Billed	Current Amount Due
Contract Total	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00
Stake for gas along road 3N. Look over gas line and improvements for relocation of gas. Stake top of ditch on west end of road 3 North. As-built new gas near proposed box culvert.	\$0.00	\$2,400.00	\$2,400.00	100%	\$2,400.00	\$2,400.00	\$0.00
Staked R.O.W. For Gas Line, Also had field meeting with Sara	\$0.00	\$600.00	\$600.00	100%	\$600.00	\$0.00	\$600.00
Extra Total	\$0.00	\$3,000.00	\$3,000.00		\$3,000.00	\$2,400.00	\$600.00
Total	\$0.00	\$3,000.00	\$3,000.00	0.00%	\$3,000.00	\$2,400.00	\$600.00
Sub Total=						\$600.00	
Total Due=						\$600.00	

S. LYON

Prepared By:

Approved By:

Invoiced hourly rates are based on the following:

Principle Engineer	\$140.00	Survey Manager	\$110.00	Survey Crew	\$150.00
Project Engineer	\$110.00	Survey Technician	\$85.00	Inspector	\$75.00
Project Designer	\$100.00	G.P.S. Survey Crew	\$150.00	Clerical Admin	\$50.00

RECEIVED AP 07/10/13 - USPOSTALMAIL

FES INVESTMENTS INC.
dba Frontline Energy Services
PO Box 23692
Flagstaff, Arizona 86002

Office: 928-779-9903
Fax: 928-779-9904

Invoice

Date	Invoice #
7/9/2013	18293

Bill To
UniSource Energy Services Attn: Gas A/P - OH124 PO Box 389 Tucson, Arizona 85702-0389

DP 10894-156-561
\$ 689.29
23

P.O. No.	Terms	Project
PO 26637	Net 15	Mr. Jeff Brown - Prescott

Quantity	Description	Rate	Amount
70	UNS Inspector, Bill Bauer	38.11	2,667.70
8	Per Diem	123.00	984.00
106	Mileage	0.565	59.89
Invoice Period 6/24/13 - 7/07/13			
Thank you for your business.		Total	\$3,711.59

RECEIVED AP 07/10/13

Frontline Timesheet:

DP#	HRS	% OF HRS	
DP00011	33	47%	\$ 1,749.75
DP10739	24	34%	\$ 1,272.55
DP10894	13	19%	\$ 689.29
DP10846		0%	\$ -
DP10758		0%	\$ -
DP10682		0%	\$ -
TOTAL	70	100%	\$ 3,711.59

Invoice Total \$ 3,711.59

MEMORANDUM OF UNDERSTANDING
between
THE TOWN OF CHINO VALLEY and UNISOURCE GAS

This Memorandum of Understanding is entered into this ____ day of _____, 2014 by the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Unisource Energy Services, Inc., a _____ corporation, ("Unisource").

In 1997, the voters of the Town approved a franchise agreement with Citizens Utilities for the purpose of supplying natural gas to Town residents and businesses (the "Agreement"). A copy of the Agreement is attached to this Memorandum as Exhibit A. Subsequently, Unisource became the successor in interest to Citizens Utilities and is currently operating in the Town pursuant to the Agreement.

Section 2 of the Agreement provides as follows:

The Company shall remove or relocate its lines and facilities as and when required by the Municipality; such removal or relocation shall be made at the sole expense of the Municipality.

The Agreement does not address logistical and technical schedules and practices to be observed by the parties in order for both parties (Town and Unisource) to function effectively. While the Agreement does speak to the Town funding the relocation of some Unisource facilities, it does not specify timelines and processes required by Town and Unisource business practices for effective and efficient timely operation of the parties.

The purpose of this Memorandum is to provide a schedule of activities related to planning, engineering, procurement, construction and payment processes. This Memorandum is not a binding contract. It does not affect the Agreement or the responsibilities of the parties encompassed in the Agreement. This Memorandum does, however, establish an understanding between the Parties with respect to how the Parties will conduct future business with each other in an effort to ensure both Parties' operations serve the public in the best possible manner.

As a public entity and fiduciary of public monies, the Town must operate in a manner consistent with local, state and federal law, which affects project funding, planning, engineering, procurement, construction and distribution of payments. Towards those ends, the Town must schedule adequate time for the development of project description information, noticing and public body authorizations, as well as engineering, bidding and procurement related approvals and requirements. The Town must also confine all approved activities to the scope and expense limitations as approved/restricted by Town Council. The Town's regulatory and expenditure requirements and restrictions on operations can make it difficult for the Town to develop and receive adequate information about potential gas infrastructure relocation costs in sufficient time for inclusion in the project planning, authorization and procurement processes. In the past this has resulted in the Town incurring unforeseen additional gas infrastructure relocation costs during the construction process, requiring the Town Council to approve additional funds above what was anticipated and projected.

In order for the Town to acquire and include gas infrastructure relocation costs in the Town's project planning, engineering, authorization and procurement processes the Town offers the following functional schedule and timeframes for the development and inclusion of Unisource information in the Town's project administration processes. Likewise, Unisource requires sufficient advance notice, project description and timelines appropriate for the evaluation and development of quality estimates for gas infrastructure relocation costs. Towards those ends both parties agree to the following general, functional sequence of events and timeline.

1. A "Gas Conflict" shall mean a situation where a gas line is in the way of and needs to be relocated because of a Town improvement or construction project. A Gas Conflict shall only be found when the gas line to be relocated was constructed and maintained in compliance with industry standards and the Town is forced to disturb the existing gas line through the construction of a new appurtenance. Any gas line encountered through normal Town maintenance of roadways (including roadway reconstruction where a gas line is determined to be not constructed to industry standards) shall not be subject to relocation reimbursement from the Town.
2. As early as the 30% development of construction plans, the Town will deliver construction plan documents to Unisource for development of the best alternative to resolve the Gas Conflict. The Town will provide Unisource with intermediate stage construction plans and specifications at the 60%, 90%, and 100% stages. The Town will incorporate the gas conflict resolution into the subsequent development of the construction documents. Unisource shall develop the necessary resolution to Gas Conflicts and shall provide them to the Town as soon as possible, but at the latest, within two weeks of being provided the 100% stage construction documents.
3. Once the construction documents are complete and ready for bid, and both the Town and Unisource have agreed to the Gas Conflict resolution, the Town will include the most recent cost estimates provided from Unisource in all bid schedules and bidding documents as a predetermined bid amount to all bidders. Each contractor bidding on the project will be required by the Town to use sub-contractors that have been approved by Unisource to do the work related to the relocation of Unisource facilities. Where possible and not to the Town's detriment, the Town shall require the contractor to incorporate the Unisource construction timeline into the overall project timeline. The purpose of the inclusion of the Unisource cost into the project is to assure that when the Council approves and awards the project, the cost of the Gas Conflict Resolution is included.
4. For purposes of the bond provided by the Town's contractor, the cost of the Gas Conflict Resolution is not to be included. Rather, Unisource will provide through their contracting services any necessary bonding that may be required and shall not be included in the Town's contractor bond.
5. The Town acknowledges that when working underground, construction activities may require modifications based on actual field conditions unearthed. The Town further acknowledges that Unisource's design and cost estimates of the Gas Conflict Resolution are based on some unknown conditions and various stages of preliminary design. Both the Town and Unisource will work together to keep all unforeseen costs and unknown circumstances to a minimum and to provide the necessary assurances that any and all cost overruns meet this requirement.
6. Within 45 days of receipt of a detailed written invoice from Unisource, the Town will pay Unisource the agreed upon amount as determined in the construction and bid documents, including any agreed upon change orders, at the conclusion of the construction project.

Entered into this ____ day of _____, 2014.

Town of Chino Valley

Chris Marley, Mayor

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.,
Town Attorney
By: Phyllis Smiley

Unisource Energy Services, Inc.

By: _____
Its: _____

Agenda Item Staff Report SITUATION & ANALYSIS

Issue Statement

Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.

In 1997 the Town of Chino Valley voters approved, and the then Mayor, signed and executed a franchise agreement with Citizens Utilities, the natural gas supplier at that time. The franchise agreement calls for the Town of Chino Valley to pay for the relocation of gas line utility conflicts for all Town projects. This type of franchise agreement is highly unusual and is not consistent with the vast majority of the incorporated cities and towns of Arizona. The agreement is vague and unclear as to how, for what, and when the Town is to reimburse the gas provider for these costs. The memorandum of understanding is an attempt to better clarify the actions and interactions of the two parties as to how future reimbursements are to occur. The agreement is in force for a 25 year period.

Applicable “Policy”

Bulleted list, by section number and title, of the statute, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the “policy” section(s) may be included if there are multiple issues or details that need to be covered.

- Arizona Constitution, Article 13, Section 4
- Arizona Revised Statutes Title 9, Chapter 5

Satisfaction of “Policy”

Bulleted list, by section number and title, of the above relevant “policies,” with a narrative explaining how each of them were/will be met or satisfied.

- The franchise agreement previously approved by the voters is in compliance with the Constitution and Arizona Revised Statutes
- The Memorandum of Understanding will clarify the process and responsibilities set forth in the franchise agreement.

Summary of Issues and Staff Rationale

Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.

While the franchise agreement calls for the Town of Chino Valley to pay for the costs of the relocation of gas line conflicts, it is silent to the many machinations that are required for the development of a capital project. At the conceptual stage of the development of a capital project, no gas line conflicts are known. In addition, gas lines that are not constructed to industry standards may present themselves as a conflict only because of the non-standard construction. Therefore, because of these unknown conditions, it is impossible to develop accurate cost estimates of capital projects.

The memorandum of understanding (MOU) is an attempt to better define the actions and terms required by both the Town of Chino Valley and Unisource Energy Services as to how and when gas conflicts are to be determined and included into capital projects.

The MOU now defines what a gas line conflict is. If through normal roadway maintenance and reconstruction it is determined that the conflicting gas line exists, but is not constructed to industry standards, this shall not be subject to reimbursement. The MOU also calls for Unisource to begin the design of the resolution of the gas line conflict at the 30% plan stage rather than the 100% plan stage, as has been the past practices. This will allow staff the ability to seek additional funds to be included into the capital project cost estimates.

The recent construction of box culverts and stormwater drainage systems will result in the existence of these gas line conflicts. New sewer installations are typically much deeper than normal gas line depths and do not result in these types of conflicts. Also, new water line installations can be easily diverted around gas lines in order to avoid creating of a conflict that would be subject to this agreement.

The Town is agreeing to include the cost of the gas line relocations into bid documents so that when the project is awarded by the Town Council, these costs can be included in the award of the project. The bonding for the project will not include cost of the gas line relocation in order to avoid inflating the costs incurred by the Town. However, any subcontractors or time delays are to be incorporated into the Town's contractor's schedule and will be incorporated into the award of the project.

Findings of Fact

Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. d.**

Meeting Date: 06/24/2014
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action-Presentation
Estimated length of staff presentation: 15 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

PUBLIC HEARING and consideration and possible action to approve Resolution No. 14-1039 adopting a Final Budget for fiscal year 2014-2015, and proposed expenditure limitation for the same year, in the amount of \$29,966,774, which includes the statements and estimates of expenses of the Chino Valley Street Lighting Improvement Districts.

RECOMMENDED ACTION:

(1) Hold public hearing; and (2) Approve Resolution No. 14-1039 adopting a Final Budget and proposed expenditure limitation for fiscal year 2014-2015 in the amount of \$29,966,774.

SITUATION AND ANALYSIS:

On May 27, 2014 the Mayor and Council adopted Resolution No. 14-1035, adopting the Tentative Budget for the Fiscal Year 2014/2015, and setting the Expenditure Limitation at \$29,966,774.

The Tentative Budget was posted on the Town's website.

The State Budget Forms were published two times in the Chino Valley Review.

After the public hearing, staff recommends approving Resolution No. 14-1039 and adopting the Final Budget for Fiscal Year 14/2015.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: All

Available:

Funding Source:

Adoption of this item establishes a final budget and the expenditure limitation for FY 2014-2015.

Attachments

Resolution 14-1039 Final Budget

State Budget Forms

RESOLUTION NO. 14-1039

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF
THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY,
ARIZONA, ADOPTING THE FINAL BUDGET FOR FISCAL
YEAR 2014/2015 AND SETTING AN EXPENDITURE
LIMITATION TO GOVERN THE TOWN OF CHINO VALLEY
BUDGET FOR THE FISCAL YEAR 2014/2015; AND
PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE
FROM AND AFTER ITS PASSAGE AND APPROVAL
ACCORDING TO THE LAW**

WHEREAS, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and ARS Section 41-563.03(C), (E) and (G), the qualified voters of the Town of Chino Valley did, on March 12, 2013, adopt an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 424, which set forth said Alternative Expenditure Limitation, provided that, as part of the budget process, the Mayor and Common Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, the Town Council did, on May 27, 2014 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year and approved a tentative budget for the Town of Chino Valley for Fiscal Year 2014/2015; and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Council met on June 24, 2014, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses and alternative expenditure limitation; and

WHEREAS, the expenditures/expenses in the proposed final budget for Fiscal Year 2014-2015 do not exceed the expenditures/expenses shown on the published tentative budget,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley as follows:

1. That the expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2014/2015 is hereby established in an amount not to exceed **\$29,966,774.00**; and
2. That the estimates of revenues and expenditures shown on the schedules attached hereto as Exhibit A and expressly made a part hereof, are hereby adopted as the budget of the Town of Chino Valley for Fiscal Year 2014/2015.
3. That this Resolution shall be effective from and after its passage and approval according to law.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of June, 2014.

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1039 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 24, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

OFFICAL BUDGET FORMS
TOWN OF CHINO VALLEY
Fiscal Year 2015

TOWN OF CHINO VALLEY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2015

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2014	ACTUAL EXPENDITURES/ EXPENSES ** 2014	FUND BALANCE/ NET ASSETS*** July 1, 2014**	PROPERTY TAX REVENUES 2015	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2015	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015		TOTAL FINANCIAL RESOURCES AVAILABLE 2015	BUDGETED EXPENDITURES/ EXPENSES 2015
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 7,402,230	\$ 6,832,135	\$ 3,709,723	Primary:	\$ 7,404,213	\$	\$	\$ 110,000	\$	\$ 11,223,936	\$ 7,854,300
2. Special Revenue Funds	1,758,456	1,721,213	929,691	Secondary:	4,600,950				10,000	5,520,641	5,013,350
3. Debt Service Funds Available	590,620	585,120	285,558					739,432		1,024,990	741,932
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	590,620	585,120	285,558					739,432		1,024,990	741,932
6. Capital Projects Funds	4,700,000	1,188,963	1,944,609		13,843,171			886,000	2,006,132	14,667,648	13,889,578
7. Permanent Funds											
8. Enterprise Funds Available	2,317,960	2,211,118	12,895,329		1,937,423			280,700		15,113,452	2,467,614
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	2,317,960	2,211,118	12,895,329		1,937,423			280,700		15,113,452	2,467,614
11. Internal Service Funds											
12. TOTAL ALL FUNDS	\$ 16,769,266	\$ 12,538,549	\$ 19,764,910	\$	\$ 27,785,757	\$	\$	\$ 2,016,132	\$ 2,016,132	\$ 47,550,667	\$ 29,966,774

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC or voter-approved alternative expenditure limitation

2014	2015
\$ 16,769,266	\$ 29,966,774
16,769,266	29,966,774
\$ 16,769,266	\$ 29,966,774
\$ 16,769,266	\$ 29,966,774

☒ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF CHINO VALLEY
Summary of Tax Levy and Tax Rate Information**
Fiscal Year 2015

	<u>2014</u>	<u>2015</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	_____	_____
C. Total property tax levy amounts	\$ _____	\$ _____
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ _____	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate ⁽¹⁾	_____	_____
(3) Total city/town tax rate	_____	_____

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 3 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

** The Town of Chino Valley does not levy a primary or secondary property tax.

TOWN OF CHINO VALLEY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Revenue	\$ 763,000	\$ 763,969	\$ 805,000
Interest	1,500	930	1,000
Miscellaneous	1,350	8,304	1,350
	<u>\$ 765,850</u>	<u>\$ 773,203</u>	<u>\$ 807,350</u>
 CDBG Grants	 \$	 \$	 \$ 264,000
			<u>264,000</u>
 Miscellaneous Grants	 \$ 700,000	 \$ 700,000	 \$ 3,470,000
	<u>\$ 700,000</u>	<u>\$ 700,000</u>	<u>\$ 3,470,000</u>
 Special Revenue Fund-Court	 \$ 15,600	 \$ 8,104	 \$ 15,600
Special Revenue Fund-PD	25,000	34,300	40,000
Lighting Improvement Districts #1, #2, #3	3,578	3,700	4,000
	<u>\$ 44,178</u>	<u>\$ 46,104</u>	<u>\$ 59,600</u>
 Total Special Revenue Funds	 <u>\$ 1,510,028</u>	 <u>\$ 1,519,307</u>	 <u>\$ 4,600,950</u>
CAPITAL PROJECTS FUNDS			
Impact Fee Funds	\$ 2,300	\$ 181,730	\$ 1,111
Capital Improvements Fund	4,790,800	1,401,982	13,841,560
Replacement Fund	500	201	500
	<u>\$ 4,793,600</u>	<u>\$ 1,583,913</u>	<u>\$ 13,843,171</u>
 Total Capital Projects Funds	 <u>\$ 4,793,600</u>	 <u>\$ 1,583,913</u>	 <u>\$ 13,843,171</u>
ENTERPRISE FUNDS			
Water Enterprise Fund	\$ 472,000	\$ 462,666	\$ 433,000
Sewer Enterprise Fund	1,308,000	1,444,902	1,504,423
	<u>\$ 1,780,000</u>	<u>\$ 1,907,568</u>	<u>\$ 1,937,423</u>
 Total Enterprise Funds	 <u>\$ 1,780,000</u>	 <u>\$ 1,907,568</u>	 <u>\$ 1,937,423</u>
 TOTAL ALL FUNDS	 <u>\$ 15,441,978</u>	 <u>\$ 12,386,421</u>	 <u>\$ 27,785,757</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF CHINO VALLEY
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2015

FUND	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Capital Improvement Fund	\$	\$	\$ 100,000	\$
PD Special Revenue			10,000	
Total General Fund	\$	\$	\$ 110,000	\$
SPECIAL REVENUE FUNDS				
HURF	\$	\$	\$	\$
Special Revenue - PD				10,000
Misc Grants				
Total Special Revenue Funds	\$	\$	\$	\$ 10,000
DEBT SERVICE FUNDS				
Capital Improvement Fund	\$	\$	\$ 739,432	\$
Total Debt Service Funds	\$	\$	\$ 739,432	\$
CAPITAL PROJECTS FUNDS				
Capital Improvement Fund	\$	\$	\$ 886,000	\$ 1,120,132
Road Impact Fee Fund				886,000
Total Capital Projects Funds	\$	\$	\$ 886,000	\$ 2,006,132
PERMANENT FUNDS				
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Water Enterprise	\$	\$	\$ 280,700	\$
Total Enterprise Funds	\$	\$	\$ 280,700	\$
INTERNAL SERVICE FUNDS				
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 2,016,132	\$ 2,016,132

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
GENERAL FUND				
Prosecutor	\$ 118,650	\$	\$ 117,368	\$ 122,800
Town Clerk	233,850		178,590	244,100
Town Manager	348,850		344,931	406,600
Human Resources	66,950		64,484	69,850
Magistrate Court	294,800		279,729	312,550
Finance	279,050		277,602	304,450
Mgmt Info Systems	244,500		225,112	245,650
Mayor & Council	29,550		21,150	31,750
Planning	139,350		170,353	170,850
Building Inspection	231,030		211,584	273,500
Police	2,491,650		2,361,650	2,613,000
Animal Control	91,400		99,093	143,850
Recreation	74,250		44,900	69,400
Library	281,050		280,939	287,700
Senior Center	199,450		203,767	230,750
Parks	385,300		342,102	396,500
Aquatic Center	277,500		211,610	249,750
Facilities Maintenance	349,000		330,783	346,650
Vehicle Maintenance	332,350		324,942	336,600
Engineering	64,900		64,032	74,750
Non-Departmental	547,300		571,414	556,250
Contingency	321,500		106,000	367,000
Total General Fund	\$ 7,402,230	\$	\$ 6,832,135	\$ 7,854,300
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	\$ 1,019,550	\$	\$ 979,897	\$ 1,200,350
CDBG Grant Fund				264,000
Miscellaneous Grants Fund	700,000		700,000	3,470,000
Special Revenue Fund -- Court	15,100		7,510	35,000
Special Revenue Fund -- PD	20,000		30,000	40,000
Lighting Improvement Districts	3,806		3,806	4,000
Total Special Revenue Funds	\$ 1,758,456	\$	\$ 1,721,213	\$ 5,013,350
DEBT SERVICE FUNDS				
Debt Service Fund	\$ 590,620	\$	\$ 585,120	\$ 741,932
Total Debt Service Funds	\$ 590,620	\$	\$ 585,120	\$ 741,932
CAPITAL PROJECTS FUNDS				
Capital Improvements Fund	\$ 4,584,000	\$	\$ 1,029,000	\$ 13,776,000
Impact Fees Funds	86,000		149,963	103,578
Asset Replacement Fund	30,000		10,000	10,000
Total Capital Projects Funds	\$ 4,700,000	\$	\$ 1,188,963	\$ 13,889,578
PERMANENT FUNDS				
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Water Enterprise Fund	\$ 634,595	\$	\$ 613,837	\$ 713,700
Sewer Enterprise Fund	1,683,365		1,597,281	1,753,914
Total Enterprise Funds	\$ 2,317,960	\$	\$ 2,211,118	\$ 2,467,614
INTERNAL SERVICE FUNDS				
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 16,769,266	\$	\$ 12,538,549	\$ 29,966,774

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES * 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
<u>Water Utilities</u>				
Water Enterprise Fund	\$ 634,595	\$	\$ 613,837	713,700
Department Total	\$ 634,595	\$	\$ 613,837	\$ 713,700
<u>Sewer Utilities</u>				
Sewer Enterprise Fund	\$ 1,683,365	\$	\$ 1,597,281	\$ 1,753,914
Department Total	\$ 1,683,365	\$	\$ 1,597,281	\$ 1,753,914
<u>Roads</u>				
HURF	\$ 1,019,550	\$	\$ 979,897	\$ 1,200,350
Department Total	\$ 1,019,550	\$	\$ 979,897	\$ 1,200,350
<u>Street Lighting Improvement District</u>				
SLID Fund	\$ 3,806	\$	\$ 3,806	\$ 4,000
Department Total	\$ 3,806	\$	\$ 3,806	\$ 4,000
 TOTAL ALL DEPARTMENTS	 \$ 16,769,266	 \$	 \$ 12,538,549	 \$ 29,966,274

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF CHINO VALLEY
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2014	Employee Salaries and Hourly Costs 2014	Retirement Costs 2014	Healthcare Costs 2014	Other Benefit Costs 2014	Total Estimated Personnel Compensation 2014
GENERAL FUND	<u>71.0</u>	<u>\$ 3,751,868</u>	<u>\$ 550,872</u>	<u>\$ 543,700</u>	<u>\$ 372,034</u>	<u>= \$ 5,218,474</u>
SPECIAL REVENUE FUNDS						
Highway User Revenue	<u>11.0</u>	<u>\$ 516,389</u>	<u>\$ 59,281</u>	<u>\$ 84,480</u>	<u>\$ 65,216</u>	<u>= \$ 725,366</u>
Total Special Revenue Funds	<u>11.0</u>	<u>\$ 516,389</u>	<u>\$ 59,281</u>	<u>\$ 84,480</u>	<u>\$ 65,216</u>	<u>= \$ 725,366</u>
ENTERPRISE FUNDS						
Water Enterprise Fund	<u>3.5</u>	<u>\$ 141,893</u>	<u>\$ 16,290</u>	<u>\$ 26,664</u>	<u>\$ 15,551</u>	<u>= \$ 200,398</u>
Sewer Enterprise Fund	<u>3.5</u>	<u>\$ 141,664</u>	<u>\$ 16,264</u>	<u>\$ 26,664</u>	<u>\$ 15,534</u>	<u>= \$ 200,126</u>
Total Enterprise Funds	<u>7.0</u>	<u>\$ 283,557</u>	<u>\$ 32,554</u>	<u>\$ 53,328</u>	<u>\$ 31,085</u>	<u>= \$ 400,524</u>
TOTAL ALL FUNDS	<u>89.0</u>	<u>\$ 4,551,814</u>	<u>\$ 642,707</u>	<u>\$ 681,508</u>	<u>\$ 468,335</u>	<u>= \$ 6,344,364</u>



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. e.**

Meeting Date: 06/24/2014
Contact Person: Ruth Mayday, Planner
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action-Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to amend the Unified Development Ordinance (UDO) to regulate the manner and placement of Assisted Living Facilities, Assisted Living Homes, Recovery Homes, and related special purpose residences.

RECOMMENDED ACTION:

Staff recommends approval of the proposed text amendments to Section 2.1 Definitions and Chapter 3 Zoning Districts?, Sections 3.5 through 3.13 (AR-36, AR-5, AR-4, SR-2.5, S4-2, SR 1.6, SR-1, SR-0.16, MR), and Section 3.15 (CL) and Section 4.10 Special Purpose and Temporary Housing for the purposes of regulating the manner and placement of Sober Homes, Assisted Living Centers, and Assisted Living Homes.

SITUATION AND ANALYSIS:

The purpose of these text amendments is to regulate the manner and placement of special purpose residences such as "sober homes" or "recovery residences" that may or may not be regulated by the Fair Housing Act, described in Section 36-581 and 36-582 of Arizona Revised Statutes, or otherwise regulated in the Unified Development Ordinance.

Given the growing demand for sober living and/or recovery homes in the region and the impact they may have on residential neighborhoods, implementing regulations to provide separation between these uses, the number of residents allowed per site, and to protect the health, safety, and general welfare of the community is timely. Additionally, there are group living situations such as elder care facilities that may benefit the community but are not currently defined in the UDO.

Occupants of Sober Living and Recovery Homes meet the definition of "disabled" under the Fair Housing Act (FHA) and Americans With Disabilities Act (ADA), as long as the residents are not using drugs and alcohol. When they relapse, they are no longer considered disabled; thus, almost all sober living homes immediately evict residents that test positive for drugs or alcohol. Sex offenders are not considered disabled as defined by the FHA; in addition, the language in Section 4.10 Special Purpose and Temporary Housing, subsection C (5)(f) precludes the inclusion of "any person whose tenancy would constitute a direct threat to the health or safety of other persons

or would result in substantial physical damage to the property of others." Furthermore, anyone seeking tenancy in a recovery home as part of their treatment for drug or alcohol addiction that is also a registered sex offender is required to comply with all other registry and notification requirements in accordance with state and federal law.

So that the establishment of Recovery Homes in Chino Valley is transparent, staff recommends requiring a conditional use permit in all residential zoning districts other than MH (Mobile Home) prior to issuing said home a business license. This would mandate a neighborhood meeting, public hearings, and an opportunity for those affected to comment on the proposed use.

This item was first discussed by Town Council during a work-study session held October 3, 2013. At that time, council directed staff to continue work on this item and bring it to Council for action. The Planning and Zoning Commission discussed staff's recommended text amendments its regular meeting on May 6, 2014; one (1) person supported the proposed amendments as they would enable this person to open an assisted living home. The Commission then voted unanimously to initiate a public hearing on June 3, 2014 for the purposes of taking public comment on the proposed text amendments and consider forwarding the item to Town Council with a recommendation for approval. After proper notice in compliance with ARS 9-462.04, a public hearing was held at the June 3, 2014 Planning and Zoning Commission regular meeting. The commission again discussed the proposed language, and reviewed how it may affect the Multi-Family (MR-1) and Mobile Home Park (MHP-4) zoning districts. As no comments were offered by the public, the public hearing was closed. Commissioner Merritt made a motion to forward the text amendments to the Town Council with a recommendation for approval; McCaulley seconded. The Commission voted unanimously to forward this item to Town Council with a recommendation for approval.

During the discussion of this item at the May 6, 2014 meeting, it was suggested that Recovery Homes not be allowed in the MR (Multi Family Residential) zoning district as it could possibly lead to overcrowding in apartments, as the HUD standard is two persons per bedroom. As staff stated during the discussion, HUD does not regulate the number of persons per bedroom, but rather the minimum dimensions (7 x 10) for a bedroom in units constructed with, rehabilitated with, or otherwise subsidized with HUD funding. As funding of these facilities is not within the purview of the Town, neither is consideration of HUD regulations as they relate to bedroom size. In addition, the limit on residents per bedroom does not result in a higher density than may be comprised by a single family in a similar unit. The location of such a facility in an MR zoning district is appropriate, based on equivalent density. Furthermore, Nursing Homes and Convalescent Centers are already a permitted use in the MR zoning district; adding the uses identified in the proposed text amendments does not substantially change the nature of permitted uses. Therefore, staff stands by its original recommendation to include Recovery Homes as a permitted use in the MR zoning district.

Currently, the UDO defines a nursing home as "A health care institution other than a hospital or personal care home (not defined) that is licensed by the State Department of Health Services as a skilled nursing facility for two (2) or more related persons." This does not meet the current definition of Nursing Care Institution or Residential Care Institution as set forth in ARS 36-401(31) or (39). The UDO also does not define "Assisted Living Home" or "Assisted Living Center" at all; ARS 36-401 clearly differentiates between these four types of special purpose residences.

Persons over the age of 65 are increasing in number in Chino Valley, as the reputation of the Quad Cities area's suitability for retirement grows. There is one (1) Assisted Living Home in the Town; other forms of congregate care such as assisted living or nursing homes are not available here. Nursing homes and convalescent homes are allowed as uses by right in Multiple Family (MR) or Mobile Home Parks (MH).

Staff recommends defining Assisted Living Center(s) and Assisted Living Home(s), and allowing them as conditional uses in residential zoning districts, and as permitted uses in Multiple Family (MH) and Commercial Light (CL) zoning districts.

Staff recommends the following changes to the UDO:

Add the following to Section 2.1 Meaning of Words and Terms:

- A) Assisted Living Home
- B) Assisted Living Center
- C) Recovery Home
- D) Single Housekeeping Unit

Add Assisted Living Homes and Recovery Homes as conditional uses in the following zoning districts: 3.5 Agricultural/Residential 36 acre minimum (AR -36), 3.6 Agricultural/Residential 5 acre minimum (AR-5), 3.7 Agricultural/Residential 4 acre minimum (AR-4), 3.8 Single Family Residential, 2.5 acre minimum (SR-2.5), 3.9 Single Family Residential, 2 acre minimum (SR-2), 3.10 Single Family Residential 1.6 acre minimum (SR-1.6), 3.11 Single Family Residential 1 acre minimum (SR-1), 3.12 Single Family Residential 0.16 acre minimum (SR-0.16)

Add Assisted Living Centers, Assisted Living Homes, and Recovery Homes as permitted uses in the following zoning districts: 3.13 Multiple Family Residential (MR), 3.15 Commercial Light (CL)

Change the name of Section 4.10 to include "Special Purpose" housing and add Subsection C Recovery Residence to require registration, procedures and standards, including separation requirements, and to provide for reasonable accommodations as needed to comply with federal and state fair housing laws.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ord 14-785 UDO Amdt re: Recovery Residences

ORDINANCE NO. 14-785

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA AS FOLLOWS: (1) CHAPTER 2 DEFINITIONS, SECTION 2.1 MEANING OF WORDS AND TERMS TO ADD NEW DEFINITIONS RELATED TO RECOVERY HOMES, ASSISTED LIVING CENTERS AND ASSISTED LIVING HOMES AND TO AMEND THE DEFINITION OF "SINGLE HOUSEKEEPING UNIT"; (2) CHAPTER 3 ZONING DISTRICTS BY AMENDING (A) SECTION 3.5 "AR-36" – AGRICULTURAL/ RESIDENTIAL (36 ACRE MINIMUM), SUBSECTION 3.5.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED); (B) SECTION 3.6 "AR-5" – AGRICULTURAL/ RESIDENTIAL (5 ACRE MINIMUM), SUBSECTION 3.6.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED); (C) SECTION 3.7 "AR-4" – AGRICULTURAL/ RESIDENTIAL (4 ACRE MINIMUM), SUBSECTION 3.7.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED); (D) SECTION 3.8 "SR-2.5" SINGLE FAMILY RESIDENTIAL (2.5 ACRE MINIMUM), SUBSECTION 3.8.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED); (E) SECTION 3.9 "SR-2" SINGLE FAMILY RESIDENTIAL (2 ACRE MINIMUM), SUBSECTION 3.9.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED); (F) SECTION 3.10 "SR 1.6 – SINGLE FAMILY RESIDENTIAL (1.6 ACRE MINIMUM), SUBSECTION 3.10.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED); (G) SECTION 3.11 "SR-1" SINGLE FAMILY RESIDENTIAL (1 ACRE MINIMUM), SUBSECTION 3.11.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED); (H) 3.12 "SR-0.16" SINGLE FAMILY RESIDENTIAL (0.16 ACRE MINIMUM), SUBSECTION 3.12.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED) TO PERMIT RECOVERY RESIDENCES AND ASSISTED LIVING HOMES IN THE ABOVE ZONING DISTRICTS SUBJECT TO A CONDITIONAL USE PERMIT AND; (I) SECTION 3.12 "MR – MULTI FAMILY RESIDENTIAL, SUBSECTION 3.13.2 PERMITTED USES; AND (J) SECTION 3.15 "CL" – COMMERCIAL LIGHT, SUBSECTION 3.15.2 PERMITTED USES TO PERMIT RECOVERY RESIDENCES AND ASSISTED LIVING HOMES IN MR AND CL ZONING DISTRICTS; AND (3) AMENDING CHAPTER 4 GENERAL REGULATIONS, SECTION 4.10 TEMPORARY RESIDENCES TO RENAME THE SECTION TO "SPECIAL PURPOSE AND TEMPORARY HOUSING" AND TO ADD NEW SUBSECTION C RECOVERY RESIDENCES RELATED TO PROVIDING REGULATIONS FOR RECOVERY RESIDENCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES

WHEREAS, federal and state fair housing laws protect the rights of persons with disabilities to obtain housing and pursuant to federal and state fair housing laws; and

WHEREAS, persons recovering from alcohol and drug addiction are considered persons with disabilities and thus are protected by fair housing laws only to the extent they are not currently using alcohol and drugs; and

WHEREAS, there are facilities that are not required to be licensed by the State of Arizona that are intended to transition such persons from an institutional setting where persons recovering from addictions agree to remain “clean and sober” during their residency. Such facilities are commonly known as “sober living homes” or “sober houses” or “recovery residences”. The residents of these facilities generally live at the facility for six months or less; and

WHEREAS, due to the transitory nature of the residents, these facilities reportedly result in increased parking demand, increased traffic, and the potential for impacts to the residential character of neighborhoods, which the Town Council desires to address by providing reasonable regulations to mitigate any impacts to neighbors and neighborhoods while providing persons with a disability opportunities for housing; and

WHEREAS, the Town Council has determined that the proposed amendments will not unreasonably restrict the rights of persons with a disability to fair housing while providing protections and mitigation of impacts to the residential character of neighborhoods, and it is in the best interest of the public health, safety and general welfare of the Town to adopt the proposed amendments; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws.

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

Section 1. In General

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms is hereby amended to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

* * *

ASSISTED LIVING CENTER. A RESIDENTIAL CARE INSTITUTION THAT PROVIDES OR CONTRACTS TO PROVIDE SUPERVISORY CARE SERVICES, PERSONAL CARE SERVICES, OR DIRECTED CARE SERVICES ON A CONTINUOUS BASIS FOR ELEVEN OR MORE PEOPLE.

ASSISTED LIVING HOME. A RESIDENTIAL CARE INSTITUTION THAT PROVIDES OR CONTRACTS TO PROVIDE SUPERVISORY CARE SERVICES, PERSONAL CARE SERVICES, OR DIRECTED CARE SERVICES ON A CONTINUOUS BASIS FOR UP TO TEN PEOPLE.

* * *

RECOVERY RESIDENCE. A DWELLING UNIT OR BUILDING USED TO PROVIDE A STABLE, CLEAN AND SOBER ENVIRONMENT FOR INDIVIDUALS RECOVERING FROM SUBSTANCE ABUSE. INDIVIDUAL RESIDENTS DO NOT LIVE TOGETHER AS A SINGLE HOUSEKEEPING UNIT AND EVERY PERSON RESIDING IN THE RESIDENCE (EXCLUDING THE HOUSE MANAGER) IS AN "INDIVIDUAL WITH A DISABILITY", AS THAT TERM IS USED IN THE FEDERAL AND STATE FAIR HOUSING LAWS.

* * *

SINGLE HOUSEKEEPING UNIT. AN INTERACTIVE GROUP OF PERSONS OCCUPYING A RESIDENTIAL UNIT WHERE ALL OF THE FOLLOWING ARE TRUE:

- a. THE RESIDENTS SHARE USE OF AND RESPONSIBILITY FOR COMMON AREAS, HOUSEHOLD ACTIVITIES, AND RESPONSIBILITIES SUCH AS MEALS, CHORES, HOUSEHOLD MAINTENANCE, AND EXPENSES; AND
- b. IF THE RESIDENTS ARE RENTERS, ALL ADULT RESIDENTS HAVE CHOSEN TO OCCUPY THE ENTIRE PREMISES OF THE DWELLING UNIT TOGETHER UNDER A SINGLE WRITTEN LEASE WITH JOINT USE AND RESPONSIBILITY FOR THE PREMISES; AND
- c. THE MAKEUP OF THE HOUSEHOLD OCCUPYING THE UNIT IS DETERMINED BY THE RESIDENTS OF THE UNIT RATHER THAN THE LANDLORD OR PROPERTY MANAGER.

* * *

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.5 "AR-36" – Agricultural/Residential (36 Acre Minimum), Subsection 3.5.3 Conditional Uses (Conditional Use Permit Required), to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.5 "AR-36" – Agricultural/Residential (36 Acre Minimum)

* * *

3.5.3 Conditional Uses (Conditional Use Permit Required)

* * *

- P. RECOVERY RESIDENCES
- Q. ASSISTED LIVING HOMES

* * *

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.6 “AR-5” – Agricultural/Residential (5 Acre Minimum), Subsection 3.6.3 Conditional Uses (Conditional Use Permit Required), to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.6 “AR-5” – Agricultural/Residential (5 Acre Minimum)

* * *

3.6.3 Conditional Uses (Conditional Use Permit Required)

* * *

- P. RECOVERY RESIDENCES
- Q. ASSISTED LIVING HOMES

* * *

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.7 “AR-4” – Agricultural/Residential (4 Acre Minimum), Subsection 3.7.3 Conditional Uses (Conditional Use Permit Required), to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.7 “AR-4” – Agricultural/Residential (4 Acre Minimum)

* * *

3.7.3 Conditional Uses (Conditional Use Permit Required)

* * *

- P. RECOVERY RESIDENCES
- Q. ASSISTED LIVING HOMES

* * *

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.8 “SR-2.5” – Single Family Residential (2.5 Acre Minimum), Subsection 3.8.3 Conditional Uses (Conditional Use Permit Required), to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.8 “SR 2.5” – Single Family Residential (2.5 Acre Minimum)

* * *

3.8.3 Conditional Uses (Conditional Use Permit Required)

* * *

- G. RECOVERY RESIDENCES
- H. ASSISTED LIVING HOMES

* * *

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.9 “SR-2” – Single Family Residential (2

Acre Minimum), Subsection 3.9.3 Conditional Uses (Conditional Use Permit Required), to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.9 “SR 2 – Single Family Residential (2 Acre Minimum)

* * *

3.9.3 Conditional Uses (Conditional Use Permit Required)

* * *

- G. RECOVERY RESIDENCES
- H. ASSISTED LIVING HOMES

* * *

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.10 “SR-1.6” – Single Family Residential (1.6 Acre Minimum), Subsection 3.10.3 Conditional Uses (Conditional Use Permit Required), to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.10 “SR 1.6 – Single Family Residential (1.6 Acre Minimum)

* * *

3.10.3 Conditional Uses (Conditional Use Permit Required)

* * *

- G. RECOVERY RESIDENCES
- H. ASSISTED LIVING HOMES

* * *

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.11 “SR-1” – Single Family Residential (1 Acre Minimum), Subsection 3.11.3 Conditional Uses (Conditional Use Permit Required), to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.11 “SR 1 – Single Family Residential (1 Acre Minimum)

* * *

3.11.3 Conditional Uses (Conditional Use Permit Required)

* * *

- G. RECOVERY HOMES
- H. ASSISTED LIVING HOMES

* * *

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.12 “SR-0.16” – Single Family Residential (0.16 Acre Minimum), Subsection 3.12.3 Conditional Uses (Conditional Use Permit Required), to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.12 “SR 0.16 – Single Family Residential (0.16 Acre Minimum)

* * *

3.12.3 Conditional Uses (Conditional Use Permit Required)

* * *

- G. RECOVERY RESIDENCES
- H. ASSISTED LIVING HOMES

* * *

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.13 “MR” – Multi Family Residential, Subsection 3.13.2 Permitted Uses, to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.13 “MR” – Multi Family Residential

* * *

3.13.2 Permitted Uses

* * *

- D. RECOVERY RESIDENCES
- E. ASSISTED LIVING HOMES

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 3 Zoning Districts is hereby amended by amending Section 3.15 “CL” – Commercial Light, Subsection 3.15.2 Permitted Uses, to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

3.15 “CL” – Commercial Light

* * *

3.15.2 Permitted Uses

* * *

- AG. RECOVERY RESIDENCES
- AH. ASSISTED LIVING HOMES

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 4 General Regulations, Section 4.10 Temporary Residences is hereby amended to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

4.10 SPECIAL PURPOSE AND Temporary Housing

* * *

C. RECOVERY RESIDENCES

1. **PURPOSE.** THE PURPOSE OF THESE REGULATIONS IS TO PERMIT PERSONS RECOVERING FROM SUBSTANCE ABUSE TO RESIDE IN A GROUP SETTING IN RESIDENTIAL NEIGHBORHOODS IN ORDER TO FACILITATE INTEGRATION AND STABILIZATION AND TO PROVIDE REASONABLE REGULATIONS TO MAINTAIN THE RESIDENTIAL

CHARACTER OF NEIGHBORHOODS AND PREVENT A CONCENTRATION OF SUCH FACILITIES IN ANY PARTICULAR AREA SO AS TO INSTITUTIONALIZE THAT AREA.

2. **REGISTRATION REQUIRED.** PRIOR TO BEGINNING OPERATIONS, THE OWNER OR OPERATOR OF A RECOVERY RESIDENCE SHALL SUBMIT A COMPLETED REGISTRATION FORM TO THE DEVELOPMENT SERVICES DEPARTMENT ON A FORM ESTABLISHED BY THE PLANNING AND DEVELOPMENT SERVICES MANAGER. THE REGISTRATION SHALL BECOME EFFECTIVE UPON VERIFICATION BY THE ZONING ADMINISTRATOR THAT THE REGISTRATION COMPLIES WITH THE REQUIREMENTS OF THE ZONING CODE AND THAT THE RECOVERY RESIDENCE OPERATOR HAS OBTAINED A VALID TOWN OF CHINO VALLEY BUSINESS LICENSE FOR THE RECOVERY RESIDENCE. A REGISTRATION SHALL TERMINATE WHEN THE RECOVERY RESIDENCE USE CEASES.

3. **ZONING CONFIRMATION.** PRIOR TO REGISTRATION, A REQUEST FOR ZONING CONFIRMATION MAY BE SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT TO CONFIRM THAT THE PROPOSED LOCATION OF THE RECOVERY RESIDENCE IS PERMITTED UNDER THIS SECTION.

4. **PROCEDURES.** IN ADDITION TO THE REGISTRATION FORM, THE APPLICANT SHALL SUBMIT AN OPERATIONS AND MANAGEMENT PLAN ("O&MP") TO ENSURE COMPLIANCE WITH STATE AND LOCAL LAWS. O&MP SHALL INCLUDE (1) NAME AND ADDRESS OF THE BUSINESS OWNER; (2) NAME, ADDRESS AND TELEPHONE NUMBER OF THE PROPERTY OWNER AND PERSON IN CONTROL OF THE PROPERTY; (3) IF THE BUSINESS OWNER AND PROPERTY OWNER ARE NOT THE SAME PERSON OR ENTITY, APPLICANT SHALL PROVIDE A NOTARIZED LETTER OF AUTHORIZATION FROM THE PROPERTY OWNER; (4) EMERGENCY CONTACT TELEPHONE NUMBER; (5) THE NUMBER OF PERSONS OCCUPYING EACH BEDROOM; (6) MAXIMUM NUMBER OF OCCUPANTS; (7) A FLOOR PLAN; (8) RESIDENT SCREENING PROCESS; AND (9) GUEST AND RESIDENT RULES OF CONDUCT.

5. **STANDARDS.** RECOVERY RESIDENCES SHALL BE LOCATED, DEVELOPED, AND OPERATED IN COMPLIANCE WITH THE FOLLOWING STANDARDS:

a. **O&MP COMPLIANCE.** THE RECOVERY RESIDENCE SHALL BE OPERATED AND MANAGED IN COMPLIANCE WITH THE O&MP SUBMITTED WITH REGISTRATION, A COPY OF WHICH SHALL REMAIN ON FILE WITH THE DEVELOPMENT SERVICES DEPARTMENT.

b. **SEPARATION.** THE MINIMUM SEPARATION BETWEEN RECOVERY RESIDENCES SHALL BE 5,280 FEET AS MEASURED FROM THE CLOSEST PROPERTY LINES.

c. **OCCUPANCY.** THE NUMBER OF RESIDENTS, INCLUDING THE HOUSE MANAGER, SHALL NOT EXCEED TWO RESIDENTS PER BEDROOM WITH UP TO 3 RESIDENTS IN THE LARGEST BEDROOM IN THE HOME AND A MAXIMUM OF 11 RESIDENTS IN THE HOME

d. **EXTERIOR APPEARANCE.** THERE SHALL BE NO SIGN OR OTHER EXTERIOR INDICATION OF A RECOVERY RESIDENCE VISIBLE FROM THE STREET.

e. **PARKING.** PARKING FOR THE RECOVERY RESIDENCE SHALL BE ON-SITE AND COMPLY WITH CHINO VALLEY UNIFIED DEVELOPMENT ORDINANCE SECTION 4.22 OFF-STREET PARKING AND LOADING REGULATIONS.

f. **TENANCY.** NO RECOVERY RESIDENCE SHALL HOUSE ANY PERSON WHOSE TENANCY WOULD CONSTITUTE A DIRECT THREAT TO THE HEALTH OR SAFETY OF OTHER PERSONS OR WOULD RESULT IN SUBSTANTIAL PHYSICAL DAMAGE TO THE PROPERTY OF OTHERS.

4. **REQUEST FOR ACCOMMODATION.** IF A RECOVERY RESIDENCE OWNER BELIEVES ANY REQUIREMENT OF THE ZONING CODE PREVENTS THE ESTABLISHMENT OF A RECOVERY RESIDENCE IN AN ECONOMICALLY VIABLE MANNER, THE OWNER SHALL SUBMIT TO THE ZONING ADMINISTRATOR A WRITTEN REQUEST FOR ACCOMMODATION AND THE REASONS WHY THE ACCOMMODATION IS REQUIRED. THE WRITTEN REQUEST SHALL CONTAIN SUFFICIENT FACTS TO ALLOW THE ZONING ADMINISTRATOR TO MAKE AN INDIVIDUALIZED DETERMINATION OF THE RECOVERY RESIDENCE'S NEEDS, TO ADDRESS THE TOWN'S SAFETY AND WELFARE CONCERNS, AND TO ASSURE COMPLIANCE WITH THIS SECTION. THE ZONING ADMINISTRATOR SHALL REVIEW THE WRITTEN REQUEST AND DETERMINE:

- a. WHETHER AN ACCOMMODATION SHOULD BE MADE PURSUANT TO THE REQUIREMENTS OF THE FEDERAL AND STATE FAIR HOUSING LAWS; AND
- b. IF SO, THE NATURE OF THE ACCOMMODATION TAKING INTO CONSIDERATION THE REQUIREMENTS OF THE FEDERAL AND STATE FAIR HOUSING LAWS, PUBLIC SAFETY AND WELFARE CONCERNS, AND THE RESIDENTIAL CHARACTER OF THE NEIGHBORHOOD.

THE ACCOMMODATION SHALL BE MADE ONLY TO THE EXTENT NECESSARY TO COMPLY WITH FEDERAL AND STATE FAIR HOUSING LAWS.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 3. Providing for Severability.

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

Section 4. Providing for Penalties

Any person found responsible for violating any provision of this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Unified Development Ordinance of the Town of Chino Valley, Arizona.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this ____ day of _____, 2014 by the following vote:

AYES: _____	ABSENT: _____
NAYS: _____	ABSTAINED: _____

APPROVED this ____ day of _____, 2014.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis L.N. Smiley

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 14-785 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE ____ DAY OF _____, 2014, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2014.

Jami Lewis, Town Clerk